

SALE, DELIVERY AND PAYMENT CONDITIONS of Chain Fashion Industries B.V. 8-11-2023

1. Definitions

- 1.1. Chain Fashion Industries B.V., hereinafter referred to as CFI, established at Tokyostraat 1-5, 1175 RB in Lijnden, registered with the Chamber of Commerce under number 24275629, the one who uses these general conditions in Orders and delivery of Products.
- 1.2. Buyer: the natural person acting in the exercise of a profession or business or legal entity, with whom the Order is concluded.
- 1.3. Order: an order from the Buyer to CFI to deliver one or more Products.
- 1.4. Products: items, activities and/or services.
- 1.5. Sets: a combination of two or more textile and/or clothing items that are indivisible.
- 1.6. In writing(s): includes "by e-mail".

2. Applicability

- 2.1. These general conditions apply to all offers, Orders and agreements between CFI and the Buyer for the delivery of Products as described in Article 1.4 of these conditions, unless expressly agreed otherwise in Writing.
- 2.2. These conditions also apply to agreements with CFI, the performance of which requires the involvement of third parties by CFI.
- 2.3. The provisions of these General Conditions can only be deviated from expressly, In Writing.
- 2.4. The applicability of any general conditions of the Buyer is expressly rejected.
- 2.5. If one or more provisions in these general conditions are at any time fully or partially invalid or annulled, the other provisions in these general conditions shall remain fully applicable. CFI and the Buyer shall then consult to agree on new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and purport of the original provisions.
- 2.6. If CFI does not always require strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that CFI would to any extent lose the right to require strict compliance with the provisions of these conditions in other cases.
- 2.7. The Dutch text of these General Conditions is always decisive and shall prevail over all translations thereof in case of conflict.

3. Quotations and offers

- 3.1. All quotations and offers by CFI are without obligation, unless the quotation stipulates an acceptance period. If no acceptance period is stipulated, the quotation or offer cannot in any way confer any rights if the Product to which the quotation or offer relates is no longer available in the meantime.
- 3.2. CFI cannot be held to its quotations and offers if they contain an obvious mistake and/or clerical error.
- 3.3. The prices mentioned in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless otherwise indicated.
- 3.4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or the offer, CFI is not bound by it. The contract is then not concluded in accordance with this deviating acceptance, unless CFI indicates otherwise in writing.
- 3.5. A compound quotation does not oblige CFI to perform part of the assignment at a corresponding part of the stated price. Offers and quotations do not automatically apply to future Orders.

4. Realisation of the agreement

- 4.1. A contract is established In Writing the moment CFI confirms an Order In Writing, or if an offer or quotation by CFI is accepted In Writing by the Buyer or, if earlier, CFI has commenced performance of the contract.
- 4.2. If the Buyer places an Order by telephone, the contract is concluded as soon as CFI confirms the Order In Writing to the Buyer. The content of this Written confirmation is binding on the Buyer and reflects the content of the contract.
- 4.3. Any additional agreements and/or undertakings made and/or given by CFI only bind CFI if these agreements and/or undertakings are confirmed In Writing by CFI's authorised persons.

5. Cancellation of the agreement

5.1. The Contract may be cancelled by the Buyer up to eight (8) days after the date of conclusion of the Contract at the latest. If the Order is cancelled by the Buyer after the aforementioned time, CFI is entitled to charge 50% of the price owed by the Buyer.

5.2. If a contract relates to Sets, then cancellation relates to the entire contract and not to some parts of the contract.

5.3. Cancellation by Buyer is not possible if CFI has to start executing the agreement within eight (8) days after the conclusion of the agreement.

5.4. Cancellation by the Buyer is also not possible if CFI has Products in stock and can deliver from stock to the Buyer.

5.5. CFI is entitled to cancel the agreement up to thirty (30) days after the date of its conclusion, if - in the sole judgment of CFI - this is reasonably necessary from a production planning perspective. The provisions of Article 5.2. apply mutatis mutandis. CFI never owes any compensation to the Buyer in case of cancellation.

6. Delivery

6.1. Delivery is deemed to have taken place:

a. if the Products are collected by or on behalf of the Buyer:

at the moment of taking delivery of the Products by the Buyer or the third party or parties acting on behalf of the Buyer, e.g. the (professional) carrier engaged by the Buyer;

b. if the Products are transported by or on behalf of CFI: at the moment of first presentation or delivery of the Products at the Buyer's home or warehouse or at another address indicated by the Buyer.

6.2. From the moment of delivery, the Products are at the risk of the Buyer.

6.3. CFI delivers the Products "free domicile" within the Netherlands if the invoice amount (excluding VAT) associated with the contract exceeds €500. Delivery of the Products outside the Netherlands takes place "free domicile" if the contractual invoice amount exceeds € 750,00 (excluding VAT). If the invoice amount associated with the agreement is less than € 500.00 (excluding VAT) and € 750.00 (excluding VAT) respectively, delivery shall be "ex works". Transport of the Products shall then be at the expense and risk of the Buyer.

6.4. Only if CFI delivers "free domicile", CFI shall ensure insurance of the Products whereby the normal transport risk is insured. 6.5. CFI is entitled to execute the agreement in several stages and to invoice and deliver the part thus executed to the Buyer separately.

6.6. If the Buyer requests the delivery of Products to take place in a manner other than the usual manner, CFI may charge the related costs to the Buyer.

6.7. CFI shall deliver the Products to the Buyer no later than forty-five (45) days before or after the delivery date stipulated in the agreement, without prejudice to the other provisions in these general conditions.

6.8. In case of untimely delivery, CFI should be given notice of default in writing by registered letter and given a reasonable period to perform. 6.9. In case of Force Majeure within the meaning of Article 12 of these conditions, CFI cannot be held liable and the delivery period will be extended by ninety (90) days. The Buyer is obliged to take delivery of the purchased item at the agreed price.

6.10. If the Buyer fails to take delivery of the purchased Products, the Products are deemed delivered and CFI shall store the Products at the expense and risk of the Buyer, for a compensation of 15% of the invoice amount excluding VAT belonging to the contract.

7. Call and take-up

7.1. Unless otherwise agreed in writing, the delivery of a call-off order shall take place within a period of fifteen (15) working days, commencing on the first working day following the day on which the written call of the Buyer is received by CFI.

If the call-off order specifies the time at which the Products must be ready for call-off or the time from which the Products can be called, a previously received call-off is deemed to have taken place at that time. In such cases, however, delivery may take place before the said time.

7.2. The Buyer who has not called on time is entitled to an additional call period of eight (8) working days, commencing on the first working day following the working day on which the Buyer has received from CD a Written summons to call. However, no right to an additional call-off period exists if a date has been agreed for the delivery.

7.3. In case of untimely call-off, the delivery period or the delivery date shall be postponed by fifteen (15) working days.

7.4. If the Buyer has also failed to call within the additional call period, CFI may deliver the Products to the Buyer or deliver the Products at the Buyer's risk and expense, including the risk of quality or

depreciation, store them at its warehouse or elsewhere. By such storage, the Products shall be deemed delivered.

7.5. CFI shall inform the Buyer In Writing of such storage simultaneously submitting the invoice relating to the underlying contract.

8. Price and payment

8.1. If CFI and the Buyer agree on a fixed price, CFI is nevertheless at all times entitled to increase this price as a result of a change in cost-determining factors, without the Buyer in that case being entitled to rescind the agreement for that reason. The aforementioned price increase includes an increase resulting from a power or obligation pursuant to legislation or regulations or as a result of an increase in the price of raw materials, wages et cetera or on other grounds that could not reasonably have been foreseen at the time the agreement was concluded.

8.2. Payment should always take place within 30 (thirty) days after the invoice date, in a manner indicated by CFI. CFI is entitled to invoice periodically. CFI is entitled to require payment before delivery of Products for all deliveries yet to be made.

8.3. In case of payment by bank or giro, the day of crediting of CFI's bank or giro account constitutes the day of payment.

8.4. If the Buyer fails to pay an invoice on time, the Buyer is legally in default. The Buyer then owes interest of 1% per month, unless the statutory (commercial) interest rate is higher, in which case the statutory (commercial) interest rate is due.

8.5. The Buyer is never entitled to set off amounts he owes to CFI. Objections to the amount of an invoice do not suspend the payment obligation.

8.6. If the Buyer is in default or omission in the (timely) performance of his obligations, all reasonable costs for obtaining extrajudicial satisfaction shall be borne by the Buyer. The extrajudicial costs will be calculated on the basis of the Collection Costs Act (WIK) and its accompanying decree (BIK).

9. Complaints

9.1. The Buyer is obliged to examine the delivered goods, or have them examined, at its own expense, immediately at the time the Products are made available to it. In doing so, the Buyer must examine whether the quality and/or quantity of the Products delivered corresponds to what has been agreed and meets the requirements agreed between the parties in this respect.

9.2. Visible defects or inaccuracies in the delivery should be reported in writing to CFI within eight (8) days after delivery. Any invisible defects must be reported in writing to CFI immediately, but in any case no later than eight (8) days after their discovery. The notification should include a description of the defect that is as detailed as possible, so that CFI is able to respond adequately. The Buyer must give CFI the opportunity to investigate a complaint (or have it investigated).

9.3. Usual slack and minor changes in quantities, sizes, colour fastness and the like do not constitute a defect in the Product. Defects caused by incorrect or improper use of the Product do not entitle the Buyer to repair, replacement or compensation.

9.4. The Buyer's timely complaint shall not suspend its payment obligation. The Buyer shall in that case also remain obliged to take delivery of and pay for the other Products ordered and all that he has instructed CFI to do.

9.5. If a defect is reported later than stipulated in Article 9.2 of these conditions, the Buyer is no longer entitled to repair, replacement or compensation.

9.6. If it has been established that a Product is defective and a complaint has been filed on time, CFI shall, at CFI's discretion, replace the defective Products within a reasonable period of time after receiving them back, or, if returning the Products is not reasonably possible, the Buyer has informed CFI in writing of the defect, or take care of repair thereof, or pay compensation to the Buyer. In case of replacement, the Buyer is obliged to return the replaced Products to CFI and transfer ownership thereof to CFI, unless CFI indicates otherwise. By fulfilling one of the aforementioned performances, CFI shall be fully discharged in respect of its guarantee obligation and shall not be liable for any further (damage) compensation.

9.7. No guarantee on Products supplied by third parties shall extend beyond the guarantee granted to CFI by the manufacturer or importer of those Products.

9.8. If it is established that a complaint is unfounded, the ensuing costs, including research costs, incurred by CFI are entirely at the expense of the Buyer.

9.9. The Buyer is not entitled to return the Products for which there is no justified complaint. If this occurs without valid reasons, all costs related to the return are borne by the Buyer. In that case, CFI is free to store the Products with third parties at the risk and expense of the Buyer.

9.10. Notwithstanding the legal limitation periods, all claims and defences against CFI and the third parties involved by CFI in the performance of a contract expire one year after receipt of the delivered Products.

10. Retention of title

10.1. CFI remains the owner of all goods sold by it until the Buyer has paid the consideration for the goods delivered or to be delivered by CFI pursuant to the agreement or for the activities/services (also) performed or to be performed for the benefit of the Buyer pursuant to such agreement, as well as the claims for failure to perform such agreement.

10.2. The goods delivered by CFI that are subject to retention of title pursuant to paragraph 1 may never be used as a means of payment and may not be resold other than in accordance with the Buyer's normal course of business. This permission shall lapse by operation of law at such time as the Buyer defaults in any way on the claims to which the retention of title applies, obtains a provisional suspension of payments or is declared bankrupt.

10.3 The Buyer is not authorised to pledge the goods that are subject to the retention of title or otherwise use them as security for third-party claims or encumber them in any other way.

10.4. The Buyer shall always do everything that can reasonably be expected of him to secure CFI's property rights. The Buyer shall keep the goods delivered under retention of title with due care and as recognisable property of CFI. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereto, the Buyer is obliged, on penalty of damages, to immediately inform CFI thereof. Furthermore, the Buyer undertakes, also under penalty of damages, to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to submit the insurance policy to CFI for inspection upon first request. In the event of any insurance payment, CFI is entitled to this money. Insofar as necessary, the Buyer undertakes vis-à-vis CFI to cooperate with everything that may be necessary or desirable in this context.

10.5. Should CFI wish to exercise its property rights indicated in this Article, the Buyer gives unconditional and irrevocable permission in advance to CFI and third parties designated by CFI to enter all those places where CFI's property is located and to take it back. 10.6. If the Buyer creates a new item from or partly from the item delivered to him by CFI, this is an item that CFI causes to be created for itself and the Buyer keeps it for CFI while CFI remains the owner at all times, until all obligations referred to in paragraph 1 of this Article have been met.

11. Suspension, dissolution of the Agreement

11.1. CFI is entitled to suspend the fulfilment of its obligations or to dissolve the agreement and to reclaim as its property any goods delivered and not yet fully paid for and/or to claim damages from the Buyer, if:

- the Buyer fails to fulfil one or more obligations under the agreement, fails to do so in full or in time;
- after the conclusion of the agreement CFI learns of circumstances giving good reason to fear that the Buyer will not fulfil one or more obligations under the agreement;
- at the time of concluding the agreement the Buyer is requested to provide security for the fulfilment of his obligations under the from the agreement and this security is not provided or is insufficient;
- circumstances arise that are of such a nature that performance of the contract is impossible or if other circumstances arise of such a nature that CFI cannot reasonably be expected to maintain the contract unaltered;
- the Buyer is granted a (provisional) suspension of payments, the Buyer is admitted to the WSNP or submits an application to that effect, the Buyer's bankruptcy has been or threatens to be filed for, third-party attachment is levied against the Buyer.
- the Buyer is placed under guardianship, dies or a situation occurs in which the Buyer's affairs are liquidated.

11.2. If the agreement is dissolved, all amounts receivable by CFI on the Buyer are immediately due and payable, without prior notice of default being necessary. If CFI suspends or terminates the contract, it is in no way liable for compensation of damages and costs incurred in any way.

11.3. If Article 11.1. of these conditions is applicable, CFI is also entitled to compensation by the Buyer of the damages, including costs, incurred directly and indirectly by CFI.

12. Force majeure

12.1. CFI is not obliged to fulfil any obligation vis-à-vis CFI is not obliged to fulfil any obligation towards the Buyer if it is prevented from doing so as a result of Force Majeure, i.e. any circumstance, both foreseen and unforeseen, as a result of which fulfilment of the agreement can no longer reasonably be demanded by the Buyer.

12.2. In addition to what is understood in law and jurisprudence, Force Majeure in these general terms and conditions shall include (but not be limited to) strike, (threat of) terrorism, war and/or threat of war, riots, government measures including changing legislation, failure in production, failure in the supply of energy, business supplies and/or materials, incapacity for work (also of subordinates), failures in the computer network, fire and other business disturbances, import, export and transit bans, non-delivery or late delivery by suppliers or late availability of transporters, all external causes, foreseen or unforeseen, such as flooding, storm, natural and/or nuclear disasters, war and/or threat of war, due to which CFI is unable to meet its obligations. Furthermore, CFI will always be able to invoke Force Majeure if there is an unsuitability of goods and/or persons which/whom it uses in executing the agreement.

12.3. CFI may suspend its obligations under the agreement during the period of the Force Majeure, without being liable for any damages towards the Buyer. If this period lasts longer than ninety (90) days, each of the parties is entitled to dissolve the contract, without any obligation to pay damages to the other party.

12.4. Insofar as CFI has already partially met its obligations under the agreement at the time of the occurrence of force majeure or will be able to do so, and the part already met or to be met has independent value, CFI is entitled to separately invoice the part already met or to be met. The Buyer is obliged to pay this invoice as if it were a separate agreement.

13. Liability

13.1. CFI is exclusively liable for direct damage as a result of intentional or deliberate recklessness - to be demonstrated by the Buyer - on the part of CFI and/or its managerial subordinates belonging to the management or company management in performing the obligations resulting from the agreement entered into between CFI and the Buyer.

13.2. CFI is under no circumstances liable for indirect damage, including consequential damage -such as damage due to lost profits, missed savings and damage due to business stagnation- and/or intangible damage of the Buyer or third parties.

13.3. CFI's liability per event, where a related series of events counts as one event, is at all times limited to the amount paid out by CFI's corporate liability insurance in the case in question. If for any reason the insurer does not pay out, CFI's liability is limited to the amount (excluding VAT) on the invoice relating to the Product to which the damage relates, with an absolute maximum of € 50.000,- (fifty thousand Euros).

13.4. CFI is not liable for damage, of whatever nature, resulting from the fact that CFI has relied on inaccurate and/or incomplete information provided by or on behalf of the Buyer.

13.5. CFI is not liable vis-à-vis the Buyer for delays by its manufacturers/suppliers.

13.6. The Buyer is in any event liable for any damage, of whatever nature and in whatever form, arising after the Products supplied by CFI have been processed and/or treated.

13.7. The Buyer indemnifies CFI against all third-party claims, including claims for damages based on product liability pursuant to Article 6:185 of the Civil Code, which are directly or indirectly, directly or indirectly related to the performance of a contract.

14. Indemnification

14.1. The Buyer shall indemnify and hold CFI harmless from and against all claims by third parties, for whatever reason, regarding compensation for damages, costs, interest and/or losses arising from Products delivered by CFI. Should CFI nevertheless be held liable by third parties in this respect, the provisions of Article 13 of these general conditions apply accordingly. CFI is then entitled to recover from the Buyer the entire amount paid by it in damages and costs. The Buyer is furthermore obliged to assist CFI both extra-judicially and judicially and to immediately do whatever may be expected of him in that case. Should the Buyer fail to take adequate measures, CFI is entitled, without prior notice, to take such measures itself. All resulting costs and damages on the part of CFI and third parties are entirely at the expense and risk of the Buyer.

15. Intellectual property

15.1. CFI reserves the rights and powers to which it is entitled under the Copyright Act and other intellectual property laws and regulations. CFI is entitled to use the knowledge gained by its side during the performance of a contract for other purposes as well, as long as no strictly confidential information of the Buyer is brought to the attention of third parties.

16. Applicable law and disputes

16.1. This agreement is exclusively governed by Dutch law.

16.2. At all times, unless otherwise prescribed by mandatory law, the District Court of Amsterdam shall have jurisdiction.