

**GENERAL SALES, DELIVERY AND PAYMENT TERMS AND CONDITIONS**  
**Anchor Workwear B.V.**

**Article 1. General**

- A. In the context of these general terms and conditions, Anchor Workwear B.V. is understood to be the limited liability company Anchor Workwear B.V., with registered office in Veghel, the Netherlands, hereinafter referred to as 'the Supplier'.
- B. In the context of these general terms and conditions, the Purchaser is understood to be the person or entity with whom or with which an agreement to supply goods and/or services is concluded.

**Article 2. Conclusion of the agreement**

All offers made by the Supplier are without obligation unless explicitly stated otherwise. An agreement is only valid when the Supplier has confirmed an order in writing or has actually commenced execution of the order.

**Article 3. Quotations and Prices**

Quotations provided by the Supplier are without obligation and shall expire no later than 30 days after the date of the quotation, unless otherwise agreed in writing.

- A. Notwithstanding the provisions of Section 6:225 paragraph 2 of the Dutch Civil Code, the Supplier is not bound by deviations in the acceptance of the potential Purchaser of the Supplier's quotations.
- B. Unless expressly stated otherwise, the prices quoted by us are:
  - ❖ In euros
  - ❖ Exclusive of VAT
  - ❖ Exclusive of delivery costs
- C. Delivery times and other services to be performed by the Supplier that are mentioned in the Supplier's quotations are general and merely informative; the potential Purchaser is not entitled to damages or dissolution where these are exceeded, except in cases of gross negligence by the Supplier.
- D. Unless otherwise agreed in writing, the prices quoted by the Supplier are based on implementation during normal working hours and exclude transport, packaging, delivery and installation charges, VAT, other government levies and any other costs under these terms and conditions.
- E. In the event of changes to factors that determine the fixation of prices after the conclusion of the agreement, the Supplier reserves the right to charge the costs of these changes to the Purchaser.
- F. In a composite quotation, there is no obligation for the Supplier to supply part of the goods included in the quotation against a corresponding part of the quoted price, neither does this quotation apply automatically to repeat orders.

**Article 4. Delivery**

- A. Unless otherwise agreed in writing, delivery shall be ex warehouse.
- B. Unless special quality requirements are set by the Purchaser and confirmed in writing by the Supplier, it is sufficient for the Supplier to deliver goods of merchantable quality.
- C. In the case of free delivery, the mode of transport shall be determined by the Supplier. The transport shall be made to an agreed delivery address, providing this address is accessible by reasonably surfaced roads. The Purchaser is obliged to accept the bought goods at the moment that they are delivered to him or at the moment they are made available in accordance with the agreement. If the Purchaser refuses to accept the goods or fails to provide information or instructions necessary for their delivery, the goods shall be stored at the Purchaser's risk. In the aforementioned case, the Purchaser shall be liable to pay all additional costs, which shall include, at least, storage costs.
- D. In the event that delivery is not free, the goods shall be considered to have been delivered to the Purchaser at the moment that they have been loaded at the Supplier's premises on transport provided by, or on behalf of, the Purchaser.
- E. After delivery in accordance with paragraphs C or D, the goods are wholly at the expense and risk of the Purchaser.
- F. In case of force majeure (which shall be understood to mean, among other events, strikes, fire, destruction of goods during transportation, water damage, government measures, export bans, war, mobilisation, transportation barriers, export barriers, import barriers and employee shut-outs), the Supplier shall be entitled, after notifying the Purchaser in writing, to extend the delivery time with the duration of the impediment. If the Supplier cannot fulfil its obligation because of force majeure, then the Supplier shall be entitled to wholly or partially terminate the agreement, without any judicial intervention being required, unless the duration of the force majeure does not justify said termination.
- G. In the event that the sale took place with delivery on a call-off basis, the Purchaser must arrange the call-off in such a way that all the goods are called-off within three months of the conclusion of the agreement, unless a different call-off period has been agreed in writing. If the Purchaser fails to do this, the Supplier is entitled, after issuing a notice to the Purchaser, to offer the remaining goods to the Purchaser and to demand immediate payment, or to terminate the agreement without any further notice or judicial intervention being required, and to claim compensation for any damage suffered.
- H. Return shipments shall not be accepted by Anchor Workwear B.V. unless it has given an undertaking in writing that returned goods or goods to be returned shall be accepted.
- I. The provisions in paragraph H are also applicable to the reception of returned goods; the simple reception of goods by the warehouse of Anchor Workwear B.V. and/or by its employees shall not, therefore, be regarded as acceptance.
- J. Improperly returned goods shall remain at the disposal and risk of the Purchaser; any transport and/or storage costs shall be charged to the Purchaser. The previous paragraph applies in full to return shipments where it turns out that claims have been made incorrectly.

**Article 5. Delivery time**

- A. Delivery times stated by the Supplier are always approximate and are never deadlines.
- B. In the event of late delivery, the Purchaser shall provide the Supplier with written notice of default and set the Supplier a reasonable period of time to fulfil its obligations.
- C. The delivery period specified by the Supplier commences only after all the required details are in its possession.

**Article 6. Technical requirements etc.**

- A. If goods to be delivered in the Netherlands must be used outside the Netherlands, the Supplier is not responsible for ensuring that the goods meet the technical requirements, standards and/or regulations imposed by laws or regulations in the country where the goods must be used. This does not apply if, on conclusion of the agreement, notification is provided that the goods will be used outside the Netherlands along with all the necessary details and specifications.
- B. All other technical requirements set by the Purchaser on the goods to be delivered and which deviate from the standard requirements must be expressly stated by the Purchaser on conclusion of the agreement.
- C. In terms of changes in colour and size, accepted industry standards will be used.

**Article 7. Samples, models and examples**

If a model, sample or example is shown or provided by the Supplier, it shall be presumed to be shown or provided merely as indicative: the quality of the goods to be delivered may differ to the model, example or sample; unless expressly stated that it would be in accordance with the sample, model or example shown or provided.

**Article 8. Packaging**

- A. If the packaging is charged, it shall be settled simultaneously with the payment of the principal sum. Any refund of the amount paid to the Supplier under the terms of this Article shall only take place if reusable packaging is returned free of charge within three months of the day of delivery.
- B. The Purchaser is prohibited to use the packaging for other products or purposes.
- C. The Purchaser shall indemnify the Supplier and shall compensate the Supplier for any damage which the Supplier might suffer as a direct or indirect result of a breach of the provisions in paragraph B.

**Article 9. Termination of the agreement**

- A. An agreement between the Supplier and the Purchaser can be terminated immediately in the following cases:
  - ❖ If circumstances come to the knowledge of the Supplier after the conclusion of the agreement that give the Supplier good reason to believe that the Purchaser shall not fulfil its obligations.
  - ❖ If the Supplier has requested the Purchaser to provide security for compliance at the conclusion of the agreement, and this security fails to materialise or is insufficient despite notices.
  - ❖ In the aforementioned cases, the Supplier is authorised to suspend any further execution of the agreement or to terminate the agreement, in either case without prejudice to the Supplier's right to recover damages from the Purchaser.

**Article 10. Payment**

- A. Unless otherwise agreed in writing, payment must be made within 30 days of the invoice date in a manner to be specified by the Supplier in the currency mentioned on the invoice. Payment shall be deemed to have been made at the time that the amount due has been received by the Supplier.
- B. Payment must be made without discounts or offsets.
- C. Payments made by the Purchaser shall always serve first to settle any interest or costs due, and in second place to settle invoices which have been outstanding for the longest period of time, even if the Purchaser specifies that the payment relates to a later invoice.
- D. If an invoice is not paid within 30 days, then the Purchaser is in default, without the necessity for any formal warning or notice. At that moment in time, all outstanding invoices from the Supplier shall become due and payable forthwith.
- E. In the event of late payment, the Purchaser shall be liable to pay late payment interest at a rate equal to 1.5% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall be applicable.
- F. If the Supplier is obliged to cede its claim because the Purchaser is in default, then any and all associated costs, such as administrative, judicial and extrajudicial costs, including the costs of any bankruptcy petition, shall be charged to the Purchaser. The extrajudicial costs shall be at least 15% of the unpaid amount with an absolute minimum of € 150.00.
- G. If the Purchaser fails to comply with any agreement with the Supplier, or if the Supplier has reasonable doubts regarding the ability to pay, the Supplier is entitled to postpone the delivery of goods until the other party has provided security for claims and paid for the goods to be supplied.
- H. In the event of the Purchaser being subject to liquidation, bankruptcy or a suspension of payments procedure, then the claims of the Supplier and the obligations of the Purchaser in respect of the Supplier shall become due and payable forthwith.

**Article 11. Liability and complaints**

- A. The Supplier is not liable for damage suffered by the other party, except and insofar as the Purchaser can demonstrate that there is intent or gross negligence on the part of the Supplier.
- B. The Supplier shall in no event be liable for any consequential damages to the Purchaser.
- C. Liability for damages is expressly limited to the amount paid by the insurance in the case concerned. If for any reason at all no payment is made under the insurance cover, then liability for damage is expressly limited to the net sale price or the net invoice amount of the goods.
- D. The Supplier's liability is limited - subject to the above - to the provision of written advice.

**Article 12. Inspection and complaints**

- A. The Supplier is only responsible for the quality of the goods in the condition they are in at the moment they leave the Supplier's warehouse. The Purchaser is obliged to strictly observe the rules or instructions concerning the method of storage, handling and application of the goods supplied. The Purchaser must thoroughly inspect the goods delivered for faults within 8 days of delivery.
- B. All claims by the Purchaser must be made in writing to the Supplier within 8 days of a discovery, or when a discovery could reasonably have been made, of a defect. After this period, the Purchaser can no longer make a claim due to defects.

**Article 13. Retention of title**

- A. Delivery shall take place under retention of title. This reservation applies to all claims for payment due to the failure of the Purchaser to comply with the agreements concluded with the Supplier, as well as services and work performed by or on behalf of the Supplier for the Purchaser.
- B. If the Purchaser is late in settling payment, or if there are justifiable reasons for believing that the Purchaser shall be late in making payments or not make them at all, then the Supplier is authorised to take back delivered goods that are still owned by the Supplier in accordance with the previous paragraph.
- C. The Purchaser is required to prevent goods belonging to the Supplier from being seized as far as possible. Should this nonetheless happen, then the Purchaser must immediately inform the Supplier.

**Article 14. Disputes and applicable law**

- A. Agreements between the Supplier and the Purchaser are governed by Dutch law.
- B. All disputes shall be settled by the court in 's-Hertogenbosch, the Netherlands, unless the Supplier brings the dispute before another court that is competent for the purpose according to the jurisdiction rules.

**Article 15. Different terms or conditions**

Additional or different terms or conditions shall only be valid if they are confirmed in writing by the Supplier.

**Article 16. Modification and location of the terms and conditions**

These conditions have been filed at the Chamber of Commerce in Eindhoven, the Netherlands.