



TERMS OF SALE AND DELIVERY

The Terms of Sale and Delivery for Textra V/Rolf Rasmussen Aps, Hovedgaden 21, 8831 Lægstrup, Denmark, company no 73097215 (hereinafter called "Textra") shall apply to all orders – and prevail over any such terms or similar terms from a customer – unless the terms are dispensed from by express written agreement. The Terms of Sale and Delivery shall be subject to changes periodically and without notice.

1. ORDER CONFIRMATION

When submitted, the order is binding. A final agreement on sale and delivery of goods has been entered into when Textra sends a written confirmation of the order, or, if such document is not sent, when Textra dispatch the goods or the first instalment of the goods. The order is accepted subject to goods, raw materials and the like being available. If unforeseen difficulties arise or if unsatisfactory credit information about the customer is obtained after the acceptance of the order, Textra is entitled to cancel the confirmed order or to demand provision of a fully adequate bank guarantee. The customer's cancellation of the confirmed order can only be accepted with prior written consent from Textra.

2. THE PRODUCT

The product will be the pattern and colour specified in the order confirmation or as agreed on otherwise in writing. Textra will not be liable for minor commercially acceptable faults/variations in delivered quantity, product specification, colour or other design features, and no such minor variation entitles the customer to reject the goods. If the customer approve any sample provided by Textra, the customer shall have no claim in respect, nor any right to reject the goods provided. It is the customer's duty to approve the goods and to satisfy oneself including testing that the goods are reasonably fit for purpose for which such goods are generally required.

3. CUSTOMER SPECIFIC PRODUCTS

If the goods shall be manufactured or in any way produced by Textra according to the customer's specifications, the customer is responsible for providing Textra with all the information necessary for Textra to produce the order, including but not limited to specification of colour, measurements and other features of the goods. Such information shall be delivered on an ongoing basis whenever requested by Textra. If the customer fails to provide such information within two working days after receiving a request, Textra shall be entitled to postpone its obligations according to the order until the required information is made available by the customer. Alternatively, Textra may cancel the order in full or in part without incurring any liability for this, if the obstacle causes fulfilment to be postponed for more than one (1) month. Any financial loss that Textra incurs as a result hereof shall be compensated fully by the customer.

4. THIRD PARTY CLAIMS

It is the customer's duty to secure that the goods do not infringed any third party rights, including any intellectual property rights, of any third party. The customer shall indemnify Textra any keep Textra indemnified against all liability on a full indemnity basis for any costs, claims, proceedings, losses or liabilities arising out of Textra's use of any designs, specifications, details or drawings supplied by the customer.

5. TERMS OF DELIVERY

The goods shall be delivered in accordance with ICC Incoterms 2010 ex works Textra, Hovedgaden 21, DK-8831 Lægstrup, Denmark, unless otherwise specifically agreed and stated in the order confirmation in exceptional cases. Textra may, depending on the circumstances, assist in arranging dispatch of the ordered goods if this has been agreed in writing and accepted by Textra on a case by case basis and always for the customer's account.

6. DELIVERY TIME AND DELAY

If an order confirmation is send, the delivery time will be stated herein. Textra will use all reasonable efforts to deliver the goods by the delivery dates we quote. However, delays are occasionally inevitable and therefore delivery times are estimates only and are not guaranteed. If delivery has not been fulfilled within fourteen (14) days from the stated delivery, the delivery can only be considered as being in delay if the customer has given Textra a written reminder and delivery has not been performed within seven (7) days from Textra's receipt of the reminder. In the event of force majeure, cf., the provisions below, delivery may be postponed until the obstacle ceases and ordinary trading and transport become possible.

7. RETENTION OF TITLE

Textra reserves the ownership of the delivered goods until full payment is effected by the customer. All costs incurred in connection with the enforcement of the retention of title shall be paid by the customer.

8. PRICES

Prices will appear on the order confirmation or invoice and are exclusive of VAT. Prices subject to changes in customs duties, other duties and exchanges rates, and may be raised until delivery is made. Textra will inform the customer of any price changes. The customer shall be free to fix his resale prices.

9. PAYMENT

Unless otherwise agreed in writing, payment from the customer to Textra will be against invoice and is due for payment as stated on the invoice. Default interest of 2% per month will be charged after the due date in the event of non-payment. Textra may postpone delivery of orders or cancel orders by written notice and without incurring any liability for this, if the customer is in arrears with payment for previous consignments delivered. Any financial loss, including loss of profits, that Textra incurs as a result hereof shall be compensated fully by the customer.

10. COMPLAINTS ON NON-CONFORMITY AND REMEDIES

When the customer receives the goods, the customer should immediately inspect them and inform Textra about any complaint on non-conformity in writing. The complaint must be received by Textra no later than five (5) days after delivery or - if delayed - expected delivery of the goods. In the event of non-visible damage, the complaint shall likewise be submitted no later than five (5) days from when the defect or deficiency could have been ascertained upon careful inspection, however, no later than one month after the delivery date. If a part of the order is not delivered or is delayed or if part of the order is defective or deficient, the order may only be cancelled for this part of the order. Any complaint must be specific, documented and contain a precise specification on the contents of the complaint. No returns will be considered without prior written approval by Textra. No complains will be accepted on goods that has been cut or in any way produced by the customer. In the event of non-conformity, Textra shall not be liable for any direct or indirect business interruption loss, loss of profit, damage of goodwill or any other consequential loss whatsoever including third party losses. In any event, the maximum liability shall be equal to repayment by Textra to the customer of the payment made for the delayed or defective part of the order or EUR 5000 whichever is the lesser amount.

11. EXEMPTION FROM LIABILITY (INCLUDING FORCE MAJEURE)

Textra shall not be liable if the following non-exhaustive circumstances of force majeure occur and prevent or postpone the performance of the order: war and mobilization, riot and civil unrest, acts of terrorism, natural disasters, strikes and lockouts, scarcity of goods, faults, defects or delay in delivery from sub-suppliers or if sub-suppliers are otherwise hit by the present circumstances, fire, lack of means of transportation, exchange control regulations, import and ex-port restrictions, death, illness or absence of key staff members, computer viruses or any other circumstances that are beyond the Parties direct control. In such case, the Party shall be entitled to postpone fulfilment of the obligation until the

Order no.

Date

obstacle has ceased or, alternatively, to cancel the order in full or in part without incurring any liability for this, if the obstacle causes fulfilment to be postponed for more than six (6) months.

12. RIGHT TO CANCEL OR VARY

If Textra is not able to supply any of the ordered goods for genuine reasons beyond Textra's control, including but not limited to the situation where the goods cannot be obtained from our suppliers at all or in time to meet the confirmed delivery date, Textra shall be entitled to cancel the order as a whole or in respect of those goods which we cannot supply, without incurring any liability for this. The customer may not cancel nor vary the order, unless mutually agreed on between the parties.

13. PRODUCT LIABILITY AND LIMITATION OF LIABILITY

Textra shall be liable for injury and damage caused by Textra's products after the products have been placed on the market to the extent that this is required by law. Notwithstanding the above, Textra shall **not be liable** for any direct or indirect business interruption loss, loss of profit, damage of goodwill or any other consequential loss whatsoever including third party losses.

14. GENERAL

14.1. Sub-contracting

Textra may sub-contract its obligations according to the order.

14.2. Invalid terms

Each of the terms in these terms of sales and delivery are separate and severable, and if any term is held to be void or invalid it shall be severed and the remaining terms shall continue in full force.

14.3. No waivers

No breach of any provision of these terms of sales and delivery will be waived except with the express written consent of Textra.

14.4. Venue and governing law

This Agreement shall be governed by and construed in accordance with Danish law, disregarding the Danish choice of law rules to the extent that such rules would otherwise lead to the application of any other law than Danish law. The Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

(a) If **the customer is not established in EU**, any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The Court of Arbitration shall have its seat in Viborg and the language to be used in the proceedings shall be Danish.

(b) If **the customer is established in or within a member state of the EU**, any dispute, controversy, or claim arising out of or in relation to this Agreement, or the breach, termination, or invalidity thereof, which can not be settled amicably between the Parties, shall be brought before a Danish District Court applicable to Textra head office. Even if Textra has initiated a court action against the customer, Textra may at any stage decide to settle any dispute by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The Court of Arbitration shall have its seat in Textra's head office, and the language to be used in the proceedings shall be Danish. The proceedings and the award shall be confidential without time limit. It is agreed that no appeal on any question of law otherwise may be made to any court.

Irrespective of the above mentioned in Article 14.4, and in the event debt collection by

Textra required, Textra may at its own discretion decide to recover the debt at the customer's venue in accordance with the applicable law in the relevant country.