

MUTSAERS TEXTILES B.V.

GENERAL TERMS AND CONDITIONS



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ARTICLE 1: APPLICABILITY / GENERAL

These conditions are, with the exclusion of all other conditions, applicable to every offer and agreement between Mutsaers Textiles B.V. and a counter-party to which Mutsaers Textiles BV has declared these terms and conditions applicable, insofar as parties have not explicitly and in writing deviated from these conditions. These conditions also apply to all agreements with Mutsaers Textiles BV, for the execution of which third parties must be involved.

Any deviations from these general terms and conditions are only valid if expressly agreed in writing. If one or more of the provisions in these general terms and conditions are null and void or become void, the other provisions of these general terms and conditions remain fully applicable. Mutsaers Textiles B.V. and the counter-party will then enter into consultation in order to agree on new provisions to replace the null and void or nullified provisions, whereby, if and for as far as possible, the purpose and intent of the original provision will be observed.

If there is a lack of clarity with regard to the interpretation of one or more provisions of these general terms and conditions, explanation must then be found 'in the spirit' of these provisions. No rights can be derived from the headings above the articles. These are only indicative of the content of the provisions of these general terms and conditions.

ARTICLE 2: DEFINITIONS

In these general conditions the following terms are used in the following meaning, unless explicitly stated otherwise. Mutsaers Textiles B.V.: Mutsaers Textiles B.V. and its affiliated companies.

Agreement: the agreement between Mutsaers Textiles B.V. and its counterparty.

Counterparty: the party that, whether or not based on an offer or quotation, has accepted these general terms and conditions, and acts as client respectively the buyer of goods of Mutsaers Textiles B.V..

ARTICLE 3: IDENTITY ENTREPRENEUR

Technopol 29
5026 SB Tilburg
the Netherlands
Tel.: +31 (0) 13 535 10 25
Fax: +31(0) 13 535 67 00
E-mail: info@mutsaerstextiles.nl

Chamber of Commerce no.: 18033726
VAT no.: NL008842619B01
IBAN no.: NL15 RABO 0316 6837 36

ARTICLE 4: THE OFFER / THE ORDERS

4.1: All offers and quotations from Mutsaers Textiles B.V. are without obligation, unless expressly agreed otherwise in writing. Mutsaers Textiles B.V. is entitled at all times to change and modify the offer.

4.2. Obvious mistakes or manifest errors in the offer do not bind Mutsaers Textiles B.V..

4.3. If the counter-party has been shown or provided a sample, report, sketch, model, design, drawing, etc., this is only an indication, unless it is expressly agreed that the result of the agreement will correspond therewith. Promotional material produced by or on behalf of Mutsaers Textiles B.V. is always indicative. No rights or defences can be derived therefrom by the counter-party. Nor can a claim against Mutsaers Textiles B.V. be based on consulting or working on the basis thereof.

4.4. The counter-party accepts that Mutsaers Textiles B.V. does not guarantee that the displayed colors, weaves and materials will match the products to be ultimately delivered. Mutsaers Textiles B.V. is therefore not liable for deviations.

4.5. The counter-party accepts that the fabric may be contaminated by or during transport, processing, processing or packaging thereof. Mutsaers Textiles B.V. shall not be liable therefore.

4.6. All documents provided by Mutsaers Textiles B.V. such as reports, designs, sketches, drawings, samples, promotional materials, etc., are exclusively intended to be used by the counter-party and may not be reproduced, published or brought to the knowledge of third parties by him without the prior permission of Mutsaers Textiles B.V., unless the nature of the documents provided dictates otherwise.

ARTICLE 5: THE PRICES

5.1. All prices are displayed in euros (€) excluding the statutory Dutch VAT and any other discounts or levies. If, after the conclusion of the agreement, cost factors such as import duties and other government imposed levies are changed, which was not foreseeable for Mutsaers Textiles B.V. upon the conclusion of the agreement, Mutsaers Textiles B.V. has the right to pass on this increase.

5.2. The online prices and the actual prices stated on the order confirmation or invoice may vary per customer.

5.3. The costs of shipment will be shown to the counterparty transparently on the invoice after order confirmation.

5.4. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of these errors. This means that, upon such errors, Mutsaers Textiles B.V. shall not be obliged to deliver the product at the wrong price.

ARTICLE 6: THE AGREEMENT

6.1. The agreement is concluded at the moment of acceptance by the counter-party of the offer and the fulfillment of the conditions, thereby made by Mutsaers Textiles B.V., or at the moment Mutsaers Textiles B.V. executes the order.

6.2. If the counter-party has accepted the offer electronically, Mutsaers Textiles B.V. shall confirm the receipt of the acceptance of the offer by electronic means. As long as the receipt of this acceptance has not been confirmed by Mutsaers Textiles B.V., the counter-party can still terminate the agreement.

6.3. Every agreement is entered into under the conditions precedent of sufficient availability of our articles. Mutsaers Textiles B.V. can therefore refrain from following up an order if the ordered item is not in stock or the ordered item will be delivered later. If Mutsaers Textiles B.V. does not execute the order or delivers the order later, she will not be liable for the non or late delivery or for any damage resulting thereof. If the order cannot be delivered on time, the counter-party shall be entitled to cancel the order in writing if the expected delay in the delivery should exceed a period of 14 days after the original date. The cancellation must then take place within 24 hours after notification of the late delivery.

6.4. The counter-party is bound by the agreement at all times, even if it has been concluded verbally or by e-mail.

6.5. Mutsaers Textiles B.V. is authorized to suspend or refuse the execution of an order if all conditions set by her are not fulfilled on time. This may, for example, but not exclusively, be the case if the counter-party pretends to be a company, for example by entering incorrect data, such as a VAT number, which makes it possible to claim wholesale prices.

ARTICLE 7: PAYMENT

7.1. Unless otherwise agreed in writing, payment must be made within 30 days of the invoice date, in the invoice currency.

7.2. Possible complaints shall not release the counter-party from payment within the period specified in paragraph 1.

7.3. All costs, both judicial and extrajudicial, including those relating to the collection of the invoices, are to be borne by the counter-party. The extrajudicial collection costs are in any case the amount of the collection costs that can be claimed according to the scale extrajudicial costs in accordance with the (dutch) BIK (Decision Collection Costs) with a minimum of 40 euros. The employer may deviate from this if there is an important reason to do so. If this is the case, he will report this on reasonable time. If the counter-party defaults on the timely payment of an invoice, the other party shall legally be in default. The counter-party will then owe an interest of 1% per month, unless the statutory commercial interest is higher, in which case the statutory commercial interest is due.

7.4. In the absence of timely payment, Mutsaers Textiles B.V. shall be entitled to dissolve the agreement and

claim compensation, whereupon all other claims of Mutsaers Textiles B.V. on the counter-party will immediately and without further notice of default become due and payable. Therefore, Mutsaers Textiles B.V. to Article 9 and then in particular 9.1. on which there can be invoked the retention of title and the right to retrieve the delivered goods.

ARTICLE 8: ORDER AND SUPPLY

- 8.1: Deadlines, specified by Mutsaers Textiles B.V. shall always be indicative. Exceeding this, she must be given notice of default and granted a reasonable period to still implement the agreement.
- 8.2. Mutsaers Textiles B.V. will incorporate the order within her planning in the best possible way. Any delays between the receipt of the order and the handling thereof will never result in liability of Mutsaers Textiles B.V.
- 8.3. Delivery is always made from the warehouse of Mutsaers Textiles B.V., unless expressly agreed otherwise. If Mutsaers Textiles B.V. should transport the goods at the request of the counter-party, the costs and the risk of loss, delay, damage and/or theft shall be fully borne by the counter-party.
- 8.4. From the moment of legal and/or actual delivery, the risk of damage and/or loss of products lies with the counter-party, unless explicitly agreed otherwise.
- 8.5. In the event of any delay in the purchase of the goods, these can be stored by Mutsaers Textiles BV, without her being obliged to do so, and without her taking at her account or risk the responsibility for loss, delay in delivery or loading, damage and/or theft. If Mutsaers Textiles B.V. decides to store the goods, the costs thereof shall be borne by the counter-party. These costs will be calculated according to the usual rate for storage, as used in storage- and transshipment companies in the Tilburg region. The counter-party is obliged to insure the goods and to keep them insured.

ARTICLE 9: RETENTION OF TITLE

- 9.1. The ownership of all goods, delivered and/or sold by Mutsaers Textiles B.V., shall remain with Mutsaers Textiles B.V., as long as the other party has not or not fully settled the claim of Mutsaers Textiles B.V., pursuant to the present or any other associated agreement, including the default of the other party in respect of the payment of fines, interest and costs, as the judicial and extrajudicial costs, storage costs, depreciation and the like.
- 9.2. The counter-party shall be obliged to store the goods delivered under retention of title separately, and to also mark them as such. The counter-party is therefore explicitly prohibited from mixing the goods delivered under retention of title, with other goods. The counter-party is not authorised to pledge or encumber in any other way the goods that are subject to retention of title.
- 9.3. If third party(ies) seize the goods delivered under retention of title or wish to establish or assert rights thereon, the counter-party shall be obliged to inform Mutsaers Textiles B.V. thereof immediately in writing.
- 9.4. If Mutsaers Textiles B.V. wishes to exercise her property rights, referred to in this article, the counter-party gives in advance unconditional and irrevocable permission to Mutsaers Textiles B.V. and third parties to enter all those places where the properties of Mutsaers Textiles B.V. are located and to repossess those goods.
- 9.5. If the counter-party may become in default with relation to the proper execution of what he is required towards Mutsaers Textiles B.V., the counter-party shall be liable for all damage (including costs) on the part of Mutsaers Textiles B.V., directly or indirectly occurred as a result thereof.
- 9.6. In the event of non-compliance with the obligations under this provision, the counter-party shall owe Mutsaers Textiles B.V. a fine of which the amount is equal to the value of the goods delivered under retention of title, to be increased by 15%.

ARTICLE 10: COMPLAINTS AND LIMITATION

- 10.1: Any complaints must be notified in writing to Mutsaers Textiles B.V. Complaints regarding visible defects must be communicated as soon as possible, but in any event within 5 working days after receipt of the goods or after delivery to Mutsaers Textiles B.V., with accurate description of the defects. Invisible defects must be reported within 5 working days after discovery of the defect or within 5 working days after the moment that the defect should reasonably have been discovered. The counter-party shall be obliged to check the goods immediately upon delivery in respect of quality, quantity and properties.
- 10.2. Any right of complaint lapses if Mutsaers Textiles B.V. is not given the opportunity within 14 days of notification, to investigate or have investigated the merits of the complaints.
- 10.3. Complaints concerning a received invoice must be made known in writing to Mutsaers Textiles B.V. within 14 days of the invoice date.
- 10.4. Return shipments as a result of complaints can only be made with the express prior written consent of Mutsaers Textiles B.V.
- 10.5. Notwithstanding the statutory limitation periods, the limitation period for all claims and defences against Mutsaers Textiles B.V. and the third parties, involved by Mutsaers Textiles B.V. in the execution of an agreement, is one year.

ARTICLE 11: LIABILITY

11.1. If Mutsaers Textiles B.V. should be liable, this liability shall be limited to what is stipulated in this provision.

11.2. Mutsaers Textiles B.V. is not liable for damage of any kind, caused by Mutsaers Textiles B.V. acting on the basis of incorrect and / or incomplete data provided by or on behalf of the counter-party.

11.3. If Mutsaers Textiles B.V. should be liable for any damage, her liability shall be limited to at most the part of the order/agreement to which the liability relates.

11.4. Contrary to the provisions of paragraph 3 of this article, in case of an agreement with a term of more than six months, the liability is always limited to the invoice value over the last six months.

11.5. The liability of Mutsaers Textiles B.V. is in any case always limited to the amount of the payment of its insurer, if any.

11.6. Direct damage is exclusively understood as:

- the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;
- any reasonable costs incurred in order to have the defective performance of Mutsaers Textiles B.V. comply with the agreement, insofar as these can be attributed to Mutsaers Textiles B.V.;
- reasonable costs, incurred to prevent or limit damage, insofar as the counter-party demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.

11.7. Mutsaers Textiles B.V. shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.

11.8. Mutsaers Textiles B.V. shall never be liable for damage, including irritation and hypersensitivity, of any nature whatsoever, caused by contact with his products (whether or not delivered).

11.9. The limitations of liability for direct damage, included in these conditions, do not apply if the damage is due to intent or gross negligence of Mutsaers Textiles B.V. or her executive subordinates.

ARTICLE 12: FORCE MAJEURE

12.1. Force majeure means any unforeseeable circumstance as a result of which the execution of the agreement is being delayed or prevented, insofar as this circumstance cannot be avoided by Mutsaers Textiles B.V. and she does not have to comply at her expense on the basis of the law, the agreement or generally accepted standards.

12.2. Force majeure also includes illness or strike of personnel and delays resulting from untimely delivery of materials and/or goods to Mutsaers Textiles BV and to the extent as such delays are not due to circumstances that Mutsaers Textiles B.V. could have prevented or should have foreseen.

12.3. If there is a situation of force majeure, Mutsaers Textiles B.V. will be relieved of his obligations. Mutsaers Textiles B.V. reserves however the right to compensation of goods already delivered, insofar as these have been delivered before the counter-party benefits from the deliveries already made.

ARTICLE 13: RETENTION LAW

Mutsaers Textiles B.V. is entitled to retain goods of the counter-party, as security for compliance by the counter-party with all to which Mutsaers Textiles B.V. is entitled vis-à-vis the counter-party.

ARTICLE 14: DISPUTES AND APPLICABLE LAW

14.1. Dutch law shall govern all agreements concluded under the terms of these conditions. All disputes arising from such agreements shall be settled to the competent court of Breda (The Netherlands). The seller may, however, elect to submit a dispute with the buyer to the court in the place where buyer's business is registered or where buyer is officially domiciled, and may elect whether or not the law of the country where the buyer is registered/domiciled shall apply.

14.2. The applicability of the Vienna Sales Convention is expressly excluded.

ARTICLE 15: PROPERTY RIGHTS / COPYRIGHT

All intellectual and industrial property rights, including copyright and trademark rights on all texts, images, sounds, software and other data, are the property of Mutsaers Textiles B.V. or are included with permission from the relevant owner. It is not allowed to copy, reproduce or use these in any other way without prior consent from Mutsaers Textiles B.V.

ARTICLE 16: REFERENCE AND APPLICABLE VERSION

16.1. These conditions are lodged with the Chamber of Commerce East-Brabant.

16.2. Mutsaers Textiles B.V. is always entitled to amend these general terms and conditions unilaterally.

16.3. The latest lodged version or the version that applied at the time of the realisation of the legal relationship with Mutsaers Textiles B.V. shall always be applicable.

16.4. The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.