

# FENKA

## GENERAL SALES CONDITIONS

- 1.** Unless otherwise indicated on the document, our invoices are payable no later than 30 days from date of invoice. No other payment terms will be accepted. No alteration to the present General terms will be accepted without prior written consent. In placing their order with FENKA bv the client is understood to have accepted all Terms without exception.
- 2.** Delivery will usually be made to one of FENKA b's premises or factories. Our products are shipped from our warehouses, and inspected at the warehouse before being sent out. The recipient is liable for all items which are in transit, even if postage has been paid. Under no circumstances does a delay in delivery entitle the client to cancel their order or to claim compensation from FENKA bv.
- 3.** If any one invoice or bill remains unpaid at the date on which it falls due, FENKA bv reserves the right, without further notice, to demand payment of all other invoices and drafts, even if they have not yet fallen due.
- 4.** Where legal actions taken against the buyer lead FENKA bv to question their creditworthiness and /or where evident facts lead FENKA bv to question the ability of the buyer to meet their engagements and/or make any confidence in such abilities impossible, FENKA bv reserves the right to ask the buyer for appropriate guarantees. If the buyer refuses, FENKA bv reserves the right to cancel all or part of the order, even if the merchandise has already been shipped in full or in part, without further notice or judicial intervention. Furthermore, the buyer will be required to pay ordinary compensation to FENKA bv of a minimum of 30% of the value of the engagements entered into by the buyer, to which will be added all recovery costs or other unilateral costs which may occur, up to a maximum of 25% of the figure as calculated above. Legal costs may also be payable.
- 5.** Ownership clause. Notwithstanding the risk represented by the buyer with regard to the merchandise, all delivered merchandise remains property of FENKA bv until the cost of that merchandise has been paid in full. Any instalments made will be held by FENKA bv as compensation against any losses linked to resale of the merchandise.
- 6.** The buyer is responsible for any risk incurred by fluctuating exchange rates.
- 7.** FENKA bv reserves the right to deliver a quantity which differs by up to 10% either way from the quantity ordered.
- 8.** FENKA bv will not be held responsible for damages arising from any viruses disseminated by email communication.
- 9.** Goods have to be tested extensively before applying to the final production series. FENKA bv will not be held responsible to the final production or garments.
- 10.** Should any one of these General Terms become obsolete this may not be taken to constitute the cancellation of the whole.
- 11.** The offer by us are non-committal ; they are valid for 30 days unless otherwise indicated.
- 12.** Where the buyer does not fulfil their obligations, FENKA bv reserves the right to cancel the sale without further notice. This does not impact upon the right of FENKA bv to claim ordinary compensation and standard interest of a minimum of 30 % of the value of the engagements entered into by the buyer, to which will be added all recovery costs or other unilateral costs which may occur, which may occur, up to 25 % of the figure as calculated above. Legal costs may also be payable.
- 13.** Complaints about invoices must be submitted to us in writing within 8 days after receipt. After 8 days the customer loses all rights and powers under any defects or complaints.
- 14.** If we at failure of buyer to extrajudicial collection measures pass, the cost thereof to his account.



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**15.** Between customer and us are exclusively governed by Dutch law. The Dutch text of these terms and conditions will determine at the explanation.

**16.** In case of a claim, the amount of the claim can never be higher than the amount on the invoice (of the same goods) of FENKA bv.

**17.** We have the right to terminate the agreement upon written declaration when buyer fails imputably in the fulfilment of its obligations under the agreement, he is declared bankrupt, bankruptcy or is requested (provisional) suspension of payments, the application of the law on debt rescheduling, or by the seizure, incapacity or otherwise the disposition over his assets or parts of it loses power unless the administrator or receiver the obligations arising from the agreement and recognizes as estate debt.

