

Contents

Runners Point Terms and Conditions for the Purchase of Goods	5
ARTICLE 1. DEFINITIONS	5
ARTICLE 2. CONDITIONS APPLICABLE	5
ARTICLE 3. PRICE AND PAYMENT	6
ARTICLE 4. WARRANTIES AND LIABILITY	6
ARTICLE 5. CHANGES	7
ARTICLE 6. DELIVERY	7
ARTICLE 7. TESTING, INSPECTION, RESPONSIBILITIES AND LIABILITY	8
ARTICLE 8. TERMINATION.....	9

Purchase Order verification

- You must receive a valid Purchase Order (“PO”) from a RPG buyer
- There is one type of a valid Purchase Order
 1. A soft copy computer generated Purchase order sent by mail in PDF format to be printed out

Verify the accuracy of all Purchase Order details including cost price, payment terms, pack type and special handling requirements prior to shipment.
Do not ship merchandise until you verify that all discrepancies on the Purchase Order have been corrected by requesting a new copy reflecting the change. Cost and payment term differences are not reimbursable if the Purchase Order is not correct.

Do not ship against telephone orders, worksheets or verbal commitments and ship a Purchase Order in its entirety unless otherwise noted.
All Purchase Orders are subject to Runners Point’s terms and conditions, a copy of which is included in this Manual.

Example of a Runners Point PO

A Vendor address

B Bestellung 1/XXXXX

Lieferanschrift RUNNERS POINT WE-Lager Blitzkühlenstraße 205 45659 Recklinghausen		Rechnungsanschrift Runners Point B.V. & Co. KG Finanz- und Rechnungswesen Tiroler Str. 26 45659 Recklinghausen	
--	--	--	--

Bestelldatum MM/DD/YYYY	Unsere Kundenr.	Unsere USt-Id-Nr. DE811167963	Transportart	Zahlungsart	Valuta	Zahlungsziel 0 Tage	Skonto	Skonto-Frist	Lieferung C MM/DD/YYYY	Seite 1
Betreff							Zahlungsvereinbarung			
							Lieferbedingungen			

Pos	Artikel-Nummer	Lf-Anz	Rg-Anz	VPE	Beschreibung	Lieferung	Einzelpreis	Summe
	XXXXX-XXX E				Sample-2000 D H			
		Eigenschaft	Gesamt	VPE	4 5 6 6,5 7,5			
		grau	60		8 14 13 11 14		J XX.XX	K XXXX.XX EUR
		F	G		*Kondition: *Kondition: ----- *Kondition: Gesamt:			
		60	60					XXXX.XX EUR

- A. Vendor address**
B. Oder no.
C. Delivery date
D. Article description
E. Article no.
F. Article color
G. Total quantity
H. Size run
I. Delivery address
J. Cost per Unit
K. Total cost

INCOTERMS 2010

The International Chamber of Commerce (ICC) launched the new Incoterms 2010 rules on 16 September 2010.

The Incoterms rules are a series of internationally recognized standardized terms governing the costs, risks and practical arrangements of the sale of goods, so the new rules are relevant for anyone involved in the buying and selling of goods and services relating to the movement of goods, especially international traders.

Taking effect from 1 January 2011, the new rules reflect the changes in international trade since the last version of the rules was published in 2000 (Incoterms 2000 rules).

There are significant changes: four Incoterms rules have been abolished and two new ones have been developed. There are changes to deal with cargo security and insurance, and the rules have been generally updated to make them more user friendly and mirror the modern language of international trade.

Changes to old existing terms have also changed like, FOB, also sellers and buyers need to be extremely careful when arranging for freight main carriage to ensure that terminal and port charges are clearly understood on which party is responsible for charges.

"E" Departure		"F" Main Carriage Unpaid			"C" Main Carriage Paid				"D" Arrival		
	EXW Ex-Works (Place)	FCA Free Carrier (Place)	FAS Free Alongside Ship (Port)	FOB Free On Board (Port)	CFR Cost & Freight (Port)	CIF Cost of Insurance & Freight (Port)	CPT Carriage Paid To (Place)	CIP Carriage & Insurance Paid To (Place)	DAT Delivered at Terminal (Place/Port)	DAP Delivered at Place (Place)	DDP Delivered Duty Paid (Place)
Obligation and Charges											
Warehouse Services	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Export Packing	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Loading at Point of Origin	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Inland Freight	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Port Receiving Charges	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Forwarder Fees	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Ocean/Air Freight	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Charges in Foreign Port	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller
Custom Clearance	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller
Customs Duties	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller
Delivery Charges to Final Destination	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Seller

Recommended Modes of Transportation

Mode	Term		Incoterms Rules and Standards
Any Mode of Transport including Multimodal	EXW	Ex Works (...Named Place of Delivery)	<ul style="list-style-type: none"> ■ Incoterms only relate to trade terms in the contract of sale between the buyer and seller and do not deal with the contract for carriage. ■ The roles and responsibilities listed on the front of this document can be altered / changed as long as there is an agreement between the buyer and seller. ■ Incoterms do not identify where the transfer of ownership or title occur. A separate statement regarding ownership / transfer of title should be included on the purchase order; contract, quote, proforma invoice and or commercial invoice. ■ Incoterms are not all inclusive and cannot address issues such as customary operations of carriers, ports, trade government regulations etc. ■ Incoterms are written to reflect rather than dictate trade practices. ■ Only two incoterms express when insurance is to be bought and issued - CIP and CIF.
	FCA	Free Carrier (...Named Place of Delivery)	
	CPT	Carriage Paid To (...Named Place of Destination)	
	CIP	Carriage & Insurance Paid To (...Named Place of Destination)	
	DAT	Delivered at Terminal (...Named Place/Port of Delivery)	
	DAP	Delivered at Place (...Named Place of Destination)	
	DDP	Delivered Duty Paid (...Named Place of Destination)	
Ocean	FAS	Free Alongside Ship (...Named Port of Shipment)	
	FOB	Free On Board (...Named Port of Shipment)	
	CFR	Cost and Freight (...Named Port of Destination)	
	CIF	Cost, Insurance and Freight (...Named Port of Destination)	

Runners Point Terms and Conditions for the Purchase of Goods

These Terms and Conditions shall apply to all the purchases of goods and supplies of whatever nature by **RUNNERS POINT B.V. & Co. KG**, a German corporation having its registered address at Tiroler Straße 26 , 45659 Recklinghausen, Germany, registered in the Register of Commerce of Recklinghausen under number HRA 4971, VAT number DE811167963 (hereinafter referred to as "Runners Point").

ARTICLE 1. DEFINITIONS

- 1.1 "Terms and Conditions" shall mean these Terms and Conditions,
- 1.2 "Delivery Date" shall mean the date agreed between Runners Point and Vendor for the delivery of the Goods to the Location, as specified on the Purchase Order,
- 1.3 "Goods" shall mean the goods and/or supplies, as described in the Purchase Order, with the exception of footwear, apparel and accessory items sold to the public in Runners Point stores,
- 1.4 "Price" shall mean the agreed price as detailed on the Purchase Order, exclusive of VAT
- 1.5 "Location" shall mean the location to which the Goods must be delivered, and which is specified on the Purchase Order,
- 1.6 "Purchase Order" shall mean an order placed by Runners Point for the purchase of Goods,
- 1.7 "Vendor" shall mean the seller of the Goods, as described on the Purchase Order.

ARTICLE 2. CONDITIONS APPLICABLE

- 2.1 These Terms and Conditions shall apply to all Purchase Orders for Goods placed by Runners Point. Deviations from and additions to these Terms and Conditions shall only be valid if they have been expressly agreed in writing.
- 2.3 Acceptance of a Purchase Order, as well as dispatch or delivery of the Goods by Vendor shall be deemed conclusive evidence of Vendor's acceptance of these Terms and Conditions.
- 2.4 All Purchase Orders will be raised in Euros, unless otherwise specified on the Purchase Order.

2.5 None of the terms and conditions contained in Vendor's quotation documents, acknowledgments, invoices, delivery documents or other forms of acceptance of the Purchase Order shall apply. Acceptance of Goods by Runners Point shall not constitute acceptance of Vendor's terms and conditions.

ARTICLE 3. PRICE AND PAYMENT

3.1 The Price for the Goods is described on the Purchase Order.

3.2 Prices recorded on the Purchase Order are total prices and cannot be increased with any additional charges whatsoever for ancillary costs such as carriage, freight, insurance, licenses and duties, packaging, labeling and any other governmental or official levies, which shall be borne by Vendor, unless the Purchase Order states otherwise.

3.3 Vendor's invoices shall be issued after complete delivery and acceptance of the Goods by Runners Point. The invoices shall be payable 45 days from receipt of the invoice. Runners Point reserves the right to protest invoices in good faith, in which case payment shall be suspended without any late interests or indemnity being due.

3.4 Vendor shall ensure that all invoices be addressed to the correct Runners Point legal entity and address as mentioned on the Purchase Order. The invoice must specify the Purchase Order number, Price, currency and VAT number and shall be sent to the address specified on the Purchase Order.

3.5 Vendor acknowledges that failure to invoice Runners Point correctly may result in payment delays, without a right to claim any late fees or penalties.

3.6 Invoices can only be issued based on a Purchase Order. No payments will be made without a Purchase Order.

ARTICLE 4. WARRANTIES AND LIABILITY

4.1 Vendor warrants, guarantees and represents that:

- (A) the Goods will be manufactured, stored, tested, packed, labeled, transported and supplied in accordance with the description contained in Runners Point's specification and/or on the Purchase Order, and will be in accordance with applicable industry standards, laws, rules and regulations of, among others, the European Union as well as German and/or relevant domestic laws of European Union member countries – where applicable – dealing with, without limitation, hazardous products, advertising, labeling, consumer protection, guarantees for consumer goods, language, packaging, product liability, customs, country of origin requirements, intellectual property regulations, health & safety requirements, and any other laws, rules and regulations applicable to the sale, purchase and delivery of the Goods;

- (B) all implied terms, conditions and warranties relating to the quality and/or fitness for purpose of the Goods will be respected;
- (C) Vendor represents, warrants and guarantees that the Goods shall be of merchantable quality, be fit for the purpose for which they are sold, and in a sale by description: correspond to the description, or in a sale by sample: correspond to the sample;
- (D) all representations, statements or warranties made or given by Vendor (whether orally in writing or in any of the Vendor's brochures catalogues and advertisements) regarding the quality and fitness for purpose of the Goods shall be deemed to be express conditions;
- (E) Any packaging of the Goods shall be of satisfactory quality and fit for the purposes for which Runners Point intends to use such Goods.

4.2 All of the representations, warranties, guarantees and indemnities contained in these Terms and Conditions shall survive the delivery and acceptance of the Goods.

4.3 All rights and remedies are cumulative and in addition to those which Runners Point has under law and equity.

ARTICLE 5. CHANGES

5.1 Vendor shall not deviate from any specifications referred to in a Purchase Order or from any sample approved by Runners Point, without the prior written consent of an authorized representative of Runners Point.

5.2 Runners Point may at any time, by a written Purchase Order, make reasonable changes to any one or more of the following: (1) drawings, designs or specifications; (2) method of shipment or packaging; and (3) place of delivery. If an amendment to a Purchase Order causes an increase or decrease in the Price or the time required for the performance of any part of the work under such Purchase Order, an equitable adjustment shall be made to the Price or delivery schedule, or both, and the Purchase Order will be modified in writing upon receipt of an amended quotation.

ARTICLE 6. DELIVERY

6.1 The Delivery Date is of the essence. The Delivery Date is specified on the Purchase Order.

6.2 Risk to the Goods shall pass to Runners point only upon delivery of the Goods to the Location and upon acceptance of the Goods by a representative of Runners Point.

6.3 Vendor is responsible for all storage of the Goods until they are dispatched.

ARTICLE 7. TESTING, INSPECTION, RESPONSIBILITIES AND LIABILITY

7.1 The Goods shall be delivered to Runners Point at the Location indicated on the Purchase Order. Final inspection and acceptance of Goods shall be at the Location, unless otherwise agreed in writing.

7.2 Vendor shall permit Runners Point to inspect and test the Goods, at reasonable times and upon reasonable notice, during their manufacture and processing, although for the avoidance of doubt no inspection or approval of the Goods by Runners Point prior to delivery shall lessen, reduce or prejudice Runners Point's rights and remedies against Vendor in the event that the Goods are not of the necessary quality, design or standard.

7.3 Vendor may not ship under reservation. Delivery of all or any part of the Goods which does not conform to the terms of the Purchase Order as to, among others, quality, quantity, assortment, packing, or packaging can be rejected by Runners Point at its own discretion, and Vendor shall be charged among others, for the handling and return shipping expenses. Rejected Goods shall be deemed to be the property of Vendor. Acceptance of the Goods shall not take place, in any case, until after Runners Point has actually inspected the Goods and ascertained that they are in accordance with the Purchase Order and specifications given. Special mention is made to partial shipments, where Runners Point shall retain total discretion in accepting or rejecting such partial deliveries. Also any delivery that may be deemed to materially impair the value of the Goods, and constitute a breach of the terms of the Purchase Order, can be canceled or rejected by Runners Point and returned to Vendor, at Vendor's expense, or removed from the Location.

7.4 With regard to defective Goods, which can be returned by Runners Point at the moment of delivery or at any later point in time when such defect becomes apparent, Vendor shall reimburse Runners Point for all actual expenses that Runners Point may incur with respect to the same. Runners Point may withhold against any payment due to Vendor the Price of such Goods until the defective Goods have been replaced within a reasonable time of receipt of the written notice from Runners Point to do so, or until an agreement has been reached regarding the indemnification due by the Vendor regarding the defective Goods, and such without prejudice to Runners Point's other rights in such case. Acceptance of any delivery shall not prevent Runners Point's subsequent rejection of any delivery of Goods that do not conform to the terms of the Purchase Order.

7.5 If Vendor fails to deliver the Goods by the Delivery Date or in accordance with the specifications on the Purchase Order, Runners Point reserves the right to cancel the Purchase Order and purchase the Goods elsewhere and Vendor shall be responsible for any additional cost, expense or damage incurred by Runners Point in connection with obtaining the Goods from a different vendor, unless Runners Point would indicate in a written notice to the Vendor that it would expect Vendor to immediately replace such Goods or deliver them at a later date indicated by Runners Point. Runners Point also reserves the right to claim compensation.

7.6 To the extent that Vendor, Vendor's agents, employees or contractors enter premises occupied by or under control of Runners Point in the course of the

performance of a Purchase Order, Vendor shall take all necessary precautions to prevent the occurrence of any injury (including death) to any person or damage to any property arising out of any acts or omissions of Vendor or any of its agents, employees or contractors (except to the extent that any such injury or damage is due solely and directly to Runners Point's gross negligence), and Vendor shall indemnify Runners Point against any loss, claim damage, liability, expense (including reasonable attorney's fees) and disbursements of any kind whatsoever arising due to any act or omission of Vendor, its agents, employees or contractors.

ARTICLE 8. TERMINATION

8.1 A party (the "Non-defaulting Party") may by giving notice to the other party (the "Defaulting Party") cancel a Purchase Order with immediate effect if:

- (A) the Defaulting Party is in breach of Article 10 (Confidentiality and Intellectual Property Rights);
- (B) the Defaulting Party fails to pay an amount due under these Terms and Conditions within 30 days of the due date and such breach has not been remedied by appropriate remedial action within 30 days after receipt by the Defaulting Party of a registered notice from the Non-defaulting Party requiring such remedy, and always provided the non-payment is not due to a good-faith protest of the amount claimed as due;
- (C) the Defaulting Party is in breach of any other clause of these Terms and Conditions and such breach has not been remedied by appropriate remedial action within 10 days after receipt by the Defaulting Party of a written notice from the Non-defaulting Party requiring such remedy, and notwithstanding Runners Point's right to immediate termination stated otherwise in this Agreement, and specially in art. 7.3 and art. 7.5;
- (D) any procedure is commenced in view of winding-up or re-organization of the Defaulting Party or in view of appointing an administrator, receiver or trustee in bankruptcy in relation to the Defaulting Party on all or substantially all of its assets;
- (E) the holder of any security over all or substantially all of the assets of the Defaulting Party takes any step to enforce that security;
- (F) all or substantially all of the assets of the Defaulting Party are subject to attachment, sequestration, execution or any similar process;
- (G) the Defaulting Party is unable to pay its debts as it falls due or enters into a composition or arrangement with its creditors or any class of them; *or*
- (H) Anything analogous to any of the events described in paragraphs (D) to (G) occurs in any jurisdiction.

8.2 In the event of cancellation of a Purchase Order based on this clause, all the rights and obligations of the Parties shall forthwith cease, except for those provisions expressly stated to continue without limit in time.

8.3 For the avoidance of doubt Runners Point's right to cancel a Purchase Order in accordance with this clause is not exclusive of any rights, powers and remedies provided by law.

ARTICLE 9. INSURANCE

9.1 Vendor shall, at all times, procure and maintain appropriate insurance with a reputable insurer, covering all of its liability under this Agreement, and shall provide Runners Point with a copy or certificate of such insurance at first demand. The cost of taking out such insurance is included within the Price.

The insurance cover shall include, among others:

- Employer Liability Insurance;
- Comprehensive General Liability Insurance;
- Property Insurance in an amount sufficient to cover loss due to damage, loss or theft.

As necessary to cover Runners Point from such risks and claims.

ARTICLE 10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

10.1 All materials including, among others, specifications, patterns, drawings, photographs, samples and information provided by Runners Point to Vendor shall be considered at all times as Confidential Information and shall remain the exclusive property of Runners Point and shall not be disclosed by Vendor to any third party without Runners Point's written consent.

10.2 Vendor shall not use Runners Point's property referred to in clause 10.1 above nor allow it to be used for any purpose other than the supply of Goods in accordance with the Purchase Order.

10.3 The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Vendor in these Terms and Conditions shall survive their expiration or termination, as the case may be.

10.4 Vendor shall indemnify Runners Point against any third party course of action based on the claim that the Goods, equipment, materials developed and/or delivered by the Vendor infringe an intellectual or industrial property right. Vendor shall promptly defend all such claims by the use of attorneys of its choice, which choice shall be reasonably acceptable to Runners Point. Vendor will keep Runners Point fully informed as to the progress of such defense.

10.5 Neither Party shall have any right to copy, reproduce, display or in any other way make any use of the other Party's trade name, copyrights, patents and trademarks without such Party's previous written consent. These Terms and Conditions do not grant any right or license to any Party to use the name, trademark, patents or copyright of the other. Nothing contained in these Terms and Conditions shall be construed as an

assignment or grant of any right, title or interest in or to the trade name, copyrights, patents or trademarks from one Party to the other.

10.6 Vendor shall not disclose to present or prospective clients, or otherwise in its marketing materials, that it delivers Goods to Runners Point.

10.7 The Parties hereby acknowledge and expressly agree that, in those cases where either Vendor alone or Vendor and Runners Point jointly create or jointly contribute to the creation of new material under the terms of a Purchase Order that is susceptible of intellectual property protection (under, without limitation, patent law, copyright law, trademark law, know-how, business methods), then all rights, title and interest on such new materials shall belong to Runners Point and Runners Point shall have, for all legal purposes, title and ownership on such intellectual property rights created under a Purchase Order, whereby the contribution made by the Vendor will be considered as “Work for Hire”. Vendor hereby waives any moral rights that Vendor may have with respect to such materials.

In case such rights and ownership are not directly attributed to Runners Point under an applicable jurisdiction, then Vendor hereby expressly agrees to take all necessary legal steps under such jurisdiction to transfer said title and ownership to Runners Point in a permanent, irrevocable and exclusive manner, without compensation.

ARTICLE 11. WAIVER, ENTIRE AGREEMENT

11.1 No waiver by Runners Point (whether express or implied) in enforcing any of its rights under these Terms and Conditions shall prejudice its rights to do so in the future.

11.2 These Terms and Conditions and the Purchase Order constitute the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof. It supersedes any other previous agreements, negotiations, representations and undertakings. These Terms and Conditions and the Purchase Order may not be amended or modified, except in writing, duly signed by Runners Point.

ARTICLE 12. RELATIONSHIP BETWEEN THE PARTIES

12.1 Neither party shall represent itself as an agent or legal representative of the other party or its affiliates for any purpose whatsoever and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of them in any way whatsoever.

ARTICLE 13. INVALIDITY

13.1 In the event that any of the provisions of these Terms and Conditions are held to be invalid, the remainder of the Terms and Conditions will continue in full force and effect.

ARTICLE 14. ASSIGNMENT AND CHANGE OF CONTROL

14.1 Vendor cannot assign any of its rights or duties under the Purchase Order and/or these Terms and Conditions without the prior written consent of Runners Point.

ARTICLE 15. FORCE MAJEURE

15.1 Neither party shall be in breach nor incur any liability to the other if a Party is unable to comply with its obligations under a Purchase Order and/or these Terms and Conditions due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

15.2 In the event of any such occurrences affecting one of the Parties, such Party shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the Purchase Order on notice taking effect immediately upon receipt.

ARTICLE 16. JURISDICTION AND APPLICABLE LAW

16.1 This contract is subject to the laws of Germany. The Vienna Sales Convention of 1980 shall not apply.

16.2 All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the competent Courts of Recklinghausen, Germany

ARTICLE 17. NOTICES

17.1 All notifications to be effected under these Terms and Conditions and/or the Purchase Order shall, unless specified otherwise on the Purchase Order, be delivered by special courier or sent by registered mail return receipt, as follows:

- if to Runners Point:
Runners Point B.V. & Co. KG
Tiroler Straße 26
45659 Recklinghausen
Germany

- if to Vendor, to the address specified on the Purchase Order.

17.2 The Parties may change their address for receipt of notices at any time upon written notice to the other Party.