

Terms and conditions for the sale of Stanley & Stella products

1. GENERAL

- 1.1. Any order of products placed with the Stanley and Stella SA company ('Stanley & Stella') is exclusively governed by the terms and conditions hereunder. As a result, the placing of an order implies the full and unconditional acceptance by the client of these terms and conditions. No derogation from them may be taken into account unless it is the subject-matter of a written agreement emanating from Stanley & Stella. These terms and conditions prevail over any and all terms provided for in the documents of the client.
- 1.2. Stanley & Stella reserves the right to modify these terms and conditions. They shall be applicable to any order placed by the client after communication to the latter of the modified terms and conditions.
- 1.3. Stanley & Stella offers its clients blank products as presented in its catalogue (hereinafter 'Blank Products') but also decorated products appearing in its catalogue (hereinafter 'Decorated Products') and products that are made to order (hereinafter 'MTO Products'). The Decorated Products and MTO Products are collectively referred to as 'Customised Products'.

2. QUOTE and (PRE-PRODUCTION) SAMPLE FOR CUSTOMISED PRODUCTS

- 2.1. Any order of Customised Products must be the subject-matter of a preliminary quote issued by Stanley & Stella. This quote bears a reference number that will be included in all subsequent communications between parties. The attributes, specifications and quality of the products covered by the quote that have not been expressly agreed upon (typeface and colours of the decoration, layout, products, etc.) are freely chosen by Stanley & Stella.
- 2.2. For Decorated Products, Stanley & Stella will provide the client with a pre-production sample of the artwork on the basis of which the parties will determine together all the specifications of the Decorated Product that the client wishes to order.
- 2.3. For MTO Products, Stanley & Stella will provide the client with one or more samples on the basis of which the parties will determine all the specifications of the MTO Product that the client wishes to order. These specifications will be detailed in a document entitled 'Technical Specifications', which will notably refer to the sample chosen ('Reference Sample'). The client may provide comments or annotations on certain aspects of the Reference Sample (colours, accessories, printing, etc.) insofar as they are expressed in a clear and measurable manner. These modifications/annotations shall in turn be included in the Technical Specifications of the MTO Product as deviating from the Reference Sample.
- 2.4. The quote serves the purpose of providing the client with a first estimate of the price (VAT excluded) of the Customised Product ordered, on the basis of the Technical Specifications and estimated development and production costs where applicable. Expenses for samples, trials, product and/or clichés and photographs of the Customised Products as well as associated expenses (e.g. transport cost) will be invoiced to the client.

3. ORDER OF PRODUCTS – ENTERING INTO THE AGREEMENT

- 3.1. The Stanley & Stella product catalogue and product descriptions do not constitute an offer as such. It is therefore not sufficient to fill in the order form for the sales contract to be entered into.
- 3.2. Stanley & Stella reserves the right to refuse an order, notably when the information communicated by the client upon the submitting of its order appears to be incorrect, incomplete or obsolete. Stanley & Stella is under no obligation to indicate to the client the reasons that justified its refusal.
- 3.3. The sale shall only be definitely entered into upon receipt by the client of the Order Confirmation from Stanley & Stella (Order Confirmation). For Decorated Products, the acceptance by Stanley & Stella of the pre-production sample, duly signed by the client, shall serve as Order Confirmation. For MTO Products, the acceptance by Stanley & Stella of the Technical Specifications approved by the client shall serve as Order Confirmation.
- 3.4. The Order Confirmation shall notably indicate:
 - 3.4.1. the price applicable to the quantities ordered;
 - 3.4.2. the full description of the products ordered, including the Technical Specifications where applicable, references to the Reference Sample, including any possible modifications/annotations that have been approved by Stanley & Stella;
 - 3.4.3. delivery time;
 - 3.4.4. payment methods.
- 3.5. For Customised Products, the client accepts that the prices indicated in the Order Confirmation may be different from the prices initially mentioned in the quote, notably in the case where essential elements of the quote have been modified (e.g. quantities ordered, technical requirements, delivery time, etc.).
- 3.6. Once the Order Confirmation has been sent by Stanley & Stella, no further modification to the products ordered may be requested. Should Stanley & Stella exceptionally accept such modification after dispatch of the Order Confirmation, a new order – cancelling the previous one – shall have to be placed by the client, after a new quote where applicable. Stanley & Stella shall be entitled to claim reimbursement by the client of expenses incurred as a result of cancellation of the initial order.
- 3.7. For Customised Products, the client expressly acknowledges the fact that production launch will only occur once Stanley & Stella has received:
 - the down payment provided for in Article 11 of these terms and conditions;
 - a possible bank guarantee for payment of the balance, duly filled in and in accordance with Article 11 of these terms and conditions.

4. DESCRIPTION OF THE GOODS TO BE DELIVERED

- 4.1. The characteristics of the products delivered are those referred to in the Order Confirmation. The size, weight, shades, percentages, colours, etc. indicated in the Order Confirmation will be implemented as scrupulously as possible by Stanley & Stella, nevertheless subject to ordinary tolerance regarding ordinary deviations. As regards quantity, it is expressly agreed upon that Stanley & Stella will be authorised to deliver up to approximately 10% more or less than the ordered quantity, to invoice such delivered quantity and be paid as a consequence. In the case of Customised Products that require complicated or rather elaborated finishing, this tolerance is set at 20%. Differences relating to size, weight, quantity, shades, percentages, colours, etc. that fall within these tolerance thresholds do not bring into question the legal validity of the order and do not entitle the client to cancellation of the contract, withholding of payment, price reductions, indemnities, refusal of the products at Stanley & Stella's expense.
- 4.2. After having informed the client thereof, Stanley & Stella will have the right to slightly modify the specifications of the products to be delivered if, for reasons beyond its control, such as the interruption of supplies by the manufacturer, a delivery in full compliance with the order should become impossible.
- 4.3. The quality norms applied to the Products in the catalogue, whether Decorated or Blank, and to the MTO Products are compliant with the international standardised quality norms for the production of clothing accepted by Stanley & Stella and are placed in annex to the Technical Specifications for MTO Products.

5. SALES PRICE

The applicable sales prices are those indicated in the Order Confirmation. Unless otherwise provided, they are indicated in EURO, VAT excluded and do not include delivery cost.

6. DELIVERY

- 6.1. Delivery times provided are indicative. A delay in delivery cannot ever give rise to any possible penalties or indemnities on Stanley & Stella's part or justify the cancellation of the order by the client.
- 6.2. Stanley & Stella is entitled to refuse one or several deliveries or even new orders should the client fail to comply with one or more of the obligations it has vis-à-vis Stanley & Stella (for instance its obligation of payment), irrespective of the reason for such non-compliance. Under no circumstances shall Stanley & Stella be required to stock an item or re-take the stock of Stanley & Stella products of the client.
- 6.3. Unless otherwise explicitly agreed upon between the parties, the delivery of Blank and Decorated Products occurs at the factory (Ex Works) and that of MTO Products occurs at the client's address (DDP= Delivery Duty Paid).
- 6.4. Transport costs borne by the client are indicated in the Order Confirmation. When the products ordered have to be delivered in a country other than Belgium, the client is considered as the importer and shall in this capacity have to comply with the laws and regulations in force in the country in which it takes delivery of the products.

7. RETENTION OF TITLE

- 7.1. Products delivered in performance of an order remain the property of Stanley & Stella until payment in full of the price, not only of those products, but of all products sold and delivered to the client by Stanley & Stella and whose price has not yet been paid in full.
- 7.2. By price, one means the price invoiced by Stanley & Stella, including costs notably of transport pertaining to the sale and VAT as well as possible default interest and indemnities due as a result of late or non-performance of the contract.
- 7.3. In the event of non-payment by the client by the contractual deadline, and without prejudice to the other rights to which it is entitled by contract or law, Stanley & Stella may (but is not required to) demand return of the products, at the client's expense and risk. Products in stock are presumed to be those that are unpaid. In any event, the parties agree that the Stanley & Stella products are fungible property enabling Stanley & Stella to enforce its retention of title clause with respect to all goods similar to the unpaid ones and that are in stock on the clients' premises.
- 7.4. The client shall owe a marking-down indemnity set at 12% of the price of the products per month of possession from delivery until return of the goods. This indemnity will be set off against possible down payments.
- 7.5. Without prejudice to the above, the client assigns to Stanley & Stella the right to recover any debt owed to the client as a result of resale, on credit, of the products whose purchase price has not yet been paid to Stanley & Stella at the time of such resale. To enable the enforcement of this assignment by notification to the transferred debtor, the client authorises Stanley & Stella to examine its account books, invoice registers, order books and other relevant administrative, financial and accounting documents.

8. TRANSFER OF RISK

- 8.1. The risk of partial or total loss of or damage to the products is transferred to the client on the day where the goods are placed at its disposal, whether the client takes delivery thereof or not.

9. CLAIMS

- 9.1. The client is required to check or obtain verification of the products delivered at the time of taking of delivery. Claims are to reach Stanley & Stella, by registered letter, within 3 calendar days from the date of taking of possession of the products, whether by the client or a third party. Beyond this timeframe, the products shall be deemed to be accepted by the client.
- 9.2. Under no circumstance may a claim be invoked in order to delay payment of the invoice. Stanley & Stella will only take delivery of a return of products after prior written request and written consent thereto by Stanley & Stella. Expenses for a return of goods organised by the client without the prior written consent of Stanley & Stella shall never be taken into account by the latter.
- 9.3. Any claim concerning the invoice must be made by registered letter within 8 calendar days after the date of invoicing, failing which the invoice will be deemed to be accepted.

10. LIABILITY

- 10.1. If Stanley & Stella recognises the defective nature of one of its products, such product shall be replaced by a similar product of the same value. If such replacement should appear to be impossible, Stanley & Stella will reimburse the client for the defective product as soon as possible. In no event shall Stanley & Stella's liability exceed or go beyond this replacement/reimbursement. Stanley & Stella shall notably have no liability with respect to indirect loss or damage of any nature whatsoever. Differences in size, shade, colour and finishing are expressly tolerated in the light of the nature and composition of the products and their production in large quantities. Under no circumstance shall a product be replaced if the defect appears in 5% or less of the total number of products covered by the order.
- 10.2. Products transformed by the client or a third party shall under no circumstance be replaced or reimbursed. The client acknowledges that, unless expressly agreed in writing by Stanley & Stella, it cannot remove Stanley & Stella distinguishing marks from the products, such as for instance the labels of the products bearing one of the Stanley & Stella distinguishing marks (trade marks, size label, etc.).

11. TERMS OF PAYMENT

- 11.1. Unless otherwise indicated on the invoice, invoices are payable in cash, without discount, upon the taking of delivery. The invoice on which a discount for cash payment has been deducted is to be paid by the due date indicated on the document. In the event of payment of the invoice by the client with a delay of more than 6 calendar days after such date, Stanley & Stella reserves the right to re-invoice the client for all or part of the discount unduly deducted on the basis of the number of days of delay compared to the effective due date or to set a new due date to 30 days after the date of invoicing. In the latter case, Stanley & Stella shall re-invoice the client for the whole of the discount unduly deducted.
- 11.2. Unless otherwise agreed upon in writing between the parties, the Customised Products shall be invoiced in accordance with the following schedule:
 - a down payment upon dispatch by Stanley & Stella of the Order Confirmation;
 - the balance upon delivery of the Customised Products.As a guarantee of payment of the balance of the order, Stanley & Stella shall be entitled to request a bank guarantee from the client.
- 11.3. The client expressly acknowledges the fact that production launch of a Customised Product will only occur once Stanley & Stella has received:
 - the down payment
 - a possible bank guarantee for payment of the balance, duly filled in.Consequently, any delay in payment of the down payment and/or in the communication of the aforementioned guarantee shall automatically entail a delay in the delivery of the products ordered that is not attributable to Stanley & Stella.

12. DELAY IN PAYMENT

- 12.1. In case of delay in payment, the client shall owe Stanley & Stella, automatically and without prior notice, late payment interest at a rate of 8% per annum as from the due date of the invoice, to be increased with a lump sum indemnity of 10%, with a minimum of 60 EUR, for administrative expenses.
- 12.2. Non-payment by the due date of a single invoice will automatically render all other invoices immediately payable, whether they are due or not. Stanley & Stella shall be entitled to request payment guarantees at any time. In the absence of receipt of the guarantees indicated, Stanley & Stella shall be entitled to delay delivery of the pending orders or to cancel them. All direct or indirect expenses linked to non-compliance with the term for payment, such as for instance additional delivery costs, will be borne by the client.
- 12.3. Independently of the interest and indemnities referred to above, any cheque that a financial institution refuses to cash will automatically give rise to an indemnity of 30 EUR, and any draft that remains unpaid on the due date will automatically give rise to an indemnity of 55 EUR. Unless otherwise agreed upon between the parties, bank transfer expenses are borne by the client.

13. FORCE MAJEURE – EXONERATION

- 13.1. The term of delivery of the products is extended by a period corresponding to the period during which Stanley & Stella is prevented from complying with its obligations due to force majeure.
- 13.2. Force majeure is any event beyond the reasonable control of Stanley & Stella and that influences performance of its obligations, including, but not limited to, natural disasters, riots, war and military operations, national or local emergency situations, acts or omissions by public authorities, commercial disputes of any nature whatsoever, worker actions, fire, floods, lightning, explosions, breakdown/collapse as well as any act or omission by a person or entity that is beyond the reasonable control of Stanley & Stella, notably by third parties from which it obtains its supplies.
- 13.3. If the delivery time of the products is delayed by more than 6 weeks as a result of a force majeure event, both Stanley & Stella and the client shall have the possibility of cancelling the order, in whole or in part, without the client being entitled in any way to any indemnity. Stanley & Stella will nevertheless be entitled to compensation for expenses incurred, including product development costs where applicable (MTO Product).
- 13.4. In the event of the occurrence of unforeseen circumstances during performance of the order, Stanley & Stella may request an extension of the term of performance and/or a revision of the order, including one of the prices set, if said circumstances render performance of the order, in whole or in part, more difficult and/or more expensive. Where applicable, the parties shall meet to discuss in good faith the adjustments to be made to the order for it to remain advantageous for both parties.

14. CANCELLATION OF THE ORDER

- 14.1. Any cancellation of an order by the client must be made in writing. In the case of cancellation of an order not justified by a force majeure event (see above), the client shall owe a lump-sum indemnity equal to:
 - for Blank Products: 20% of the total amount of the order, increased with transport costs incurred by Stanley & Stella;
 - for Customised Products: if cancellation occurs prior to production launch of the Customised Product: the amount of the down payment and in any event 30% of the total amount of the order; if cancellation occurs after production of the Customised Product has launched: 100% of the total amount of the order.
- 14.2. Subject to written notice to the client, Stanley & Stella shall be entitled to cancel the order if the client remains in breach, by the end of the relevant term, of (i) payment of the down payment and/or (ii) communication of the bank guarantee for payment of the balance. In such case, Stanley & Stella shall be entitled to claim payment by the client of the lump-sum indemnity provided for under Article 14.1, without prejudice to the right to claim a greater indemnity for the actual damage or loss that it proves it has incurred.

15. INTELLECTUAL PROPERTY – ILLUSTRATIONS

- 15.1. Notwithstanding any provision to the contrary, each and every element that is protected, developed, created or acquired by Stanley & Stella prior to the making of the Customised Products or that Stanley & Stella will create or acquire upon the making of the Customised Products or in any other manner whatsoever is and shall remain the exclusive property of Stanley & Stella.
- 15.2. Stanley & Stella undertakes to remove or anonymise any information or data relating to the client before reusing any element that is protected, created or acquired at the occasion of the making of the Customised Products.
- 15.3. The client freely chooses the illustrations/distinguishing marks that it wishes to see featured on the MTO Product. It has sole responsibility for such choice and warrants that these illustrations/distinguishing marks:
 - 15.3.1. – do not infringe upon rights belong to third parties;
 - 15.3.2. – are not in contradiction with the Stanley & Stella values (sustainability and quality);
 - 15.3.3. – do not have any false or misleading content;
 - 15.3.4. – do not contain any elements that are contrary to public policy (ordre public) and morality;
 - 15.3.5. – do not violate any applicable legal or regulatory provision.
- 15.4. Stanley & Stella shall be entitled to refuse to include on the Customised Products any illustrations/distinguishing marks that do not meet the aforementioned requirements.
- 15.5. The client undertakes to fully indemnify Stanley & Stella for any and all expenses and indemnities whatsoever (including lawyers' fees) at its expense and resulting from complaints and/or proceedings filed by third parties on grounds of infringement of their intellectual property rights or of their rights of personal portrayal and/or on grounds of damage/loss caused to them by non-compliance by the client of the aforementioned requirements.

16. APPLICABLE LAW AND JURISDICTION

- 16.1. These terms and conditions and the contracts to which they apply are exclusively governed by Belgian law, with the exception of private international law rules and of the Vienna Convention on the international sale of goods.
- 16.2. The courts of Brussels shall have exclusive jurisdiction over any dispute between the parties with respect to these terms and conditions and to the contracts to which they apply. Stanley & Stella shall nevertheless have the right to apply to another court if it deems so appropriate.
- 16.3. Where applicable, the clause on applicable law and jurisdiction indicated in the framework contract entered into between Stanley & Stella and the client shall prevail over this clause as regards the interpretation, performance and termination of such framework contract.