

General Terms and Conditions of Sale and Delivery of B.V. Denimpex

Which has its corporate seat in Amsterdam and its place of business at Poortcamp 17.
Registration number at the Chamber of Commerce in Amsterdam; 33089266.

Sale

1. Applicability

- 1.1 Only the following conditions apply to all offers and/or agreements and all obligations arising from these under which B.V. Denimpex (hereinafter referred to as the Seller) sells and delivers goods to the other party (hereinafter referred to as the Buyer).
- 1.2 Stipulations deviating from these General Conditions are only valid, if and to the extent that they have been explicitly agreed upon in writing. The seller hereby explicitly declines the applicability of the general conditions as observed by the Buyer

2. Formation of Contracts

- 2.1 All offers by the seller are without obligation.
- 2.2 The Seller reserves the right to withdraw an offer made by him within two (2) business days after the offer has been accepted.
Acceptance of an offer made by the Seller van only be done by a written notification of an authorized person.
- 2.3 If on acceptance there is a deviation from the offer by the Seller, Seller shall regard the acceptance as an invitation to make an offer. In that case the Seller makes a new written offer, to which the Articles 2.1 and 2.2 apply.
- 2.4 Furthermore, agreements are concluded only after the Seller has accepted an offer. The seller has the right to refuse orders or instructions or to accept these without giving reasons under the condition that the forwarding is send cash or after payment in advance.

3. Prices

- 3.1 Prices submitted or agreed upon apply to delivery ex warehouse and are exclusive of packaging and freight costs, exclusive of loading and unloading and exclusive of turnover tax.
- 3.2 In case of promulgation of levies or special taxes after conclusion of the contract, as well as in case of modification of these insofar as being in force during the conclusion of the agreement, the Seller shall have the right to increase the agreed price accordingly and to invoice this price increase to the Buyer, even when, on entering into this agreement, this price increase was to be expected.

4. Delivery

- 4.1 Unless explicitly agreed upon otherwise, delivery takes place ex warehouse, where the goods sold are stored.
- 4.2 From the moment the contract of sales is concluded the goods sold are at the Buyer's disposal, and at the buyer's expense and risk.
- 4.3 If it has been agreed that goods are to be delivered ex warehouse, the Buyer shall arrange the transport

- 4.4 If in the case under 4.1 the Seller arranges the transport at the Buyer's request, the Seller will only do so on the Buyer's behalf and at the Buyer's expense and risk. The Seller excludes any liability for the instructions given by the Seller with regard to the transport. If the Buyer has not given any special instruction in the selection of the carrier, the Seller will be completely free to select the carrier.
- 4.5 If it has been decided that delivery to the Buyer is freight paid, the Seller will carry out the transport. In that case delivery takes place by the delivery of the goods at the address agreed upon with the Buyer.
- 4.6 Also, in the case mentioned under 4.5 the goods sold by the Seller will be completely at the Buyer's expense and risk from the moment that the contract of sale has been concluded.
- 4.7 The buyer himself must provide a transport insurance. This insurance is never included in the transport.
- 4.8 If, for the Buyer's benefit, the Seller performs customs facilities or similar acts, connected with the completion of the contract of sale, these acts shall always be at the Buyer's expense and risk.
- 4.9 The Buyer guarantees the Seller that at all times he holds the permits required for the import and transport of the goods he has bought, and the Buyer indemnifies the Seller against all claims (such as claims relating to product liability), debts, taxes or fines, from third parties including any national or international government, or any European authority.

5. Delivery periods

- 5.1 Specified delivery periods on the Seller's part are without obligation and never to be regarded as deadlines.
- 5.2 In no event is the Seller in default by the mere expiring of the delivery periods agreed upon, and for this purpose always a written notice of default shall be required.
- 5.3 Exceeding a delivery period never entitles the Buyer to any compensation, dissolution of the contract or any other action with respect to the Seller. It differs only in the case of gross negligence or wilful misconduct by the Seller or his managerial staff, or in case the delivery period is exceeded by more than four weeks. In that case the Buyer is entitled to dissolve the contract of sale, however, without being entitled to claim any damages.

6. Refusal receipt of goods

- 6.1 If delivery ex warehouse has been agreed upon, the Buyer shall take delivery of the goods bought as soon as possible after formation of the contract of sale mentioned, in any case within 48 hours by a carrier selected by him or in his name.
- 6.2 If, for any reason, the Buyer doesn't take possession of the goods delivered, he shall be nevertheless obliged to meet the payment obligations agreed upon as if he had taken up the goods delivered.
- 6.3 If the Buyer doesn't take possession of the goods delivered, the Seller shall be entitled to store these goods in a place of his choice at the Buyer's expense and risk. The Seller is not liable to pay any damages to the buyer - for example yet not exclusive as a result of deterioration in quality or weight - in connection with the refusal to receive the goods delivered.

7. Payment

- 7.1 Payment shall always be made within thirty (30) days after delivery, unless otherwise explicitly agreed upon.
- 7.2 In the event of failure to pay in time the Buyer shall be due a default interest equal to the statutory interest raised by 2% per annum from the thirtieth (30th) day until the day of full payment.
- 7.3 In the event of failure to pay in time the seller shall be entitled to postpone the delivery of other goods sold by him to the Seller until the moment the Buyer has fully met his payment obligations, including the contractual interest due.
- 7.4 If payment has not been made on the thirtieth (30th) day after the date of invoice, the Buyer shall be in default by operation of law, and the Buyer shall be obliged to pay the statutory interest, increased by 2% of the invoice amount.
- 7.5 If the Buyer files for a moratorium of payment or bankruptcy or a petition is filed in bankruptcy, all outstanding invoices shall forthwith be due and payable.
- 7.6 In the event of the Buyer not fulfilling his obligation to pay on the firm date, the Seller shall be entitled to pass on the claim for collection. The extra judicial and court costs shall be borne by the Buyer. The extra judicial costs are calculated in accordance with the collection rates of the Dutch Bar Association, at a minimum of 200 euro exclusive of BTW (Dutch VAT).

8. Complaints

- 8.1 On delivery the Buyer shall be obliged to check the quantity of and visible outside damage to the goods delivered. If the goods are placed at the disposal of a carrier, the Buyer shall have the goods examined by a person to be appointed by him. If no such person has been appointed, the driver receiving the goods on the Buyer's behalf shall be considered to examine the goods on the Buyer's behalf.
- 8.2 The Buyer shall lodge complaints relating to quantity and visible outside damage and/or defects in writing as soon as possible, but in any case within 12 hours after the delivery as referred to in Article 4, in the absence of which the quantities stated on the consignment notes, delivery notes, invoices or suchlike documents are considered to be correct and the goods are considered to be delivered without visible outside damage. If the defect in the quantity delivered is less than 10% of the total quantity, the Buyer shall be obliged fully to accept the goods delivered at a proportional reduction of the purchase price.
- 8.3 Complaints relating to non-visible damage and/or defect at the time of delivery, as well as other complaints shall be lodged in writing with the Seller as soon as possible, but in any case within 24 hours after the delivery as referred to in Article 4 or as the case may be after possible defect have been discovered or could have reasonably been discovered by the Buyer, by default of which the Buyer is deemed to have approved of the goods delivered.
- 8.4 If the Buyer has any complaints about the quality of the goods delivered, he shall have the goods surveyed by a sworn expert within 24 hours after delivery as referred to in Article 4, in the case of visible defect as referred to in Article 8.2 or as the case may be after possible non-visible defects are discovered or could reasonably have been discovered and he shall give the Seller the opportunity to have a counter survey carried out at the same time. Also, in this case the goods sold are fully at the Buyer's expense and risk from the moment the contract of sale has been concluded.
- 8.5 Complaints for late or wrong delivery lodged at the Seller's address don't have any legal consequences and release the Seller from any liability.

8.6 If it is established that the goods delivered don't meet the agreed specifications, the Seller shall have the opportunity to replace the goods during a period of time similar to the original delivery period. The terms of payment as laid down in Article 7 remain in full force.

9. Liability

9.1 The seller only accepts liability for the loss suffered by the Buyer which amounts to a fundamental breach of contract or from a wrongful act, if and in so far as this liability is covered by his insurance, up to the amount of payment by underwriters.

9.2 If for any reason insurer doesn't pay out, or the loss is not covered by insurance, the liability shall be limited to the invoice amount.

9.3 Notwithstanding the provisions of the preceding subsections and the stipulations referred to in Article 5 the Seller doesn't accept any liability for exceeding the delivery periods nor for trading and consequential loss, of the Buyer as well as of his customers.

9.4 The Seller shall not be liable if the defects are the result of circumstances beyond his control as referred to in Article 11

9.5 The Buyer shall always be fully liable for payment of duties in relation to customs and transit documents such as – but not exclusively – T1 and T2 documents. On first request the Buyer gives the Seller sufficient guarantee for the consequences of the possible non-payment of the documents as mentioned above, such as the amount due for import duties and BTW (Dutch VAT), fines and interest.

9.6 The exemptions or as the case may be restrictions from liability as included in these conditions are not applicable in so far as the loss is the result of gross negligence or wilful misconduct of the Seller or his managerial staff.

10. Indemnity

10.1 The Buyer commits himself to indemnify the Seller against claims from third parties of any nature, which are connected with the goods delivered, in particular arising from injury or death.

11. Force Majeure

11.1 In case of force majeure, being a non-attributable failing on the Seller's part in the fulfilment of his obligations, the Seller's obligation to deliver shall be suspended for the duration of the situation of force majeure.

11.2 To be considered to be force majeure are always but not exclusively, war, threat of war, mobilization, riots, civil war, fire, floods, frost, lightning, labour disputes, strike actions (both on the part of the Seller as on the part of his suppliers), lock outs, delays in the supply, the non-availability of the goods sold - for whatever reason -, transport impossibilities, negligence on the part of auxiliary persons, defects in the means of transport, mobilization, seizure of goods and trade embargoes.

11.3 If compliance with the contract has become impossible for a period longer than fourteen (14) days as a result of circumstances as referred to under Article 11.1 each party will be entitled to dissolve the contract by a specific and written statement, without judicial intervention

11.4 Should one of the events as referred to under Article 11.1 occur, the Seller shall never be liable to pay any damages.

11.5 If at the start of one of the events as referred to under Article 11.1 the Seller has already partially fulfilled his obligations or is only partially able to fulfil his obligations, he shall be entitled to invoice the goods delivered or as the case may be part of the available goods, and the Buyer shall be obliged to pay this invoice as if it concerned a separate contract.

12. Retention of title

12.1 The ownership of all the goods delivered is explicitly retained by the Seller until full payment of all his invoices has taken place – including interest and costs due in this respect – arising from the contract for the supply of goods and the carrying out of activities.

12.2 The buyer may only dispose of those goods which are subject to retention of title, in the context of his normal conduct of business. In that case the Seller's right of ownership ceases not before the goods involved have been delivered to a third party.

12.3 The buyer shall undertake to make the unpaid goods available to the Seller on first demand and shall give irrevocable authorization to the Seller or to the person or persons appointed by the Seller to enter the place where these goods are kept in order to take these goods back and to store them in warehouses which the Seller selected.

12.4 The Seller transfers the ownership of the goods mentioned to the Buyer pursuant to the provisions under 1 at the moment when the Buyer has met all his obligations. As security of payment of the total amount due by the buyer at any moment in time, the Seller shall have a right of retention and a pledge on all the goods of the Buyer which the Seller holds or will be possession of, such as pursuant to the provisions of Article 12.3.

Purchase

13. Applicability

13.1 Only the following conditions are applicable to all purchase agreements and all obligations arising from these agreements under which B.V. Denimpex acts as the Buyer, as well as to all requests and orders by B.V. Denimpex, under which an order counts as an offer.

13.2 In these conditions supplier means every (legal) person and/or related (subsidiary) companies with whom B.V. Denimpex has entered into an agreement, or wishes to do so.

13.3 These conditions also apply when B.V. Denimpex accepts an offer by a supplier in so many words, with reference to these conditions and whereby possible conditions of sale are expressly rejected.

13.4 Stipulations varying from these conditions shall be agreed upon with the supplier in each case; the supplier can not refer to differences that have been made earlier in a contractual relationship with B.V. Denimpex.

14. Offers, agreements

14.1 All requests, order and/or offers in any form by B.V. Denimpex are always without any obligation, unless stated otherwise.

14.2 An agreement shall only be concluded after B.V. Denimpex has acknowledged the receipt of the supplier's acceptance, within 48 hours, or if the offer by the supplier is accepted by B.V. Denimpex.

14.3 Also, after the agreement has been concluded the supplier shall be obliged to make all the non-fundamental changes for which B.V. Denimpex asks.

15. Prices

15.1 The supplier may not raise an agreed price, not even as a consequence of an increase in the cost price by any cause, unless B.V. Denimpex expressly agrees to this.

16. Delivery

16.1 The delivery periods stated by the supplier are deadlines, unless parties have agreed otherwise. If delivery doesn't take place in time the supplier shall be in default at once, and B.V. Denimpex shall be entitled to dissolve the agreement and/or to claim damages.

16.2 If the supplier foresees that the delivery period to which he has committed himself cannot be met, he shall be obliged to notify B.V. Denimpex without delay stating that relevant circumstances. If the supplier fails to do so, a later invoking of this exceeding – also in the event of force majeure – shall not be accepted.

16.3 In the event of cancellation by reason of late delivery, B.V. Denimpex shall be entitled to return the goods delivered at the supplier's expense and risk.

16.4 Without prejudice to statutory compensation, in the event of late delivery and cancellation, B.V. Denimpex shall be entitled to compensation for extra expenses for a reasonable replacement of the goods which aren't received, as well as for compensation for the higher price which must be paid in case of replacement purchases.

16.5 Unless agreed upon otherwise, the supplier shall deliver freight paid, B.V. Denimpex.

17. Transfer of ownership

17.1 The ownership of goods, as well as the risk attached shall be transferred only at delivery.

17.2 If other rights apart from the supplier's right of ownership are attached to the goods, the supplier shall notify B.V. Denimpex without delay.

18. Termination of the purchase agreement

18.1 B.V. Denimpex is entitled to terminate the agreement without further notice of default or to dissolve the agreement in the following cases:

- I. in the event of non, overdue or inadequate compliance by the supplier with his obligations arising from the agreement or connected to it;
- II. if the supplier is declared bankrupt, applies for a moratorium of payments, is granted a moratorium of payments, or in the event of the closing down or winding up of this company

18.2 If a circumstance as referred to under 18.1 occurs, the supplier shall be in default by operation of law and B.V. Denimpex shall be entitled to claim statutory damages.

18.3 All claims that B.V. Denimpex may have on the supplier are forthwith due and payable.

18.4 In the circumstances mentioned above B.V. Denimpex may decide to have the ordered goods delivered, manufactured or finished by a third party at the supplier's expense and risk, after the supplier has been notified in writing.

19. Payment

19.1 Payment shall be made within 30 days of receipt of the invoice and after approval of the goods. Payment does not release the supplier of any guarantee and/or compensation/indemnification for which he is liable in accordance with the agreement or the law.

19.2 At all times B.V. Denimpex is entitled to set off outstanding invoices against his own claims against the supplier and/or affiliated enterprises.

19.3 In case of non-timely or default delivery, at all times B.V. Denimpex is entitled to withhold payment or compensate with its own claim for damaged.

20. Inspection

21.1 The goods delivered have to meet the agreed requirements, specifications and all the conditions which, in that respect, B.V. Denimpex may expect of the goods with regard to the quality as well as with regard to the quantity, and moreover the goods delivered have to meet the statutory requirements and other governmental provisions.

20.2 After the delivery of the goods B.V. Denimpex has the right to check the goods for its own costs, before giving its approval.

20.3 If after delivery the supplier hasn't received a reaction with regard to the delivery for 48 hours, he may assume that the goods are approved.

20.4 If B.V. Denimpex rejects the goods, it shall inform the supplier of this in writing within 4 days after delivery stating the choice which it is authorized to make pursuant to 20.5.

20.5 In case of rejection of the goods delivered, B.V. Denimpex shall have the following options:

- I. returning of the goods delivered at the expense of the supplier; in doing so B.V. Denimpex is entitled to demand a proper compliance, possibly in combination with a claim for damages;
- II. dissolution as stipulated in Article 16 of these conditions;
- III. partial dissolution and/or partial compliance, possibly in combination with a claim for damages;
- IV. a reduction in price to be proposed by B.V. Denimpex;
- V. the finishing or manufacturing of the goods by third parties pursuant to Article 18, paragraph 4.

21. Liability

21.1 Without prejudice to the other provisions in these conditions B.V. Denimpex may always claim damages in the event of non, overdue or inadequate delivery of the goods.

21.2 If because of non, overdue or inadequate delivery by the supplier B.V. Denimpex suffers damage as a result of claims by third parties/clients, the supplier shall be held liable for the damage.

General

22. Applicable law

- 22.1 Only Dutch law applies to all the offers and agreements concluded with B.V. Denimpex and all the obligations deriving from these.
- 22.2 To foreign transactions applies, that the applicability of the Uniform Sales Acts and the Vienna Sales Convention are explicitly excluded.

23. The competent court

- 23.1 The competent court within the Court District of the corporate seat of B.V. Denimpex takes cognisance of every dispute which may arise between parties, unless B.V. Denimpex prefers to submit the dispute to the competent court of the Buyer's or the supplier's place of residence and with the exception of the disputes that fall within the jurisdiction of the sub-district court.
- 23.2 The choice of the Dutch court in 23.1 shall not affect the right of B.V. Denimpex to apply to the court that would have been competent in absence of a jurisdiction clause.