

Terms of Sales and Delivery

The following terms of sale and delivery of SERENDIPITY B.V. trading as FRANKIE&LIBERTY shall apply to all orders unless otherwise agreed in writing.

Acceptance of Orders

Any order accepted by SERENDIPITY B.V.-FRANKIE&LIBERTY shall be subject to force majeure, inadequate sales of the design ordered and sub-suppliers' failure to deliver materials required for production. A contract of sales between SERENDIPITY B.V.-FRANKIE&LIBERTY and the customer is not binding until a written confirmation of order is sent by FRANKIE&LIBERTY (SERENDIPITY B.V.) SERENDIPITY B.V.-FRANKIE&LIBERTY. shall be entitled to reject any order in case satisfactory credit information about the customer cannot be obtained.

Terms of Delivery

All goods shall be delivered ex works in accordance with the ICC's Incoterms 2000 unless otherwise clearly stated in the confirmation of order.

Time of Delivery – Delays

SERENDIPITY B.V.-FRANKIE&LIBERTY reserves the right to postpone the date of delivery for 14 days.

In case of delays owing to circumstances construed as being force majeure situations, the date of delivery shall be postponed for the duration of any such circumstances preventing delivery.

Deliveries

- o Further, SERENDIPITY B.V.-FRANKIE&LIBERTY is entitled to, at its option, to either postpone the delivery of an order or to cancel an order if the customer fails to make payments for goods previously delivered.
- o This does not entitle the customer to cancel present orders. SERENDIPITY B.V.-FRANKIE&LIBERTY does not accept cancellation of orders. Certain conditions, however, may lead to SERENDIPITY B.V.-FRANKIE&LIBERTY accepting a cancellation
- o Cancellations relating to either of the above will automatically lead to a penalty of 50% of the order cancellation amount. The amount will be invoiced immediately upon cancellation.

Prices

Any price quoted shall be subject to changes in customs duties and excise taxes of any kind and sudden exchange rate fluctuations.

Payment – Interest

Interest shall automatically be charged on overdue accounts at the rate of 2.0% per commenced period of a month as from the due date. If the purchase sum is paid after SERENDIPITY B.V.-FRANKIE&LIBERTY has taken steps to recover the claims through the courts, the customer shall pay all incidental costs.

Property

The property of the goods delivered shall remain with SERENDIPITY B.V.-FRANKIE&LIBERTY until payment in full has been effected.

Complaints

Complaints shall be made within 8 days of receipt of the goods at the latest. Complaints concerning part-deliveries shall not entitle the customer to cancel the remainder of the order. Complaints of non-visible damage shall be made within 8 days of the day on which the damage first could have been discovered. Complaints shall be made in writing and contain a precise statement of the nature of the error or defect. Complaints shall be subject to acceptance by SERENDIPITY B.V.-FRANKIE&LIBERTY before any goods are returned.

Relief (Force Majeure)

The following circumstances shall be considered as case of relief if they impede the performance of the contract or render performance thereof unreasonable burdensome: Industrial disputes and any other circumstance beyond the control of the parties such as fire, war, mobilization or draft for military service of a similar scope, requisitioning, sequestration, currency restrictions, insurrection and civil unrest, shortage of transport, general shortage of materials, restrictions in the use of power and non-delivery or delays in deliveries by sub-suppliers owing to any of the circumstances mentioned hereunder. The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing without delay on the intervention and on the cessation thereof. SERENDIPITY B.V.-FRANKIE&LIBERTY reserves the right to terminate the contract if, by reason of any of the said circumstance, the performance of the contract becomes impossible for more than six months.

Sales Address

In the absence of any written agreement with SERENDIPITY B.V.-FRANKIE&LIBERTY to the contrary, goods shall only be sold from the business address stated on the order.

Venue and Law

1. All disputes shall be submitted only to the district court of Amsterdam, subject to mandatory law. Nevertheless, SERENDIPITY B.V.-FRANKIE&LIBERTY may file the dispute with any other competent court according to law.
2. All Agreements (and agreements resulting therefrom) between Serendipity b.v. and Purchaser shall be governed by Dutch law. Application of the United Nations Convention for the International Sales of Goods is hereby expressly excluded.