

Sales Conditions Moment by Moment B.V.

Art. 1 Definitions

- 1.1 Buyer: the natural person or the legal person on whose order the goods are delivered. Under seller is meant co-order receiver and under buyer is meant co-customer in case of delivery of services;
- 1.2 Seller: Moment By Moment B.V., seated and keeping office at (1101 GC) Amsterdam –The Netherlands, at the address Keienbergweg 34, Chamber of Commerce-number 55229549;
- 1.3 Agreement: the concluded agreement between Seller and Buyer regarding the sales, delivery and payment of goods, as well as all other legal actions, legal relations and services in connection with such;
- 1.4 Order: order from the Buyer to the Seller to (start to) deliver certain goods to him;
Order confirmation: Sellers' acceptance of the order from the Buyer, in which Seller states which goods shall be delivered to Buyer;
- 1.5 Parties: Seller and Buyer together.

Art. 2 General

- 2.1 These General Conditions are applicable on all offers/quotations of Seller and on all agreements between Seller and Buyer;
- 2.2 By accepting an offer/quotation or by placing an order, Buyer agrees to these General Terms.
- 2.3 The terms valid for Seller are not fatal, unless Parties explicitly agreed differently and in writing;
- 2.4 Stipulations deviating from these General Conditions are only valid in case and for so far Seller has confirmed these to Buyer explicitly and in writing;
- 2.5 At all times Seller reserves the right to alter her General Conditions and/ or amplify them.
- 2.6 For the execution of the agreement or parts thereof, Seller has the right to bring in third parties (hereafter to be called "assistants")

Art. 3 Quotations

- 3.1 All quotations and other utterances of Seller are not binding, unless explicitly agreed upon otherwise, and can be altered or withdrawn by Seller at all times, without Seller owing Buyer any kind of indemnification. Buyer guarantees the correctness and completeness of the stated demands and specifications of the performance and the other data Sellers' quotations are based on.

Art. 4 Realization and alteration of the Agreement

- 4.1 An agreement between Parties can only be realized after Seller confirmed it in writing.
- 4.2 In case a confirmation as described in article 4.1 did not take place, the Agreement is deemed to have been effected as soon as Seller has started the execution of the Agreement and this start of the execution is the result of handling by or on behalf of Buyer, from which Seller may reasonably deduct that Buyer agreed with the start of the execution.
- 4.3 In case, during the execution of the Agreement, it appears that for a proper execution of the Agreement it is necessary to alter or to adapt the Agreement, then both parties shall proceed to adjustment of the Agreement in time and in mutual consultation. In case the nature, the extent or contents of the Agreement is altered, whether or not on request or indication of Seller or of possible authorized authorities and as a result of that the Agreement is changed quality-/or quantity wise, this may have consequences for what has been originally agreed upon. As a result the originally agreed upon amount may be increased or decreased. Seller will give a quotation of it as much as possible in advance. By altering the Agreement the originally indicated term of execution may be changed. Buyer accepts the possibility of alteration of the Agreement, under which is understood the alteration of price and term of execution.

Art. 5 Orders

- 5.1 Each Agreement concluded between Seller and Buyer is completely binding for both parties, unless Seller or Buyer informs the other party that he/she cancels the Agreement only and exclusively by registered letter within 5 working days after conclusion of the Agreement. By such a cancellation the Agreement is dissolved, and the other Party has no right of indemnification.
- 5.2 The order Buyer has given to Seller orally or in writing is exclusively confirmed by Seller in writing. In that case the content of the Agreement equals the order confirmation of Seller.
- 5.3 In case Seller sends Buyer a written order confirmation, which in any part might deviate from Buyers' order, Buyer must inform Seller in writing that he rejects the content of the order confirmation, within 5 days after receipt of the order confirmation, in absence of such Buyer is deemed to have agreed with the content of the order confirmation.
- 5.4 In case Buyer cancels an Agreement in writing after the 5 working days have passed since the conclusion of the Agreement, Seller obtains the right of compensation for his actual suffered damage without any further notice of default.
- 5.5 In case Seller cancels an Agreement in writing after the 5 working days have passed since the conclusion of the Agreement, Buyer obtains the right of compensation for his actual suffered damage without any further notice of default.
- 5.6 In case the Agreement either consists of many parts or more sets, the cancellation only relates to the respective specific parts of the Agreement.
- 5.7 In case it is well known or might be known by Buyer that for a timely delivery of an order the production must start within 5 working days after conclusion of the Agreement, than the article 5.1, the cancellation term of 5 working days cannot be applicable and the articles 5.4 and 5.5 cannot be applicable either.
- 5.8 In case goods are delivered from stock, the cancellation term as mentioned in article 5.1 as well as 5.4 and 5.5 are not applicable.

Art. 6 Terms of delivery, delivery time and transport

- 6.1 The time of delivery starts after conclusion of the Agreement. The delivery time is prolonged with the time the execution of the Agreement is delayed by force majeure (as specified in article 10 of these stipulations). Delivery depends on availability and sufficient capacity, unless otherwise agreed. When an Agreement has been concluded, but there is no availability or no sufficient capacity, Parties will consult each other in good faith in order to come to a solution. For the execution of the Agreement Seller has the right to bring in the help of assistants.
- 6.2 Unless parties exclusively agreed to a different way of delivery, deliveries are DAP, conform the respective stipulations in the last version of the Incoterms. Seller will arrange the Insurance of the goods up to the amount of the purchase price of Buyer and will pay for the costs of that Insurance. The goods are insured against normal transport risks and not against war risks and/or other extraordinary risks. In case of damage Seller will settle the damage with the Insurer.
- 6.3 Buyer has a purchase obligation. The goods must be received completely by Buyer or on behalf of Buyer on the agreed upon location and time of delivery.
- 6.4 In case Buyer does not receive the goods or not in time, Buyer is in default without a prompt note. In case of non-acceptance of the goods by Buyer, the risk of the goods falls to Buyer at the moment Seller offers the goods for delivery in accordance with the Agreement or with these Sales terms. All costs connected with this non-acceptance are for the account of Buyer.
- 6.5 The goods shall be send as freight or ordered goods. Shipment costs up to € 600,- are for the account of Seller. Shipment costs above the afore mentioned amount shall be passed on to Buyer. When Buyer wants the goods to be send as an express shipment, express delivery or by special transport, the extra costs are for account of Buyer.
- 6.6 Seller has the right to deliver in parts, unless it has been agreed upon otherwise in writing. For the application of these conditions each partial delivery is regarded upon as an independent delivery.
- 6.7 The delivery terms mentioned by Seller are never to be regarded as fatal terms.
- 6.8 In case of exceeding a delivery term, Seller does not owe Buyer any form of (damage) compensation. In that case Buyer also does not have the right to terminate the agreement, unless the extension of the delivery term is such, that it cannot reasonably be expected of Buyer to maintain the respective part of the Agreement and Seller has been send a notice of default in

writing by registered letter. In that case Seller must be offered a reasonable term in order to execute the Agreement as yet.

6.9 In case Seller should be liable because of exceeding a term, her liability is limited in accordance with the stated in article 10.4;

Art. 7 Prices and payment

7.1 The by- and with Seller offered and agreed upon prices are exclusive BTW (VAT) and any other levy imposed by the Government, unless stated otherwise.

7.2 Payment must take place within the term as mentioned in the invoice and when in default of such a term, within 30 days after date of invoice, undiminished what has been stated in the following paragraphs of this article. The payment term takes effect on the day the actual delivery takes place.

7.3 Seller is allowed to calculate the compensation for already completed parts of the agreement and the costs made between times.

7.4 In case the agreement consists of several parts and/or partial deliveries, Seller may postpone the execution, in case one or more agreed upon payments have not or not completely taken place within the term(s) as mentioned in the invoice.

7.5 In case Buyer remains in default with a timely payment, Buyer is in default by right, implying that, from the moment the invoice is claimable, Buyer owes Seller an interest rate in the height of the legal interest increased with 3 % per month, by which a part of a month is counting as a whole month, from the due date till the date of complete settlement. The legal interest is determined anew each year by general measure of the administration.

7.6 In case Buyer does not timely proceed to payment, Seller is authorized to recoup on Buyer all extrajudicial and judicial costs made by her. The extrajudicial costs amount at least up to:

- 15% of the amount of the sum Total of the claim over the first € 2500,- of the claim, with a minimum of € 40,-;
- 10% of the amount of the sum Total of the claim over the next €2500,- of the claim;
- 5% of the amount of the sum Total of the claim over the following €5000,- of the claim;
- 5% of the amount of the sum Total of the claim over the following €190.000,- of the claim;
- 0,5% over the remainder of the sum Total.

7.7 At all times Seller reserves the right to alter prices and quotations. The price as agreed upon during the agreement in writing is applicable for running agreements. The deduction of an agreed upon discount between parties is only valid on one order in case Seller has confirmed this to Buyer exclusively in writing.

7.8 Agreed upon discounts expire in case:

- Buyer remains in default of fulfilling any obligation towards Seller;
- Buyer is declared in bankruptcy;
- (provisional) postponement of payment has been requested;
- Buyer decides to liquidation;
- Buyer has come to the knowledge that the circumstances give a good ground to fear that Seller shall not fulfil the obligations from the agreement;

7.9 In case circumstances occur, such as explained further in article 7.9, Seller is authorized either to postpone the execution of the agreement(s,) or to dissolve the agreement with Buyer totally or partially having regard to what has been stated in article 7.12 sub c.

7.10 All costs connected to the collection of the invoice amount, under which understood the complete law suit costs, collecting-charges and the costs of Legal assistance for obtaining payment outside of the law, are for the account of Buyer.

7.11 Toward Buyer, who either has not paid in time or - in the occurring case – who can no longer be insured according a credit insurer, unabated her other rights following these conditions and/ or the law, Seller has the right:

- a) To demand security for the payment and/or prepayment and/or immediate payment at the time of the first delivery of the goods to Buyer (cash on delivery) for all running agreements between Seller and Buyer;
- b) To postpone the delivery and the preparation and/or working on the goods meant for that delivery, undiminished her right to demand security for the payment simultaneously or later. In the occurring event Seller may store the goods in her warehouse or elsewhere for the account

and risk of Buyer, under which the risk of quality- or depreciation. In case of such a storage the goods are deemed to be delivered. Seller is obliged to inform Buyer of the respective storage immediately in writing and simultaneous sending of the invoice regarding the underlying Agreement. In case Buyer refuses to receive the delivered goods Seller can proceed to the storage of these goods in the way and with the consequences as mentioned in article 7.12 sub a;

- c) To dissolve the respective agreement completely or partially by means of a written declaration. In case of such a complete or partial dissolution Buyer obtains the right on indemnification conform article 14.1;
- d) To dissolve completely or partially by means of written declaration one, more or all running agreements between Seller and Buyer, in that case also the agreements of which Buyer opposite Seller is not (yet) in neglect;

Seller can only make use of the possibilities as mentioned here above under a, b and c, in case Seller has given Buyer a 3 day term to fulfil his/her payment and Buyer did not comply with this as well. Seller can only make use of the under sub d mentioned right in case Buyer did not comply with a demand of Seller for security for the payment of the amount Buyer owes and/or shall owe on account of the respective agreement(s) within 8 days;

At all times Seller can alter his choice from the in this article mentioned rights, unless Seller did make use of the right to dissolve an Agreement completely or partially. By such a complete or partial dissolution Seller obtains the right on indemnification conform article 14.1 of these Sales conditions.

Art. 8 Guarantees

- 8.1 Having regard to what moreover has been determined in the order and in a thereto belonging (technical) specification, Seller delivers the goods as agreed upon, which implies that the goods to be delivered are:
 - a) In accordance with the stated in the order regarding quantity, description and quality;
 - b) Similar to the possible samples or designs, made available or supplied by Buyer and/or Seller and;
 - c) Are suitable for the purpose as made known to Seller by Buyer.
- 8.2 Contrary to the determined in article 8.1, guarantees regarding the goods being colour-proof, waterproof, washable, unshrinkable and other technical qualities and regarding exclusiveness, the guarantees are only in force if they have been confirmed by Seller to Buyer either in writing or by means of labels, tags or mentioned on the goods otherwise, for example, unshrinkable, washable, 100% rayon, sanfor, indanthren, all wool, waterproof and the likes.
- 8.3 Seller guarantees that the fit, the way it is made and the quality of the goods, which must be delivered on the ground of the order, in every respect fulfil the respective relevant demands, as stated in laws and/or other governmental regulations given in this respect, which are in force at the time the Agreement has been concluded.
- 8.4 That which is stated in the articles 8.1, 8.2 and 8.3 of these Sales Conditions is not applicable on unjustly use of the goods.
- 8.5 At first request Seller will offer Buyer the opportunity to check if delivery of the goods are in conformity with the samples.
- 8.6 Seller safeguards Buyer against (financial) liabilities of Sellers' purchasers, connected to the faulty goods delivered to him , meaning goods that do not possess the quality a purchaser may expect with a normal use of the goods. The obligation of proof regarding the faultiness of the goods lies with the Buyer. This safeguarding does not apply in case the faultiness of the goods can be lead back to the Buyer. The safeguarding does also not apply in case Buyer did raise unreasonable expectations with the consumer/end-user regarding the delivered goods.

Art. 9 Claims

- 9.1 Buyer is bound to examine or to have examined the goods immediately at time of delivery, at least within a term as short as possible. Besides Buyer must examine whether or not the quality and

quantity of the goods correspond with what has been agreed upon, or at least comply with the demands, valid in the normal (trade) business.

- 9.2 Claims regarding visible or otherwise visible faults can only be made valid, in case Buyer has informed Seller of these faults within 8 working days after delivery. This information by Buyer must be made exclusively in writing and must be received by Seller in any case within 48 hours after the discovery of any faults. With the exceed of this/these term(s) every entitlement on a claim lapses. Claims on used goods will not be accepted by Seller in no way.
- 9.3 A written statement by Buyer concerns a summary, as specific as possible, of the nature and the ground of the claim, including the respective invoice number and/or the respective article number(s) and/or a description of the claimed articles.
- 9.4 Return shipments of delivered goods to Seller can only be done carriage paid, for risk of the Buyer, after a written approval of Seller and exclusively in the original packing.
- 9.5 In case buyer informs Seller of complaints regarding the delivered goods, Buyer must give Seller the opportunity with all due speed to inspect and/or examine the goods. Seller may possibly want to execute a closer examination in the least burdensome way, to which Buyer must allow Seller to do so, if necessary by handing over the goods. All reasonable, actual made costs of the necessary examination are for the account of Buyer, in case the claims appear to be unfounded.
- 9.6 Buyer has no right to claim regarding goods of which it is not possible for Seller to examine the respective claim.
- 9.7 Slight deviations in the delivered goods, as far as size, colour, shape and packing are concerned, cannot be ground for claims. In that case there is no motive for Buyer to cancel an order and/or not to accept the delivered goods or to refuse complete or partial payment or to claim indemnification from Seller. The same is valid regarding modifications by the supplier/manufacturer whom Seller buys his services from, for so far as the modifications do not essentially affect the services.
- 9.8 Buyer remains obliged to proceed to payment and taking of the orders made, also in case Buyer claims in time. Claims of Buyer do not postpone his payment obligation.
- 9.9 Even timely handed in claims shall not be treated, in case it appears that third parties have altered or repaired something on the goods **delivered by Buyer**.
- 9.10 In case of a justified claim Seller has the right to repair the claimed goods or to replace them by other goods conform the order. (replace right).

Art. 10 Force majeure

- 10.1 In case, because of Force majeure, as stipulated in article 10.2 and 10.3 in these Sales conditions, Seller and/or Buyer cannot comply with their obligations, these obligations are postponed for the duration of the Force majeure situation. In case the Force majeure will last longer than 30 days, both parties have the right to dissolve the agreement completely or partially, without the obligation to the payment of any form of indemnification. Already due amounts will remain due unabated;
- 10.2 Under Force majeure are meant all circumstances that lie beyond the power of the parties and/or unforeseen circumstances, as a result of which complying with the Agreement can no longer reasonably be requested. Within the afore mentioned context the following events can also be considered as cases of Force majeure or circumstances preventing the normal execution of the Agreement, among which, without being limited, are: strikes, revolutions, exclusion of workers, intervention of a higher power, terrorist activities, war and /or siege, fires, natural disasters, epidemics, extreme long frost periods, extreme weather conditions and comparable circumstances.
- 10.3 What applies as Force majeure in particular, for so far not understood in the determinations in article 10.1, among other things, is: war, danger of war, civil war, uprising, illness, natural disasters, decisions in connection with import quota restriction, decisions in connection with the supply of necessary parts, materials, elements and/or semi manufactured articles, transport difficulties, queues, under which understood work strikes or labour riots, loss of public utilities, fire and other serious breakdowns in Sellers' company or in the company of Sellers' suppliers. Under Force majeure is also explicitly meant the impossibility of Seller to deliver as a result of the default of a supplier of Seller.

- 10.4 In case Seller cannot appeal to Force majeure and possibly will be held responsible towards Buyer, the obligation of Seller to pay indemnification is limited to the amount of the invoice after deduction of the already made costs of Seller. Seller will never be liable for forgone profit, stagnation damage or other indirect damage of Buyer.

Art. 11 Liability and Safeguarding

- 11.1 Buyer declares that all information supplied to Seller in order to execute an order are correct. Seller preserves the right to check the information supplied by Buyer, if possible.
- 11.2 Return shipments at the expense of Seller are only allowed after explicit, written, permission of Seller. In all other cases Seller is entitled to refuse the return shipment or to resend it to Buyer at the expense of Buyer. Should it appear that the return shipment occurred without a well-founded reason, all costs made by Seller in connection with the return shipment will be for the account of Buyer.
- 11.3 Seller will never be liable for indirect damage, under which understood result-damage, forgone profit, missed saved expenses and damage by stagnation of business.
- 11.4 At all times Seller has the right to undo the damage of Buyer, if and for so far as possible, in which case Buyer must give all cooperation possible.
- 11.5 Buyer will safeguard Seller against claims which direct or indirect are connected with the execution of the Agreement.
- 11.6 The liability restrictions as laid down in this article are also obtained on behalf of the assistants called in by Seller for the execution of the order, who consequently in this way can appeal to this liability restriction directly.
- 11.7 The liability restrictions for direct and/or indirect damage as laid down in these conditions do not apply in case the damage is owed to intent or gross guilt of Seller or her subordinates.
- 11.8 In case it comes to partial deliveries and partial invoices, the partial invoice, regarding the delivery the liability originates from, should be the starting point of the calculation of the maximum height of the amount of the liability.

Art. 12 Intellectual Ownership/ Ownership reservation

- 12.1 Until Buyer has fulfilled his/her payment obligation(s) towards Seller conform the Agreement, all goods delivered by Seller remain Sellers' property.
- 12.2 In case Buyer is lacking in the fulfilment of her obligation(s) toward Seller, Seller has the right to take back the goods, of which ownership is reserved, immediately.
- 12.3 Buyer shall be charged for the costs related to taking back the respective goods. At the time of taking back the goods it shall be credited on the basis of the value the goods appear to have at the time of taking them back. Taking back the respective goods does not postpone the other (payment) obligations Buyer has towards Seller conform the Agreement.
- 12.4 Buyer safeguards Seller against any action of third parties, which are based on breach of intellectual ownership, on account of orders given to Seller by Buyer to be executed.
- 12.5 Unless otherwise agreed, Buyer is not allowed to hand over the rights on goods delivered by Seller, to third parties, to burden, to lend to or in any other way put at the disposal of third parties.

Art. 13 Composition labels

- 13.1 All textile- and clothing articles destined or ready for direct use by the customer and which may only be offered to the customer by the retail business respectively the retailers in case they are provided with labels mentioning the composition of the processed materials, shall be delivered by supplier including the demanded composition labels. In case no or labels with the wrong composition have been applied, this will be regarded as a visible fault which can be ground for a claim as mentioned in article 9.2. , the respective goods can be returned to supplier on his costs for the application of the (correct) labels. If desired Buyer can replace/place the labels for his own account. In that case supplier will put the labels, necessary for that purpose, at their disposal, free of charge.

Art. 14 Non fulfilment

- 14.1 In case Buyer does not fulfil the Agreement concluded with Seller, Seller has the right to dissolve the Agreement with a right to indemnification in conformity with the stated in paragraph 3 of this article in case non compliance has regard to article 7.12 sub c and d.
- 14.2 Unabated the right of Seller to recoup the actual suffered damage on Buyer, Seller can recoup the following damage on Buyer:
- In case the Agreement is dissolved < 25% of the delivery term, Buyer owes 50 % of the purchase price;
 - In case the Agreement is dissolved within 25 % - 50% of the delivery time, Buyer owes 75% of the purchase price;
 - In case the Agreement is dissolved within 50 % - 75% of the delivery time, Buyer owes 85% of the purchase price;
 - In case the Agreement is dissolved after the delivery time, Buyer owes the total purchase price.

Art. 15 Other stipulations

- 15.1 Rights and duties as described in the General Conditions are exclusively meant for Buyer and cannot be transferred to third parties.
- 15.2 In case, according to a statement of a Court, a paragraph of these General Conditions are null and void, this does not affect the validity of the Total Agreement.
- 15.3 Verdicts pronounced by the Judge, on a certain point from the General Conditions, do not give the right to apply these verdicts on following infringements of the same paragraph or of any other point from the General Conditions;

Art. 16 Dispute settlement and applicable Law

- 16.1 On all closed Agreements between parties exclusively Dutch Law is applicable.
- 16.2 All disputes with respect to this Agreement between Buyer and Seller, are to be settled by the authorized Judge in Amsterdam, unless parties agree upon differently in writing.

Amsterdam, June 2019