

TERMS & CONDITIONS

general conditions of sale and use of resources

WORKINGMENBLUES

These General Conditions of Sale are written in name of Aleksandar Kuijpers, representing WorkingMenBlues, hereafter called WMB.

Article 1. Preamble

1.1 Application Our General Conditions of Sale (GTCS) shall exclusively apply to all sales of textile and non-textile Products (the “Products”) and contracts between our clients, our partner-factories, and us.

1.2 Termination These GTCS may be terminated by either party, at any time and immediately, giving the other party notice in writing by registered mail. Any orders for Products between WMB and the Buyer prior to the date the notice of termination is made by registered mail by the terminating party shall still be bound by and subject to these GTCS.

1.3 Acceptance in Writing No such conflicting, contrary or additional terms and conditions shall be deemed accepted by WMB unless and until we expressly confirm our acceptance in writing. These GTCS may only be amended by an instrument in writing signed by the parties hereto.

1.4 Right to Change WMB reserves the right to change these GTCS at any time. We will give you thirty calendar days’ notice of any changes by posting notice on our website and/or in writing by registered mail.

Article 2. Offers, Purchase Orders and Order Confirmations

2.1 Offers All offers made by WMB are open for acceptance within thirty calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the goods offered.

2.2 Purchase Orders All purchase orders issued by you shall specify as a minimum the type and quantity of goods requested, applicable unit prices, delivery place and requested delivery dates.

2.3 Confirmation A purchase order or any form of agreement comes about once an offer or purchase order has been filled in accepting these GTCS by email or in writing, received and accepted by WMB. No purchase order shall be binding on WMB unless and until confirmed by WMB in writing.

2.4 Additions and Changes additions to and changes of the agreement can only be made and confirmed in writing.

Article 3. Prices and Terms of Payment

3.1 Prices The prices for goods shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added and similar taxes or charges imposed by any government authority.

3.2 Payments Unless expressly stated otherwise in our order confirmation, payment for goods shall be made “Net 30 Days from date of bill”: payment of entire invoice amount – without offset or deduction - is required within 30 days from invoice date or receipt of goods, whichever is later.

3.3 Change of Terms You must submit such financial information from time to time as may be reasonably requested by us for the establishment or continuation of payment terms. We may in our sole discretion at any time change agreed payment terms without notice by requiring payment cash in advance or cash on delivery, bank guarantee, letter of credit or otherwise.



3.4 Fail to Pay If you fail to pay any invoice within seven calendar days of the due date of payment, we may suspend delivery of any purchase order or any remaining balance thereof until payment is made or terminate delivery of any purchase order or any remaining balance thereof by providing written notice of termination to you within seven calendar days of the expiration of the grace period. Further, we may charge you interest from the due date to the date of payment at the rate of 1 ½ % per month. This shall be in addition to, and not in limitation of, any other rights or remedies to which we are or may be entitled at law or in equity.

3.5 Title to Goods Title to goods delivered shall remain vested in us and shall not pass to you until the goods have been paid for in full (even though they have been delivered and risk has passed to you). If you fail to pay any invoice within fourteen calendar days of the due date of payment, we may retake the goods covered by the invoice. You must insure all goods delivered to their full replacement value until title to the goods has passed to you.

4. Terms of Delivery and Late Delivery

4.1 Terms of Delivery Unless expressly stated otherwise in our order confirmation, all prices and terms of delivery of goods are based on the delivery condition “Ex Works”, meaning that we fulfill our obligation to deliver after we have made the goods available at our premises” – EXW (Incoterms 2000). The risk of loss of or damage to goods shall pass to you in accordance with the agreed delivery term.

WMB can work with several different incoterms (FOB, CIF, EXW, etc.). The preferred shipping method should always be mentioned and discussed prior to any quotations are requested.

4.2 Late Delivery The delivery dates of goods shall be those set forth in our order confirmation. If we fail to deliver goods within seven calendar days of the agreed delivery date, you may terminate the applicable purchase order in whole or in part (as to those goods affected by the delay) by providing written notice of termination to us within seven calendar days of the expiration of the grace period. Further, you may claim damages for any loss suffered as a result of the delay subject to the limitation of liability below. These shall be your exclusive remedies for late delivery.

4.3 Delivery in installments We reserve the right to make delivery in installments.

5. Acceptance of goods

You must inspect goods delivered upon receipt. You are deemed to have accepted goods delivered unless written notice of rejection specifying the reasons for rejection is received by us within five calendar days after delivery of the goods.

6. Warranty

6.1 Conform We warrant that upon delivery and for a period of twenty-four months from the date of delivery goods purchased hereunder will conform in all material respects to the applicable manufacturer's specifications for such goods and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than us.

6.2 Liability With respect to goods which do not conform to the warranty our liability is limited, at our election, to (i) refund of the purchase price for such goods less a reasonable amount for usage, (ii) repair of such goods, or (iii) replacement of such goods; provided, however, that such goods must be returned to us, along with acceptable evidence of purchase, within fourteen calendar days after you discovered the lack of conformity or ought to have discovered it.

6.2 Warranty We make no other warranty, express or implied, with respect to goods delivered hereunder, and the warranty constitutes our sole obligation in respect of any lack of conformity of goods delivered hereunder (except title). In particular, we make no warranty with respect to the merchantability of goods delivered or their suitability or fitness for any particular purpose.

7. Intellectual Property

7.1 Intellectual Property of WMB The buyer withholds himself from all rights of intellectual property related to any product, design and/or idea WMB uses or has used in purpose of the agreed upon project, wherefore WMB possesses or is likely to be granted any form of intellectual property.

7.2 Use of WMB's Intellectual Property Copying or any kind of use of such intellectual property rights or products is not permitted without the prior approval of WMB, the intellectual property owner, unless expressly allowed under these Terms and Conditions.

8. Intellectual Property Rights Infringement

If any goods delivered hereunder are held to infringe a third party's patent, utility model, design, trademark or other intellectual property right and you are enjoined from using same, we will, at our option and expense, (i) procure for you the right to continue using the goods; (b) replace the goods with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function; (c) modify the goods to make them non-infringing; or (d) refund the purchase price of the goods less a reasonable amount for usage. The foregoing states our sole liability for intellectual property rights infringement.

9. Limitation of Liability

9.1 Purchase Price Neither of us will be entitled to, and neither of us shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, reprourement costs, loss of data, injury to reputation, loss of customers, or if not receiving supplies or instructions on time. Your recovery from us for any claim shall not exceed the purchase price for the goods giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.

9.2 Other Parties and Goods We shall not be liable for any claims based on our compliance with your designs, specifications or instructions or repair, modification or alteration of any goods by parties other than us or use in combination with other goods.

10. Force Majeure

Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days' prior written notice to the other party.

11. Miscellaneous

11.1 United Nations Convention The United Nations Convention for the International Sale of Goods shall not apply to these GTCS or to any contracts of sale entered into between us.

11.2 Waiver of Provision No waiver of any provision of these GTCS shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of these GTCS shall not constitute a waiver of such provision or any other provision(s) of these GTCS.

11.3 Illegal, Invalid or Unenforceable Should any provision of these GTCS be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GTCS shall remain in full force and effect and shall be construed in accordance with the modified provision.

11.4 Dutch Law These GTCS and all contracts of sale entered into between us shall be governed by and construed in accordance with the laws of The Netherlands without giving effect to any choice of law or conflict of law provisions. Any suits, actions or proceedings that may be instituted by either of us against the other shall be instituted exclusively before the competent courts of The Netherlands, however, without prejudice to our right to bring suits, actions or proceedings in any other court which would have jurisdiction if this provision had not been incorporated into these GTCS.

12. Rules On Use of Resources

Thanks to our in-house developments and design resources we manage to provide our industry-partners with innovative products and technical and aesthetical solutions never seen before. This is the mindset that will help us to maintain our place amongst the best sourcing and manufacturing organizations globally. Reaching this goal, however, requires the constant allocation of significant resources, both human and technical. Maintaining a balanced structure, while continuing to excel at addressing the demands of our customers, calls for the implementation of certain rules based on which we have built the following Rules on Use of Resources.

12.1 Minimum Order Quantities

All productions realized in China require minimum order quantities of 1000 pieces per style. This quantity can be divided in up to 5 different sizes and up to two different colors. Depending on minimum order quantities of the used materials we are open to manufacture orders below 1000 pieces per style with an up-charge.

All productions realized in Europe and Northern Africa require minimum order quantities of 150 pieces per style. This quantity can be divided in up to 5 different sizes.

12.2 Raw Materials and Trims

When we undergo sourcing operations, we systematically inform our customers about the conditions offered by the suppliers: production minimums and production lead-times. In some situations the minimum order quantities requested by the suppliers may exceed the quantities required for a given order. In this case, the customer is responsible for the payment of the excess material. This excess material will automatically be invoiced to the customer. On a case-by-case will be discussed whether the customer wants to directly become the owner of the excess fabric, if we just add an up-charge and take care of the excess fabric, and/or if we provide warehousing services and for what fee.

12.3 Tolerances Required

Quantities shipped: we require a deviation tolerance of +/- 5%, in relation to ordered quantities.

Second-choice Items: we require a deviation tolerance of +/- 5%, in relation to ordered quantities.

12.4 Lead-Times

For traditional (sewn) garments we can offer production lead-times of 4 to 7 weeks. IMPORTANT: These lead-times do not take into consideration previous lead-times for raw materials and/or garment development and approval. Please note that all these processes happen at an earlier stage, before production.

The lead-times provided above are standard lead-times, after all necessary materials are in-house and approved and all styles have received the final approval by the customer. We require, on average, 8 to 10 working days for prototypes (after all necessary materials are in-house). This lead-time can be reduced or extended according to the current occupation of our production lines and should always be confirmed with our sales and production teams.

Status August 2015