

ME-WORKWEAR GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. General stipulations 1.1 In these general terms and conditions the following words shall have the following meanings: "General Terms and Conditions": these general terms and conditions concerning the sale, delivery and development, of textiles; "ME-WORKWEAR", also here called "ME" the company that the Client does business with, being the limited company ME-WORKWEAR B.V., or another company belonging to the group of ME using these General Terms and Conditions; "Client": any (potential) other party of ME; "Force Majeure": any non-attributable shortcoming on the part of ME; which either permanently or temporarily prevents the execution of the agreement, for example sickness or unlawful absence of staff, war, threat of war, civil war, riots, strikes, staff lockouts, transport problems, shortage of raw materials, damage to machines, theft, fire, power failures or other serious failures, all this with respect to ME; or third parties called in by ME; "Default": the situation in which the consequences of not performing an agreement take effect, such as for example the right to compensation and the right to set the contract aside. 1.2 Any term in the singular shall be understood to also include the plural and vice versa.

2. Applicability. The General Terms and Conditions are applicable to all quotations, estimates and offers by and to ME and agreements with ME (including later or amended versions thereof), with regard to the sale and/or delivery of textiles/goods, engagement as well as to all other acts and activities on the part of ME.

3. Formation of agreements 3.1 Every offer or quotation by ME, in whatever form, is without engagement. Orders and acceptance of offers by the Client are irrevocable. 3.2 Any agreement to which ME is party will only come into effect (1) after the agreement has been signed by both parties from the day on which it was signed, (2) if this does not occur, by means of a written order confirmation by ME, i.e. from the day this was sent by ME, (3) if this does not occur, by ME making a start with the actual execution of the work, i.e. from the day on which ME made a start with this. 3.3 The Client's general terms and conditions (of purchase) are explicitly not applicable, and any reference to the general terms and conditions (of purchase) of a third party or to a rejection of the General Terms and Conditions will not have any effect. 3.4 Only ME employees with sufficient power of attorney as evidenced by the Commercial Register are entitled to represent ME. Any agreement entered into with an ME employee not entitled to represent the company, can be written confirmed by ME. Oral commitments do not bind ME unless they have been confirmed by ME in writing. 3.5 Deviation from and changes to an agreement and deviations from the General Terms and Conditions are only valid if they have been explicitly agreed in writing.

4. Prices 4.1 Unless explicitly agreed otherwise in writing, all prices are in Euro, excluding VAT. If no price has been agreed on, a reasonable price shall be payable; in determining that price, the prices usually charged by ME at the time of the agreement being entered into will be taken into account. 4.2 All prices for goods are ex works, Incoterms 2010, excluding costs, for example costs for packaging, transportation, import and export. 4.3 If after the offer/quotation and/or the agreement has come into effect a change occurs or becomes known in the factors that determine the cost price, or extraordinary expenses arise or become known, ME is entitled to change the price of the offer/quotation and/or agreed prices accordingly. ME will notify the Client of the change written as soon as possible. In case of a change within 3 months of the agreement being entered into, the Client is entitled to cancel the agreement. The Client has to notify ME of its decision to cancel the agreement in writing within 8 days of receipt of the notice announcing the price change, in the absence of such notification the agreement with the price increase will remain valid. 4.4 If no price has been agreed on for extra work, than ME is entitled to charge the Client for the extra work at a price based on the price of the work originally agreed on.

5. Payment 5.1 Unless explicitly agreed otherwise in writing, all payments must be made at the option of ME, at the latest, within fourteen days of delivery into an account to be designated by ME. 5.2 The Client is never entitled to apply any deductions, suspend payment or set off claims or retain possessions belonging to ME. 5.3 ME is at all times entitled to demand guarantees and/or exclusively send goods cash on delivery to ensure that payment obligations are met. 5.4 If various invoices, costs or sums of interest are outstanding, ME is entitled to first of all write off any possible costs, then any possible interest and subsequently first of all the earliest outstanding invoice, from payments received, irrespective of the allocation the Client has given to the payment. 5.5 If the Client does not pay within the applicable term, he shall be in Default by operation of law and from the day following the last day of the term will owe the statutory commercial interest pursuant to article 6:119a Dutch Civil Code, as well as all of the judicial and extrajudicial costs relating to the collection of the debt. The extrajudicial debt collection costs are deemed to be at least 15% of the amount due, subject to a minimum of EUR 250. 5.6 All debts owed to ME by the Client become immediately due and payable in the event of bankruptcy, suspension of payments, liquidation or the closure of the Client's business, and when the attachment at the Client's expense is not lifted within a reasonable period of time.

6 Execution of the agreement by ME 6.1 In case of outstanding payments in beneficiary of ME, ME is allowed to execute the agreement/deliveries. 6.2 ME is entitled to execute/adjust the agreement in case of unforeseen circumstances inside and beyond the ME organization which are related to production facilities and ME's producing partners, storage and transportation partners, some examples; by war, protest, natural disaster, excedents, fire, burglary. 6.3 ME is entitled to execute the agreement by means of partial deliveries and/or partial execution, unless explicitly agreed otherwise in writing. In the case of partial deliveries and/or partial performance, ME is entitled to invoice these partial deliveries and/or partial performances.

7. Delivery. 7.1 Goods are considered to have been delivered once they are ready for shipment, all this after the Client has been notified of this in writing. Performances which do not consist of the delivery/supply of goods, are considered to have been completed after the work has been completed. 7.2 ME determines the manner of packaging, unless agreed otherwise in writing.

8. Retention of title and right of retention. Ownership of the goods and risk of the goods delivered or to be delivered is first transferred to the Client when full payment has been received by ME, for everything that is owed by the Client in connection with goods delivered or to be delivered pursuant to the agreement or pursuant to such an agreement as well as in connection with claims on account of a failure to perform such agreements.

9. Performance Time 9.1 Performance time: the time or period for execution by ME as agreed on by ME or stated in its quote. This performance time at all times applies by approximation, unless the parties explicitly agreed in writing that a deadline exists. 9.2 The Performance Time is based on the circumstances applying at the time the agreement is entered into and in the expectation of timely and complete performance of the obligations of third parties with respect to ME. If delay occur as a result of changes in the said circumstances and/or because performances essential for the execution of the agreement are not delivered by sub-contractors in time, the Performance Time will be extended where necessary. 9.3 Without prejudicing the stipulations in the previous section, the Performance Time will be extended by the duration of the delay occurring at ME as a result of the non-performance by the Client of some of the obligations arising from the agreement or as a result of a lack of cooperation on the part of the Client with regard to the execution of the agreement. 9.4 If the Client places an order and/or requests a performance on demand, the Client has to demand and take delivery of this order and/or performance no later than the last day of the demand period.

10. Risk 10.1 Immediately after payment of the goods, and in any case after the goods have left the ME site, the Client bears the risk for the goods, for example the risk for all direct and indirect damages that may arise to or as a result of these goods, except in the event that this is due to deliberate or gross negligence on the part of ME. 10.2 Transportation takes place under all circumstances at the Client's account and risk, also when carriage paid shipments and/or return shipments are involved. If the Client does not collect a good (in due course), the costs of storage and safekeeping and additional costs incurred by ME will be for the account of the Client. 10.3 Damage to goods, caused by destruction of the packaging is for the Client's account and risk.

11. Suspension and setting aside the agreement 11.1 In the following instances, ME is entitled to suspend the execution of the agreement for a maximum of 6 months, and/or to partially or fully cancel the agreement, without prior notice or notice of default and without ME being liable to pay any damages: a. in the event of an impediment to perform the agreement as a result of Force Majeure; b. if the Client does not, or does not properly or timely, fulfil any of his obligations, arising for him out of the agreement entered into with ME or any agreements connected with this, or if there is a well-founded fear that the Client is not or will not be able to fulfil his contractual obligations in respect of ME; c. in the case of bankruptcy, suspension of payment, the Client's business closing down, liquidation of the Client's business, as well as when attachment is levied against the Client and this attachment is not lifted within a reasonable term; d. in the event of a transfer of ownership of the Client's business.

12. Inspection; shortcomings on the side of ME 12.1 The Client is obliged to meticulously inspect deliveries and the performance of works and orders forthwith upon receipt or completion, as the case may be. ME grants, up to 12 months after delivery by ME warranty against manufacturing defects, provided that the subject of the complaint is timely as is prescribed in article 12.2 and 12.3. and also in conformity with the provisions in article 14. 12.2 Any complaint with respect to visible faults should be put in within eight days after receipt of the objects or completion of the work or the order, any complaint with respect to incomplete delivery within two days after receipt of the goods, both exclusively by means of a registered letter addressed to ME. If these periods have expired, any right of the Client with respect to the faults and any liability and any warranty of ME will dissolve. Any complaint with respect to a portion of the goods delivered does not give the Client the right to refuse or reject an entire shipment. 12.3 Any complaint with respect to invisible faults should be put in at once upon its discovery, however, within the guarantee period as implied by article 14.2 after receipt of the objects or completion of the work or the order, exclusively by means of a registered letter addressed to ME. If this period has expired, any right of the Client with respect to the faults and any liability and any warranty of ME will dissolve. 12.4 Actions with respect to faults are to be commenced within 6 months after the valid complaints have been put in on time, under penalty of dissolution. 12.5 Faults for which a complaint has been legally put in on time will be repaired by and at the expense of ME within a reasonable period of time after the complaint. ME has the right, however, to cancel wholly or partly the agreement, with respect to which a complaint has been put in and will be only obliged then to refund the price wholly or partly and will not be obliged to pay any damages. 12.6 Minor deviations from the agreed tolerances and/or measurements, capacities and/or results of the goods to be supplied by ME shall be considered by Client as accepted in case of a difference less than 5% of the agreed upon in the contract agreement. 12.7 The Client is not entitled to put in a claim with respect to faults that are wholly or partly the result of: a. non-compliance by the Client or third parties of instructions attached by ME to the use of the objects supplied as well as the normal use expected; b. normal wear; c. the application of any provision by the authorities with respect to the nature or the quality of the materials adjusted; d. materials, substances and means of production used in consultation with the Client or objects, or materials, substances and means of production that were known to the Client or that were applied on his instructions; e. materials or objects delivered by or on behalf of the Client. 12.8 If the Client does not or not duly or not on time comply with any obligation, resulting for him from the agreement entered into with ME, or from any agreement linked up with it, the Client is not entitled to put in claims with respect to those agreements. 12.9 If the Client should pass on or have third parties pass on to

repair or other activities with respect to any objects delivered, without the previous written consent of ME, The Client is not entitled to put in claims with respect to those agreements.

13 Default on the part of ME 13.1 ME is never in Default before the Client has explicitly put ME into default in writing and has put in a request for the shortcoming/defect to be remedied within a reasonable term and this reasonable term has lapsed. 13.2 ME is never in Default when the shortcoming/defect in the performance of its obligations is a result of Force Majeure. 13.3 ME is never in Default on account of defects during the period that ME has the opportunity to remedy the defect in accordance with article 12. 13.4 ME is never in Default on account of defects with respect to which the Client is not entitled to claim.

14. Guarantee 14.1 ME guarantees that the goods delivered by it are high quality goods. Should there nonetheless be defects, ME will ensure that these defects are repaired, the goods are replaced or compensation is paid to the Client up to a maximum of the invoice value exclusive of VAT after receipt of the original contract note and its filled out guarantee form, such only at the option of ME. 14.2 The guarantee has a term of 12 months after delivery to the Client, provided that the production date is no more than 12 months prior to the purchase date and – in some cases – the end user has not filed a complaint to the Client or ME more than 2 months after his purchase. 14.3 The guarantee never confers the right to the Client to proceed to repair or replace goods. Each guarantee or obligation to pay compensation of ME lapses if the Client does not enable ME to repair or replace goods or pay compensation. 14.4 The Guarantee does not cover any defects that are wholly or partly the result of • not observing user instructions or use other than the standard use or intended use foreseen by ME; • ordinary wear and tear; • assembly/repair by third parties and/or the Client; • the application of any government regulation concerning the nature or quality of applied materials or other manufacturing choices; • deviating materials or goods used in consultation with the Client; • parts purchased by ME from third parties insofar as these third parties did not provide any guarantee to ME; • processing of goods by the Client; • environmental or climatological conditions or other external effects (either by natural causes or by human interference).

15. Liability on the part of ME 15.1 Save for the provisions in articles 12, 13 and 14 the Client has no claim against ME on the grounds of defects in or with regard to goods delivered and provided by ME. 15.2 Damage consisting of a loss of profit or reduced proceeds/revenue and all other indirect damage or consequential damage, such as consequential loss over any damages or fines payable by the Client to others, will in no event qualify for compensation. 15.3 ME is not obliged to pay compensation, where the total amount of the damage exceeds the net amount of the invoice, calculated without VAT and costs. 15.4 The Client is not entitled to compensation if ME is not in Default, or during the period concerned in which ME is not yet in Default. 15.5 ME is at no time obliged to pay compensation for damages consisting of or connected with: a. violations of patents, licences and/or other rights of others as a result of the use of information provided by or on behalf of the Client; b. damages or losses, irrespective of the cause, involving the raw materials, semi-finished products, models, tools, etcetera made available by the Client; c. the unsatisfactory nature or unsuitability of materials and production methods and processes applied at the Client's request. 15.6 Any advice, information or statements made by ME in relation to capacity/performance of goods delivered or activities carried out are free of obligation and are provided by way of non-binding information. ME does not provide any guarantee in relation thereto.

16 Claims by third parties 16.1 The Client is obliged to indemnify ME against claims and compensation on account of all claims for compensation by third parties including claims based on product liability, in connection with the execution of the agreement by ME, irrespective of the cause, and against any costs arising therefrom for ME. 16.2 In the event of workers being seconded or made available by ME, the Client is obliged to indemnify ME against claims and compensation on account of all claims made by these workers on account of accidents at

work which take place outside the ME's sphere of activity and on account of all claims by third parties founded on mistakes which these employees make outside ME's sphere of activity.

17. Materials made available 17.1 If the Client places goods at ME's disposal for processing, treatment, repairs, inspection or for any other purpose, these goods will be deposited with ME at the Client's account and risk, except in the event of deliberate or gross negligence on the part of ME. The Client will have to see to it himself that these goods are adequately insured. 16.2 The Client is obliged to pay rent to ME for materials made available to the Client by ME, unless explicitly agreed otherwise in writing.

18. Industrial and intellectual property 18.1 All offers/quotations submitted by ME, as well as any drawings, calculations, notes, descriptions, models, designs, instruments, and so on will remain the property of ME, irrespective of whether these were invoiced or not. 18.2 The intellectual and industrial property rights relating to everything that is manufactured by ME for the Client or is provided to it (including at any rate the copyright to the design thereof) are vested in and exclusively belong to ME. At the first request of ME the Client will give its cooperation to any formalities (such as signing a deed of transfer) which are necessary to (further) guarantee the position of ME as entitled party 18.3 The information which forms the basis for the manufacturing and construction methods, products etc. remains the exclusively reserved to ME, irrespective of whether this was invoiced or not. 18.4 The Client guarantees that, without ME's written permission, the information mentioned in articles 17.1 and 17.2 will never be copied, shown to third parties, made known to, or made available to, third parties in any form whatsoever, other than for the execution of the agreement. 18.5 The Client is obliged to observe secrecy with respect to all company information and product information relating to ME of which he can reasonably expect that ME may require secrecy.

19. Further stipulations 19.1 ME may offset possible outstanding debts owed to the Client or companies belonging to the Client's group against its claims against the Client or companies belonging to the Client's group. 19.2 The Client is not entitled to transfer any rights and obligations arising from agreements with ME wholly or partly to a third party without the prior written permission of ME. 19.3 If one or more stipulations of an agreement and/or the General Terms and Conditions are deemed to be invalid, or observance of this stipulation cannot be demanded for whatever reason, the remaining stipulations contained in the agreement or the General Terms and Conditions remain in full force. Parties will then consult each other with respect to the best way of executing the meaning of the stipulation in question, on the understanding that the Client is obliged in respect of ME to reach agreement on the applicability of a deviation clause which, in terms of content, effect as well as the consequences for ME, agree as much as possible with the stipulation concerned. 19.4 ME may also invoke the stipulations of an agreement or the General Terms and Conditions if it has not invoked these in earlier instances or on earlier occasions. 19.5 ME cannot be obliged to accept follow-up orders or to pay compensation if it fails to do so, unless explicitly agreed otherwise in writing.

19.6 The Client is not authorized to represent ME and is not an agent of ME, unless specifically agreed otherwise in writing. 19.7 All quotations, offers and/or contract agreements and other legal relationships with ME are exclusively subject to Dutch law, notwithstanding the provisions in article 3.4. 19.8 All disputes, for example arising out of or as a result of the quotations and/or offers submitted by ME, and/or agreements entered into with ME, will in the first instance be exclusively decided on by the competent judge at the Dutch District Court. ME is nevertheless entitled to enlist the services of another competent judge. 19.9 The Dutch version of the General Terms and Conditions is the only determining version.