**CONDITIONS OF SALE**

**The following conditions of sale govern sales made by Holland Card Clothing of products and services from their factory in Oirschot as well as products and services from factories or companies belonging to Holland Card Clothing.**

**1) All our contracts are governed ipso facto by these conditions of sale, which form a integral part of our proposals and sales confirmations. These conditions alone shall apply, to the exclusion of any conditions specified in the quotation request or in the purchaser’s order. In the event of a contradiction regarding this clause, it is assumed that the purchaser approves the seller’s conditions if he fails to notify his disagreement in writing within three days of receiving the sales confirmation. Specific conditions of contract are only valid following written and specific acceptance from ourselves.**

**2) Our quotations are non binding and do not bind us for additional orders.**

**3) Any undertaking made by our agents is only valid if it is confirmed in writing by the management.**

**4) Acceptance of each order and the extent of deliveries are only stipulated in our written confirmation.**

**5) Delivery dates are given subject to any problems arising in our factories or in the supply which are not within the reasonable control of the seller. Except where stated otherwise, the delivery dates specified for each order are not obligatory and are bona fida estimates. Consequently, the purchaser shall not be entitled to claim damages or cancel his order or remainder of his order by reason of delay in delivery. He may only specify a reasonable time within which goods should be delivered.**

**6) Deliveries are made ex-works. We reserve the right to make part deliveries. The notice stating that goods are ready for shipping constitutes delivery.**

**7) In the event of a case of force majeure having the effect of delaying the delivery, or making it difficult or impossible the seller shall have the right to cancel orders or part orders without being liable for any compensation on his part. If the sellers does not exercise this right, the purchaser is bound to perform his contract under the agreed terms.**

**8) Goods should be removed or shall be shipped as soon as they are ready in the factory. Unless specific instructions are given, the choice of shipping method or route is left to the seller. Even if delivered free to the destination, goods are shipped on behalf of and at the risks and perils of the recipient. After goods have been transferred to the purchaser or to the transporter and in any event upon leaving the factory, the purchaser is liable for all risks. Following a delay in removal or shipment of goods, risk are transferred when the goods are ready. Goods are not insured by the seller. For sales made free on board, carriage paid or CIF, shipment shall only take place provided that land or sea transport has not been impeded or suspended. If transport is stopped in a continuous or temporary manner, the purchase price is never the less payable, good shall then be stored at the risks and perils of the purchaser and at his costs either in the factory or in the warehouse of the shipper. For FOB ship deliveries, or for goods transported by river, all subsequent costs for low water, freezing over or extraordinary transshipment conditions shall be borne by the purchaser.**

**9) The seller’s agents shall be responsible for loading operations at the departure port to whom clear, precise and full instructions should be sent in due course. Any haulage, dockside storage or protection costs, required for loading, shall be borne by the purchaser.**

**10) Goods presented in due time for shipping and not shipped shall be considered as being definitively delivered and payment shall be immediately due.**

**11) If the purchaser does to stipulate in his order confirmation or before loading that he reserves the right to approve the goods, these shall be deemed to have been duly approved upon leaving the factory.**

**12) No complaint on the count of underweight or under quantity shall be allowable if, following the verification carried out upon leaving the factory, no discrepancies were noted with respect to the weight and the quantity specified on the consignment note or on the invoice, confirmed by the purchaser or the transporter.**

**13) For reasons of a technical nature, we reserve the right to deliver the quantity ordered with a tolerance of 5%.**

**14) Except where specifically stated otherwise, our offers and undertakings refer to true and saleable quality including usage tolerances. We can only ever guarantee that the goods fulfill the requirements of a specific manufacturing or processing operation. Our test reports are sent for information purposes.**

**15) After delivery, we only guarantee defects which were note or would not have been able to be detected by the purchaser who is required to carry out all verifications specifically agreed or required by the use for which the product is designed.**

**16) Payment terms;**

**- Our invoices are always to be paid to the address specified on the invoice, at the costs and risks of the purchaser without any compensation or deductions.**

**- Payment shall be made by the latest of the due date specifically agreed and give to the invoice.**

**- Failure by the purchaser to make payment shall lead to the sale being cancelled ipso facto even with respect to deliveries which may not have been affected by this delay.**

**- In this case, the unpaid invoice could attract overdue penalties.**

**To calculate the amount of these penalties, a rate equal to the legal base rate, in accordance with the shall be applied. A discount of 1% per month may be deducted for early payments. All deductions results in a reductions in the client’s right to deduct VAT. We have the right to demand a deposit or early settlement or even to cancel the contract if the situation of the purchaser seems uncertain or if similar reasons require such measures. Under no circumstances shall the issuing of bills of exchange imply substitution.**

**17) The seller retains full ownership of the goods supplied to the purchaser until payment of the invoice is received in bull or when the same is paid by cheque or bill exchange up to the point of collection. For part deliveries or when these are subject to separate payments, the goods shall remain the property of the seller until payment in full is made for the whole order.**

**18) Disputes shall exclusively be adjudicated by the competent Dutch court.**