

HANDELMAATSCHAPPIJ G.J.A. VROMANS B.V.

HOGHE STEENWEG 27 5175 AG LOON OP ZAND HOLLAND
TEL. (0031) 416-361245

TERMS AND CONDITIONS OF SALE DEPOSITED AT THE C.O.C. (no. 18115716)

GENERAL

- 1 All quotations made by the seller and all orders accepted by the seller are made or accepted subject to these terms and conditions alone, notwithstanding any terms and conditions by the buyer.
- 2 Where an order is accepted without a specific of colour or any other necessary details to enable the seller to fulfil the order it shall be an obligation of the buyer to supply such necessary details within three months of the seller's acceptance and if the buyer fails to supply such details within that period the seller shall be entitled to cancel the contract. The seller shall also be entitled (whether or not the foregoing entitlement to cancel the contract exercised) to recover from the buyer any loss and additional expense incurred by the seller as a result of the buyer's failure to supply such details timeously.

FORCE MAJEURE

- 3 If the seller is delayed or hindered or prevented from performing any one of its obligations hereunder by circumstances outwith its control the seller shall be relieved of liability to the buyer.
- 4 Any time or date named by the seller for delivery is given and intended as the seller's best estimate but the seller shall not be liable to the buyer for any delay in delivery beyond such time or date. The seller will use its best endeavours to keep the buyer advised of any likely delay in delivery.

DELIVERY

- 5 The buyer shall be obliged to take delivery of goods tendered by the seller within the period named in the seller's acknowledgement of order.

LOSS OR DAMAGE TO GOODS

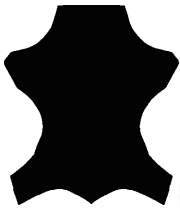
- 6 The seller shall not be liable for any loss or non-delivery of goods or for any damage to goods during transit unless the buyer notifies the carrier and the seller in writing of such occurrence within a period of seven days from the expected date of delivery.

TITLE AND RISK

- 7 Notwithstanding any agreed terms of payment, the goods are sold on condition that the ownership thereof shall not pass to the buyer until they are paid in full. If payment for the goods is overdue in whole or in part, the seller shall be at liberty, in its sole discretion and without prejudice to any of its other rights, to cancel the contract and recover possession of the goods, with all necessary powers of entry for this purpose to any premises where the goods maybe. The seller shall also be entitled to recover damages from the buyer in respect of all losses and expenses suffered as a result of the buyer failing to complete the contract and the seller shall be entitled to retain against the said damages any sums which may have been paid by the buyer. The risk in the goods shall pass to the buyer shall keep all the goods fully insured from the moment of delivery until the goods are paid for in full.

SPECIFICATIONS AND CLAIMS

- 8 The goods are supplied in accordance with the specification of the contract and any alterations thereto shall in the discretion of the seller be subject to an additional charge. In the case of quality non correspondence with description or sample no claim will be accepted unless made within seven days of receipt of the leather and before it is cut or put into use. The original bundle(s) must be retained intact for inspection by the seller. No measurement claim will be considered unless supported by a certificate of the Northampton Chamber of Commerce Check Measurement Service based on the pinwheel measuring machine and in accordance with the International Council of Tanners Measurement Code.



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WARANTIES

9 Where the seller is in breach of any conditions implied in terms of sections 13, 14 and 15 of the Sales of Goods Act 1979, liability of the seller to the buyer shall be limited to (at the option of the seller) either refunding to the buyer the purchase price of the goods or replacing the goods in respect of which the seller has liability and in no circumstances shall the seller be liable for any consequential loss or damage sustained by the purchaser whether due to negligence of the seller or in any other way attributable to the supply of the goods by the seller pursuant in the contract. If the seller will make an allowance of effect a replacement in respect of the goods.

GENERAL

10 Where goods are sold F.O.B. the seller shall not be under any obligation to give the notice specified in section 32(3) of the –Sale of

Goods Act 1979 where goods are sold C.I.F. the buyer shall not be entitled to reject the goods.

INDULGENCE

11 Any waiver of the seller of its rights hereunder shall not be deemed to be a waiver of the seller's rights in respect of any other transaction.

LIEN

12 In Addition to any rights of lien which the seller may be entitled to, the seller shall (in the event of the buyers insolvency) be entitled to a general lien on all goods of the buyers in the seller's possession (although such goods or some of them may have been paid for) for the unpaid price of any goods sold or delivered to the buyer by the seller under the same or any other contract.

DETERMINATION

13 If the buyer shall make default in or commit any breach of his obligation to the seller or if the buyer shall appear to be unable to pay its debts or if the buyer becomes notour bankrupt or being a company has a receiver appointed of any of its assets or passes a resolution or has petition presented for its winding up, the seller have the right forthwith to determine any contract then subsisting by notice to the buyer without prejudice to any claim or right the seller might otherwise have.

ARBITRATION

14 Any dispute under the contract shall be referred to an arbiter to be appointed by the parties.

LAW OF CONTRACT

15 The contract shall be governed by and constructed in accordance with the Law of the Netherlands.