

1. Scope of application.

The present conditions of sale will be of general application and MANUFACTURAS ARPE, S.L., hereinafter "the seller", can amend them without giving prior notice. Although this mentioned modifications will not affect orders or contracts already perfected, this modifications and any new conditions will apply to subsequent orders.

Any modification of the terms and conditions appearing in paper or manuscript on the orders, writings or other documents annexed to the buyer shall be invalidated unless the seller states in writing that the modification has been ratified.

These conditions of sale may be amended by written agreement of the parties.

2. Samples.

The seller will enter into contracts to ship samples with the shipping agency it deems appropriate, the invoice for said shipping will be charged to the buyer, who binds themselves to cover said shipping costs beforehand. Exceptionally, and with the seller's consent, the buyer will be allowed to contract its own shipping agency and pay for any charges made by the same.

a. Sample packs.

The company has sample packs at competitive prices available to assist our distributors' commercial work. The seller will inform said distributors of any offers available from time to time.

b. Manufacturing prototypes or custom samples.

As a general rule, we do not manufacture prototypes or personalized physical samples to the customer's design. Should this form part of a client's request, the seller will assess the viability of costs compared to the number of samples requested and should this be deemed acceptable, will inform the buyer. The buyer will bear the following costs: minimum €100 per sample, plus charges for pre-printing, shipping, and transportation if applicable.

The preparation and shipment of samples will take approximately two weeks from confirmation of the visual by the buyer.

The amount charged for any prototypes may be deducted from the final invoice of the order for which they were required when the final invoicing of the order is higher than 2000€ (VAT not included), minus pre-printing expenses and the cost of shipping and transport, if applicable. If there are not new changes to the prototype, pre-printing expenses will not be charged for again in the final invoice. The costs of shipping the final product will be passed on. Slight deviations between a prototype or sample and the actual product in accordance with point 7 of these general conditions of sale will be considered acceptable.

c. There won't be pre-production samples or pictures as approval for works with silk-screened nor hot stamped logos, it means additional costs and complicates the production process.

d. Prototypes of new products and/or modifications of products which already exist.

The production of new custom-made products have a minimum cost of 200€ and this might vary depending on the difficulty of the product. This cost will be valued by the creative department depending on its difficulty.

This mentioned cost doesn't include pre-printing costs, die cutters or any additional costs.

3. Prices.

Product prices will be those set out at the current rates, unless the seller makes a written offer, which will take precedence over any other price. Should there be different written offers, the most recent one will take precedence.

Written offers are valid for 30 calendar days unless agreed otherwise.

Prices will be considered net, ex Works, in euros, without any deduction or discount and do not include taxes, fees or other charges, which will be paid by the buyer, except where there is a different written agreement between the parties.

4. Forms of payment.

Orders will be fully paid for in advance by a bank transfer of the offer/budgeted amount, without there being any right to a deduction or discount for prompt payment. In the event that any other conditions are requested, these must be expressly accepted by the seller prior to a review of the buyer's solvency. In the event that the delay is more than 5 working days, there will be additional costs for the custody of the goods, in the amount of 0.20 €/ kg/ day, which will be reflected in an additional invoice.

Should deferred payment be agreed, in no case will a 60-day expiry date counting from the date of issue of the invoice be exceeded. The seller reserves the right to claim interest on arrears in the event of a breach of the agreed conditions.

5. Pre-printing expenses.

Pre-printing costs are €41/design, they will only be charged for the first time and include the design or final art with a maximum of three visuals or two amendments. They also include internal colour testing in digital printing, as well as print layouts and silk-screening and moulds for thermal printing. Any subsequent amendment will generate fresh pre-printing expenditure in the same amount.

6. Storage time for designs, screens and printing moulds.

The company undertakes to secure any designs, screens and moulds from work carried out for a maximum of 2 years since their most recent use. Should this term come to an end without the client having used them, the company can dispose of them without prior notice, and should there be a repeat order, the client will be obliged to pay pre-printing costs once again.

Should the company decide to destroy the screens or moulds for any reason prior to the two-year deadline, it binds itself to and will be responsible for remaking the screens and moulds free of charge to the client. The seller will be exonerated from this obligation by force majeure, loss, alteration or technological improvement, wear and tear due to use, or any other causes beyond its control, reserving the right to demand pre-printing costs once again from the buyer.

7. Design technical data sheet.

We have design technical data sheets with the necessary indications for the correct design, printing and production of our products, the seller is not responsible for the incorrect realization of final arts, by external designers or illustrators if they do not follow these instructions.

8. Production.**a. Differences between the amount ordered and received.**

Any deviation of up to ±3% between the quantity ordered and received will be considered normal due to quality control and the production process itself. This difference will be invoiced without breach by the seller.

b. Differences in the expected colour and that received.

Concerning colour and the Pantone reference[®] of the products offered these are taken to be indicative and there may be slight variations between batches produced, without this constituting a reason for rejection due to non-conformity of the product by the buyer.

c. Differences in the product measurements.

Product measurements are indicative, and may vary slightly, without involving a non-conformity for the buyer, since fabrics may undergo variations in size due to tensions, shrinking, etc.

d. Deviations in the product's other physical properties.

Other aspects and characteristics of the product, such as surface mass, thickness, appearance, touch, softness, capacity of absorption, resistance, composition or any other, may vary slightly from one production run to another, without this constituting grounds for dissatisfaction on the seller's behalf.

e. Packaging.

The standard presentation of the order will be as follows: it will be placed in cartons without any additional handling or individual packing. If the product is going to be stored, it is recommended take it out of the cartons and ventilate in order to avoid humidity and possible color transferences. It is recommended to pack them individually, no refund will be admitted if this instructions aren't followed.

The seller has an extensive range of handling, presentation, packaging, and accessorizing options that will be subject to individual quotes according to the conditions prevailing at the time. The buyer may request made-to-measure presentations which will be assessed and priced at the relevant time. Any modification after the order's acceptance will have an additional cost.

9. Color fastness, washing and maintenance of the products.

Like any other textile product, those marketed by the seller can fade, especially in case of intense colors. Therefore, it is always recommended to wash them separately at least the first time and before their first use. We recommend washing them by hand or as maximum up to 30°C, depending on the product, and without using bleach or any whiteners.

We also do not recommend the use of a dryer or an iron. Maintenance recommendations should be read, in case of not having this document, you can ask for it to our commercial department.

10. Product labelling.

As a general rule, except the cleaning cloths and microfiber sleeves, all our products will be labelled except the client indicates otherwise specifically in writing.

The label will contain the website www.arpebarcelona.com and the VAT number, also the composition of the fabric and the washing instructions with the registered washing signs.

Any modification or customization will have an additional cost.

11. Delivery times.

The delivery time will be 20 working days \pm 5 days, except in cases of force majeure or due to causes beyond the control of the seller, such as, e.g., transport delays.

The buyer may request an urgent delivery, less than the normal delivery time, this must be expressly accepted by the seller. Urgent runs will be subject to a price surcharge of 1% for each working day of reduction in the typical delivery period, i.e., 20 working days.

The delivery period will be counted from the date of the confirmation of the order. It will be considered confirmed when the seller has all the items necessary to start production. In other words, the buyer's written acceptance, of the design and/or sample, as well as payment for the order pursuant to the established conditions.

12. Transport.

The price of the products does not include shipping. In other words, delivery occurs in ex Works conditions, on the premises of the seller's company, except where another form of delivery is agreed.

The company, in order to ease trade, offers the possibility of securing the transport of their products in very favourable conditions for its clients. The cost of standard transport, to the place agreed within the Mainland of the European Union and under DAP "Delivered at place" conditions (Incoterms 2010), will be fixed at €30/shipment. In the case of shipments within the Spanish peninsula, the cost will be €14/shipment.

Regarding sending goods outside the European Union, the buyer will be informed of the shipping cost contracted in accordance with the current fees of the logistics operator selected by the seller. The buyer must send a written communiqué to the seller expressing their agreement to the shipping price and pay it in full prior to the departure of the goods from the seller's premises.

Issuing the export documents, DUA, EUR-1, or equivalent, as well as shipping to the ultra-peripheral regions of the EU (RUP), such as, for example, the Canary Islands, will entail an extra charge of € 30 per shipment or document.

13. Warranties.

The right to make a claim regarding the quantity or the quality of the product expires after four working days of its receipt. Claims for materials that either have been manipulated or customized by the buyer, or are not in perfect condition, or lacks its original packaging, will not be accepted.

Claims will also not be accepted if instructions/recommendations of packaging haven't been followed as described in section 8.e from this general selling conditions.

In the event that the buyer wishes to proceed with the return of the material, they should contact the seller beforehand, explaining and proving the reason for the return and in every case the seller will determine how to proceed.

The seller will send the buyer a visual or a sample in digital format with the hypothetical custom made design and request the buyer's confirmation in writing. It is the buyer's responsibility to review said visual and check that no error or omission is contained therein. This means that the buyer cannot refuse any materials which are in conformity with a sample or visual accepted by them.

Product orders may only be cancelled prior to the start of manufacture, and, in this case, any amount paid by the client in advance will be deducted from the fixed outlay incurred by the seller, such as design and pre-printing, said amount will be paid in on account in a maximum period of 30 days.

Any refund of the amounts paid in advance after applying the outlay deduction described in the preceding paragraph will be made by bank transfer to the client's account, following verification and acceptance of the occurrence by the selling company's Quality Control Manager. The seller will have a period of 30 days from this date onwards in which to refund the above-mentioned amount.

14. Ownership of designs, screens, moulds, and intellectual property

The selling company is the owner of any designs, screens, and moulds necessary to produce orders and is under no duty to assign ownership of the same to the client or third parties. An assignment price may be fixed by mutual agreement, at the request of the client of these designs, as well as for any moulds and screens, this will be negotiated on an individual basis.

15. Catalogues and documents.

Information, documentation, and catalogues provided by the seller to the buyer will be considered the exclusive property of the seller and confidential. They cannot be assigned to third parties, especially to competitors, nor

copied, or used without the seller's consent.

16. Reservation of ownership and buyer defaults.

The seller will remain the owner of all goods supplied until the buyer has paid the agreed price in full.

17. Force majeure.

If due to force majeure any of the parties is unable to comply with any obligation under this contract, except for the payment of the price, that party will be exempt from complying, provided that it reliably notifies the other party of the force majeure situation, indicating when it started and the nature of the same.

Force majeure means any contingency, circumstance, or cause, that is beyond the control of the party invoking it and which, includes but is not limited to, events of the following type: legal imposition, decree, order or request from an authority, confiscation, riot, war, civil disturbance, terrorism, fire, floods, earthquakes, storms, explosions, strikes, machine or factory stoppages, inability to obtain raw materials, equipment, transport, or energy.

18. Severability.

These conditions will be deemed severable, so that should any of them be deemed invalid for any reason, those remaining will retain their validity in full.

19. Language.

Should there be a disagreement between the texts in Spanish and other languages of documents relating to the company, the Spanish version will always prevail.

20. Jurisdiction.

The parties expressly renounce any other jurisdiction or jurisdiction to which they may have a right and agree to submit to the courts of Barcelona any disagreements or disputes regarding the interpretation of, compliance with or implementation of these conditions or any act arising from them. The relationship between the parties will be governed by Spanish law.