



General Sales Conditions 2023

Article 1 : General

In these general sales conditions, the terms below shall mean the following:

1.1 PRIMEX : Primex Textiles B.V., with registered office in Wieringerwerf.

1.2 Client : The (legal) person to whom the offers, quotations, order confirmations, deliveries or invoices of PRIMEX are addressed.

Article 2 : Offers, quotations

All offers and quotations, both written and oral, or other statements of representatives and/or employees of PRIMEX shall be noncommittal.

Article 3 : Offering

The offering contains a complete and accurate description of the goods and/or services offered. The description is sufficiently detailed so as to enable an adequate assessment of the offering by the consumer. If PRIMEX uses pictures or illustrations, these pictures or illustrations are a truthful depiction of the goods and/or services offered. Obvious errors or mistakes in the offering shall not be binding upon PRIMEX.

Article 4 : Scope of application

Insofar as not otherwise agreed upon in writing, these general sales conditions shall apply to all offers, quotations, agreements and assignments awarded of PRIMEX.

Article 5 : Establishment of the agreement

5.1 An agreement shall be established exclusively if and after PRIMEX has confirmed an assignment or order in writing or by the full or partial execution of an assignment or partial delivery by PRIMEX.

5.2 Any arrangements, commitments, additions and/or amendments of the agreement, made after the order confirmation, shall only be binding if they have been agreed upon in writing by the parties.

5.3 PRIMEX shall be entitled to, prior to entering into the agreement, demand surety of the client so as to ensure that both the payment and other obligations will be met.

5.4 If PRIMEX deems it necessary or desirable, PRIMEX shall be authorized to appoint third parties for the execution of the assignment, awarded to PRIMEX, in which case the costs will be recharged to the client. On this matter, PRIMEX shall conduct prior consultations with the client.

Article 6 : Prices

6.1 The prices indicated apply to deliveries ex-warehouse and are exclusive VAT, unless otherwise agreed upon in writing.

6.2 Insofar as not otherwise agreed upon in an agreement, any other costs to be incurred in relation to deliveries are not included in the price.

6.3 The prices indicated are based on the cost prices, applicable at the moment of the quotation. Until the moment of the establishment of the agreement, PRIMEX shall be entitled to adjust the prices to the changes in the price of raw materials, materials, parts, wages, currency rates, insurance premiums, tax charges, social security premiums, import duties, transport costs and other levies, imposed or to be imposed by the government.

Article 7 : Payment

7.1 Payments shall take place in advance, unless otherwise agreed upon in writing, in which case the conditions of Article 7.2 shall apply.

7.2. The payments, which do not fall under Article 7.1, shall take place within 30 days as from the invoice date, either in cash or by transfer into a bank account, to be designated by PRIMEX.

7.3 If the payment takes place within 10 days as from the invoice date, either in cash or by transfer into a bank account, to be designated by PRIMEX, the client shall be entitled to deduct 2% payment discount from the payment of the total invoice amount excluding VAT. All other payments shall take place without any deduction.

7.4 If the payment has not been (fully) received or has not been received within the term as agreed, the client shall be held to pay the statutory interest as from the date at which the payment should have taken place until the date of effective payment, without a formal notice or notice of default being required.

7.5 If PRIMEX proceeds to collection, all the collection costs, both the judicial and the extrajudicial costs, shall be borne by the client, in which case the extrajudicial collection costs shall be determined to amount to at least 15% of the principal sum to be collected, with a minimum of 250.- euro.

7.6 For the application of these conditions, each partial delivery shall be deemed to be a separate delivery.

7.7. PRIMEX has the right to cancel all orders, either wholly or partly, at his own discretion and without judicial intervention of the legal authorities, or to demand payment in advance for deliveries still to be made, and/or postpone these deliveries if:

a) He is unable to cover or cover sufficiently the credit risks ensuring from the said order(s) with an insurer of his own choice;

b) PRIMEX has unpaid collectable invoices and/or the financial position of the client deteriorates before the order(s) has/have been delivered.

7.8 In case PRIMEX wants to cancel an order based on article 7.7., he will have to notify client and will have to offer client a last opportunity to pay the order(s) in advance, or provide a guarantee.

Article 8 : Delivery

8.1 Upon expiry of the (agreed) term or date of delivery a post delivery term of 15 working days automatically comes into effect, unless the time of delivery is indicated merely by such words as "express", "immediate", "ex stock" or similar terms.

8.2 In case the delivery date or the delivery dates indicated cannot be met by PRIMEX, PRIMEX undertakes to inform the client expeditiously, with specification of the delivery date or delivery dates to be expected, without the client being entitled to constitute any indemnification claim, in any form whatsoever, or to proceed to the resolution of the agreement or to require compliance with the agreement.

8.3 If PRIMEX fails to comply during a period of more than one month after the delivery period, specified in the agreement, the client shall be entitled to cancel the agreement as a whole or for the part that has not been complied with, if the cancelation takes place by registered letter, which has to be received by PRIMEX prior to the delivery of the respective goods.

Article 9 : Transfer of risk

9.1 All the risks of transport in relation to the goods to be delivered shall rest with the client, both in respect of direct and indirect damage.

9.2 All the performances and/or deliveries of PRIMEX shall, without prejudice to the provisions of the preceding paragraph, be at the risk of the client, as from the moment the performance and/or delivery takes place.

Article 10 : Complaints

10.1 The client can no longer invoke that the good(s) or performance(s) delivered does not/do not conform to the agreement, if he has not notified PRIMEX in writing of the non-conformity within 8

days after delivery. This written complaint must include a clear description of the claim, invoices and article numbers which are involved.

10.2 Complaints regarding the invoices of PRIMEX shall be submitted in writing and have to be received by PRIMEX within 8 days as from the invoice date.

10.3 Slight deviations in quality, colour, size, weight, finish, design, amounts etc. permissible in the trade and/or technically unavoidable shall constitute no reason for complaint.

10.4 If the claim relates to defects which would not be visible or otherwise become evident until the goods were taken into use or which, according to trade practice, would not be checked immediately after receipt of the goods, the claim can be enforced within 8 working days of the defect becoming apparent to the purchaser or of the time at which it might reasonably have become apparent. Claims under this provision cannot be asserted if the client could have determined the defect by a simple random test within the period described in paragraph 10.1.

10.5 In the event of justifiable claims, PRIMEX has the choice of either crediting the goods or repairing or replacing them within a reasonable term after receipt of the returned goods.

10.6 The submittal of complaints shall not relieve the client of his payment obligations according to the provisions of Article 7 .

10.7 The client shall not be entitled to return the goods, to which the complaint relates, without the written consent of PRIMEX.

Article 11 : Force majeure

11.1 If the execution of the agreement or assignment proves to be impossible, due to a shortcoming that is not imputable to one of the parties and the resulting delay will foreseeably last longer than one month, either party shall be entitled to terminate the agreement after mutual consultation, without being liable to pay any indemnification to the other party.

11.2 Non-imputable shortcomings on the part of PRIMEX, as referred to in the first paragraph, shall include: each event or circumstance – even if it was foreseeable at the time of the entry into the agreement or the award of the assignment and/or order -, which renders the delivery and/or fabrication difficult or impossible or which has such an influence on the production and/or delivery by PRIMEX that the compliance of PRIMEX has become so costly and/or economically objectionable that PRIMEX cannot reasonably be required to (further) comply with the agreement or assignment under the same conditions.

Article 12 : Liability

12.1 If PRIMEX imputably falls short in the compliance with the agreement, PRIMEX shall only be liable for the indemnification of the damage, which is the direct result of the failed performance. Any other form of indemnification, such as consequential damage, indirect damage, loss of profits or delay damage is excluded.

12.2 PRIMEX cannot ensure that the fabric quality and/or other specifications of the product, indicated by the client, meet the purpose, envisaged by the client.

12.3 After the rise of any right to indemnification, the client shall be held to, as soon as reasonably possible, immediately report the damage in writing to PRIMEX.

12.4 PRIMEX shall not be liable for the damage that arises during the transport to, and storage at, the premises of the client.

Article 13 : Transfer of title

13.1 All goods supplied, paid or unpaid, remain the property of PRIMEX until all the invoices including those not yet due – have been paid in full. For as long as PRIMEX still has amounts payable outstanding, he shall be entitled to recall the goods and the client is not entitled to transfer the goods of PRIMEX in any form whatsoever (including as surety) to third parties nor to give them to third parties on consignment. In the case of recalled goods, the client will be credited for the same at the market value of the said goods on the date of recall.

13.2. The client may agree with a third party that the latter shall pay the purchase price on the former's behalf and be subrogated to the claim of PRIMEX. In the event of payment by a third party that is subrogated in the claim of PRIMEX, the reservation of title shall not expire.

13.3 In the event of subrogation as referred to in paragraph 13.2, PRIMEX shall transfer the reserved title of the goods for which the third party has settled the purchase price to the subrogated third party. The client shall hold the goods described for the subrogated party from the time of subrogation.

Article 14 : Applicable law and disputes

Dutch law shall govern all agreements concluded under the terms of these conditions. All disputes arising from such agreements shall be settled to the competent court of the district, where PRIMEX has its registered office. PRIMEX may, however, elect to submit a dispute with the client to the court in the place where business of client is registered or where client is officially domiciled, and may elect whether or not the law of the country where the client is registered/domiciled shall apply.

Article 15 : Return shipments

15.1 Return shipments without prior consent of PRIMEX are prohibited and therefore, will be refused.

15.2 Return shipments which have not been accepted by PRIMEX, shall in no respect relieve the client of the payment conditions, as referred to in Article 7.

15.3 Return shipments shall always take place according the RETURN PROCEDURE, as established in Article 16. Deviations of the return procedure shall always be at the expense of the client.

Article 16 : Return procedure

16.1 An order or product can only be returned to Primex Textiles B.V. if it meets the following conditions;

- a) Please write in advance an email to info@primex.nl to sign up for a return number;
- b) A copy of the invoice for the products involved, has to be included in this email;
- c) Only after receiving a return number, the goods can be returned to our warehouse, please note clearly this return number on each box;
- d) The products returned have to be undamaged and in their original packaging;
- e) Within a reasonable period of time, but not later than 1 month after purchase;
- f) Samples or specially ordered products can't be returned;
- g) Products marked as EOL (Discontinued) can't be returned.

16.2 Returns that do not meet any of the above conditions, will not be approved/processed. The customer has to return the products to Primex on their own account. After approval and receipt of the return, it is passed to credit/refund the return amount.

16.3 Unfortunately, the return of goods brings costs in the process;

- a) 25% of the total amount
- b) Minimum of 25.- euro
- c) These handling costs shall be deducted from the credit note or refund.

Article 17 : Secure web environment

If the agreement is established electronically, the client shall take the appropriate technical and organizational measures in order to secure the safety of the electronic transmission of data and he shall ensure a secure web environment. If the client is able to pay electronically, the client shall observe the appropriate security measures.