

GENERAL TERMS AND CONDITIONS OF THE LIMITED COMPANY HARTEVELT MANAGEMENT BV AND OFFICE IN THE MORE AND THE UNDERTAKINGS CONNECTED WITH IT, AS SUCH WERE PROVIDED UNDER NO 47/2009 ON 27 FEBRUARY 2009 AT THE REGISTRY OF THE ARRONDISSEMENTSRECHTSBANK UTRECHT

Article 1 - Applicability

1.1. These conditions apply to all our offers and to all agreements that we conclude with persons who act in the exercise of a profession or business and offers and agreements that we conclude with consumers. Any stipulations deviating from these conditions apply if and insofar as these have been confirmed by us in writing and apply exclusively to the agreement in which they are drawn up. 1.2. On offers and agreements relating to the cleaning of clothing and the like, in addition to the conditions 1.1. consumers are also part of it. Contrary to the provisions of Article 1.1., The General Conditions for Textile Cleaning apply to consumers of the Dutch Association of Textile Cleaners (see NETEX conditions annex).

Article 2 - Offers

2.1. All our offers are without obligation.

Article 3 - Establishment of the agreement

3.1. Agreements with us come into being as soon as we have sent the order confirmation or have started the execution of an assignment or have commissioned the client in writing. 3.2. Orders from the other party will be handled by us if correct and complete details are stated on the order. We may refuse incomplete or unclear deliveries. 3.3. If we agree with an amendment to an order accepted by us, all costs resulting from the change may be charged, including the costs already incurred in connection with the execution of the original assignment.

Article 4 - Prices

4.1. All our prices are exclusive of sales tax (VAT) and other levies and / or taxes that are imposed and / or imposed by the government. 4.2. If changes occur in the cost components during the term of the agreement, we reserve the right to charge price increases to the other party.

Article 5 - Deadlines

5.1. Agreed terms will be observed by us to the best of our ability. The exceeding of these terms does not give the other party the right to demand dissolution of the agreement and / or compensation. Article 6 - Issuing of goods by the other party

6.1. Upon delivery of the items to be handled by us, the other party must, at its expense, comply with our changes. The goods to be delivered must be accompanied by a consignment note stating at least the type of goods and the numbers thereof, and must also indicate under which assignment these items fall. All risks and costs that may arise from not or not properly complying with the provisions here are for the account of the other party. 6.2. The other party may only pack the goods to be delivered to us in materials that can be disposed of in the usual manner at no extra cost. We can refuse items that have not been packaged in this way. If we accept these items, we are entitled to charge the extra removal costs to the other party. 6.3. If goods are issued to us originating from families, companies or institutions and the like where an infectious disease prevails or has prevailed, this must be clearly stated in the presentation of the goods. In the case of goods with such an origin, we have the right to determine that the aforementioned goods will be disinfected beforehand, at the expense of the other party. If, due to non-compliance with the obligation to report, we suffer damage, including indirect damage, the betting party is liable for this. The other party will indemnify us against the appeal of third parties for compensation of damage that arises due to non-fulfillment of the aforementioned duty to report. 6.4. Upon delivery of the goods to us, these will be counted by us. If the goods are delivered in packages, the number of packages is counted; if the cases are issued pending, the number of pending cases is counted. Goods delivered in packages are only accepted subject to the correct content, both with respect to the numbers, the type and the quality. The result of the count is determined in writing. The person issuing the goods will be authorized to sign this count on behalf of the other party for approval. Goods that are not or not properly packaged or items delivered in damaged packaging can be refused by us. The same applies if the provisions in Article 6.1. has not been complied with.

Article 7 - The execution of work assigned to us

7.1. The work assigned to us will be carefully performed by us with due observance of what we have agreed with the other party. 7.2. If and in so far as the opposite party has not explicitly agreed otherwise, we will always observe the regulations that appear from the treatment and / or composition labels. If the items to be dealt with are not provided with treatment and / or assembly labels that are readable to us and no specific conditions have been agreed with the other party, the items shall be deemed to be handled in the manner customary in our industry. 7.3. If our work consists of repairing improperly produced or damaged clothing, we have fulfilled our obligations if we have achieved a reasonable result, having regard to the nature of the error to be corrected. 7.4. If, during the execution of the work, it is established in our opinion that the assigned work can not lead to the result intended with the agreement, we will be entitled to continue our work, without prejudice to the payment obligation of the other party arising from the assignment. to put. Continuation of the work will in that case be at the risk of the other party. 7.5. We are authorized to have all or part of the work assigned to us performed by third parties.

Article 8 - Additional work

8.1. Work not included in the assignment will be performed on the basis of subsequent calculation at the rate applicable to us.

Article 9 - Storage

9.1. The storage of goods is done in a way that is generally suitable for textiles. If a special method of storage is necessary, we must report this to the order. Failure to submit such a report is at the risk of the other party, after which this is taxed accordingly. 9.2. If items of the other party are included in a fictitious customs warehouse, these items will only be available with due observance of all rules that have been imposed by the government for that case.

Article 10 - Issuing of goods to the other party

10.1. The person who receives the goods on behalf of the counterparty checks whether the freight corresponds with the statement in the consignment note and signs the consignment note for approval. 10.2. The goods to be delivered by us to the other party will be packed by us in the manner agreed with the other party. In the absence of an agreement on this, the items will be packed in the usual manner. We are authorized to pass on the packaging costs to it, unless explicitly agreed otherwise.

Article 11 - Transport

11.1. If we are obliged to transport under the contract, we may charge the costs separately to the other party at the rates applicable to us. The choice of transport is reserved for us. Transport is at all times at the risk of the other party under conditions for general transport conditions domestic transport according to A.V.C. 2002. Foreign transport takes place following C.M.R. conditions. Article 12 - Advising

12.1. If our advice is requested, we will advise you as carefully as possible. However, we are not liable for the correctness of the advice given by us and the damage that may arise as a result, unless the other party proves that a reasonably acting, comparable person, under the circumstances in which we advised, the advice given by us in reasonableness had not given. We are authorized to charge our consultancy work and the costs incurred in that context, such as the costs of making samples or tests etc. to the other party at rates that are customary to us.

Article 13 - Insurance

13.1. The other party shall take care of the insurance of its goods which are treated and stored by us, to cover damage for which we have excluded liability in these general terms and conditions and agreements to be concluded.

Article 14 - Invoicing and payment terms

14.1. Payment must be made within 21 days of the invoice date, in full and without any recourse to discount and / or settlement, for whatever reason, unless on the invoice and other payment term is prescribed, which in that case then applies. 14.2. If we provide customs facilities on the instructions of the other party, we are entitled to require that the other party, on our first request, pays us all related costs by means of a telephone transfer at its expense within 48 hours. 14.3. If the agreed payment terms are exceeded, the other party will owe default interest to us at the statutory interest rate, but with a minimum of 1% per month or part thereof, without any notice of default being required. 14.4. All costs, both extrajudicial and judicial, which we have to make to collect the amount owed to us, are at the expense of the other party. The extrajudicial costs of legal assistance will be charged to the other party with a minimum of 15% of the total amount to be collected. 14.5. We are entitled to suspend the execution of an agreement in whole or in part, if our knowledge comes up, circumstances that give us reason to fear that the other party will not fulfill its obligations towards us.

Article 15 - Retention

15.1. For all outstanding claims by us on the other party, for whatever reason, we have the right to withhold the goods of the other party from us until such claims with interest and all costs have been paid in full.

Article 16 - Complaints

16.1. Complaints of the other party, stating that the number of items delivered does not correspond to the consignment note or that the number does not correspond to the order of the counterparty, must be reported on the consignment note at the latest at the time of receipt. consignment note is deemed to state the correct number of items. If the number of delivered items does not correspond with the numbers stated in the consignment note, it is assumed that this is the result of an administrative error, including a counting error, unless the other party proves otherwise. 16.2. Complaints of the other party, stating that the number of items delivered does not correspond with the type of goods as stated on the consignment note or the items have not been handled correctly, must be reported by the other party within 24 hours after the goods have been delivered, failing whose consignment note is deemed to state the correct type of items and the items are deemed to have been handled correctly. 16.3. The handling of returned items by us does not affect the payment obligation of the other party.

Article 17 - Liability

17.1. If we are liable, our liability shall in all cases be limited to a maximum of the invoice value of the assignment of the other party, during execution of which we have become liable for damages. For the damage of third parties, the other party must indemnify us. 17.2. Without prejudice to the above, we are, under intent or gross negligence, never liable for direct damage or consequential damage, which has arisen: a. Because the item to be processed by us has properties and / or components that we have before the start of the treatment. can not reasonably be distinguished and makes the case unsuitable for the applied treatment, such as low strength, insufficient loop fastness of the pile fabrics, flaws, insufficient fastnesses of the dyes, damage caused by chemicals used in dyeing or printing or by weighting, finishing - or impregnating agents, inadequate clothing, shrinkage, permeable stresses in the goods, etc. etc. ; b) in a foreign language, inaccurate, incomplete or illegible or in an unusual place; due to incorrect material designations; d. due to the presence of objects in or on the goods as well as damage caused by loss or damage of buttons, buckles, zippers, fillings and belts, etc., which are on the items to be handled; e. The work assigned to us consists of washing, dry cleaning and / or reconditioning of items that have properties as a result of which the agreed result can not be achieved. 17.3. We are not liable for stock differences, unless the difference is demonstrably caused by intent or fault of us. 17.4. The other party is liable to us for the compensation of all damage suffered by us, because objects of any nature whatsoever in or on the goods originating from it, other items that are simultaneously being dealt with, are damaged or are damaged. work.

Article 18 - Force majeure

18.1. Force majeure means any circumstance beyond our control (even if it was foreseeable at the time of the conclusion of the agreement), which temporarily or permanently prevents compliance with the agreement as well as, insofar as already or not already understood, war , danger of war, civil war, strike, workforce exclusion, transport problems, fire and other disruptions in our company or our suppliers.

Article 19 - Legal requirements

19.1. We do our best to comply with and act in the execution of the agreed work in accordance with all legally applicable regulations. 19.2. We guarantee strict compliance with the obligations arising for us from social insurance and wage tax legislation.

Article 20 - Quality control

20.1. We are not obliged to check the quality of the goods delivered to us, unless this has been agreed with the other party.

Article 21 - Final provisions

21.1. Dutch law applies to all agreements and offers to which these conditions apply in full or in part. 21.2. We are entitled to submit all differences resulting from an offer or an agreement to which our conditions apply in whole or in part, to the competent court in Utrecht for trial, unless otherwise provided by any mandatory statutory provision.