

GENERAL CONDITIONS OF SALE MICROTEX COTTON CLUB S.R.L.

1. Confirmation of order

The order is accepted only after issuance by the Supplier of the order confirmation with the indication of the expected delivery date, agreed between the parties within 10 calendar days of receipt of the order.

2. Sample roll Sales to the Customer are carried out on "sample type", taking as sample reference sample cuts and / or sample rolls. On this type of sample the customer will carry out all the necessary tests to verify the suitability according to the intended use. The same type of sample will be used as reference to the subsequent supplies as regards the appearance, the hand, the color of the variant and the behaviour to which it is intended with the normal tolerances in use. All this with the exception of the changes agreed between Customer and Supplier. The above characteristics refer to the sample roll that has not undergone further processing, in the absence of a technical data sheet. On the Client's side, it is essential to inform the Supplier in advance of any coordination of fabrics/designs/ colors that differ according to weight and / or composition.

3. Technical sheet For all the articles, at the first dispatch of samples, rolls and / or supplies, a basic technical sheet will always be attached. In the technical sheet will be stated, aside from name and code of the article, the composition with a tolerance of +/- 3%. Only the articles with a 100% composition will be excluded. Any subsequent changes to the articles must always be communicated in writing by the Supplier. The customer, having read the technical sheet in all its parts, will decide whether to use the proposed article or not according to the use he envisages. Further elements, definable through further tests, which are analysis and not included in the technical data sheet, if requested by the Customer, will be supplied with the charge of the expenses incurred for the related analysis.

4. Lengths of the pieces Measurements of the length of the pieces must be done out before any work has been carried out (vaporizing, decatizing, etc.) and without having cut the fabric for laboratory tests or other purpose. Contrary to 30/50 cm. Cut must be recognized to the Supplier. A tolerance of -2% is allowed, excluding elasticized in the chain which will have a -6% tolerance. In case of dispute the measurement must be carried out on a flat table and in the absence of tension as described in appendix A of the UNI EN 1773: 1998 standard (Fabrics: determination of height and length).

5. Tolerance on the quantities supplied The tolerances allowed in the supply of each order for each quantity and variant / color are as follows: - up to 300mt: +/- 1/2 piece (25mt) - from 301 to 1000: +/- 5% - from 1001 to 5000: +/- 3% - over: +/- 2%

6. Width of the fabric For the width of the fabric we will refer to what is indicated in the technical sheet for each individual item. Width measurement will take place on the fabric that has not undergone further treatment unless otherwise agreed between Customer and Supplier. The useful width is the portion of the fabric between the selvages excluding any copperuse holes. In case of dispute the measurement must be carried out on a flat table and in the absence of tension as described in appendix A of the UNI EN 1773: 1998 standard (Fabrics: determination of width and length). If the width is less than the declared useful width, a tolerance of up to -2% must be taken into account.

7. Weight of the fabric The weight of the fabric is expressed in grams and refers to the finished product, with a tolerance of -5 / + 5% per square meter compared to what stated in the technical data sheet.

8. Color variation for: center-selvage, head-tail, disunitet / halftone The evaluation of uniformity will be performed on the piece and the relative hose, by a qualified person, under illuminant D65, unless otherwise has been agreed between the parties. It is understood that the evaluation of changing colors must be performed visually due to the non-reliability of the instrumental measurements. By selvage center we mean: a) The difference between the center and the two selvages; b) The difference between a selvage and the other; c) The difference in degradé between a selvage and the other. In the case of visual revaluation, the color differences should not be higher than index 4 in the scale of greys, admitting a gap of half a point for subjective reading. In the case of an instrumental revaluation the color differences measured with a spectrophotometer for all the joined fabrics (piece dyed or yarn dyed), the technical data sheet per article applies. For the fabrics that have a special finishing treatments, the values shown in the appropriately integrated technical data sheet and relative "known characteristics" are valid. With the head-tail we mean the difference in color between the center of the head and tail hose.

9. Defects of the fabrics Visible defects are those that may be relevant on the fabric as delivered and which are detrimental to the finished garment. Are considered hidden defects, or not visible, those that may be notice only with scientific equipment, or those that appear during, or after, the normal packaging operations or during the use of the garment.

10. Wire transfers All defects, whatever their size, must always be reported. Following is the procedure to manage the fabric defect: Definition of defect:
- small: a defect that has a radius of no more than 10cm, or a weft stop. - medium: a chain defect bigger than 10 cm, but not exceeding 50 cm. - large: a defect whose chain size is bigger than 50cm (continuous defect). The "large" defects must be completely reclaimed.

11. Complaint Specifically for visible defects, since all our pieces are controlled by specialized and certified centres (Co.te.co, Co.de.tex, Vichi Focus) and accompanied by mapping and certification of suitability for cutting, the Supplier's responsibility is limited to the original goods, which have not been cut or which have not undergone further processing (for example vaporizing, decatizing, etc.), if no different agreements have been agreed. Any complaint for visible defects must be communicated in writing by PEC within 10 working days from receipt of the goods. The disputed pieces must be accompanied by the original tags. The responsibilities of the seller are however limited to the goods in their original state and in any case the possible compensation for damages to the seller cannot exceed the value of the goods.

12. Return of goods The returned piece due to defects must be authorized by the Supplier in writing by PEC within 10 calendar days from the report, after ascertaining the validity of the claim, when requested by the Supplier. Returns agreed for defects travel at the expense of the Supplier by courier indicated by him. The piece made must be rolled up, with due diligence, in the conditions of supply, protected by appropriate packaging, with the face-side of the fabric inside the roll. The identification messages of the defect will be present in selvedge on the returned items, if the reason given is the defect detected during the check by the Customer. If the pieces cannot be immediately replaced or reworked in a very short time (15 days in addition to transport) the customer can refuse them. The substitute goods travel at the expense of the Supplier. If the fabrics returned are damaged due to a clumsy packing operation, the customer is obliged to respond to the damage to the Supplier. This rule also applies to the normal delivery of pieces from the Supplier to the Customer.

13. Terms and methods of delivery The delivery date is the agreed date which is indicated on the order confirmation ex mill, with a tolerance of 20 calendar days, after which the parties will agree a move or other actions. In case of delivery delays the supplier must give urgent communication to the customer. The delivery date for the orders with the customer's request for sending sample for quality approval (hand, appearance and color) during the production process, will imply in the postponement of this date, without penalty, if not approved within 5 days from sample shipment. Tests concerning narrowings, color fastness and GB will be reliable only and exclusively on the fabric taken from the goods ready for delivery. Delays in deliveries due to force majeure not attributable to the company (trade union action, bad weather, property damage, etc.), cannot bring cancellations, returns or claims for damages. The piece delivered must be protected by appropriate packaging, with the face-side of the fabric inside the roll.

14. Cancellations The Customer's request for cancellations of orders or greige commitments and the damages deriving from it will be assessed by the Supplier according to the progress of the processing and the possibility of relocating the fabric in question. In case of cancellations of exclusive orders, the costs incurred for the realization of the product (panels, cylinders and systems for jacquard designs) will be charged to the Customer. The customer will also have to pick up the fabric already produced.

15. Conditions of payment The payment conditions are those agreed between the parties and indicated on each order and relative order confirmation. Payment must always be made at the Supplier's premises, unless otherwise agreed. Failure to pay on expiry will result in loss of the right to any discount agreed. If the customer had defaulted in relation to the payment of an invoice or payment installment, after a clarification with the Customer, the Supplier will be authorized, unless otherwise agreed, to suspend the execution of any other order until the full payment of the debt, without the need for a formal notice. Any disputes entitle the client to suspend payments limited to the disputed amounts. If, after the order, our company credits Euler Hermes SIAC revokes and / or reduces the credit granted to the customer, the Supplier may request the modification of the payment conditions of the goods being supplied.

16. Validity of price lists Possible specifications of the purchasing companies, must reach us at the time of the request for sampling or quotation, so that they are screened according to the product in question and possibly discussed. When choosing the items, the Supplier must inform the Customer of the prices (sample and production) with the relative minimum quantities per item / variant and the related expiry date.

17. Disputes If after several attempts to reconcile the parties are not successful, the Court of Prato will be exclusively competent for any dispute. The Supplier will have the right to act at the Customer's competent Court.

The official text of these terms and conditions of sale is the one in Italian which will prevail in case of divergence with the corresponding translations in a foreign language

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