
GENERAL

TERMS

AND

CONDITIONS

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GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT of the company with limited liability FEBRIK BV, established and having its offices at Tilburg, filed with the Chamber of Commerce of Tilburg (Netherlands) under number 18030882.

ARTICLE 1 General

These general terms will apply to all offers, deliveries, agreements and transactions of every kind entered into or undertaken by FEBRIK B.V.

ARTICLE 2 Offers

All offers made by us will be free of obligation and based on the information known and provided at the time of the enquiry. Any agreements will only take effect after our written acceptance or confirmation has been given, or after we have started executing an agreement.

We shall be entitled to carry out agreements in consecutive parts.

ARTICLE 3 Prices

The prices quoted by us are based on the prices, material costs, wages etc. known and current at the time we make an offer. If any of the factors that affect the price we quote should change after we have made an offer, we shall be entitled to change the agreed price accordingly, even if this change is due to circumstances that could have been foreseen or anticipated at the time of the offer.

ARTICLE 4 Deliveries

We shall do our utmost to observe the delivery times stated in our offers, confirmations and contracts. We cannot however be held liable for damage due to exceeding stated delivery times. Exceeding delivery times will not give purchasers just cause to dissolve any agreement they have entered into with us.

If we have agreed to delivery on demand without fixed delivery intervals, we shall be entitled to summon the purchaser to accept, within 14 days, any goods, which have not been called for delivery within three months after confirmation date. We shall furthermore be entitled to charge the purchaser in full for the goods whether they have been called for delivery or not.

We shall be entitled to deliver and charge 10 % more or less than the quantity agreed upon.

Unless agreed to otherwise deliveries will take place against ex-works conditions.

ARTICLE 5 Force Majeure

For the purposes of these general terms of delivery force majeure will include those cases in which our carrying out of an entire agreement or part of it, either temporarily or otherwise, cannot reasonably be demanded from us due to circumstances beyond our control, for which we cannot be held responsible and which are beyond our risk. In the event of force majeure and in as far as we have not fulfilled our obligations in an agreement entered into by us, we shall have the right to postpone fulfilment of our obligations or to annul the entire agreement or part of it by means of giving notice in writing, without having to resort to judicial intervention and without any obligation on our part to compensate costs, damages or interest.

ARTICLE 6 Defects

Purchasers must advise us of complaints regarding immediately visible defects within 8 days of delivery by registered letter. Failing this, any claim against us will be invalid. Claims regarding invisible defects have to be made known within 14 days after the defect has been, could have been or should have been discovered, on the understanding that any claim will be invalid three months after the time of delivery.

If the goods delivered have been processed or treated in any way whatsoever, it will be impossible for us to accept any complaints.

Minor deviations in quality, colour, width, weight, finish and/or design or otherwise that are customary in the market, or which cannot technically be prevented do not constitute grounds for complaints.

If, in our judgement, a complaint is found to be valid, we shall at our discretion, after the goods have been returned in their original condition, either arrange re-delivery or provide compensation for any damage. This will be limited to the invoice value of the goods excluding any processing costs. We shall never be obliged to compensate further damage. Complaints will not entitle the purchaser to annul the sale, to withhold or delay payment or part of the payment.

ARTICLE 7 Five-year warranty

FEBRIK provides a warranty for a period of 5 years from date of purchase. Warranty claims will only be accepted when used under normal conditions, with proper maintenance, correct upholstery and for the purpose intended. FEBRIK's warranty will be limited to the refund of the purchase price or replacement of the textile, and does not include any labor costs or any other extra cost.

This warranty does not apply to incorrectly upholstered textiles, improperly maintained textiles, irregularities in colour and texture in natural fibers, slight contamination in light colours, furniture with sharp edges which may cause damage, wear and tear on places caused by sharp objects, abnormal use of textile including cuts, holes, spills or other misuse of products and any direct/indirect cost made, for example cost of reupholstering

Advice provided by FEBRIK on the specific suitability and ways to apply the products is indicative only. As the buyer's application of the product is beyond the control of FEBRIK, FEBRIK is not liable for the buyer's actual use of the products and for any damage or loss arising out of the buyer's incorrect and unusual application of the products.

ARTICLE 8 Payment

Payments are to be made within 30 days unless otherwise agreed to. Payments are to be made in the currency stated on the invoice in question. Legal interest amounting to 1% of the invoice amount will be charged in the event that the agreed due payment date is exceeded. If payments are not made within the time agreed, the purchaser will automatically be in default. Both the judicial and extra-judicial collection costs involved in this respect will be borne by the purchaser.

The extra-judicial costs will amount to at least 15% of the outstanding invoice amount and the accrued interest with an absolute minimum of 100 euros.

The purchaser is not entitled to set off, to refuse or to suspend payment on the basis of a supposedly incorrect delivery or any other fault on our part. If the financial position of the purchaser has considerably deteriorated after the agreement has been effected, but before delivery of the goods, we shall be entitled to decide not to carry out the entire agreement or part of it; to annul it without having to resort to judicial intervention or to adjust the terms of payment.

ARTICLE 9 Reservation Clause

All goods supplied by us will remain our property until the purchase sum and any due interest and costs have been paid. Furthermore, we shall retain title to all goods supplied by us, even if this should concern other goods supplied before or after those to which the unpaid invoice applies, until all invoices submitted by us have been paid. The purchaser will not be permitted to give any paid goods in consignment or to pledge them as security to a third party in any way whatsoever.

ARTICLE 10 Liability

Agreements entered into by us will be carried out at the purchasers' risk and responsibility, even in the event of default or negligence on our part or on the part of our personnel or other persons employed by us. We do accept liability for intent or a comparable fault on our part or on part of our staff or other persons under our supervision. The purchaser will indemnify us against claims from third parties. If we should be liable for damages under the agreement for any reason, the damages to be paid by us will always be limited to the invoice amount (excluding turnover tax) for the delivery in question. Liability for consequential damage and/or indirect damage is expressly excluded.

If we are under the obligation to apply instructions, labels etc. to the goods to be supplied by us for the benefit of third parties, we shall never be liable towards these third parties for any damage whatsoever. The purchaser will also indemnify us against any possible claims in this respect.

ARTICLE 11 Industrial property

We hold and shall at all times hold the rights contained in the processes developed by us for the production and development of our goods, the rights in goods produced by us, designs, shapes, packaging etc., all in the broadest sense of the word. Supplying goods will never result in the transfer of the industrial ownership rights to purchasers or third parties.

ARTICLE 12 Annulment

We shall have the right to annul the entire agreement or part of it, immediately without notification of default or having to resort to judicial intervention, or to suspend the execution of the agreement if the purchaser should not, not duly or not promptly observe one or more of his obligations, or if the purchaser is declared bankrupt or applies for a moratorium, goes into liquidation or if his company offers private settlement of its debts, or appears to be insolvent in any other way, or if in our judgement the fulfilment of an agreement is permanently prevented or hindered due to force majeure or if we cannot be reasonably expected to continue to execute an agreement.

In the event of annulment, as referred to above, we shall never be obliged to pay any damages whatsoever. The purchaser will be obliged to indemnify us against any claims by third parties arising from the annulment. The purchaser will be obliged to compensate any costs already incurred by us immediately and to provide further compensation of any damages by paying 10% of the agreed purchase sum. This will not prejudice our right to claim full damages.

ARTICLE 13 Disputes and applicable law

Dutch law will exclusively govern these general terms of delivery. All disputes will be exclusively brought before the competent judge of the district court, where we are registered. A dispute exists if either party claims such.