



**Terms and Conditions
for
Milledoux ApS**

These Terms and Conditions are valid for all orders and agreements with Milledoux ApS ("Milledoux"), Vintervej 16, DK-2920 Charlottenlund, Denmark, company registration number: 36 43 07 37, unless otherwise agreed in writing.

1. Acceptance of Order

All orders are accepted subject to force majeure and failure from raw material suppliers. All orders containing Liberty fabric are conditioned upon Liberty fabric being available to Milledoux.

A binding contract of sale is only concluded when Milledoux has sent a written order confirmation and the deposit is paid by the customer. The customer is entitled to cancel an order for up to 8 days after placing the order. Milledoux is entitled to refuse an order if it does not meet the minimum terms for orders, or if Milledoux discovers that the customer does not comply with Milledoux' standards.

2. Terms of Delivery

All goods are delivered in accordance with the ICC's Incoterms 2010 DDP within the EU and DAP outside EU, however a shipping and handling fee will be invoiced, unless otherwise agreed in writing and confirmed in the order confirmation.

3. Minimum Terms

The customer shall as a minimum place an order in the amount of EUR 350.

The customer shall at least order 10 pieces of each style in the same color/fabric.

4. Prices

Milledoux reserves the right to change the prices subject to changes in customs duties and excise taxes of every kind and sudden exchange rate fluctuations. If Milledoux wants to invoke such changes, the customer is to be notified without undue delay.

5.

Shipping

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Shipping costs are invoiced on the individual order, unless otherwise agreed in writing.

Milledoux ApS, Vintervej 16, 2920 Charlottenlund, Denmark, CVR-nr. 36430737

Telephone: +45 23 46 50 40 / +45 26 20 63 91

E-mail: contact@milledoux.com



6. Delivery

Delivery time is 4-12 weeks after an order is placed and accepted by Milledoux, and the deposit of 50% is paid to the account of Milledoux. If any delay occurs due to circumstances that constitute force majeure, delivery time is extended for as long as the obstacle exists.

The order must be paid in full, before delivery can take place. The customer is obligated to pay for the order, when Milledoux announces that it is ready for delivery. Milledoux is considered to have met the delivery terms, when notice is given within 4-12 weeks after an order is placed and accepted, and the deposit is paid.

7. Payment Terms

When Milledoux has confirmed the order, the customer is obligated to pay a deposit of 50% of the total order amount. The order is not final until Milledoux has received a deposit of 50%.

The purchase price is due for payment, when the order is ready for shipping. Milledoux will notify the customer within 4-12 weeks after ordering, that the order is ready for delivery, after which the purchase price is due for payment.

If payment is late, an interest rate of 5% per year is automatically calculated for every commenced month since the due date. An attributed reminder fee of DKK 100,00 is added per reminder. When the purchase price is paid, after the claim has been in legal debt collection, the customer must pay all costs associated with the debt collection.

8. Complaints

Complaints must be made within 5 days after receipt of the goods, however, complaints must always be advertised immediately to the freight carrier by the shortfall and if visible damage occurs, by subject to the waybill, at the same time Milledoux must be informed hereof within 24 hours.

Complaints concerning partial delivery cannot justify cancellation of the remainder of the order. Complaints of non-visible damage must be made within 5 days after the defect could have been discovered, but no later than one month after delivery has taken place. A claim must be submitted in writing and contain a precise indication of the fault or defect. Milledoux must approve a complaint before any goods are returned.

9. Product Liability

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If a delivery from Milledoux causes injury, Milledoux liable for personal injury on condition that it is proved that the damage is directly due to acts or omissions of Milledoux. Milledoux is not liable for damage to chattel or real property.

Milledoux is under no circumstances liable for consequential loss, loss of time, loss of profits, loss of operations or any other indirect losses.

To the extent that Milledoux incurs liability to third parties, the customer is required to indemnify Milledoux to the extent that such liability extends beyond the above limits. The customer is obligated to accept to be sued at the same court that hears claims against Milledoux arising from damage allegedly caused by a defect in one of Milledoux's deliveries.

10. Defected Products

Milledoux liable for it's products in accordance with applicable Danish law. If the customer finds a defect, Milledoux is entitled to remedy in the form of repair, replacement or credit at the sole discretion of Milledoux, if the defects in the delivery is due to defects in design, materials or manufacturing. Further to this clause, Milledoux is not liable for defected products.

Milledoux is not liable for any loss, including loss of profits, loss of time, loss of operations or any other indirect loss the defect may cause to the customer. The maximum liability is limited to 100% credit.

11. Return Goods

Returns can only take place after prior approval from Milledoux. Upon approval, the customer will receive a return number, which must be affixed to the return goods note. Otherwise the goods will be refused acceptance and / or returned at the customer's expense. Returned items will always be credited to the original invoice prices. A copy of the delivery note or invoice must be enclosed.

Only products in their original unopened packaging and without pricing will be credited. Returned items that do not meet the above criteria will not be credited.

12. Sales Address

The goods may only be sold from the business address stated on the order, unless otherwise agreed in writing with Milledoux.

13. Force Majeure

The following circumstances shall exempt responsibility if they prevent the agreement from being

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fulfilled or render performance unreasonably onerous: industrial disputes and any other circumstance over which the parties have no control, such as fire, war, mobilization or military call-ups of similar extent, requisition, confiscation, currency restrictions, riots and civil commotion, shortage of transport, general scarcity of goods, fuel restrictions and defects or delays in deliveries by sub-contractors caused by any of the above circumstances.

The party who wishes to rely on any defense, must give written notice to the other party without undue delay of the beginning and end of the incident. If the above circumstances prevent performance of the contract for at least 6 months, Milledoux has the right to terminate the agreement.

14. Governing Law and Venue

Any dispute arising from this agreement, including its conclusion or termination is subject to Danish law, without regards to the at all time valid private international law, if the application of private international law would lead to a different choice of law than Danish law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Any dispute arising from this agreement, including its conclusion or termination shall be settled by negotiation. If the parties cannot reach an agreement, the dispute shall be settled by the Danish courts and shall be treated by the city court to Milledoux in the first instance.

In the event that debt recovery is required from Milledoux, Milledoux can at any time choose to collect the debt at the customer's city court in accordance with the laws of that country.

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