

Bi-Wear Clothing Company B.V. has its registered office in Amsterdam, the Netherlands and is registered with the Chamber of Commerce under number 33242440

1. DEFINITIONS

1.1 These General Terms and Conditions contain the following definitions:

Buyer: any natural person or legal entity or private partnership which is party to or involved in a legal or other act, as referred to in Article 2.1 which pertains to the sale and delivery of products to it by Chaud Devant or to which a legal or other act listed in the said Article is directed or which makes a request, as referred to therein;

Terms and Conditions: these General Terms and Conditions of Sale and Delivery.

2. APPLICABILITY

2.1 Only these Terms and Conditions apply to all offers, quotes, order confirmations, deliveries of products and invoices from the Buyer to the Buyer, to all orders from the Buyer, to all agreements between Chaud Devant and the Buyer and to any amendment thereto, and to any request by the Buyer for same, regardless of whether an agreement is/was concluded between Chaud Devant and the Buyer.

2.2 The general terms and conditions of the Buyer or any other terms and conditions do not apply. The Buyer can only rely on any stipulations which deviate from these Terms and Conditions and/or which supplement these Terms and Conditions, if and insofar as Chaud Devant has explicitly accepted them in writing. Such differing and/or supplemental stipulations do not affect the applicability of the other provisions contained in these Terms and Conditions and only apply to the agreement for which they have been explicitly agreed in writing.

2.3 By accepting these Terms and Conditions, the Buyer also agrees to the applicability of these Terms and Conditions to all future agreements between Chaud Devant and the Buyer and to all offers, quotes, order confirmations, orders and requests for and delivery of products.

3. QUOTES, FORMATION OF AGREEMENTS AND CANCELLATION

3.1 All offers and quotes from Chaud Devant and all orders from the Buyer, whether verbal or in writing, do not entail any obligation for Chaud Devant and do not bind it, unless this is otherwise explicitly evidenced by the offer or quote from Chaud Devant or unless Chaud Devant has confirmed the order from the Buyer in writing.

3.2 All documents, records and information, including but not limited to photographs, examples, specifications, samples and models, as provided in catalogues, folders, brochures and/or on the website of Chaud Devant or displayed by Chaud Devant or sent to the Buyer, are as accurate as possible; however, they are not binding on Chaud Devant and can never be considered to be an exact representation of that which Chaud Devant offers or is obliged to deliver. If an offer or quote from Chaud Devant is accompanied by documents, records and information, as referred to in this paragraph, regardless of whether Chaud Devant created the said documents, records or information itself or whether they were drafted by and/or sourced from third parties, then the Buyer undertakes that it will neither reproduce these documents, records and information nor allow third parties to inspect them, except with the prior written consent of Chaud Devant. These documents, records and information will remain the property of Chaud Devant or of the third party in question and must be returned to Chaud Devant at its first request.

3.3 Agreements between Chaud Devant and the Buyer are concluded if, and as soon as, Chaud Devant sends a written order confirmation to the Buyer, for which the date of the order confirmation is decisive, or a bill or an advance bill, for which the date of the bill or advance bill is decisive, or – if this occurs beforehand – if Chaud Devant has started processing the Buyer's order, which includes but is not limited to the delivery of products. The order confirmation, the bill or the advance bill is considered to be a full representation of the agreement and the products to be delivered, including the applicability of these Terms and Conditions, and with respect to which Chaud Devant may correct any obvious mistakes, clerical and/or printing errors at any time.

3.4 Each agreement concluded between Chaud Devant and the Buyer in accordance with Article 3.3, produces a separate agreement between Chaud Devant and the Buyer.

3.5 Chaud Devant is authorised to hire third parties to perform the agreement, if Chaud Devant considers this to be necessary or desirable. With respect to the Buyer, those third parties have a right to rely on the provisions contained in these Terms and Conditions. Therefore, the provisions contained in these Terms and Conditions form an irrevocable third-party clause, within the meaning of Section 6:253 of the Dutch Civil Code ("DCC"), on which the third parties hired by Chaud Devant can directly rely, with regard to the Buyer.

3.6 Unless the parties reach an agreement on cancellation, if the Buyer wishes to cancel all or part of the agreement after its conclusion, then all costs incurred by Chaud Devant up to the date of cancellation, such as cancellation costs, will be charged to the Buyer, without prejudice to Chaud Devant's right to full compensation of damage, which includes compensation for lost profit. However, under no circumstances whatsoever may any products which were specially made or custom-made, modified or processed, at the Buyer's request, be cancelled.

4. PRICES AND PAYMENT

4.1 Unless otherwise explicitly agreed in writing, the prices of Chaud Devant are:

- based on the most recent version of the price lists/prices of Chaud Devant;
- exclusive of VAT, transport costs, transport insurance costs, loading and unloading costs, import duties, excise duties and other taxes, levies and duties (including government levies and duties);
- listed in EUROS, with any exchange rate differences, costs or changes being passed on to the Buyer.

4.2 Unless otherwise agreed in writing, Chaud Devant always has the right to change the prices, even after the agreement has been concluded, in the event that one or more cost price factors increase. Chaud Devant will notify the Buyer of any price changes as soon as possible. The Buyer will always be required to pay the price amended in accordance with this Article.

4.3 Unless otherwise explicitly agreed in writing, the Buyer must make the payment by deposit or transfer to a bank account designated by Chaud Devant within 30 (thirty) days of the invoice date. The value date indicated on Chaud Devant's bank statements is decisive and, therefore, is considered to be the payment date.

4.4 Chaud Devant is entitled to demand payment in advance or immediate cash payment at the time of delivery, in which case the Buyer is required to comply with this demand.

4.5 Unless otherwise explicitly agreed in writing, any discounts agreed between Chaud Devant and the Buyer only apply to the invoice in question and therefore, the Buyer can only use those discounts to reduce the said invoice. The Buyer cannot derive any rights from a discount that was granted previously for other invoices.

4.6 The Buyer is not authorised to offset any debt which it owes to Chaud Devant, whether disputed or not, against any debt which Chaud Devant owes to the Buyer, whether disputed or not. Nor is the Buyer authorised to suspend the payment of a debt to Chaud Devant, except in the event that Chaud Devant fails to adequately comply with an obligation vis-à-vis the Buyer and provided this failure is deliberate or the result of gross negligence by Chaud Devant and the debt in question arises from the same agreement as the obligation referred to.

4.7 Chaud Devant is always authorised to send separate invoices for each partial delivery, as referred to in Article 5.3.

4.8 Any payment made by the Buyer will first of all be deemed to be a payment of any costs due then of any interest due and, once these have been paid in full, the payment will be considered to be payment of the oldest outstanding invoice, regardless of whether the Buyer stated otherwise on its payment.

4.9 If the Buyer fails to comply with its payment obligation or fails to do so on time or only partly complies with its payment obligation, it will be deemed ipso jure to be in default and the amount owed by the Buyer will be immediately due and payable – without any further demand or notice of default from Chaud Devant – plus the statutory commercial interest, pursuant to Section 6:119a DCC, on the amount or remaining amount owed by the Buyer, calculated from the first day after the agreed payment period has expired, and for which part of a month will be calculated as a full month.

4.10 All judicial and extrajudicial costs incurred by Chaud Devant for collecting the amounts owed by the Buyer will be for the Buyer's account. The extrajudicial costs are set at least 15% (fifteen per cent) of the amount due (including the interest referred to under Article 4.9), with a minimum of EUR 500 (in words: five hundred Euros), without prejudice to Chaud Devant's right to demand the actual costs, if these turn out to be higher.

4.11 At the first request by Chaud Devant, which Chaud Devant is entitled to make at any time, the Buyer must immediately provide security for prompt and proper compliance with its obligations in a manner to be determined by Chaud Devant.

5. DELIVERY DATE, DELIVERY, TRANSPORT AND RISKS

5.1 The delivery times and dates indicated by Chaud Devant are target times and dates which are only approximations and never deadlines. If the Buyer has yet to comply with any obligation to Chaud Devant, on any basis whatsoever, including a payment in advance, Chaud Devant is entitled to suspend its deliveries (including partial deliveries). If a delivery time/date is missed, for example because the Buyer did not provide clear delivery instructions or other instructions or because a circumstance arose which is not attributable to Chaud Devant and which impeded delivery by the agreed delivery time/date, the delivery time/date will be extended by the length of time by which the performance of the agreement was delayed or impeded.

5.2 If a delivery time/date is missed, the Buyer is never entitled to compensation of any direct or indirect damage nor to dissolution of the agreement nor to suspension of any of its obligations under the agreement in question or under any other agreement.

5.3 Early deliveries and partial deliveries are permitted at all times. The Buyer is obliged to accept such a delivery from Chaud Devant. These Terms and Conditions also apply to partial deliveries. Should any early deliveries and/or partial deliveries be made at the request or due to the action of the Buyer, then any potential additional costs which are the result of this will always be for the Buyer's account.

5.4 Unless otherwise explicitly agreed in writing, Chaud Devant will ensure the transport (including transport insurance) of the products to the delivery address indicated by the Buyer in writing, in which respect the Buyer is in its event required to pay the cost of this transport (including transport insurance) to Chaud Devant at its first request. However, in the case of orders of a certain amount – to be requested from Chaud Devant – or more, Chaud Devant will assume the cost of the transport (including transport insurance) and therefore, the products will be delivered, postage paid, to the delivery address indicated by the Buyer in writing.

5.5 If the parties agreed in writing on a different delivery method in an individual agreement, then that delivery method only applies to that individual agreement and it does not also apply to other agreements between the same parties. Furthermore, with regard to all deliveries (including partial deliveries), Chaud Devant at all times reserves the right to charge additional costs in respect of urgent deliveries, couriers or other express services.

5.6 If the Buyer does not accept the products at the time that they are offered to the Buyer at the delivery address indicated by the Buyer in writing – regardless of the reason for this – Chaud Devant is entitled to store the products (or to have the products stored) at the Buyer's expense and risk. In any event, Chaud Devant is authorised to sell these products privately after a period of 10 (ten) days. Any sales revenue which Chaud Devant misses out on at that time or the lower sales revenue that is generated and the costs that were incurred will be charged to the Buyer, without prejudice to the other rights of Chaud Devant. Any products which are specially made, custom-made, modified or processed at the Buyer's request, are unsuitable for sale to third parties; therefore, the lost sales revenue will be charged in full to the Buyer, without prejudice to the other rights of Chaud Devant.

5.7 If and as soon as Chaud Devant offers the products to the Buyer at the delivery address indicated by the Buyer in writing, the Buyer is obliged to immediately check the delivery and the packaging for any deficiencies and/or visible defects and, likewise, to notify Chaud Devant of any deficiencies identified and/or visible defects in the delivery or the packaging immediately – and at the latest within 48 hours of the delivery – and to give it the opportunity to assure itself of this. Furthermore, the Buyer must report such complaints (and have them reported) on the delivery note, the invoice and/or the transport documents. If the obligation to inform Chaud Devant which is incumbent on the Buyer – as referred to in the first and second sentence of this paragraph – is not met, then the Buyer is deemed to have approved the delivery. In that case Chaud Devant will no longer process any complaints about this, except in the cases provided for in Article 7.

5.8 The Buyer's inspection obligation, as recorded in Article 5.7, also applies to products that have not been received and to differences (in the type and/or quantity) between the delivered products and the products for which Chaud Devant actually billed the Buyer. Such complaints must also be reported to Chaud Devant immediately, or at the latest within 48 hours of delivery, and it must be given the opportunity to assure itself of this. The Buyer must again report such complaints (or have them reported) on the delivery note, the invoice and/or the transport documents. In the event that the obligation to inform Chaud Devant which is incumbent on the Buyer – as referred to in the second and third sentence of this paragraph – is not met, the Buyer is deemed to have accepted the delivery. In that case Chaud Devant will no longer process any complaints referred to in this paragraph.

5.9 If Chaud Devant specially made or custom-made, modified or processed any products at the Buyer's request, for which Chaud Devant used to use certain materials – as requested by the Buyer – then Chaud Devant reserves the right to deliver fewer products than the parties agreed upon, if the quantity of materials turns out to be insufficient for the products ordered by the Buyer or to deliver more products than agreed upon by the parties, if the quantity of materials actually turns out to be more than needed for the products ordered by the Buyer. The Buyer is obliged to buy and pay for the actual quantities manufactured by Chaud Devant (in accordance with the provisions on this contained in these Terms and Conditions).

6. PRODUCT PROPERTIES / WARRANTY

6.1 The Buyer is aware that the properties of the products delivered by Chaud Devant, including but not limited to quality, colours and colour-fastness, sizes, finish, waterproofing, wash-fastness, non-shrink and such like, may differ from samples, models, photographs, examples, specifications and that which is contained in catalogues and/or on websites about the products (whether or not they were provided or displayed by Chaud Devant). Therefore, Chaud Devant does not provide any warranty in relation to these properties of the product, unless otherwise explicitly agreed in writing.

6.2 Chaud Devant is always entitled to make changes, within reasonable limits, to the products ordered by the Buyer, in terms of colours, sizes, material composition, model, finish and such like, provided this is necessary. The Buyer must buy all these products, without the right to compensation of any kind whatsoever.

6.3 The products provided by Chaud Devant do not have protective properties, including but not limited to fire resistance or protection against harmful substances and gases, unless Chaud Devant explicitly informs the Buyer of these protective properties in writing.

7. COMPLAINTS

7.1 Complaints in relation to non-visible defects must be submitted to Chaud Devant in writing within 8 (eight) days of the time that they were or could reasonably have been discovered with a detailed description of the nature of and the reason for the complaints, on pain of expiry of all possible claims in this regard.

7.2 Following the written notification pursuant to Article 7.1, Chaud Devant will investigate the merits of the complaint as soon as possible; the Buyer will lend its cooperation to Chaud Devant in this regard for no consideration. If Chaud Devant deems the complaint to be well-founded, it is always entitled and at its own discretion to (i) replace the defective product or part thereof, free of charge, with the defective product or the part in question becoming the property of Chaud Devant, (ii) to repair the defect or the defective part of the product, or (iii) to reimburse or partially reimburse the Buyer for the purchase price of the product, without the Buyer being entitled to any other compensation of damage. However, if Chaud Devant considers the complaint to be unfounded, then it is entitled to charge the Buyer for the costs which arose in connection with the investigation, as well as any other losses which it sustained as a result.

7.3 Under no circumstances does any complaint, as referred to in Articles 5.7, 5.8 or 7.1, give the Buyer the right to suspend any of its obligations to Chaud Devant ensuing from any agreement.

7.4 Products about which a complaint was made in accordance with Articles 5.7, 5.8 or 7.1, cannot be returned to Chaud Devant, unless Chaud Devant has explicitly given its prior written consent to do so.

8. RETURNING PRODUCTS

8.1 The return of non-defective products which Chaud Devant delivered to the Buyer is only permitted within 30 (thirty) days of the delivery of the product in question and provided Chaud Devant has explicitly given its prior written consent to do so. Furthermore, the products to be returned must be in their original condition and packaging and a copy of the invoice or packing slip must be included with them. The Buyer is also obliged to pack the products being returned carefully for the purpose of the return shipment, with the transport costs and the risks associated with the said return shipment being at the Buyer's expense and risk. Furthermore, Chaud Devant is entitled to charge any handling costs to the Buyer.

8.2 Any non-defective products which Chaud Devant specially made or custom-made, modified or processed at the Buyer's request, and any discounted products or products which the Buyer processed itself (all this in the broadest sense of the words) can never be returned.

9. RETENTION OF TITLE

9.1 Chaud Devant will retain title to all products delivered to the Buyer (both paid and unpaid) until the purchase price for all of these products has been paid in full, including any interest and costs due. The retention of title also applies for claims against the Buyer which Chaud Devant may acquire on account of the Buyer's failure to comply with one or more of its obligations to Chaud Devant.

9.2 If and for as long as there is retention of title over the products, the Buyer is not permitted to sell these products or to establish any limited right on them, except in the normal operation of its business. The Buyer's right to sell the products in the operation of its business will automatically expire if (i) an attachment is placed against the Buyer, (ii) the Buyer has requested a moratorium or insolvency (or bankruptcy), (iii) the insolvency (or bankruptcy) of the Buyer will be/has been requested or (iv) the Buyer enters into a payment plan with one or more of its creditors.

9.3 The Buyer has a duty of care with respect to the products which come under the scope of the retention of title and must insure these and keep them insured against all the usual industry risks, including but not limited to fire, theft, explosion and water damage. The Buyer will provide these insurance policies for inspection at Chaud Devant's first request.

9.4 If the Buyer fails to comply with any of its obligations ensuing from any agreement concluded with Chaud Devant or if Chaud Devant has good reason to fear that the Buyer will fail to comply with its obligations ensuing from any agreement concluded with Chaud Devant, then Chaud Devant is authorised to remove the products which were delivered to the Buyer (whether paid or unpaid) or to have them removed, to take them back and to store them elsewhere. In particular, but not exclusively, that right exists if (i) the Buyer has requested a moratorium or insolvency (or bankruptcy), (ii) the insolvency (or bankruptcy) of the Buyer will be/has been requested or (iii) the Buyer has entered into a payment plan with one or more of its creditors. In the event that Chaud Devant wishes to exercise the proprietary rights referred to in this Article, the Buyer must lend its cooperation by giving Chaud Devant, or a third party/third parties to be designated by Chaud Devant, consent to enter all of those locations where those products which are the property of Chaud Devant are located and to take back those products, all this on pain of a penalty of EUR 500 (in words: five hundred Euros) for each day that the Buyer prevents this, thereby remaining in default, and without prejudice to the right of Chaud Devant to also make a claim for compensation of the damage ensuing from this.

9.5 If third parties claim to have rights over products delivered by Chaud Devant which come under the scope of the retention of ownership, if third parties wish to establish rights on or attach the said products, the Buyer must notify Chaud Devant of this within 24 hours of becoming aware of it. In that case Chaud Devant is entitled to temporarily or definitively remove the products (or have them removed) from the Buyer, to take them back and/or store them (or have them stored) elsewhere.

9.6 All of the costs associated with exercising the retention of ownership, including transport and storage costs, are for the Buyer's account.

9.7 In the event that Chaud Devant exercises its retention of title, then Chaud Devant is at all times entitled to but not obliged to sell the products – with the exception of those products which were specially made or custom-made, modified or processed at the Buyer's request – to a third party and Chaud Devant will credit the Buyer for the value (to be determined by Chaud Devant) of the products on the open market or the net sales value, whichever of these two amounts is lower, less all the costs incurred to take back the products and without prejudice to Chaud Devant's right to compensation of the damage it sustained as a result of the Buyer's failure.

9.8 In the event that the Buyer resells any products which have not been paid for or not yet paid for or which have only been partly paid for, the Buyer undertakes that in that case, it will impose a lien on those claims against its buyer (the second buyer) which ensue from this resale, at the first request of Chaud Devant. The Buyer is required to provide all relevant information and to take whatever action is necessary to impose the aforementioned lien, all this at the first request of Chaud Devant. Pursuant to the lien, the payment made by the second buyer to Chaud Devant will be deducted from the amount which the Buyer owes to Chaud Devant.

10. FORCE MAJEURE

10.1 In these Terms and Conditions force majeure is defined as any circumstance which is independent of the will of Chaud Devant, even if this circumstance could have been foreseen at the time that the agreement was concluded, which fully or partly, permanently or temporarily impedes compliance with the agreement. This includes: transport difficulties, fire, accidents, import and export restrictions, obstacles at customs, war or threat of war, war damage, mobilisation, declaration of martial law and other disturbances, riots, insurrection, acts of war, epidemics, natural disasters, government measures, sit-ins, serious disruptions to the business of Chaud Devant such as strikes, blockades, boycotts, excessive absenteeism and other disruptions to business, as well as the inability to comply with the agreement as a result of the failure of suppliers of Chaud Devant or assistants or businesses hired by Chaud Devant to perform the agreement, import and export bans or other statutory impediments at home and abroad, as well as facts and circumstances of an economic nature.

10.2 In the event of force majeure, Chaud Devant has the right to suspend the performance of its obligations under the agreement or to terminate or to dissolve the agreement, without the requirement for any judicial intervention, all this at its own discretion. Chaud Devant cannot be held liable for any compensation of damage as a result of such a suspension or termination/dissolution.

10.3 In the event of force majeure, Chaud Devant is entitled to claim payment for the work which Chaud Devant carried out in order to perform the agreement in question before the force majeure (situation) arose.

11. INTELLECTUAL PROPERTY

11.1 All intellectual property rights and/or similar rights to all products, designs, patterns and other products and materials which Chaud Devant delivers or provides in any manner whatsoever to the Buyer are held solely and exclusively by Chaud Devant or its licensors. Insofar as applicable, Chaud Devant will issue the Buyer with a licence to the intellectual property rights and/or similar rights under the terms and conditions provided in a licence agreement to be concluded separately.

11.2 Insofar as the Buyer, with the consent of Chaud Devant, changes, processes or otherwise modifies or supplements the products, designs, patterns and/or other products and materials which Chaud Devant delivers or provides in any manner whatsoever to the Buyer and this change, processing, modification or supplement is subject to intellectual property rights, then at the first request of Chaud Devant, the Buyer will transfer these intellectual property rights to Chaud Devant nunc pro tunc, without placing any conditions on this, and will lend every cooperation to Chaud Devant in this regard.

11.3 The Buyer will refrain from any action that may be detrimental to the distinctive character or the repute or goodwill of Chaud Devant and its products.

12. LIABILITY

12.1 Chaud Devant is not liable for any damage which is the result of (i) a failure with regard to the Buyer, regardless of whether this is attributable or not, or for damage which is the result of (ii) an unlawful act against the Buyer, unless the damage in question was caused intentionally or by the deliberate recklessness of the Board of Management of Chaud Devant or by subordinate managers in the company's management team.

12.2 Under no circumstances is Chaud Devant liable for company damage, consequential loss and/or indirect damage, including but not limited to the Buyer's loss of profit and sales, lost savings and

damages resulting from the loss of productivity. Nor is Chaud Devant liable for damage which can be attributed to an act or omission by the Buyer or by a third party hired by the Buyer.

12.3 Without prejudice to the foregoing provisions, the liability of Chaud Devant is in all cases limited to the original purchase price (less any discounts, as listed on the relevant invoice) of the products or, if this is lower, to the amount that is covered by Chaud Devant's liability insurance policy and that is actually paid out in the case in question.

12.4 At the first request of Chaud Devant, the Buyer is obliged to recall products which the Buyer placed on the market and which turn out to be defective within a reasonable period of time, all this at the discretion of Chaud Devant (recall action). All of the costs reasonably incurred in the context of a recall action are for the account of Chaud Devant, with the Buyer being obliged to inform Chaud Devant before incurring those costs and to request its consent to them. However, Chaud Devant is not liable for any potential damage on the part of the Buyer which ensues from or is the result of such a recall action, unless such damage is for the account of Chaud Devant pursuant to the agreement, these Terms and Conditions or by law.

12.5 The Buyer is itself liable for any damage which is caused by errors or defects in the sizes, calculations or specifications which the Buyer has provided to Chaud Devant, for example for the products to be specially made or custom-made, modified or processed by Chaud Devant at the Buyer's request.

12.6 If Chaud Devant delivers products to the Buyer which Chaud Devant obtained from its own supplier(s), Chaud Devant is never to be held to any further guarantee or liability to the Buyer than Chaud Devant can claim from the supplier(s) and which will actually be honoured by its own supplier(s) in the case in question.

13. BUYER'S OBLIGATIONS AND INDEMNIFICATION

13.1 The Buyer is obliged to use and/or follow all of the user instructions for the products that must be observed and which, for example, contribute to the sustainability of the products and the safety of the user. The Buyer is also obliged to clearly and explicitly inform third parties who use the product of the said user instructions. The Buyer is not permitted to remove any user instructions which are affixed in or on the products.

13.2 In the event that the products are intended for buyers outside the Netherlands, the Buyer is obliged to ensure that the products are suitable for sale outside the Netherlands, particularly – but not exclusively – with respect to the applicable regulations in that country with regard to trade and product liability regulations.

13.3 The Buyer indemnifies Chaud Devant against all third-party claims for compensation of damage, insofar as they involve damage which is the result of (i) the Buyer's failure to comply with these Terms and Conditions or other regulations of Chaud Devant, (ii) the Buyer's failure to inform or adequately inform third-party users about the use of the product or (iii) the existing agreement between the Buyer and Chaud Devant and the performance thereof. The Buyer is also required to compensate all damage which Chaud Devant sustains in such a case, including damage to the good name and repute of Chaud Devant.

14. SUSPENSION AND DISSOLUTION:

14.1 If and as soon as:

- the Buyer fails or fails promptly or adequately to comply with one or more of its obligations pursuant to these Terms and Conditions or pursuant to any agreement with Chaud Devant to which these Terms and Conditions apply;
- third parties make a claim against the Buyer's property or if its goods are attached;
- the Buyer requests a moratorium or insolvency (or bankruptcy), the insolvency (or bankruptcy) of the Buyer will be/has been requested, the Buyer enters into a payment plan with one or more of its creditors, or in any other way gives the impression that it is (or will become) insolvent;
- the Buyer (if it is a natural person) passes away, is put under guardianship or into administration or if he indicates that he wishes to be considered for the Dutch debt restructuring scheme;
- the Buyer proceeds with the dissolution or liquidation of its company, whether voluntarily or not, the company is continued in a different legal form or the registered or actual office is relocated to another country, the direct or indirect control over the Buyer is transferred to a third party;
- the Buyer transfers the rights ensuing from any agreement to which these Terms and Conditions apply to a third party,

then all of the claims of Chaud Devant against the Buyer, on any grounds whatsoever, will become immediately due and payable without any further demand or notice of default. Furthermore, Chaud Devant is entitled, at its own discretion, to suspend its obligations to the Buyer, on any basis whatsoever, until such time as the Buyer has fully complied with its obligations to Chaud Devant and/or to fully or partially dissolve the agreement, in both cases without judicial intervention, by way of a written statement and without being in any way liable to the Buyer for damage, costs and interest and all this notwithstanding the right of Chaud Devant to claim full compensation of damage.

14.2 Pursuant to Section 6:265 DCC, the Buyer's power to dissolve any agreement between Chaud Devant and the Buyer is excluded.

15. MISCELLANEOUS

15.1 The invalidity, invalidation or ineffectiveness of one of the provisions contained in these Terms and Conditions does not affect the validity of the remaining provisions. In the event that one or more provisions are/become invalid, invalidated or ineffective, Chaud Devant and the Buyer will record replacement provisions which are valid and which most closely match the content and purport of the invalid, invalidated or ineffective provision(s).

15.2 Unless the parties otherwise explicitly agreed in writing or it is otherwise stipulated in these Terms and Conditions, all claims against Chaud Devant will in any event expire after 1 (one) year has passed from the date of delivery or 1 (one) year has passed from the time that the delivery should have taken place.

15.3 The Buyer can and may not transfer rights and obligations under these Terms and Conditions and/or any agreement to which these Terms and Conditions apply, to third parties unless this is provided for in so many words in these Terms and Conditions or this has been otherwise explicitly agreed in writing.

15.4 Amendments or supplements to any provision contained in these Terms and Conditions only apply if the parties have agreed to them in writing.

15.5 The titles and sections contained in these Terms and Conditions are only intended to facilitate reading and they do not affect the content and meaning of the provisions contained in these Terms and Conditions.

15.6 These Terms and Conditions were drafted in the Dutch language and translated into English and various other languages. In the event of any differences in the text and/or interpretation of the various versions, the Dutch version of the Terms and Conditions will always be decisive and binding.

16. APPLICABLE LAW AND JURISDICTION

16.1 All of the agreements between Chaud Devant and the Buyer, these Terms and Conditions and all ensuing or associated extra-contractual obligations are governed by Dutch law, with the exception of the Dutch private international law rules of conflict. The applicability of the United Nations Convention on the International Sale of Goods (Vienna, 11 April 1980) is explicitly excluded.

16.2 All disputes concerning, ensuing from or associated with an agreement concluded by Chaud Devant or an offer or quote to which these Terms and Conditions fully or partially apply, these Terms and Conditions and all ensuing or associated extra-contractual obligations will be submitted solely to the competent court in Amsterdam for settlement.

These Terms and Conditions are filed with the office of the Dutch Chamber of Commerce under number 33242440. The applicable version is always the version most recently filed there.