
Terms and Conditions

This translation is provided for information only. Only the Dutch version is legally binding.

Article 1: Definitions

Dena Textile Productions B.V., established at Frankeneng 24, 6716 AA Ede, the Netherlands, KvK 30258618, VAT number NL820655934B01, is referred to in these general terms and conditions as the seller. The seller trades under the trade names Cheffix and Dena; both are trade names of this one private limited company, so the contract is always concluded with Dena Textile Productions B.V., irrespective of the webshop through which the order was placed.

The other party of the seller is referred to as the buyer. The parties are the seller and the buyer together. The agreement means the contract of sale between the parties.

In these terms and conditions the following definitions apply:

- consumer: the buyer who is a natural person and who is not acting in the exercise of a profession or business;
- business buyer: any buyer who is not a consumer, including the dealer;
- dealer: the business buyer who has been admitted by the seller to the B2B environment and who purchases there at his own price list;
- B2B environment: the restricted part of the webshop to which only admitted dealers have access;
- special order: an order as referred to in Article 18.

Provisions that have expressly been written for the consumer only or for the business buyer only also apply to that party only. Where these terms and conditions deviate from mandatory consumer law, the law prevails in relation to the consumer.

Article 2: Applicability of the general terms and conditions

These terms and conditions apply to all quotations, offers, agreements and deliveries of services or goods by or on behalf of the seller. Deviation from these terms and conditions is only possible if the parties have expressly agreed this in writing.

The seller makes these general terms and conditions and the delivery terms available to the buyer by electronic means before or at the conclusion of the agreement, in a manner that enables the buyer to store them and to consult them at a later time. Both documents can also be downloaded as a PDF. Every version carries a version date. The seller records, for every acceptance, which version applied at that moment and retains that record; on request the seller will send the applicable version free of charge.

The applicability of purchasing or other terms and conditions of the business buyer is expressly rejected, even where those terms and conditions have been received earlier or are stated on any document of the buyer. The seller only accepts those terms and conditions where he has confirmed this expressly and in writing.

In the event of conflict, the following order of precedence applies: a deviating arrangement signed in writing, then the order confirmation, then the delivery terms in so far as delivery is concerned, then these general terms and conditions.

Article 3: Payment

Orders in the webshop are paid in full when they are placed, by means of the payment methods offered, unless otherwise agreed in writing. The seller may grant the business buyer a payment term; in that case the term stated on the invoice applies, and failing that thirty days after the invoice date. For a special order the seller may require a down payment; in that case the seller will only start production or the special purchase after receipt thereof. If the buyer does not pay on time, he is in default. If the buyer remains in default, the seller is entitled to suspend his obligations until the buyer has fulfilled his payment obligation. If the buyer remains in default, the seller will proceed to collection. The costs relating to that collection are for the account of the buyer. These collection costs are calculated on the basis of the Dutch Decree on compensation for extrajudicial collection costs (Besluit vergoeding voor buitengerechterlijke incassokosten). In the event of liquidation, bankruptcy, attachment or suspension of payment of the buyer, the claims of the seller against the buyer are immediately due and payable. If the buyer refuses to cooperate in the performance of the assignment by the seller, he is still obliged to pay the agreed price to the seller. The provisions of Article 18 continue to apply in full to special orders.

On the outstanding amount the business buyer owes the statutory commercial interest as from the due date (Article 6:119a of the Dutch Civil Code, Burgerlijk Wetboek), without any notice of default being required.

In relation to the consumer the following applies: the seller only charges extrajudicial collection costs after he has, following the occurrence of the default, sent the consumer a written reminder to pay within fourteen days of the day of receipt of that reminder, stating the costs that will become due thereafter. The amount of those costs follows the Dutch Decree on compensation for extrajudicial collection costs (Besluit vergoeding voor buitengerechterlijke incassokosten).

Article 4: Offers, quotations and price

Offers are without obligation, unless a period for acceptance is stated in the offer. If the offer is not accepted within that stated period, the offer lapses. Delivery times in quotations are indicative and, if they are exceeded, do not give the business buyer any right to rescission or to damages, unless the parties have expressly agreed otherwise in writing. Offers and quotations do not automatically apply to repeat orders. The parties must expressly agree this in writing.

The provisions of the previous paragraph regarding delivery times do not apply in relation to the consumer. If the seller does not deliver within the stated period, the consumer sets the seller a reasonable additional period in writing or by electronic means; if that period too expires without delivery, the consumer may rescind the agreement and the seller will refund within fourteen days what the consumer has paid (Article 7:19a of the Dutch Civil Code, Burgerlijk Wetboek). If the consumer has stated in advance that a particular delivery date is essential to him, he may rescind immediately.

The price shown to the consumer is the purchase price including the VAT due and any other government levies; additional shipping costs are shown separately before the order is completed. Prices are shown to the business buyer excluding VAT, unless expressly stated otherwise. For a special order the delivery time stated in the order confirmation applies; if the seller deviates materially from it, he reports this without delay.

Article 5: Right of withdrawal

The consumer is given the right to rescind the agreement within 14 days of receipt of the order without giving reasons (right of withdrawal). The period starts to run from the moment the (entire) order has been received by the consumer. There is no right of withdrawal where the products have been made to measure according to his specifications or have only a short shelf life. The consumer may use a withdrawal form of the seller. The seller is obliged to make this available to the buyer immediately upon the buyer's request. During the cooling-off period the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the unused and undamaged product with all accessories supplied and, if reasonably possible, in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the trader.

Excluded from the right of withdrawal is a consumer sale relating to the supply of: products manufactured according to the specifications of the consumer, which are not prefabricated and which are made on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person. If he exercises his right of withdrawal, he will return the product,

if reasonably possible unused and undamaged, with all accessories supplied and in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the trader.

If the consumer exercises his right of withdrawal, he bears the direct costs of returning the goods. These amount to €10.84 per parcel and are deducted from the refund. Returning goods because of a defect or an incorrectly delivered item is free of charge. The seller refunds within fourteen days of receipt of the withdrawal, using the same means of payment, and may suspend that refund until he has received the goods or the consumer has demonstrated that he has sent them back. The model withdrawal form can be found at the bottom of the return policy and can also be submitted by electronic means.

For goods that have been manufactured according to the specifications of the consumer or that are clearly intended for him personally, there is no right of withdrawal. The seller states this expressly at the relevant line before the order is placed and asks the consumer to confirm this separately; without that statement and confirmation the right of withdrawal continues to exist. The fact that an item has been specially PURCHASED but has not been made according to the specifications of the consumer does not affect the right of withdrawal.

The right of withdrawal is available to the consumer only. The business buyer, including the dealer, has no statutory right of withdrawal; for him, returns take place only after consultation and in accordance with the arrangements in the B2B environment.

Article 6: Amendment of the agreement

If during the performance of the agreement it becomes apparent that, for a proper performance of the assignment, it is necessary to change or supplement the work to be carried out, the parties will adjust the agreement accordingly in good time and by mutual consultation. If the parties agree that the agreement is changed or supplemented, the time of completion of the performance may be affected as a result. The seller will inform the buyer of this as soon as possible. If the change to or addition to the agreement has financial and/or qualitative consequences, the seller will inform the buyer of this in writing in advance. If the parties have agreed a fixed price, the seller will state to what extent the change or addition to the agreement will result in that price being exceeded. Contrary to the provisions of the third paragraph of this article, the seller may not charge any additional costs if the change or addition is the result of circumstances that can be attributed to him.

Article 7: Delivery and transfer of risk

In relation to the consumer, the risk of damage or loss passes at the moment the consumer, or a third party designated by him who is not the carrier, obtains actual possession of the goods (Article 7:11 of the Dutch Civil Code, Burgerlijk Wetboek). A stipulation to the contrary does not apply in relation to the consumer.

In relation to the business buyer, the risk passes at the moment the goods leave the warehouse of the seller. The delivery terms elaborate on this.

Article 8: Inspection, complaints

The buyer is obliged to inspect the goods delivered, or have them inspected, at the time of delivery, but in any event within the shortest possible period. In doing so the buyer must examine whether the quality and quantity of the goods delivered correspond to what the parties have agreed, or at least that the quality and quantity meet the requirements that apply in normal (commercial) dealings. Complaints regarding damage, shortages or loss of goods delivered must be submitted by the buyer to the seller in writing within 10 working days of the day of delivery of the goods. If the complaint is declared well founded within the stated period, the seller has the right either to repair, or to deliver again, or to refrain from delivery and send the buyer a credit note for that part of the purchase price. Minor deviations and/or deviations customary in the sector and differences in quality, number, size or finish cannot be invoked against the seller. Complaints regarding a particular product have no effect on other products or parts belonging to that same agreement. After the goods have been processed by the business buyer, no further complaints are accepted.

The provisions of this article regarding periods do not apply in relation to the consumer. The consumer must inform the seller within a reasonable time after discovery of the defect; a notification within two months of discovery is in any event timely (Article 7:23 paragraph 1 of the Dutch Civil Code, Burgerlijk Wetboek).

Nor does the choice reserved above to the seller between repair, replacement and crediting apply in relation to the consumer. If the goods delivered do not conform to the agreement, the consumer chooses between repair and replacement, unless the form chosen is impossible or disproportionately expensive for the seller (article 7:21 of the Dutch Civil Code). If the seller does not repair or replace within a reasonable period, or not without significant inconvenience, the consumer may reduce the purchase price or dissolve the agreement.

For a special order, the buyer inspects the goods delivered within five working days of delivery and reports deviations from the agreed specification within that period, so that the seller can correct the ongoing production in good time.

Article 9: Samples and models

If a sample or model has been shown or provided to the buyer, it is presumed to have been provided merely as an indication, without the goods to be delivered having to correspond to it. This is different if the parties have expressly agreed that the goods to be delivered will correspond to it.

For a special order this works the other way round: the sample approved by the buyer, the approved colour swatch or the specification confirmed in writing is indeed decisive for what the seller delivers. Deviations in colour, size or finish that are customary in textile production remain permitted.

Article 10: Delivery

Shipment takes place from the warehouse of the seller, with DPD. The shipping costs amount to €10.84 per shipment and are shown before the order is completed; from an order value of €200 the seller ships free of charge. For the business buyer, deviating thresholds apply per country, which are stated in the B2B environment and in the quotation. The delivery terms further elaborate delivery, delivery time, partial delivery and transport damage. The buyer is obliged to take delivery of the goods at the moment the seller delivers them or has them delivered to him, or at the moment at which those goods are made available to him under the agreement. If the buyer refuses to take delivery or fails to provide information or instructions that are necessary for the delivery, the seller is entitled to store the goods at the expense and risk of the buyer. If the goods are delivered, the seller is entitled to charge any delivery costs. If the seller requires information from the buyer for the performance of the agreement, the delivery time starts after the buyer has made this information available to the seller. A period for delivery stated by the seller is indicative. This is never a strict deadline. If the period is exceeded, the buyer must give the seller notice of default in writing. The seller is entitled to deliver the goods in parts, unless the parties have agreed otherwise in writing or a partial delivery has no independent value. In the case of delivery in parts, the seller is entitled to invoice those parts separately.

Article 11: Force majeure

If the seller cannot fulfil his obligations under the agreement, or cannot do so on time or properly, due to force majeure, he is not liable for damage suffered by the buyer. By force majeure the parties understand in any event any circumstance which the seller could not take into account at the time of entering into the agreement and as a result of which the normal performance of the agreement cannot reasonably be required by the buyer, such as for example illness, war or the threat of war, civil war and riots, molestation, sabotage, terrorism, power failure, flooding, earthquake, fire, occupation of business premises, strikes, lockouts, changed government measures, transport difficulties, and other disruptions in the business of the seller. The parties further understand by force majeure the circumstance that suppliers on whom the seller depends for the performance of the agreement do not fulfil their contractual obligations towards the seller, unless this can be blamed on the seller. If a situation as referred to above arises as a result of which the seller cannot fulfil his obligations towards the buyer, those obligations are suspended for as long as the seller cannot fulfil his obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, both parties have the right to rescind the agreement in whole or in part. Rescission takes place in writing or by

electronic means; in relation to the consumer no formal requirement more onerous than a written or electronic notification applies. If the agreement is rescinded, the seller refunds within fourteen days what has been paid for the part not delivered.

In the case of a special order that cannot be completed due to force majeure, the buyer only owes payment for the part already carried out, in so far as that part still has value for him. For the rest, Article 18 does not apply for as long as the force majeure lasts.

Article 12: Transfer of rights

Rights of a party under this agreement cannot be transferred without the prior written consent of the other party. This provision applies as a stipulation with effect under property law as referred to in Article 3:83, paragraph 2, of the Dutch Civil Code (Burgerlijk Wetboek).

Article 13: Retention of title and right of retention

The goods present at the seller and the goods and parts delivered remain the property of the seller until the buyer has paid the entire agreed price. Until that time the seller may invoke his retention of title and take the goods back. If the agreed amounts to be paid in advance are not paid or are not paid on time, the seller has the right to suspend the work until the agreed part has been paid after all. There is then creditor's default. A delayed delivery cannot in that case be invoked against the seller. The buyer is not entitled to pledge the goods falling under the retention of title of the seller, nor to encumber them in any other way. The buyer undertakes to insure the goods delivered to him under retention of title and to keep them insured against fire, explosion and water damage as well as against theft, and to make the policy available for inspection on first request. If goods have not yet been delivered, but the agreed advance payment or price has not been paid as agreed, the seller has the right of retention. The goods are then not delivered until the buyer has paid in full and as agreed. In the event of liquidation, insolvency or suspension of payment of the buyer, the obligations of the buyer are immediately due and payable.

Article 14: Liability

Any liability for damage arising from or connected with the performance of an agreement is at all times limited to the amount that is paid out in the relevant case under the liability insurance policy or policies taken out. This amount is increased by the amount of the deductible under the relevant policy. Not excluded is the liability of the seller for damage that is the result of intent or deliberate recklessness on the part of the seller or his managerial subordinates.

The provisions of this article apply only in relation to the business buyer. In relation to the consumer, the statutory provisions on liability and conformity apply in full.

If the liability insurance does not pay out for whatever reason, liability towards the business buyer is limited to the invoice value of the order concerned, with a maximum of €25,000 per event or series of connected events. Liability for consequential damage, including lost profit, business interruption and lost savings, is excluded in relation to the business buyer.

If the business buyer himself supplies a logo, name, design or other material for a special order, he warrants that he is entitled to do so and indemnifies the seller against claims of third parties relating thereto.

Article 15: Duty to complain

The business buyer is obliged to report complaints about the work carried out to the seller immediately. The complaint contains a description of the shortcoming that is as detailed as possible, so that the seller is able to respond to it adequately. If a complaint is well founded, the seller is obliged to repair the item and, where necessary, to replace it.

The word "immediately" does not apply in relation to the consumer: the consumer reports the defect within a reasonable time after discovering it, a report within two months of discovery being timely in any event (article 7:23 paragraph 1 of the Dutch Civil Code).

A later report costs the consumer those rights only in so far as the law permits, and the choice between repair and replacement rests with the consumer in accordance with article 8.

Submitting a complaint is free of charge and requires no agreement to these terms. The seller confirms receipt within five working days and responds substantively within fourteen days; if more time is needed, the seller says so within that period and indicates when a response can be expected.

Article 16: Warranties

The seller warrants that what is delivered conforms to the agreement: to the specification stated, to the description in the webshop and to what the buyer could expect on that basis. For the consumer, the statutory rights in the event of non-conformity also apply in full; these are not limited by this article and are not restricted in time to a fixed period, but depend on what could be expected of the product.

In relation to the business buyer, a warranty period of two calendar years after receipt applies. This warranty covers material and manufacturing defects. Workwear and table linen are consumable items: normal wear and tear, loss of colour due to repeated industrial washing, shrinkage within the margin stated on the label and damage caused by washing outside the washing instructions are not covered by the warranty. The seller does not warrant that what is delivered is suitable for a use that the buyer had in mind but did not state in writing in advance.

If a more extensive warranty is included in the agreement, the following applies. The warranty referred to is intended to establish, between the seller and the business buyer, a division of risk such that the consequences of a breach of that warranty are entirely for the account and risk of the seller. The provisions of the previous sentence also apply if the breach was known to the buyer or could have been known to him by carrying out an investigation. The warranty referred to does not apply where the defect has arisen as a result of injudicious or improper use, or where, without permission, the buyer or third parties have made changes or have attempted to make changes, or have used the item purchased for purposes for which it is not intended. If the warranty provided by the seller relates to an item produced by a third party, the warranty is limited to the warranty provided by that producer.

Article 17: Applicable law and competent court

Dutch law applies to every agreement between the parties. The applicability of the Vienna Sales Convention is excluded.

Disputes with a business buyer are submitted exclusively to the competent court of the District Court of Gelderland, Arnhem location, being the court of the place of business of the seller, unless the law mandatorily prescribes otherwise.

In relation to the consumer the following applies. The consumer retains the protection of the mandatory provisions of the law of the country where he has his habitual residence; the choice of law above does not deprive him of that protection. The consumer may submit a dispute to the court of his own place of residence or to the court of the place of business of the seller. The seller may submit a dispute with a consumer exclusively to the court of the place of residence of the consumer.

The consumer may first submit a complaint to the seller free of charge via sales@dena.nl; the seller responds within fourteen days. If the parties do not reach a solution together, recourse to the courts is open.

If in legal proceedings one or more provisions of these general terms and conditions are deemed unreasonably onerous, the remaining provisions remain in full force and the annulled provision is replaced by an arrangement that approximates its intention as closely as possible.

Article 18: Special orders

18.1 What a special order is. By a special order the parties understand any order or order line relating to goods that:

- a. are manufactured or adjusted according to a specification, size, colour, pattern, fabric or other instruction of the buyer;
- b. are produced specially for a project, location or branch stated by the buyer, including the items from a project catalogue in the B2B environment;

- c. are purchased by the seller specially for the buyer and do not form part of the standard range of the seller.

The seller states expressly in the quotation, in the ordering environment and on the order confirmation which lines are a special order, and asks the buyer to confirm this separately. Without that statement and confirmation, paragraphs 2 to 5 of this article do not apply.

The seller does not provide embroidery and does not provide printing. Customisation is limited to deviating sizes, colours, fabrics, models and finishes that the seller produces himself.

18.2 Irrevocable. A special order is irrevocable once the agreement has been concluded. The buyer cannot cancel, terminate or unilaterally change a special order. The seller retains the right to demand performance: the buyer remains obliged to take delivery of the goods and to pay the full agreed purchase price, even if he indicates that he no longer wishes to receive the goods. If the buyer refuses to take delivery, the seller stores the goods at the expense and risk of the buyer in accordance with Article 10, and the purchase price remains due in full.

18.3 Start and specification. The seller starts production or the special purchase after the buyer has confirmed the order by electronic means and, if agreed, the down payment has been received. The seller confirms the exact specification in writing or by electronic means prior to production; after the confirmation of the buyer, that specification is binding.

18.4 Termination by mutual consent. The buyer may request the seller to terminate a special order after all. The seller is not obliged to agree to this. If he does agree, paragraph 5 applies.

18.5 Compensation on termination by mutual consent. If the seller agrees to termination as referred to in paragraph 4, the buyer owes the seller:

- a. 25% of the order value of the order lines concerned, if no material has yet been ordered, reserved or cut for those lines;
- b. 50% of the order value, if material has been ordered, reserved or cut but the garment making has not yet started;
- c. 100% of the order value, as soon as the garment making has started, the goods are wholly or partly ready, or the goods have been purchased specially for the buyer.

These percentages serve as compensation for the costs already incurred and the profit lost by the seller, reduced by the savings that the termination produces, and are a reasonable estimate thereof made in advance. At the request of the buyer, the seller provides insight into the costs underlying the calculation. The seller makes efforts to limit the damage; if he succeeds in selling the goods to a third party after all, he deducts the net proceeds thereof. The amounts stated are exclusive of VAT.

18.6 The consumer. In relation to the consumer, this article applies exclusively to special orders as referred to in paragraph 1 under a and b. For those orders there is no right of withdrawal, because the goods have been manufactured according to his specifications or are clearly intended for him personally. For a special order as referred to in paragraph 1 under c, the consumer retains his right of withdrawal of fourteen days in accordance with Article 5: an item that has been specially purchased but has not been made according to his specification is and remains an ordinary item.

If the consumer nevertheless terminates a special order as referred to in paragraph 1 under a or b, the seller is entitled to compensation for his actual damage. The scale in paragraph 5 serves as the starting point in that regard, on the understanding that the consumer may always demonstrate that the actual damage is lower, in which case that lower amount is due.