

GENERAL TERMS AND CONDITIONS QUALITY TEXTILES B.V., HAVING ITS REGISTERED OFFICE IN OSS

1. Definitions and applicability

- 1.1. The following definitions apply in these terms and conditions:
 - Quality Textiles: the private company with limited liability Quality Textiles B.V., registered with the Chamber of Commerce under number 16088199, having its registered office in (5349 AT) Oss, having its place of business at the Galliërsweg 7;
 - Buyer: the party with whom Quality Textiles concludes an agreement, or to whom Quality Textiles makes an offer regarding the conclusion of an agreement or to whom Quality Textiles issues an invitation to make an offer;
 - Parties: Quality Textiles and the Buyer collectively;
- 1.2. These terms and conditions are applicable to any and all offers, requests for offers, proposals and agreements of Quality Textiles, regarding the delivery of goods by Quality Textiles, as well as each and every invitation of Quality Textiles to make an offer.
- 1.3. These terms and conditions can be changed or supplemented at any time. The changed terms and conditions are subsequently also applicable to agreements that have already been concluded by and between Quality Textiles and the Buyer to which these or subsequent terms and conditions of Quality Textiles are applicable, in consideration of a period of one month after written communication of the change.
- 1.4. If a provision of these terms and conditions is not applicable, invalid or nullified then only the relevant provision shall be deemed not to have been written and these terms and conditions shall for the remainder remain in full force and effect. The provision that is not applicable is, as the occasion arises, interpreted in such manner that it is enforceable pursuant to the applicable law and to the extent permitted by law.
- 1.5. The applicability of general terms and conditions used by the Buyer is expressly rejected by Quality Textiles.

2. The agreement

- 2.1. Any and all offers are upheld during a period of one month, unless the offer indicates otherwise.
- 2.2. The agreement is concluded as soon as the acceptance of the offer has reached Quality Textiles. It must become apparent from the said acceptance that the Buyer agrees with the applicability of these general terms and conditions and that the Buyer, where required, waives the applicability of its own general terms and conditions.
- 2.3. If provisos or changes are made in the acceptance compared to the offer, in derogation of the provisions set forth in the previous paragraph, the agreement shall only be concluded if Quality Textiles confirmed to the Buyer in writing to agree with the said changes compared to the offer.
- 2.4. Changes in the sale and purchase agreement, including deviations from these general terms and conditions, shall only take effect if they were stipulated in writing by and between the Buyer and Quality Textiles.
- 2.5. Any and all indicated prices are applicable exclusive of VAT and exclusive of other official duties.
- 2.6. Indicated prices are always subject to contract and subject to interim price changes.
- 2.7. Quality Textiles is entitled to also increase the prices after acceptance if there is question of unforeseen changed circumstances, including an increase in the price of commodities, auxiliary materials and negative changes of a currency exchange rate.

- 2.8. A combined quotation shall not compel Quality Textiles to deliver a part of the goods included in the proposal or offer at a corresponding part of the quoted price.

3. Delivery and delivery periods

- 3.1. A period with regard to the obligation to comply by Quality Textiles can always (merely) be qualified as a target period and is therefore not a fatal deadline within the meaning of Section 83 preamble and under a of Book 6 of the Dutch Civil Code.
- 3.2. The overstepping of a period as intended in the previous paragraph shall not imply that Quality Textiles is in default and shall not compel Quality Textiles to pay any compensation for the consequently arising damages. The Buyer consequently neither acquires rights to terminate the agreement.
- 3.3. Quality Textiles does not warrant that the goods are suitable for the purpose for which the Buyer intends to use the same, neither if the said purpose was communicated to Quality Textiles, all unless the parties expressly stipulate otherwise in writing.
- 3.4. If Quality Textiles made pallets, crates, containers etc. for the packaging and the transport available or had these made available by a third party - whether or not upon payment of a security deposit - then the Buyer shall be held (unless it regards single-use packaging) to return these goods at its sole expense to the address specified by Quality Textiles.

4. Storage

- 4.1. If the Buyer is, for any reason whatsoever, not able to take delivery of the goods at the stipulated time and they are ready for shipment then Quality Textiles shall, if its storage options permit this, at the request of the Buyer, store and secure the goods and to take any and all reasonable measures in order to prevent degradation until they have been delivered to the Buyer.
- 4.2. The Buyer is held to pay Quality Textiles the storage expenses in accordance with the usual rate applicable at Quality Textiles and, failing the same, according to the rate common in the industry, payable from the moment that the goods are ready for shipment or, should this be a later time from the moment of the delivery date stipulated in the sale and purchase agreement.

5. Payment

- 5.1. Payment must take place within 30 days after the date of the invoice.
- 5.2. The Buyer shall not be entitled to suspend its payment obligations vis-à-vis Quality Textiles or to rely on settlement of any counter-claim, on any account whatsoever.
- 5.3. In case of a (previous) failure to comply with the payment obligation of the Buyer, Quality Textiles shall be entitled to claim payment in advance or provision of security or to deliver the goods cash on delivery.
- 5.4. As soon as the Buyer fails to pay for an obligation the statutory interest rate of 1% per month shall be payable as well as 15% on account of extrajudicial collection costs, to be calculated on the total payable amount, with a minimum of € 250.00, and without prejudice to the right of Quality Textiles to claim full damages in connection therewith. In this respect, any and all judicial expenses shall be at the expense of the Buyer, including the expenses that exceed the lump sum to be established by the court on account of the cost award (the so-called liquidation rate).
- 5.5. Payments effectuated by the Buyer shall always, even if the Buyer designates a different obligation, first be applied to the costs, then to the accrued interest, then to the accruing

interest and finally to the principal sum. Upon allocation to the principal sum the payments are always first allocated to the oldest obligation.

- 5.6. If the Buyer does not provide for payment of the outstanding invoices in a timely fashion then Quality Textiles shall be entitled to suspend implementation of other agreements, without the latter releasing the Buyer from its obligation to comply with the said other agreements.

6. Complaints

- 6.1. A complaint regarding delivered goods must be submitted to Quality Textiles in writing within 7 days after receipt of the goods with a proper, detailed specification of the nature and the scope of the complaint, subject to forfeiture of the relevant right. A complaint in violation of the provisions set forth in the previous sentence implies that the performance delivered by Quality Textiles, including the quality and quantity of the goods, are deemed to have been accepted and approved.
- 6.2. Complaints are only handled upon return of the allegedly defective goods and receipt of the same by Quality Textiles.
- 6.3. Only complaints concerning defective goods are permitted. Complaints concerning sound goods are excluded, except with prior written permission by Quality Textiles
- 6.4. Complaints about invoices must also be submitted in writing and the latter within 14 days after the date of the invoice.
- 6.5. Fully or partly processed goods are, in any case, deemed to have been approved and can no longer be subject of a complaint.
- 6.6. If the complaint is deemed to be founded by Quality Textiles then Quality Textiles shall exclusively be held to again the deliver the stipulated performance.

7. Transfer of title and risk

- 7.1. Quality Textiles reserves the title of any and all goods delivered to the Buyer. A transfer takes place on the suspensory condition that any and all present and future claims of Quality Textiles vis-à-vis the Buyer were paid in full.
- 7.2. As long as the suspensory condition as intended in article 7.1 did not materialise, the Buyer shall be entitled to alienate the purchased goods, fully or partly transfer the actual control over the said goods to third parties or to perform a legal act that compels to fully or partly transfer the said actual power over the purchased goods to one or more third parties. The Buyer is not authorised to encumber the goods sold to the same subject to reservation of title. The aforementioned authorities are also solely vested in the Buyer if and to the extent that this is required, at least desirable, in the context of the normal business operations of the Buyer. Moreover, the said authorities are solely vested in the Buyer if and to the extent that the Buyer claims and receives payment in cash or cashless from its buyer.
- 7.3. On demand of Quality Textiles the Buyer commits to assign or pledge potential claims that arise or shall arise due to alienation to third parties of goods sold to the Buyer by Quality Textiles to Quality Textiles.
- 7.4. The risk of the goods shall transfer to the Buyer upon delivery.

8. Liability

- 8.1. Barring in case of intent or gross negligence of Quality Textiles, Quality Textiles excludes each and every liability for damages to be incurred by the Buyer.
- 8.2. Quality Textiles shall, moreover, never be held to compensate damages for an amount higher than the invoice amount (excluding VAT) regarding the performance from which the liability may derive.
- 8.3. The liability of Quality Textiles shall, to the extent that Quality Textiles would be liable in addition to and despite the previous paragraphs, be limited to so-called direct damages. Quality Textiles shall therefore not be liable for any damages of the Buyer if the said damages can be qualified as so-called indirect damages, e.g. consequential damages, trading losses or environmental damages or damages resulting from liability vis-à-vis third parties.
- 8.4. The Buyer is held to indemnify Quality Textiles against any and all claims of third parties, including a claim for recourse of an insurer vis-à-vis Quality Textiles, with regard to goods delivered to the Buyer as a result of which the said third parties may incur damages.

9. Force majeure

- 9.1. In case of demonstrated impracticability of the agreement as a result of temporary or permanent force majeure or unforeseen circumstances put on par with the same, which are of such nature that compliance with the agreement cannot or no longer be requested according to the principles of reasonableness and fairness, Quality Textiles shall, at its discretion, be entitled to consider the agreement to have been rescinded or be entitled to suspend the (further) implementation of the agreement by at most two months. As the occasion arises, Quality Textiles reserves the right to payment by the Buyer in proportion to the part of the agreement that has already been implemented.
- 9.2. If after expiry of the aforementioned period of at most two months there is still question of impracticability of the agreement due to force majeure or circumstances to be put on par with the same then Quality Textiles shall yet be entitled to rescind the agreement or to consider it having been rescinded.
- 9.3. For the purpose of the agreement force majeure is also understood as each and every circumstance beyond the control of Quality Textiles that permanently or temporarily prevents Quality Textiles from complying with the obligation(s) vested in the same pursuant to the agreement. There is in any case (but not exclusively) question of force majeure if after the conclusion of the agreement Quality Textiles is temporarily or permanently prevented from complying with its obligations pursuant to the relevant agreement or the preparation of the same, in case of industrial action or a lock-out (both at Quality Textiles and at businesses that Quality Textiles depends on for compliance with the agreement), import and export restrictions, official measures, disruptions in the power supply, war (whether or not with involvement of the Netherlands), threat of war, mobilisation, announcement of war or the imposition of martial law, riots, official measures that hinder the implementation of the agreement, exclusion, stagnation in the supply of materials at the user, traffic (congestion) or other transport difficulties, fire, flood disaster, water damage, flooding, exceptional weather conditions and moreover any and all other circumstances beyond the control of Quality Textiles at its own business or at the business of its suppliers.
- 9.4. Quality Textiles is also entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after Quality Textiles should have already complied with its obligation.

10. Miscellaneous

- 10.1. The agreement can be rescinded by Quality Textiles out of court by means of a written statement in the event that the Buyer is declared to be insolvent, a winding-up petition is filed in its respect, statutory debt management for natural persons or suspension of payment is requested or (provisionally) declared to be applicable to the same, in the event of (partial) discontinuation or liquidation of the business of the Buyer, an executory or prejudgment attachment is imposed at the expense of the Buyer or the Buyer is placed under administration or otherwise loses the right to dispose of its assets or part of the same.
- 10.2. As a result of the rescission reciprocal claims immediately fall due. As the occasion arises the Buyer shall be liable for the damages incurred by Quality Textiles.
- 10.3. The Buyer is not allowed, barring in case of express written consent of Quality Textiles, to transfer rights and/or obligations on account of an agreement by and between Quality Textiles and the Buyer to third parties.
- 10.4. Rights of claim of the Buyer vis-à-vis Quality Textiles are non-transferable.

11. Applicable law and disputes

- 11.1. Dutch law is exclusively applicable to agreements by and between Quality Textiles and the Buyer as also to disputes that may arise as a result of an agreement (or proposal) to which these terms and conditions are applicable, including a legal claim on account of an unlawful act deriving from an agreement.
- 11.2. The Dutch court is competent to take cognisance of disputes between the parties. To the extent that the law permits this, the District Court in 's-Hertogenbosch is exclusively competent to take cognisance of the relevant dispute.