

FENKA

GENERAL SALES-AGREEMENTS

1. Unless otherwise stipulated on the invoice, our invoices are payable no later than 30 days after the date of issue. All others

terms of payment are not opposable to us. It is not possible to deviate from the current general terms and conditions, subject to special and written agreement. The customer who places an order with FENKA BV thereby accepts unconditionally our terms.

2. Delivery normally takes place in the institutions or factories of FENKA bv. Our goods are delivered and accepted upon departure from our workhouses. They travel at the risk of the recipient, even if they are sent carriage paid. The delay

in the delivery can under no circumstances give rise to the cancellation of the order by the customer or to compensation from FENKA eg.

3. However, the non-payment of an invoice on the due date does not make the amount still due on all others even invoices that have expired by operation of law and can be collected by FENKA bv without prior notice of default.

4. If FENKA bv's confidence in the buyer's creditworthiness is shaken by legal acts performance against the purchaser and/or demonstrable other events, which may undermine confidence in the proper performance of the

question and/or render impossible obligations entered into by the buyer, FENKA bv reserves the right require suitable guarantees from the purchaser. If the buyer refuses to comply with this, FENKA bv reserves the right to cancel all or part of the order, even if the goods have already been delivered in whole or in part

sent without notice of default or judicial intervention with compensation in favor of FENKA

BV under common law and with a minimum of 30% of the value of the commitments entered into by the buyer, at plus a compensation for all collection costs or unilateral costs that may arise in this respect and this with a maximum of 25% of the claimable amount, plus the court costs.

5. Retention of Title. Without prejudice to the risk of the buyer with regard to the goods, FENKA bv reserves title to the delivered goods until full payment of the price. The advances paid remains FENKA bv acquired for compensation of possible losses upon resale.

6. The creations designed by FENKA bv remain the property of FENKA bv as long as they have not been invoiced and paid.

These creations may not be copied in whole or in part without our written permission. Each

infringement of this last prohibition can lead to compensation under common law, but with a minimum of 2,500 euros per established infringement and this by operation of law and without notice of default.

7. The exchange rate risk is borne by the buyer.

8. FENKA bv reserves the right to deliver an excess of up to 10% on the quantity ordered.

9. FENKA bv is not liable for damage resulting from viruses possibly spread by email communication.

10. Goods must be thoroughly tested before use on the finished products. FENKA BV is not possible be held liable for damage to finished products or clothing.

11. The courts in Assen are only competent to rule in all possible disputes, also in the event of summary proceedings. FENKA bv reserves the right to turn to any other competent court.

12. Complaints about invoices must be submitted to us in writing within 8 days of receipt. When exceeding within this period, the customer loses all rights and powers on account of any defects or complaints.

13. Possible nullity of a part of the general terms and conditions never leads to the nullity of the general terms and conditions

in their entirety.



FENKA

14. In the event of a delay in payment, FENKA bv is also entitled to suspend the execution of current orders or to suspend and cancel all obligations towards the buyer and this without notice of default or judicial intervention, with compensation in favor of FENKA bv under common law and with a minimum of 30% of the value of the current orders or all obligations towards the buyer plus compensation for all collection costs or unilateral costs that may arise in this respect, with a maximum of 25% of the amount thus claimable, plus the court costs.

15. The quotations issued by us are without obligation; they are valid for 30 days unless otherwise specified.

16. We have the right to dissolve the agreement after written statement if the customer has an attributable shortfall fails to fulfill his obligations under the agreement, he is declared bankrupt, his bankruptcy applies or is being applied for (provisional) suspension of payment, appeals to the application of the Natural Persons Debt Rescheduling Act, or by attachment, receivership or otherwise loses the power to dispose of its assets or parts thereof, unless the trustee or administrator loses the rights under the agreement fulfills the obligations arising from it and recognizes it as an estate debt.

17. If we proceed to extrajudicial collection measures in the event of an attributable failure on the part of the customer the costs thereof at his expense.

18. In the unlikely event of a claim for damages, this can never exceed the amount on the invoice (from the same goods) of FENKA bv.

19. Only Dutch law applies between the customer and us. The Dutch text of these conditions is decisive in its interpretation.

