

## **GENERAL TERMS AND CONDITIONS OF SALE OF**

### **DECOWRAPPS BV.**

These general terms and conditions are filed with the Court Registries of the Court of First Instance in Amsterdam.

#### **Article 1 – Definitions**

1. The following shall be understood in these general terms and conditions:

Decowraps: Decowraps Europe BV, a company established in Thailandlaan 13, 1432 DJ Aalsmeer, The Netherlands, and registered at Dutch Chamber of Commerce under nr. 34269841 ;

Customer: any individual or legal entity who/that has entered into or wishes to enter into an agreement with Decowraps.

2. These general terms and conditions are applicable to all offers made by Decowraps, quotations placed by Decowraps, agreements between Decowraps and Customer, unless different terms have explicitly been agreed in writing, signed by an authorized representative of Decowraps. Any other terms and conditions that the Customer may refer to are expressly rejected by Decowraps.

#### **Article 2 – Order placement and Sales Quote**

1. Requests for orders/quotations should be placed by the Customer by fax, or e-mail. All (requests for) orders/quotations placed by the Customer will require an authorized signature approving prices, and approving and accepting these general terms and conditions, including but not limited to lead times and delivery dates.
2. The requests for orders/quotations placed by the Customer may be confirmed by Decowraps by fax, mail or email.
3. All quotations supplied by Decowraps have a validity of two weeks.

#### **Article 3 – Orders and specially made / custom made orders**

1. All requests for orders must be placed in writing by the Customer and are not binding until accepted in writing by Decowraps. Any special order for products be it custom made products, and / or orders for products especially made for the customer, i.e. not from the standard Decowraps inventory, will be invoiced for a price of at least € 2,500. All (requests for) custom made orders placed by the Customer will require an authorized signature of the Customer approving prices, executing the Artwork Approval form and accepting these general terms and conditions prior to any work commencing. When not all of these documents are

submitted in a duly executed form within 10 days of placing an order, the minimum order price will be due for dealing with the request. The customer is obliged to accept all custom made and specially made orders as per the quantities ordered (by customer)

2. If necessary Decowraps shall provide designs, drawings or (technical) documents related to the custom made product in order to make the best result of production possible for goods to be produced by Decowraps. After parties have signed the final quote and Artwork Approval Form, all alterations desired by the Customer will have to be approved by Decowraps in writing, and are subject to CHANGES in price.
3. The Customer agrees that changes required over and above the estimated work or required to be carried out after signing the Artwork Approval form will be for the account of the Customer and charged separately by Decowraps, and are subject to delayed delivery times, that have to be reconfirmed by Decowraps.
4. Proofs and mock ups are generated on a Digital Laser Printer, which simulates Pantone colors. These are merely indicative for the print colour or quality of final printed product.
5. The Customer guarantees that in case The Customer supplies the designs, drawings or technical documents delivered by him to Decowraps for goods to be produced by Decowraps do not violate any patent, copyright, mark right, and /or model rights or any other rights of third parties and the Customer indemnifies Decowraps against all claims as a result of this vis-à-vis with Decowraps. The Customer shall pay Decowraps all costs, losses and interests that are result of any (supposed) infringement as meant under this clause, including those of litigation costs and costs of legal assistance.

#### **Article 4 – Prices**

1. Unless stated or agreed otherwise in writing all prices shall be
  - ex works as referred to in the 2010 Incoterms;
  - exclusive of VAT;
  - stated and to be paid in Euro's.
2. In case of price changes from any third party, Decowraps is entitled to increase its sales price accordingly, even if such increase was foreseeable at the time of quotation provided by Decowraps.

#### **Article 5 - Delivery and Risk**

1. All deliveries shall be made ex works as referred to in the 2010 Incoterms Decowraps warehouse in Aalsmeer, The Netherlands. The goods shall be regarded as delivered (a) when the goods are ready for shipment in this warehouse and the

Customer has been notified of the shipment, or (b) in case parties have agreed in writing that Decowraps shall deliver the goods at a third party (carrier) in The Netherlands for shipment, at the time of delivery to this third party by Decowraps.

2. From the moment of delivery as meant in article 5 sub 1 (a) and (b) the risk of loss of the goods shall pass to the Customer. From then on the goods are transported at the account and risk of the Customer.
3. A projected delivery date can be provided to the Customer at the time of the final acceptance by Decowraps of the order placed by the Customer. The projected delivery date is Decowraps' reasonable estimate, based on current and anticipated production and availability of the goods ordered and does not constitute a binding or fatal date, unless otherwise agreed by Decowraps and the Customer in writing.
4. Decowraps shall not be liable for damage or for delay in delivery arising from causes beyond its control and without its fault or negligence including, but not limited to, force majeure, regulations of government, fires, floods, epidemics, quarantine restrictions, strikes, weather conditions, freight embargoes, transport delays or late or non-delivery by Decowraps' suppliers.

#### **Article 6 – Payment**

1. All orders are to be prepaid via letter of credit, unless otherwise agreed in writing. Where any credit is extended payments are due within 30 days of the date specified on the invoice for services. An interest of 1.5% will be charged on past due amounts at the end of each month.
2. Invoicing will be done upon delivery, unless otherwise agreed in writing.

#### **Article 7 – Taxation**

1. Where any excise duty, energy tax, VAT or other tax ("Tax") becomes payable by Decowraps to a third party in relation to the supply, release from a tax warehouse or transport of the goods, Customer shall pay such Tax to Decowraps in addition to the sales price.

#### **Article 8 – Retention of title**

1. Until payment of any and all amounts due by the Customer to Decowraps has been made in full, the products shall remain in the ownership of Decowraps. If the Customer takes actual possession of the goods prior to payment in full, the goods shall be deemed to have been provided to the Customer in consignment and Decowraps at any time shall be entitled to claim that the Customer shall transfer the goods back to Decowraps or to take possession of the goods at the expense of the Customer.

2. All goods delivered by Decowraps subject to the above retention of title, may only be sold by the Customer in the normal course of business.
3. The Customer shall not have the right to vest any third party rights in the goods without the explicit approval in writing from Decowraps.
4. In the event that third parties wish to vest or exercise any rights (such as but not limited thereto rights of pledge etc.) in the goods delivered with respect to which title has been retained by Decowraps, the Customer shall immediately notify Decowraps in writing.
5. The Customer shall insure and keep insured the goods delivered under retention of title against loss and damages including fire and explosions damage, water damage and theft, and make the insurance policy available to Decowraps.

### **Article 9 – Cancellation**

1. For products that are bought from inventory, the Customer has the right to cancel an order before Decowraps has commenced to prepare it for shipment, as long as the products were not especially ordered and or retained for the said Customer, and only if the Customer compensates the loss sustained by Decowraps as a result.
2. For custom made products the customer cannot cancel their order without compensating financially Decowraps to the full.

### **Article 10 – Back orders**

Decowraps makes reasonable effort to ship orders as completely as possible. Partial shipments shall be permitted unless otherwise agreed.

### **Article 11 – Tolerances**

1. All orders may contain an over-run or under-run of 10% of the original order due to the production process. Over-runs and under-runs not exceeding 10% will be considered fulfilment of orders in their entirety and will not give rise to any right or claim on the part of the customer. Decowraps shall invoice the actual delivered products for the price per unit as contained in the final order approved by Decowraps.
2. Any variations between samples, digital artwork and deliveries, as i.e., but not limited to, minor discrepancies in colour, do not constitute a ground for rejection of the delivery, dissolution of the agreement, refusal of payment or compensation in the event of variations of minor importance, of minor importance being defined as a quality that does not affect the essence of goods delivered and their practical value. An average of the total delivery will be taken, when judging if a delivery is correct. There can be no rejection based on single samples.

3. All size references are approximated and, depending on the product ordered, actual sizes may vary.

### **Article 12 – Complaints**

The Customer or the third party to which the goods are delivered for shipment shall inspect the goods at the time and place of delivery of the goods. Any problems with the delivered goods, including damages, price discrepancies or shortage will only be dealt with by Decowraps if Decowraps has been notified in writing by the Customer within five (5) business days from the date of the delivery of the goods.

### **Article 13 – Designs, drawings and descriptions/ intellectual property**

1. All designs, drawings, models, inventions and (technical) documents of similar import expressly created as original work by Decowraps, relating to the products or its manufacture submitted to the Customer by Decowraps shall explicitly remain property of Decowraps.
2. All designs, drawings, models, inventions and (technical) documents of similar import submitted to the Customer by Decowraps shall not, without the written consent of Decowraps, be used for any other purpose than for which they were provided. They may not, without the written consent of Decowraps, otherwise be used or copied, reproduced, transmitted or communicated to a third party.
3. The items referred to in the previous paragraphs must be returned to Decowraps immediately on the request of Decowraps.

### **Article 14 – Secrecy**

The customer shall be obliged to observe absolute secrecy towards third parties with regard to the existence of the contract between Decowraps and the Customer and anything that has come to its knowledge on the strength of the contract and/or any cooperation with Decowraps, this in the widest sense of the word, including particulars concerning prescriptions, models, drawings, diagrams, designs and the like.

### **Article 15 – Warranty and liability**

1. Decowraps makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. While Decowraps takes reasonable steps to investigate the materials Decowraps uses and recommends, Decowraps accepts no responsibility for the performance or quality of materials or any consequential loss arising from their possible use and / or failure.

2. Decowraps shall not be liable for any direct or indirect consequential loss or damage (*gevolgsschade*) including without limitation loss of production, loss of profit, personal injury or death, unless caused by Decowrap's proven negligence or failure to provide for products that are reasonably fit for purpose. Any and all liability of Decowraps as regards any claim for performance, default or indemnification shall never exceed lower of either the net invoice price of the products concerned and the amount available for payment under the insurance cover in place with Decowraps.

#### **Article 16 – Applicable law and Exclusive Jurisdiction**

1. All disputes and matters arising under, in connection with, or incidental to any agreement/contract with Decowraps shall be subject to the laws of the Netherlands.
2. All disputes and matters arising under, in connection with, or incidental to any agreement/contract with Decowraps shall be submitted exclusively to the competent Court at Amsterdam, The Netherlands.

#### **Article 17 – Default remedies**

1. If Decowraps does not receive payment in time, the Customer shall, in addition to the amount due and the interest payable on that amount, pay in full all extrajudicial and judicial costs of collection (efforts), including the costs of lawyers, debt collection agencies and other legal advisors.
2. Any payments by the Customer shall be deducted first from the costs of collection, then from the interest payable and finally from the principal sum and the accrued interest.
3. No claim will allow the Customer to withhold any payment obligation or to invoke a set-off.

#### **Article 18 – Explanation of conditions**

1. These general terms and conditions have been solely drawn up in English and are filed with the Court Registries of the Court of First Instance in Amsterdam.
2. In case any part of these general terms and conditions should prove invalid, contradictory to law or otherwise unenforceable, then this will not affect the remaining parts of these general terms & conditions or the contract in whole.