

GENERAL TERMS AND CONDITIONS

Polka Productions B.V.
Voorwillenseweg 19B, 2806 ZC Gouda, The Netherlands

Polka Productions was registered with the Chamber of Commerce in the Netherlands on 15 September 2006 under no. 24394774.

Article 1. Definitions

- Polka Polka Productions B.V., the user of these General Terms and Conditions;
- Client The Client of Polka Productions B.V.;
- Activities All (sewing) activities performed by Polka or third parties that Polka employs, for which the Client provides the necessary materials;
- Delivery The actual delivery of the goods to the Client.

Article 2. Applicability of these General Terms and Conditions

1. These General Terms and Conditions apply to all legal relationships between Polka and the Client, including all offers and agreements of Polka, to the extent that these General Terms and Conditions have not been explicitly deviated from by the parties in writing.
2. The current General Terms and Conditions will also apply to all agreements with Polka, for the performance of which Polka employs the services of third parties.

Article 3. Offers or quotations, and the creation of an agreement

The offers and quotations made by Polka remain free of obligation; they will be valid until ninety (90) days from the date of the offer or quotation, unless a different period is stated in the offer or quotation. Polka will only be bound to the offers or quotations if the acceptance thereof is confirmed by the Client in writing within ten (10) days after the acceptance. Prices are based on delivery ex Polka's warehouse in Gouda. The prices in the offers or quotations are exclusive of Dutch VAT, unless stated otherwise.

Article 4. Performance of the agreement

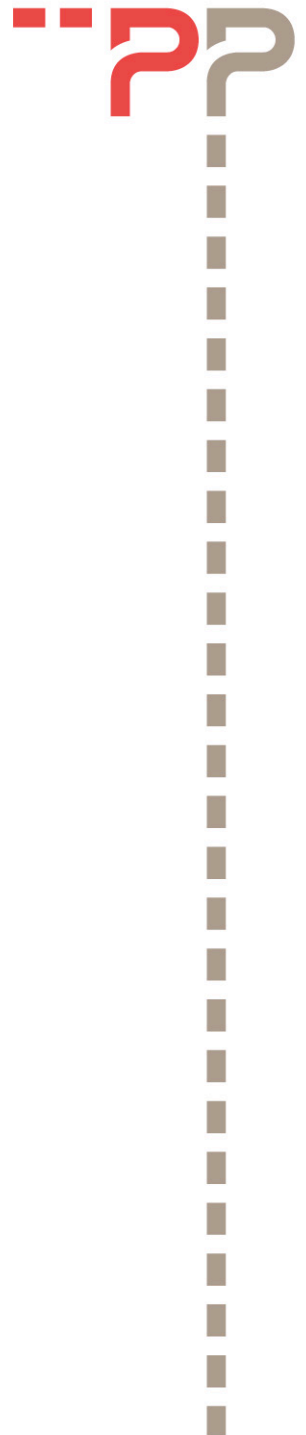
1. Polka will perform the agreement (or have a third party to perform it) to the best of its knowledge and ability and in accordance with the requirements of good workmanship. Such performance will be effected on the basis of state-of-the-art technology in the Netherlands at that time. Under no circumstances can Polka be held liable for the loss of off-cuts or other losses, unless Polka has made improper use of materials and the off-cuts are more than twenty-five per cent (25%) of the original material.
2. Polka will be entitled to engage third parties for certain activities.
3. The Client will ensure that Polka is provided in time with all information and materials, which Polka indicates that are necessary, or of which the Client should reasonably know that they are necessary for the performance of the agreement. If Polka is not provided with all information and/or materials which are necessary for the performance of the agreement in time, then Polka will be entitled to postpone the execution of the agreement and/or charge the Client for any extra costs resulting from the delay, at the customary rate.

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4. The materials provided by, or on behalf of the Client, remain the property of the Client.
5. Polka will not be liable for damage, of whatever nature, resulting from the fact that Polka has operated on the basis of incorrect and/or incomplete data provided by the Client, or resulting from the use of (partially) incorrect materials provided by, or on behalf of the Client, or materials that are not suitable for the intended purpose. Polka will by no means be liable for the assessment of the materials provided by, or on behalf of the Client. If the amount of provided materials turns out to be insufficient to complete the placed order, then the total price of the order remains valid and consequently, Polka will be entitled to invoice the goods ordered against the agreed price.
6. If it has been agreed that the contract will be executed in stages, Polka reserves the right to suspend execution of the components forming part of a subsequent stage until the Client has approved the results of the preceding stage in writing.

Article 5. Delivery

1. Delivery of goods will take place ex warehouse in Gouda. The transportation of the goods will be for the risk of the Client from the moment the goods leave our warehouse in Gouda, unless agreed otherwise in writing.
2. The Client is obliged to take delivery of the goods at the time they are delivered to the Client.
3. If the Client refuses to take delivery of the goods or fails to provide information or instructions necessary to effect delivery, Polka will be entitled to store the goods at the Client's risk. If the Client refuses to take delivery of the goods, the Client must pay all extra expenses resulting from that refusal, including at least storage costs.

Article 6. Delivery time

1. The specification of delivery times is always non-binding unless expressly agreed otherwise. Therefore, if a delivery time or term is exceeded, the Client must give Polka written notice of default.
2. If any time or term of delivery is exceeded, the Client will not be entitled to compensation, nor to cancel or dissolve the agreement, unless the time or term of delivery is exceeded to such an extent that the Client cannot reasonably be expected to maintain the agreement.

Article 7. Partial deliveries

Polka will be entitled to make partial delivery of the goods, only if independent value can be attached to a partial delivery. Where partial delivery is made, Polka will be entitled to invoice such partial deliveries separately.

Article 8. Samples, models, and illustrations

If Polka shows or provides a model, sample, or illustration, these must be assumed to have been shown as an indication only: the features of the goods to be delivered may differ from those shown in the sample, model, or illustration.



Article 9. Amendments to the agreement

1. If it becomes evident during the performance of the agreement that a proper execution thereof calls for amendments or supplements to the activities to be carried out, the parties will in time and by mutual agreement amend the agreement accordingly.
2. If the parties agree to amend or supplement the agreement, this may affect the target date for completion of the execution of the agreement. Polka will inform the Client accordingly as soon as possible.
3. If the amendment or supplement to the agreement has any financial and/or qualitative implications, Polka will inform the Client accordingly beforehand.
4. If a fixed price has been agreed, Polka will state to what extent this price will be exceeded as a result of the amendment or supplement.
5. In derogation of subsection 3, Polka will not have the right to charge additional costs if the amendment or supplement is the result of circumstances for which Polka can be held responsible.



Article 10. Termination of the agreement

1. Polka's claims on the Client will fall due for immediate payment if:
 - circumstances of which Polka becomes aware after the conclusion of the agreement give Polka good reason to fear that the Client will not meet its obligations;
 - the Client was requested by Polka, on conclusion of the agreement, to provide security to guarantee fulfilment of its obligations under the agreement, and no or inadequate security is provided.In the abovementioned circumstances, Polka will be entitled to suspend further performance of the agreement, or dissolve the agreement, such without prejudice to Polka's right to claim compensation.
2. Polka will be entitled, furthermore, to dissolve the agreement if circumstances arise associated with third parties and/or materials of which Polka avails itself that are of such a nature that the performance of the agreement will become impossible or disproportionately difficult or expensive to such an extent that Polka cannot reasonably be expected to honour the agreement.

Article 11. Defects; complaints

1. The Client will be required to inspect the goods delivered (or to arrange for them to be inspected) at the time of delivery or as soon as possible thereafter. The Client should examine whether the goods delivered correspond with the agreement, namely:
 - if the correct goods are delivered;
 - if the quantity (such as the number and the amount) of the goods delivered correspond with the agreement;
 - if the goods delivered correspond with the quality agreed, or – in the absence thereof – at least conform to the quality standards required in keeping with good business practice.The Client must report in writing to Polka any complaints within eight (8) days of discovery, but within fourteen (14) days of delivery at the latest.

2. If the Client lodges a complaint in good time, the Client will remain under an obligation to take delivery of and to pay the goods delivered. The Client will require Polka's prior written permission to return faulty goods.
3. If the goods delivered are modified or altered by others than Polka, complaints will be declared unfounded.
4. If the goods delivered do not conform to the agreement, Polka will at its option repair the defective part of the goods, or repay the cost price of the materials provided by or on behalf of the Client.
5. If the execution of the service agreed is no longer possible or meaningful, Polka will only be liable within the boundaries of Article 20.

Article 12. Retention of title

1. Polka will retain title to goods delivered or to be delivered, without being liable for any compensation towards the Client, if the Client fails to fulfil all obligations ensuing from the agreement concluded with Polka, or from these General Terms and Conditions.
2. Polka is not obliged to accept any alternative form of security in connection with recouping the retention of title.



Article 13. Price increase

Polka will be entitled to increase the price, even if Polka and the Client have agreed a price. Polka is entitled to pass on price increases to the Client, if Polka can demonstrate that between the time of the offer and delivery, significant price increases occurred with respect to, for instance salaries. If this price increase exceeds five per cent (5%), the Client will be entitled to dissolve the agreement.

Article 14. Payment

1. Payment must be made within fourteen (14) days of the invoice date
 - either with a legal means of payment at the office of Polka
 - or by transfer payment of the amount due to bank no. 42.07.48.709 of Polka Productions B.V. in Gouda.If the Client fails to pay within thirty (30) days of the invoice date, the Client will be in default by operation of law; the Client will in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time plus two per cent (2%). The interest over the payable amount will be calculated from the time at which the Client was held in default.
2. In the event of the Client being deceased, liquidated, declared bankrupt or granted suspension of payment, if the Client has entered into a judicial debt rescheduling, or if the Client's assets are completely or partially attached or seized by third parties, or if the Client in any other way loses the right to dispose of its assets, Polka's claims on the Client will fall due for immediate payment.
3. Payment must be made without any discount or deduction.
4. Polka is entitled to demand from the Client payment in advance of the amount due, whether or not on the basis of these General Terms and Conditions, or demand down payment if the Client collects the goods. If Polka has never before delivered goods or

services to the Client, Polka will always demand payment in advance or down payment unless otherwise agreed.

5. Payments made by the Client will first be applied to settle any outstanding interest and costs, and subsequently for those invoices that have been due for payment for the longest time, even if the Client stipulates that the payment relates to a later invoice.

Article 15. Collection costs

1. If the Client fails to meet one or more of its obligations, all extrajudicial costs incurred to obtain payment will be payable by the Client, including the costs of writing and sending demand letters, the costs of judicial intervention, and the costs of legal advice.
2. In all instances, the Client will be bound to pay Polka all judicial costs made by Polka, only if Polka and the Client instigate judicial proceedings to settle a dispute regarding an agreement governed by these General Terms and Conditions, and the final judgement is principally or fully in Polka's favour.

Article 16. Orders / communications

Polka will not be liable for misunderstandings, unclear messages, delays, or errors in the transmission of ordering data, and other communications, due to the use of the Internet or other means of communication either between the Client and Polka, or between Polka and third parties, such with regard to the relationship between the Client and Polka, unless and to the extent that these malfunctions result from intentional acts or gross negligence on the part of Polka.

Article 17. Personal data

Polka will file the data provided by the Client. These data will be used to carry out the Client's order, and for this reason only be placed at the disposal of third parties. Polka will process the Client's data in accordance with the provisions of the applicable law and regulations on personal data protection.

Article 18. Confidentiality

Both parties will be under an obligation to observe confidentiality with regard to all confidential information, including but not limited to models, drawings, designs, reports, recommendations, sketches, et cetera, which they obtained from the other party or from other sources in the context of the agreement. Information will be considered to be confidential if the other party has been informed that this is the case or if it is apparent from the nature of the information.

Article 19. Intellectual property

1. Both parties reserve the rights and powers for whom it belongs to on the basis of the Dutch Copyright Act (Auteurswet).
2. All documents provided by the parties, such as models, drawings, designs, reports, recommendations, sketches, et cetera, are exclusively intended to be used in the context of the agreement between the parties and parties may not reproduce them, publicise them or communicate them to third parties, without the prior written permission of the party who provided the documents concerned.



3. Polka furthermore reserves the right to use information received through the performance of the activities for other purposes, provided that doing so does not result in confidential information being disclosed to third parties.

Article 20. Liability

In the event of Polka being held liable, that liability will be limited to the provisions laid down in this Article:

1. If the goods delivered are modified or altered by others than Polka, Polka will not be liable.
2. Polka's liability, provided the case is covered by a liability insurance, will be limited to the amount for which Polka's insurer provides coverage in the relevant case.
3. If in any case Polka's insurer does not provide a payment or the insurance does not cover the damages, then Polka's liability will be limited to twice the amount of that part of the invoice to which the liability pertains.
4. The limitations of liability for damage laid down in these General Terms and Conditions will not apply if the damage is attributable to an intentional act or gross negligence on Polka's part or on that of its employees.
5. In no case will Polka be liable for consequential losses.



Article 21. Force majeure

1. In these General Terms and Conditions, the term 'force majeure' will be taken to mean all circumstances, which the user cannot influence, but as a result of which the user is unable to perform the agreement. This will include (in the case and to the extent that these circumstances unreasonably hamper or prevent the performance of the agreement): strikes at other than Polka's companies; unofficial strikes or political strikes at Polka's company; a general shortage of the requisite raw materials and other goods or services needed to render the agreed performance; unforeseeable delays at the suppliers or other third parties on which Polka depends, and general transportation problems.
2. Polka will also be entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after Polka should have met its obligations.
3. Polka will suspend its obligations to deliver and other obligations during the period of force majeure. If the period of force majeure lasts for longer than ninety (90) days either party will be entitled to dissolve the agreement without being obliged to pay any compensation for damages to the other party.
4. If Polka has already partly met or will partly meet its obligations when the period of force majeure begins, Polka reserves the right to separately invoice the obligations already complied with or to be complied with, only if independent value can be attached to the obligations complied with or to be complied with. The Client is obliged to pay that invoice as though it were a separate contract.

Article 22. Dispute resolution

In deviation of statutory rules regarding the competence of the civil court, any disputes between the Client and Polka will be adjudicated by the court of competent jurisdiction in The Hague, the Netherlands. Nevertheless, Polka will be entitled to summon the Client to appear before the court competent according to the law or the applicable international convention.

Article 23. Applicable law

All agreements between Polka and the Client will be governed by the laws of the Netherlands.

Article 24. Amendments to the General Terms and Conditions

Polka reserves the right to change or amend these General Terms and Conditions. These changes or amendments will come into effect on the announced date of commencement. Polka will send the amended or changed General Terms and Conditions to the Client in time. If no date of commencement is announced, the amended or changed General Terms and Conditions will apply to the Client from the moment the Client is informed of the changes or amendments.



Disclaimer:

These General Terms and Conditions are a full translation of the Dutch version of the Algemene Voorwaarden. In the event of any disputes on the interpretation of any of the provisions of these General Terms and Conditions, the Dutch text will prevail.