

**Article 1 : General**

In these general sales conditions, the terms below shall mean the following:

1.1 PRIMEX : Primex Textiles B.V., with registered office in Wieringerwerf.

1.2 Client : The (legal) person to whom the offers, quotations, order confirmations, deliveries or invoices of PRIMEX are addressed.

**Article 2 : Offers, quotations**

All offers and quotations, both written and oral, or other statements of representatives and/or employees of PRIMEX shall be noncommittal.

**Article 3 : Scope of application**

Insofar as not otherwise agreed upon in writing, these general sales conditions shall apply to all offers, quotations, agreements and assignments awarded of PRIMEX.

**Article 4 : Establishment of the agreement**

4.1 An agreement shall be established exclusively if and after PRIMEX has confirmed an assignment or order in writing or by the full or partial execution of an assignment or partial delivery by PRIMEX.

4.2 Any arrangements, commitments, additions and/or amendments of the agreement, made after the order confirmation, shall only be binding if they have been agreed upon in writing by the parties.

4.3 PRIMEX shall be entitled to, prior to entering into the agreement, demand surety of the client so as to ensure that both the payment and other obligations will be met.

4.4 If PRIMEX deems it necessary or desirable, PRIMEX shall be authorized to appoint third parties for the execution of the assignment, awarded to PRIMEX, in which case the costs will be recharged to the client. On this matter, PRIMEX shall conduct prior consultations with the client.

**Article 5 : Prices**

5.1 The prices indicated apply to deliveries ex-warehouse and are exclusive VAT, unless otherwise agreed upon in writing.

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5.2 Insofar as not otherwise agreed upon in an agreement, any other costs to be incurred in relation to deliveries are not included in the price.

5.3 The prices indicated are based on the cost prices, applicable at the moment of the quotation. Until the moment of the establishment of the agreement, PRIMEX shall be entitled to adjust the prices to the changes in the price of raw materials, materials, parts, wages, currency rates, insurance premiums, tax charges, social security premiums, import duties, transport costs and other levies, imposed or to be imposed by the government.

## Article 6 : Payment

6.1 Payments shall take place in advance, unless otherwise agreed upon in writing, in which case the conditions of Article 6.2 shall apply.

6.2. The payments, which do not fall under Article 6.1, shall take place within 30 days as from the invoice date, either in cash or by transfer into a bank account, to be designated by PRIMEX.

6.3 If payment is not received, partially or not received on time, the client is without that any reminder or notice of default is required - the statutory interest is due from the date on which payment should have been made until the date of the actual payment.

6.4 If PRIMEX proceeds to collect an overdue invoice or other claim client, will pay all costs of collection, both judicial and legal extrajudicial, at the expense of the client, whereby the extrajudicial collection costs are set at least 15% of the principal amount to be recovered with a minimum of 250 Euros.

6.5 For the application of these conditions, each partial delivery shall be deemed to be a separate delivery.

6.6. The contractor is entitled to place all orders at its own discretion, without judicial intervention choice to cancel in whole or in part, or to pay in advance for the work still to be made to demand deliveries and/or to suspend these deliveries if: a) he has withdrawn from the relevant order(s) can no longer or no longer sufficiently cover the credit risks arising from a credit insurer to be determined by him; b) the client receives a due and payable invoice the contractor has not paid on time, or the financial position of the client deteriorates compared to the time the order(s) were placed, before this has been completed in full.

6.7. If the contractor wishes to cancel an order on the basis of Article 6.6, he must submit this notice to inform the client and to set a period of 5 days for the client to still complete the to pay orders in advance or to provide security for this.

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## Article 7 : Delivery

7.1 Upon expiry of the (agreed) term or date of delivery a post-delivery term of 15 working days automatically comes into effect, unless the time of delivery is indicated merely by such words as "express", "immediate", "ex stock" or similar terms.

7.2 In case the delivery date or the delivery dates indicated cannot be met by PRIMEX, PRIMEX undertakes to inform the client expeditiously, with specification of the delivery date or delivery dates to be expected, without the client being entitled to constitute any indemnification claim, in any form whatsoever, or to proceed to the resolution of the agreement or to require compliance with the agreement.

7.3 If PRIMEX fails to comply during a period of more than one month after the delivery period, specified in the agreement, the client shall be entitled to cancel the agreement as a whole or for the part that has not been complied with, if the cancelation takes place by registered letter, which has to be received by PRIMEX prior to the delivery of the respective goods.

## Article 8 : Transfer of risk

8.1 All the risks of transport in relation to the goods to be delivered shall rest with the client, both in respect of direct and indirect damage.

8.2 All the performances and/or deliveries of PRIMEX shall, without prejudice to the provisions of the preceding paragraph, be at the risk of the client, as from the moment the performance and/or delivery takes place.

## Article 9 : Complaints

9.1 The client can no longer invoke that the good(s) or performance(s) delivered does not/do not conform to the agreement, if he has not notified PRIMEX in writing of the non-conformity within 8 days after delivery. This written complaint must include a clear description of the claim, invoices and article numbers which are involved.

9.2 Complaints regarding the invoices of PRIMEX shall be submitted in writing and have to be received by PRIMEX within 8 days as from the invoice date.

9.3 Slight deviations in quality, colour, size, weight, finish, design, amounts etc. permissible in the trade and/or technically unavoidable shall constitute no reason for complaint.

9.4 Non-visible defects or otherwise non-observable defects that are not covered by the The client's obligation to investigate falls immediately after the moment of delivery, and first at the time of delivery use may appear (=hidden defects), should be done within 8 working days after discovery to

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be reported thereof by means of a written statement that is as accurate as possible to the contractor of the nature and basis of the complaint and of the relevant invoice number and/or the relevant item number(s) and/or a description of the complained items.

9.5 In the event of justified complaints, the contractor has the option to return the goods within reasonable time term or to repair or replace, all this at the discretion of the contractor.

9.6 The submittal of complaints shall not relieve the client of his payment obligations according to the provisions of Article 6.

9.7 The client shall not be entitled to return the goods, to which the complaint relates, without the written consent of PRIMEX.

### **Article 10 : Force majeure**

10.1 If the execution of the agreement or assignment proves to be impossible, due to a shortcoming that is not imputable to one of the parties and the resulting delay will foreseeably last longer than one month, either party shall be entitled to terminate the agreement after mutual consultation, without being liable to pay any indemnification to the other party.

10.2 Non-imputable shortcomings on the part of PRIMEX, as referred to in the first paragraph, shall include: each event or circumstance – even if it was foreseeable at the time of the entry into the agreement or the award of the assignment and/or order -, which renders the delivery and/or fabrication difficult or impossible or which has such an influence on the production and/or delivery by PRIMEX that the compliance of PRIMEX has become so costly and/or economically objectionable that PRIMEX cannot reasonably be required to (further) comply with the agreement or assignment under the same conditions.

### **Article 11 : Liability**

11.1 If PRIMEX attributably fails to comply with the agreement, PRIMEX is only liable for compensation for damage resulting directly from the lack of performance. Any other form of compensation, such as consequential damage, indirect damage, damage due to lost profit or damage due to delay is excluded.

11.2 PRIMEX cannot ensure that the fabric quality and/or other specifications of the product, indicated by the client, meet the purpose, envisaged by the client.

11.3 After the rise of any right to indemnification, the client shall be held to, as soon as reasonably possible, immediately report the damage in writing to PRIMEX.

11.4 PRIMEX shall not be liable for the damage that arises during the transport to, and storage at, the premises of the client.

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11.5 PRIMEX and the client have entered into an agreement as described in article 4.1.

The client hereby purchases products without any imprint.

The client then sells the products to his customers unprinted or including a print, embroidery, patches, etc.

11.6 The client is solely responsible for any changes to the products that were not part of the original products sold by PRIMEX to the client. Any modification to the products must comply with all applicable legislation, taking into account product safety and product marking legislation. The client will ensure that an adjustment to the products has no negative consequences for PRIMEX. PRIMEX will determine at its own discretion whether the negative impact is a consequence of the adjustment. In the case of distribution, the client must ensure that the requirements regarding adjustments in this article 11.6 are imposed on and complied with by the customers of the client.

11.7 The client will indemnify and hold PRIMEX harmless against all claims from third parties arising from adjustments to the products. The client must pay the full amount to take responsibility for all actions required by government as a result of adjustments to the products.

## **Article 12 : Transfer of title**

12.1 All goods supplied, paid or unpaid, remain the property of PRIMEX until all the invoices including those not yet due – have been paid in full. For as long as PRIMEX still has amounts payable outstanding, he shall be entitled to recall the goods and the client is not entitled to transfer the goods of PRIMEX in any form whatsoever (including as surety) to third parties nor to give them to third parties on consignment. In the case of recalled goods, the client will be credited for the same at the market value of the said goods on the date of recall.

12.2. The client may agree with a third party that the latter shall pay the purchase price on the former's behalf and be subrogated to the claim of PRIMEX. In the event of payment by a third party that is subrogated in the claim of PRIMEX, the reservation of title shall not expire.

12.3 In the event of subrogation as referred to in paragraph 13.2, PRIMEX shall transfer the reserved title of the goods for which the third party has settled the purchase price to the subrogated third party. The client shall hold the goods described for the subrogated party from the time of subrogation.

## **Article 13 : Applicable law and disputes**

13.1 All disputes, including those disputes arising only from one party as such are considered to be any agreement concluded between PRIMEX and the client further agreements that may result from this will be exclusive subject to Dutch law.

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13.2 The aforementioned disputes will - to the extent permitted by law - be adjudicated exclusively by the competent court in the district where PRIMEX is located.

#### **Article 14 : Return shipments**

14.1 Return shipments without prior consent of PRIMEX are prohibited and therefore, will be refused.

14.2 Return shipments which have not been accepted by PRIMEX, shall in no respect relieve the client of the payment conditions, as referred to in Article 6.

14.3 Return shipments shall always take place according the RETURN PROCEDURE, as established in Article 15. Deviations of the return procedure shall always be at the expense of the client.

#### **Article 15 : Return procedure**

15.1 An order or product can only be returned to Primex Textiles B.V. if it meets the following conditions;

- a) Please write in advance an email to [info@primex.nl](mailto:info@primex.nl) to sign up for a return number;
- b) A copy of the invoice for the products involved, has to be included in this email;
- c) Only after receiving a return number, the goods can be returned to our warehouse, please note clearly this return number on each box;
- d) The products returned have to be undamaged and in their original packaging;
- e) Within a reasonable period of time, but not later than 1 month after purchase;
- f) Samples or specially ordered products can't be returned;
- g) Products marked as "DISC" (Discontinued) can't be returned.

15.2 Returns that do not meet any of the above conditions, will not be approved/processed. The customer has to return the products to Primex on their own account. After approval and receipt of the return, it is passed to credit/refund the return amount.

15.3 Unfortunately, the return of goods brings costs in the process;

- a) 25% of the total amount
- b) Minimum of 25.- euro
- c) These handling costs shall be deducted from the credit note or refund.

#### **Article 16: Offer**

The offer contains a complete and accurate description of the products offered and/or services. The description is sufficiently detailed to allow a good assessment of it offering by the consumer. If PRIMEX uses images are this is a true representation of the products and/or services offered.

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Obvious mistakes or errors in the offer do not bind PRIMEX.



#### **Article 17 : Secure web environment**

If the agreement is established electronically, the client shall take the appropriate technical and organizational measures in order to secure the safety of the electronic transmission of data and he shall ensure a secure web environment. If the client is able to pay electronically, the client shall observe the appropriate security measures.

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