

# Santa's General Terms and Conditions of Purchase

## 1. Scope of application

These General Terms and Conditions of Purchase (hereinafter, "GTC") shall govern the execution, terms, and performance of all contracts for the purchase of goods (hereinafter, the "Goods") entered into by Santa Claus & Co. acting out of their headquarters at the North Pole, or by a delegated elf at any of the undertaking's branch offices located elsewhere in the world (hereinafter "Santa"); they further govern the contractual relationship between Santa and the Supplier (hereinafter, the "Supplier"). Also applicable shall be the Code of Conduct for the assurance of a **MERRY** Christmas and any such further supplementary terms and conditions as may be stipulated in writing in individual delivery agreements.

The masculine gender is used in the generic sense in the present General Terms and Conditions, and is to be understood as including all other genders, defined or undefined, of persons, elves, goblins, or other sentient beings of whatsoever species.

Any provisions contrary to the present GTC, in particular the general terms and conditions of any Supplier, shall apply only subject to the prior written consent of Santa, as indicated by his signature and the mention "read and approved", and/or "Ho, Ho, Ho". Silence on the part of Santa shall not be construed as an indication of consent, or as an acknowledgement or denial of his existence.

## 2. Validity of offers and orders

All offers submitted by the Supplier shall remain irrevocably in effect until the celebration of **CHRISTMAS** in the respective current year, unless otherwise agreed by the parties.

Orders placed with the Supplier by Santa (hereinafter, the "Orders") shall be based on the orders placed by any child or childlike adult between the ages of 0 and 120 years (hereinafter "End User"), by any means of communication, including, in particular, cards, letters, e-mails, text messages, or wishes fervently addressed to Santa. Such commands shall be binding upon Santa only subject to the tacit or express approval of the parents, trustees, or guardians (hereinafter, the "Legal Representatives") of the End User.

Until such time as an Order has been confirmed by the Supplier, Santa shall be entitled to cancel any Order, at any time, and for any reason, in particular, due to a cancellation or modification of the Order by the End User under the influence of a whim, mood swing, or other unforeseeable event. Santa shall further be entitled to cancel any Order, up to the time of delivery, in the presence of just cause, in particular, by reason of a prohibition issued by the Legal Representatives due to serious misbehavior, mischief, or menace to the physical or mental health of his siblings by the End User. The Supplier shall be entitled to reimbursement of its costs only subject to the condition that the Goods cannot be resold or used in any other manner, in particular, for the consolation of disobedient children through the intervention of a distant relative.

## 3. Place and manner of delivery

The place of delivery hereinafter ("Place of Delivery") shall be stipulated by Santa in all Orders. Delivery to Santa's headquarters (hereinafter, the "North Pole"), shall be made only of such goods as are suitable for subsequent aerial sleigh transport by Santa to the End User. All other Goods of a bulky nature shall be delivered directly to the End User. All Goods not capable of being delivered without difficulty via a chimney shall be delivered disassembled **AND** accompanied by instructions for their assembly by the End User or his Legal Representatives.

All risks of loss, theft, and/or damage of Goods prior to their delivery to Santa or to the End User, shall be borne by the Supplier until the time of delivery, DACF ("Delivered After Chimney Flue") as defined by the Incoterms 2010 Rules.

## 4. Date of delivery

The agreed delivery date shall be stipulated in the respective Orders. Where delivery is made to the End User, the Supplier shall make delivery of the Goods during the night of the 24<sup>th</sup> to the 25<sup>th</sup> of December, precisely. No early deliveries shall be countenanced. Santa shall be entitled to assert claims for damages against the Supplier for all prejudice incurred due to failure by the Supplier to make delivery of the Goods at the agreed time, in particular, for

harm to Santa's image, or for moral injury suffered by the End User or, more specifically, by the Legal Representatives in the event of a major tantrum on the part of the End User.

## 5. Safety and health protection measures

The Supplier undertakes to abide by all relevant safety provisions. It warrants that all of its delivery personnel will be equipped with the requisite personal safety equipment (in particular, a safety harness for fall protection and a lubricated wetsuit for their descent down chimneys) and will abide by all road and air traffic safety regulations as applicable to the mode of conveyance selected. In the event of delivery via sleigh, the Supplier undertakes to adhere to all statutory provisions governing the safety and health protection of reindeer, as well as the provisions of the collective bargaining agreement of the pack animal union (in particular, fodder break, access to water trough every three hours, and hot drinks where temperatures fall below zero degrees).

## 6. Socially responsible conduct

It shall be incumbent upon the Supplier to adhere to the guidelines issued by Santa with regard to proper conduct during the Christmas (Code of Conduct for the Assurance of a Merry Christmas) and to maintain compliance with all laws governing the protection of the rights of children, environmental protection standards, and all applicable anti-corruption provisions. In particular, the Supplier undertakes not to give gifts of a value exceeding CHF 20 to the children of PEPs (politically exposed persons), VIPs, or other influential persons from whom the Supplier may hope to receive any undue advantage.

## 7. Intellectual property

Santa Clause & Co. grants to the Supplier a right of use, when making deliveries of Goods to the End User, to Santa's brand marks, distinctive emblems, and other ancillary rights (hereinafter, "Santa Marks"). Suppliers who choose to make use of any Santa Marks undertake to ensure the proper appearance of their delivery personnel, in particular, the bushy whiteness of their beards, the bright redness of their attire, the flop of their hats, the discernibly oversized belly, and **A** generally **HAPPY** facial expression. It shall further be incumbent upon the Supplier to familiarize itself with the customary practices, methods, and procedures normally used by Santa or its agents on Christmas Eve. The Supplier shall not be authorized to reproduce, imitate, publish, or make use of such practices, methods, or procedures for any purpose other than the proper execution of Orders.

## 8. Invoices and payment methods

The Supplier shall deliver to Santa by separate mail an individual invoice for each Order following proper, full, and timely delivery of the Goods in accordance with the terms of the Order. Any such cookies or glasses of milk consumed by delivery personnel when making delivery to the End User shall be deducted from the final price of the Order.

The Supplier shall not be entitled to delay deliveries or to refuse the making of **NEW** deliveries on the grounds that Santa is in arrears on payment for deliveries made in the preceding **YEAR**.

## 9. Confidentiality

It shall be incumbent upon the Supplier to maintain the confidentiality of all such commercial and technical information not publicly available concerning Santa or Santa's gifts as may become known to him in connection with the performance of this contractual agreement. In particular, it shall be strictly prohibited for the Supplier to disclose any information of any soever nature concerning the existence, location of the headquarters, or solvency of Santa.

## 10. Applicable law and jurisdiction

The contractual relationship between the Supplier and Santa shall be governed exclusively by the substantive law of the North Pole, to the exclusion of all provisions of private international law. Exclusive jurisdiction for all claims by the contracting parties arising out of the contractual relationship between the Supplier and Santa or its agents, or in connection therewith, including extra-contractual claims, shall lie with the courts of the Village of Well-Behaved Children, North Pole.

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