

General Terms and Conditions of Wi-Care B.V., Rijnstraat 24, 4191 CL Geldermalsen (NL)

Definitions

In these general conditions the following definitions apply:

- A. Wi-Care: Wi-Care B.V. as the user of these General Terms and Conditions;
- B. Items: products of Wi-Care;
- C. Other Party: any legal entity or natural person which/who has entered or wants to enter into an agreement with Wi-Care to which these General Terms and Conditions are declared applicable.

General Terms and Conditions

- 1. These General Terms and Conditions apply to all offers of, agreements with, delivery of Items and activities carried out by Wi-Care.
- 2. By entering into an agreement with Wi-Care, the Other Party waives any conditions it applies itself.
- 3. All quotations and offers made by Wi-Care are without any obligation.
- 4. Tailored clothing is manufactured on the basis of the measurements taken by Wi-Care as well as according to the details and instructions provided by the Other Party.
- 5. Wi-Care's prices are expressed in euros and are excluding VAT, dispatch and packaging costs and government levies, unless otherwise indicated.
- 6. From the moment of delivery onwards the Items will be at the expense and risk of the Other Party.
- 7. Delivery periods specified by Wi-Care are always indicative. Overrunning these periods will never entitle the Other Party to compensation or dissolution of the agreement.
- 8. Before putting the delivered Items into use the Other Party is obliged to take note of the instructions etc.
- 9. If there is an attributable failure on the part of Wi-Care, Wi-Care's liability will be limited to replacement or repair of the Items, all this at Wi-Care's discretion.

- 10. Slight deviations in colour, size, quantity and quality, insofar as reasonably unavoidable, do not entitle the counterparty to submit a complaint.
- 11. Complaints with regard to visible defects must be submitted to Wi-Care in writing, which includes via e-mail, within seven days after receipt of the Items.
- 12. In the event that defects cannot be easily established, complaints must have been submitted to Wi-Care in writing, which includes via e-mail, at the latest within six months after delivery.
- 13. Wi-Care grants a warranty on the Items it has delivered for a period of six months from the date of delivery. The warranty conditions are included in a separate certificate.
- 14. Wi-Care is not liable for loss suffered and to be suffered by the Other Party unless explicitly otherwise provided for in these General Terms and Conditions.
- 15. Wi-Care is liable for loss suffered and to be suffered by the Counter Party if and insofar as there is intention or gross negligence on the part of Wi-Care. Wi-Care's liability for loss will in that case be limited to personal injury and property damage. Compensation for this loss takes place insofar as Wi-Care's liability insurance offers cover for this. If there is no insurance cover for any reason whatsoever and it is legally an established fact that Wi-Care is liable for the loss meant in this Clause, Wi-Care's liability will be limited to a maximum of three times the invoice value of the Item/Items delivered by Wi-Care to which the liability relates.
- 16. Wi-Care will never be liable for indirect loss including for instance consequential loss, trading loss and loss as a result of inaccurate use of the Items.
- 17. Payment must take place within 30 days after the invoice date.
- 18. All Items delivered remain the property of Wi-Care until full payment has taken place.
- 19. Trade names, marks, trademarks, images, patterns, designs and sketches are copyright protected and can only be used by Wi-Care.

- 20. All agreements entered into by Wi-Care with the Other Party are exclusively governed by Dutch law.
- 21. Any disputes between Wi-Care and the Other Party are to be exclusively settled by the competent Dutch court in the jurisdiction where Wi-Care is established.

Geldermalsen (NL), December 2013