

“TERMS AND CONDITIONS OF SALES FOR ORTHOGONAL CLOTHING TEXTILES”

LEGAL SECTION

1. Definitions

“Textiles” mean orthogonal finished fabrics made of :

- cotton;
- wool;
- linen;
- silk;

Any references to a particular application shall be specified each time.

“Buyer” shall mean the garment maker.

“Seller” shall mean the weaving company.

“Parties” shall mean “Buyer” and “Seller” jointly.

2. Negotiation and Finalizing Purchase Orders

Under article 1326 of the Italian Civil Code, the Purchase Order is a contract proposal (purchase offer). In the event a Purchase Order is submitted to the Seller’s agents or employees, the Purchase Order shall not become binding unless accepted in writing, also by facsimile or e-mail (better if certified), by the Seller.

Unless otherwise agreed between the Parties, the Purchase Order shall be deemed accepted within 10 (ten) days from receipt. The contract is formed when accepted by Seller’s acknowledgment.

Any modifications after the formation of the contract shall be agreed in writing by the Parties.

Failure to accept the purchase offer within 10 (ten) days or within the term otherwise agreed by the Parties, shall void the purchase offer, and any late acceptance shall not become binding for the Buyer unless the Buyer has assented to it.

3. Calculating Time Limits

Time limits are calculated according to the common calendar except for otherwise agreed upon for individual items.

Time limits expiring on a Saturday or Bank Holiday as provided by law, are postponed to the next following working weekday.

Intimations or warnings to abide shall run from the date of receipt.

4. Standard piece

Sales are always based on the standard fabric piece the Seller delivers to the Buyer.

The Seller must deliver to the Buyer the standard piece always accompanied by the technical data sheet of the item printed on the company letterhead paper¹ with date of issuance and/or revision.

The Buyer will use the standard piece to carry out all the tests so as to verify its compliance with the requirements for the intended use.

The same standard piece and relevant technical data sheet of the item shall be used as reference for the subsequent deliveries as far as appearance, handle, colour variation and final results for the intended use are concerned.

Possible deviations from said standard must be agreed between Seller and Buyer.

The above characteristics are deemed to refer to the standard piece provided it did not undergo additional treatments.

The Buyer is supposed to previously inform the Seller of any matches of fabrics/designs/colours differing in weight and/or composition with each other.

¹ See technical data sheet form attached to the Technical Part of this Standard Agreement .