

## **Article 1 Definitions**

In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise: Eastpro Sporting Goods: the user of these general terms and conditions: Eastpro Sporting Goods located at Onlandhorst 77 in Enschede. The customer: the counterparty of Eastpro Sporting Goods. The agreement: the agreement between the customer and Eastpro Sporting Goods.

## **Article 2 General**

2.1 These general terms and conditions apply to every offer, quotation and agreement between Eastpro Sporting Goods and the customer to which Eastpro Sporting Goods has declared these general terms and conditions applicable, insofar as these terms and conditions are not explicitly stated by the parties in writing or electronically (by e-mail). deviated.

2.2 These terms and conditions also apply to all agreements with Eastpro Sporting Goods, for the implementation of which third parties must be involved.

2.3 Any deviations from these general terms and conditions are only valid if they have been explicitly agreed in writing or electronically.

2.4 The applicability of any purchase or other conditions of the customer is explicitly rejected.

2.5 If one or more of the provisions in these general terms and conditions are null and void or should be nullified, the other provisions of these general terms and conditions will remain fully applicable. Eastpro Sporting Goods and the customer will then enter into consultation in order to agree on new provisions to replace the invalid or nullified provisions, whereby if and as far as possible the purpose and purport of the original provision will be taken into account.

## **Article 3 Offers and quotations**

3.1 All offers are without obligation, unless a term for acceptance is stated in the offer.

3.2 The quotations made by Eastpro Sporting Goods are without obligation; they are valid for 2 months after the date of the offer. The customer guarantees the correctness and completeness of the quantities and requirements and other data on which Eastpro Sporting Goods bases its offer by or on behalf of him to Eastpro Sporting Goods.

3.3 If the acceptance deviates (on minor points) from the offer included in the quotation, Eastpro Sporting Goods is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless Eastpro Sporting Goods indicates otherwise.

3.4 A composite quotation does not oblige Eastpro Sporting Goods to deliver part of the order against a corresponding part of the stated price.

3.5 Offers or quotations do not automatically apply to future assignments.

3.6 It is not permitted to make copies of an offer drawn up by Eastpro Sporting Goods and the accompanying documents.

3.7 Eastpro Sporting Goods has the right, without stating reasons, not to accept orders or assignments or to accept them exclusively on the condition that the shipment to a customer other than a natural person takes place after prepayment of the invoice amount, in which case the

customer is informed accordingly. .

3.8 Eastpro Sporting Goods has the right at all times to determine that certain items will only be delivered in certain minimum quantities.

#### **Article 4 Execution of the agreement**

4.1 Eastpro Sporting Goods will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of the art at that time.

4.2 If and insofar as required for the proper execution of the agreement, Eastpro Sporting Goods has the right to have certain activities performed by third parties.

4.3 The customer will ensure that all information of which Eastpro Sporting Goods indicates that it is necessary or of which the customer should reasonably understand that it is necessary for the execution of the agreement, is made available to Eastpro Sporting Goods. If this is not done on time or not in accordance with the agreements, Eastpro Sporting Goods has the right to suspend the execution of the agreement and / or to charge the additional costs resulting from the delay to the customer.

4.4 The customer indemnifies Eastpro Sporting Goods against any claims from third parties who suffer damage in connection with the implementation of the agreement and which is attributable to the customer.

#### **Article 5 Delivery**

5.1 If a term has been agreed or stated for the delivery, this can never be regarded as a strict deadline. If a term is exceeded, the customer must therefore give Eastpro Sporting Goods written notice of default. Eastpro Sporting Goods must be offered a reasonable term to still execute the agreement.

5.2 In the event that a delivery period agreed with the customer is exceeded as a result of an event, which is in fact beyond the control of Eastpro Sporting Goods and cannot be attributed to Eastpro Sporting Goods as a result of an event, as further described in article 15 of these general terms and conditions, this period is automatically extended by the period that it was exceeded as a result of such an event.

5.3 The customer is obliged to receive the delivered goods. If the customer fails to do so, the costs incurred as a result, such as the costs for storage, will be for his account.

5.4 The method of packing and shipping and the choice of packaging material are determined by Eastpro Sporting Goods.

5.5 The sending of goods in parts by Eastpro Sporting Goods is permitted in advance, after proper consultation, whereby each shipment is payable separately.

5.6 If Eastpro Sporting Goods makes samples available to the customer, the customer may return the samples undamaged and in the original packaging within 30 days of receipt, after which the invoice will be credited.

#### **Article 6 Amendments to the agreement**

6.1 If during the execution of the agreement it appears that it is necessary for a proper execution

to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation.

6.2 If the parties agree that the agreement will be amended or supplemented, the time of delivery may be affected by this. Eastpro Sporting Goods will inform the customer of this as soon as possible.

6.3 If the change or addition to the agreement will have financial and / or qualitative consequences, Eastpro Sporting Goods will inform the customer in advance.

6.4 Contrary to paragraph 3 of this article, Eastpro Sporting Goods will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to Eastpro Sporting Goods.

### **Article 7 Price**

7.1 The price for Eastpro Sporting Goods is based on the euro. If invoicing nevertheless takes place in another currency and a change of exchange rate has occurred between the moment of the conclusion of the agreement and the delivery, Eastpro Sporting Goods will be entitled to revise the original price.

7.2 The price or prices stated in the offer are exclusive of VAT in euros and are based on the cost-determining factors applicable at the time of the offer. If changes occur in the aforementioned cost factors between the moment of the conclusion of the agreement and the delivery, Eastpro Sporting Goods is entitled to revise the original price.

7.3 If the original price in accordance with paragraph 1 and / or paragraph 2 of this article is increased by more than 5%, the customer has the right to dissolve the agreement. The dissolution must take place in writing or electronically within 5 working days after Eastpro Sporting Goods has informed the customer of the price increase.

### **Article 8 Payment**

8.1 Payment must be made within 30 days after the invoice date, in a manner to be indicated by Eastpro Sporting Goods in the currency in which the invoice is made. Objections to the amount of the invoices do not suspend the payment obligation. Negligence on the part of the customer with regard to the purchase of goods does not affect the payment obligation.

8.2 If the customer fails to pay within the 30-day period, the customer owes statutory interest. The interest on the due amount will be calculated from the moment that the payment term has expired until the moment of payment of the full invoice amount. If the customer continues to fail to pay the claim after a reminder and notice of default, Eastpro Sporting Goods can hand over the claim, in which case the customer, in addition to the total amount owed and the statutory interest, is also obliged to pay all judicial and extrajudicial costs. .

8.3 Payments made by the customer always serve in the first place to deduct all costs, then to deduct all interest and finally to deduct the due and payable invoices that have been outstanding the longest, even if the customer mentions that the payment is due. king has on a later invoice, and all accrued interest.

8.4 In case of liquidation, bankruptcy, seizure or suspension of payment of the customer, the claims of Eastpro Sporting Goods on the customer are immediately due and payable.

## Article 9 Retention of title

9.1 All goods delivered by Eastpro Sporting Goods, possibly also including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of Eastpro Sporting Goods until the customer fulfills all obligations under the agreement concluded with Eastpro Sporting Goods. has been fulfilled.

9.2 The customer is not entitled to pledge or encumber in any other way the goods subject to retention of title.

9.3 If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the customer is obliged to inform Eastpro Sporting Goods of this as soon as may reasonably be expected.

9.4 The customer undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection upon first request.

9.5 Goods delivered by Eastpro Sporting Goods, which are subject to retention of title by virtue of the provisions of paragraph 1 of this article, may only be resold in the context of normal business operations and may never be used as a means of payment.

9.6 In the event that Eastpro Sporting Goods wishes to exercise its ownership rights indicated in this article, the customer gives unconditional and irrevocable permission to Eastpro Sporting Goods or third parties to be designated by them to enter all those places where the properties of Eastpro Sporting Goods are located and take back those goods.

9.7 If the customer is in default of payment and Eastpro Sporting Goods therefore reclaims the delivered goods, making use of the retention of title, the costs thereof are for the account of the customer.

9.8 Eastpro Sporting Goods can retain the goods, products, property rights, data, documents, data files received or generated under the agreement, despite an existing obligation to deliver them, until the customer has paid all amounts due to Eastpro Sporting Goods.

## Article 10 Complaints procedure

10.1 After receipt of the delivered item, the customer is obliged to check this and to report visible defects in writing or electronically within 10 working days.

10.2 Invisible defects and / or other complaints about the goods delivered by Eastpro Sporting Goods must be notified to Eastpro Sporting Goods by the customer no later than 1 month after the customer has discovered or should reasonably have discovered the defect, failing which the option to submit a complaint will lapse.

10.3 Goods recognized as faulty by Eastpro Sporting Goods will either be replaced by it or be credited in the purchase price. Eastpro Sporting Goods will only be liable within the limits of article 12 of these general terms and conditions.

10.4 Delivered goods are not recognized as defective if the defects have arisen as a result of: a. Normal wear and tear; b. improper handling; c. improper use; d. failure to perform proper

maintenance; e. the use for purposes that fall outside the normal use of these items.

10.5 Return may only take place after approval by Eastpro Sporting Goods, but is at the expense and risk of the customer and never implies any acknowledgment of liability.

10.6 A complaint does not suspend the customer's obligation arising from any agreement concluded with Eastpro Sporting Goods.

### **Article 11 Dissolution**

11.1 Eastpro Sporting Goods is authorized to suspend the fulfillment of the obligations or to dissolve the agreement, if: a. The customer does not or not fully comply with the obligations under the agreement; b. after the conclusion of the agreement Eastpro Sporting Goods becomes aware of circumstances that have good grounds to fear that the customer will not fulfill his obligations. If there is good reason to fear that the customer will only partially or improperly fulfill his obligations, suspension is only permitted insofar as the shortcoming justifies it; c. the customer was asked to furnish security for the fulfillment of his obligations under the agreement when the agreement was concluded and this security is not provided or is insufficient.

11.2 Furthermore, Eastpro Sporting Goods is authorized to dissolve the agreement or have it dissolved if circumstances arise of such a nature that fulfillment of the agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required or if circumstances arise in some other way. are of such a nature that unaltered maintenance of the agreement cannot reasonably be expected.

11.3 If the agreement is dissolved, the claims of Eastpro Sporting Goods on the customer are immediately due and payable. If Eastpro Sporting Goods suspends the fulfillment of its obligations, it retains its rights under the law and agreement.

11.4 Eastpro Sporting Goods always reserves the right to claim compensation.

### **Article 12 Liability**

12.1 If Eastpro Sporting Goods should be liable, then this liability is limited to what has been arranged in this article.

12.2 Eastpro Sporting Goods is not liable for damage, of whatever nature, because Eastpro Sporting Goods has relied on incorrect and / or incomplete information provided by the customer, unless this inaccuracy or incompleteness should have been known to Eastpro Sporting Goods.

12.3 Eastpro Sporting Goods is not liable for any accidents with the delivered item, for example due to incorrect or improper use. 12.3 Under no circumstances is Eastpro Sporting Goods liable for damage that arises or is caused by the customer using the delivered goods for a purpose other than that for which it was purchased.

12.4 If the customer has notified goods about which Eastpro Sporting Goods, stating reasons, to have doubts about the quality, resells, delivers, pledges or otherwise, under any title whatsoever, whether or not free of charge and whether or not in use , transfers to another party or makes it available to him, the customer is obliged to indemnify Eastpro Sporting Goods against all claims from third parties due to damage occurring by or in connection with goods delivered to the customer by Eastpro Sporting Goods.

12.5 If Eastpro Sporting Goods is liable for direct damage, then that liability is limited to a maximum of twice the invoice amount, at least that part of the assignment to which the liability relates. The liability is at all times limited to a maximum of the amount of the payment to be made by the insurer of Eastpro Sporting Goods in the appropriate case.

12.6 Eastpro Sporting Goods is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption.

12.7 The limitations of liability for direct damage included in these general terms and conditions do not apply if the damage is due to intent or gross negligence on the part of Eastpro Sporting Goods or its subordinates.

12.8 All claims against Eastpro Sporting Goods that have not been submitted to Eastpro Sporting Goods in writing within one year of their occurrence will lapse by prescription, on the understanding that a prescription period of 2 years applies to natural persons.

### **Article 13 Indemnities**

The customer indemnifies Eastpro Sporting Goods against claims from third parties with regard to intellectual property rights on materials or data provided by the customer, which are used in the execution of the agreement.

### **Article 14 Transfer of risk**

The risk of loss or damage to items that are the subject of the agreement transfers to the customer at the time when they are legally and / or factually delivered to the customer and thus under the control of the customer or of a customer appointed by the customer. to be assigned third parties.

### **Article 15 Force majeure**

15.1 Events that are in fact beyond the control of Eastpro Sporting Goods, or cannot be attributed to Eastpro Sporting Goods, are in any case considered: obstacles by third parties, including those of governments; obstacles in transport, such as; full or partial strikes, riots, wars or threats of war, both here in the country and in countries of origin of the business; loss or damage of goods during transport thereof, non-delivery or late delivery of goods to Eastpro Sporting Goods by its suppliers; export and import bans; fires, malfunctions and accidents in the company of Eastpro Sporting Goods or its supplier; the burning of means of transport of Eastpro Sporting Goods or its supplier, the occurrence of malfunctions thereof, becoming involved in accidents thereof; imposing taxes, or taking other measures by the government, causing changes in actual circumstances.

15.2 In the event of an event, as indicated in paragraph 1 of this article, Eastpro Sporting Goods cannot be obliged to compensate any damage as a direct or indirect consequence thereof, but it will also be released from its obligation for the time being. to delivery or to carry out the agreed work. It will depend on the circumstances of the case whether this will be and will remain the case in whole or in part, or whether there will only be a suspension of delivery and / or performance, as agreed, the ovthe meeting will be considered canceled or dissolved. In the event of an opportunity arisen to still deliver and / or execute, and / or changed, both Eastpro Sporting Goods and the customer, possibly with an adjustment to the amounts to be paid by the customer, will be obliged to use them.

15.3 Eastpro Sporting Goods also has the right to invoke force majeure if the circumstance that

prevents (further) fulfillment occurs after Eastpro Sporting Goods should have fulfilled its obligations. 15.4 During the period that the force majeure continues, the parties can suspend the obligations under the agreement. If this period lasts longer than 2 months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.

15.5 Insofar as Eastpro Sporting Goods at the time of the commencement of force majeure has meanwhile partially fulfilled its obligations under the agreement or will be able to fulfill them, and the part fulfilled or to be fulfilled respectively has independent value, Eastpro Sporting Goods is entitled to respectively to declare the part to be fulfilled separately. The customer is obliged to pay this invoice as if it were a separate agreement.

### **Article 16 Confidentiality**

16.1 Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information. The party that receives confidential information will only use it for the purpose for which it was provided.

16.2 If, on the basis of a statutory provision or a court decision, Eastpro Sporting Goods is obliged to also provide confidential information to third parties designated by law or the competent court, and Eastpro Sporting Goods cannot rely on a legal or The right to change has been recognized or permitted by the competent court, then Eastpro Sporting Goods is not obliged to pay compensation or compensation and the customer is not entitled to dissolve the agreement on the basis of any damage caused by this.

### **Article 17 Intellectual property**

17.1 All documents provided by Eastpro Sporting Goods, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended to be used by the customer and may not be reproduced by him without the prior consent of Eastpro Sporting Goods. , made public or brought to the attention of third parties, unless the nature of the documents provided dictates otherwise.

17.2 Eastpro Sporting Goods reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

### **Article 18 Samples and models**

If a sample or model has been shown or provided to the customer, it is presumed to have been provided only as an indication, unless it is expressly agreed that the product to be delivered will correspond with it.

### **Article 19 Guarantee**

Eastpro has received the warranty conditions from all suppliers. We are forced to adhere to this. No exceptions are made.

### **Bats**

Our suppliers do not guarantee billets outside of America. Eastpro provides a 1-month warranty on tearing, breaking and the formation of dents as a service. After this period, no more warranty can be given. There is no warranty on wooden bats.

Gloves:

3 months warranty on tears etc. This only applies to leather gloves. Broken laces are not covered by the warranty.

Shoes:

1 month for manufacturing defects. This could be broken spikes or torn soles. Broken noses, "spiked" shoes, wear and tear, etc. are not covered by the warranty.

Batting gloves:

1 month only on manufacturing defects.

Clothing:

1 month on zippers and buttons.

## **Article 20 Final provisions**

20.1 Eastpro Sporting Goods reserves the right to change the general terms and conditions and to declare the amended terms and conditions applicable to the existing agreements. Eastpro Sporting Goods will announce the change in a timely manner and the changes take effect 30 days after written notification.

20.2 If the customer does not accept the change, he can dissolve the agreement without judicial intervention, subject to any financial obligations of the customer.

20.3 The court in the place of business of Eastpro Sporting Goods has exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless, Eastpro Sporting Goods has the right to submit the dispute to the competent court according to the law. If Eastpro Sporting Goods invokes this provision, the customer, being a natural person, has the authority to choose the competent court according to law within one month.

20.4 The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

20.5 Dutch law applies to every agreement between Eastpro Sporting Goods and the customer.