

## GENERAL CONDITIONS OF SALE OF PATCHWORK PROMOTIONS.

1. The following conditions apply to all sales offers and supplies. They are binding on both parties with the exclusion of other deviating conditions laid down by the buyer, unless the seller in writing accepts those conditions. The placing of an order by the buyer implies that the buyer is aware of these conditions and accepts them without reservation.
2. 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 in Utrecht. The seller may, however, elect to submit a dispute with the buyer for adjudication 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.
3. All offers are without engagement unless otherwise agreed in writing.
4. Delivery and risks will transpire at the moment of transfer of the goods to a professional carrier, or, in the event that the goods are collected by the buyer or delivered by the seller, at the moment of receipt of the goods by the buyer or delivery to the buyer's warehouse or store. Transport of the goods to the Dutch border will be for seller's account. Outward customs clearance will be for the buyer's account. When delivery depends at buyer's call and the buyer fails to call the goods, the date of delivery shall be taken to be the last date of the agreed term of call/delivery.
5. Upon expiry of the (agreed) term or date of delivery a postdelivery term of 4 weeks automatically comes into effect.
6. The seller has the right to cancel all orders, either wholly or partly, at his own discretion and without judicial intervention of the legal authorities, or to demand payment in advance for deliveries still to be made, if:
  - A.** he is unable to cover or cover sufficiently the credit risks ensuring from the said order(s) with an insurer of his own choice;
  - B.** the financial position of the buyer deteriorates before the order(s) has/have been executed.
7.
  - A.** Claims are only valid if they are made in writing with a clear description of the complaint and are submitted to the seller within 2 weeks of receipt of the goods, and provided the goods are still in the state in which they were delivered.
  - B.** Slight deviations in quality, colour, size, weight, finish, design, etc. permissible in the trade and/or technically unavoidable shall constitute no reason for complaint.
  - C.** In the event of justifiable claims, the seller has the choice of either crediting the goods or repairing or replacing them within thirty days after receipt of the returned goods.
8. If the goods are not supplied, not supplied on time or not supplied correctly, the buyer may not claim damages unless the same are the consequence of a deliberate action or gross negligence on the part of the seller.

9. **A.** Payment of the purchase price shall be effected to Patchwork Promotions, the Netherlands, to an account to be indicated by the seller.

**B.** Payments are always taken as settlement of the oldest due receivables.

**C.** In the event of payment through a bank, the date of payment shall be deemed to be the date the due amount is credited to the seller's account. If payment is made by cheque, the date of payment shall be the date on which the seller cashes the cheque.

**D.** The buyer who has not paid by the due date at the latest shall be deemed to be in default vis à vis the seller without any notice of default being required.

**E.** Any delay in payment shall require the buyer to pay interest at a maximum rate of 11% per month or part of a month, in addition to a fixed compensation totalling no more than 15% of the invoice amounts which remain unpaid or were not paid on time, in accordance with accepted trade practices in the buyer's own country.

**F.** If the buyer fails to pay on time, the seller shall be entitled to demand cash payment in advance for all deliveries yet to be effected or to demand a guarantee that payment will be made on time. He shall also be entitled to cancel the contract, either wholly or partly, or to suspend further execution of the order until all due invoiced amounts have been settled.

10. All goods supplied remain the property of the seller until all the invoices including those not yet due have been paid in full. For as long as the seller still has amounts payable outstanding he shall be entitled to recall the goods and the buyer is not entitled to transfer the seller's goods in any form whatsoever (including as surety) to third parties nor to give them to third parties on consignment. In the case of recalled goods, the buyer will be credited for the same at the market value of the said goods on the date of recall.

11. Circumstances of force majeure which delay or prevent the delivery of the goods shall release the seller from his duty to make delivery on time and shall in no way be a reason to make the seller liable. By force majeure is understood every circumstance beyond the seller's control, such as, but not exclusively: war, riots, strikes, government measures, events of any kind that disrupt seller's production, disruptions in the normal supply of raw materials and ancillaries to the seller, and holdups in the transport of the products by the means of transport chosen by the seller.

12. Seller has the right to sell to third parties not accepted or received back articles of clothing's, provided with identifying marks of buyer in any way whatsoever in case removal of such marks will lead to damage to and/or decrease in value of the articles concerned.