

Extract from the GENERAL CONDITIONS FOR SUPPLYING GOODS

Ecological Textiles, Minister Bongaertsstraat 137, Roermond, hereinafter known as: user.

Below are some basic rules as described in the general terms of delivery and payment of Ecological Textiles. The complete text can be sent at your request.

These points have an informative character and do not in any way detract from the full force and applicability of the full text of the general terms of delivery and payment of Ecological Textiles.

The provisions of these general conditions apply to every offer and every agreement between the user and buyer, to which the user has declared these conditions applicable, insofar as these conditions have not been changed expressly and in writing by either party.

All offers are without obligation, unless the offer states a deadline for acceptance.

User will adhere to the agreement to the best of his ability and in accordance with the requirements of good craftsmanship. All this on the basis of the currently known science.

Delivery shall be ex works or warehouse of user.

If a sample or model has been supplied to the buyer, then it will be assumed that this has been issued only as an indication without the obligation to respond on the subject, unless expressly that agreement on the matter is required.

Buyer is obliged to inspect the delivery at the moment of delivery, or, in any case, within the shortest possible time. In doing so, buyer must investigate whether the quality and quantity of the delivered goods complies with that agreed, or at least meets the requirements set out for normal (business) transactions.

Even if user and buyer have agreed on a fixed price, the user is nevertheless entitled to increase the price.

If, during the carrying out of the contract, it appears that for a proper implementation it is necessary to modify and/or supplement the work, both parties will, in a timely manner and through mutual consultation, adapt the contract accordingly.

Payment must be made within 14 days after the invoice date, in a manner to be specified by user in the currency used on the invoice. Objections to the amount of the invoices do not suspend the liability to pay.

All goods delivered by user, including any designs, sketches, drawings, films, software, (electronic) files, etc., shall remain the property of the user until the buyer has complied with all their obligations under all agreements concluded with the user.

User guarantees that the delivered goods meet the normal requirements and standards that may be set down and are free from any defects.

In the case of a guarantee applying to a case produced by a third party, the guarantee is limited to that provided by the producer of the goods to be supplied.

Should the buyer be in breach or default in the performance of any of their obligations, then all reasonable costs incurred in obtaining payment out of court are to be met by the buyer. If the buyer defaults in the timely payment of a sum of money, then he forfeits a immediately payable penalty of 15% of the amount due. This is a minimum of €50.00.

User is entitled to suspend the fulfillment of the obligations or terminate the agreement.

If, in the implementation of the agreement, the user has made goods available to the buyer, the buyer is obliged to return the delivered goods in their entirety within 14 days in original condition, free from defects. If the buyer fails to fulfill this obligation, he is liable for all resulting costs .

Should the goods delivered by the user be defective, the user's liability towards the buyer is limited to those conditions regulated under 'Guarantees'.

The risk of loss or damage to the products that are subject to the agreement shall pass to the buyer at the moment that these are legally and/or actually delivered to said buyer and are therefore brought under the power of buyer or a third party designated by same.

Parties are not obliged to fulfill any obligations if they are hindered due to a circumstance that is not due to negligence, not under the law, a legal act or generally accepted practice.

The buyer shall safeguard the user against claims by third parties concerning intellectual property rights pertaining to the material or data supplied to the user, that are used in the implementation of the agreement.

Notwithstanding the other provisions of these terms and conditions, the user shall reserve the rights and authority to which the user is entitled under the Copyright Act.

Both parties are obliged not to disclose any confidential information, from each other or from another source, received in the context of their agreement . Information is regarded as being confidential if the other party makes this known or when it arises from the nature of the information.

For the duration of the agreement and for one year after the termination thereof, the buyer shall not in any way, except after proper consultation has taken place with the user, take staff of the user or businesses that the user has called upon in the carrying out this agreement and who are (were) involved in the carrying out of the agreement, into employment or otherwise, directly or indirectly, to work for them.

The magistrate at the place of business of the user is exclusively authorized to hear disputes, unless the district magistrate has jurisdiction. User has nevertheless the right to submit the dispute to the court authorized to do so according to law.

Any agreement between the user and the buyer is governed by Dutch law. The Vienna Sales Convention is expressly excluded.

These conditions have been filed at the Chamber of Commerce in Roermond.

Roermond, 7 January 2013