



General Terms and Conditions of Knit Factory

Below, you will find our general terms and conditions. These always apply when you enter into a contract with us. The general terms and conditions include important information for you as purchaser. You should therefore read them carefully. In addition, we recommend that you save or print out these terms and conditions so you can read them again at a later time.

Clause 1. Definitions

In these General Terms and Conditions, the following terms have the following meanings:

- a. Knit Factory: Knit Factory B.V., a private limited liability company having its registered office in (6658 AD) Beneden-Leeuwen, the Netherlands, at the address Energieweg 22 and registered with the Chamber of Commerce under registration number 83355723.
- b. Customer: a Customer acting in the performance of a profession or business and who has entered into a Contract with Knit Factory.
- c. Parties: Knit Factory and the Customer jointly.
- d. Contract: all agreements and contracts between Knit Factory and the Customer of which these General Terms and Conditions form an integral part.
- e. Product/Products: all items which Knit Factory delivers to the Customer under the Contract, such as plaids, sweaters, dresses, hats, tea towels, bath mats and comforter covers.
- f. General Terms and Conditions: these general terms and conditions as published on the Website.

Clause 2. Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to and form part of any legal and other acts in connection with the preparation, formation or performance of the Contract. The General Terms and Conditions also apply to all subsequent Contracts between the Customer and Knit Factory if the Customer has agreed to the applicability thereof in earlier Contracts with Knit Factory.
2. The applicability of any terms and conditions of the Customer are expressly excluded.
3. If any product-specific or promotion-specific terms and conditions apply in addition to these General Terms and Conditions, then those terms and conditions will also apply.
4. If any provision from the Contract or the General Terms and Conditions turns out to be null and void, this will not affect the validity of the remainder of the Contract or General Terms and Conditions. In that event, the Parties will lay down a new provision to replace the former, which will give shape to the intention of the original provision as much as possible by law.
5. Knit Factory may not always require strict compliance with the General Terms and Conditions. This does not mean that the provisions do not apply or that Knit Factory loses the right to require strict compliance with the General Terms and Conditions in other situations.

Clause 3. Amendment of the General Terms and Conditions

Knit Factory reserves the right to amend these General Terms and Conditions. Amendments enter into effect 30 days after the Customer is notified of the amendments. Non-substantive amendments of minor importance may be made at any time and do not require notice.



Clause 4. Quotations

1. Knit Factory may submit quotations orally or in writing.
2. All quotations submitted by Knit Factory are free of obligation. Furthermore, Knit Factory's quotations are valid for 30 days after they are sent. If the Customer accepts a quotation, Knit Factory will have the right to withdraw the quotation within three business days after receipt of the acceptance.
3. A quotation lapses if the Product to which the quotation relates is no longer available in the meantime.
4. Knit Factory cannot be bound by quotations if they include an obvious mistake or clerical error.
5. In the event of a combined quotation, Knit Factory may not be required to perform a part of the quotation in exchange for payment of the price stated in the quotation.
6. If the acceptance deviates from the offer included in the quotation, whether on minor points or not, Knit Factory will not be bound by it. In that case, no Contract will be formed in accordance with this deviating acceptance, unless Knit Factory indicates otherwise in writing.
7. The content of all quotation documents – such as descriptions, specifications or images – will remain Knit Factory's property. Furthermore, the quotation documents – for example those regarding measurements, properties and capacities – are as accurate as possible, but not binding.

Clause 5. Conclusion of the Contract

1. Knit Factory may enquire, within the statutory limits, about the Customer's ability to fulfil their payment obligations and about all facts and factors that are important for concluding the Contract in a responsible manner. If Knit Factory has valid grounds not to enter into the Contract based on this investigation, it will have the right to refuse a request or attach special conditions, such as payment in advance, to the performance.
2. The Contract is concluded as soon as the Customer has approved Knit Factory's quotation in writing or orally, or as soon as Knit Factory has commenced with the performance of the Contract with no objection from the Customer.

Clause 6. Obligations on the part of the Customer

1. The Customer must ensure that all information and data required for the performance of the Contract according to the Customer or Knit Factory are provided to Knit Factory in a timely manner. The Customer is responsible for the accuracy and completeness of the information and data, even if they originate from a third party. Knit Factory has the right to suspend performance of the Contract until the Customer has complied with the obligation referred to above.
2. If any facts or circumstances occur of which the Customer knows or can reasonably be expected to know that they are or may be relevant to the performance of the Contract, the Customer will notify Knit Factory of these facts and circumstances without delay.
3. The Customer undertakes to strictly follow Knit Factory's instructions regarding customs clearance for the Products and provide all relevant documents to Knit Factory at its first



request, including, but not limited to, the export/import documents of EU Member States and/or third parties that are required to be entitled to export refunds or other subsidies.

4. If the Customer fails in the performance of the obligations referred to in paragraphs 1, 2 and/or 3, and this results in extra costs for Knit Factory or otherwise results in loss for Knit Factory, the Customer will be required to compensate Knit Factory for said costs and loss.

Clause 7. Performance of the Contract

1. Knit Factory is entitled to engage third parties for the performance of the obligations ensuing from the Contract or assign the obligations ensuing from the Contract to third parties in full or in part.
2. Knit Factory is entitled to deliver Products in parts and to invoice the delivered parts separately.
3. If a period was agreed or stipulated for the delivery of the Products, this will never be a strict deadline. If this period is exceeded, the Customer must give Knit Factory written notice of default. This means that the Customer must afford Knit Factory a reasonable period – at least 14 days – to perform its obligations.
4. Knit Factory delivers the Products: Ex Works (in accordance with Incoterms 2020), unless the Parties have agreed otherwise in writing.
5. The Customer is required to accept delivery of the Products when they are made available to them. If the Customer fails to do so – for any reason whatsoever – Knit Factory will be entitled to store the Products at the Customer's risk. The Customer will bear the resulting costs, such as transportation and storage costs.
6. If the ordered Product is no longer deliverable, Knit Factory will be entitled to deliver a similar Product of similar quality as the ordered Product. In that case, the Customer will be entitled to dissolve the Contract free of charge and return the Product free of charge.

Clause 8. Contract Amendments

1. The Customer may request Knit Factory to amend the Contract. Knit Factory is entitled to refuse a request to amend the Contract at any time.
2. If Knit Factory agrees to the Customer's request to amend the Contract, and this results in the full or partial cancellation of the Contract, Knit Factory will have the right to charge the Customer 50% of the agreed payment for the cancelled Products.
3. If Knit Factory agrees to the Customer's request to amend the Contract, and this results in a supplementation of the Contract or the Customer purchasing different Products with a higher price, Knit Factory will make an effort to inform the Customer about the related extra costs. The absence of a written engagement of the Customer or a written price estimate of Knit Factory regarding the supplementation/amendment of the Contract does not affect Knit Factory's entitlement to payment.



Clause 9. Retention of title

1. Knit Factory will retain title to all Products delivered until all claims of Knit Factory against the Customer (including any collection and other costs and interest related thereto) have been paid in full.
2. Before the transfer of title referred to above, the Customer is not permitted to sell, deliver or pledge the Products or grant any other right thereto to third parties. An exception to this is that the Customer is allowed to do so if this is done in its normal course of business, unless the Customer has filed an application to grant a provisional suspension of payments, a petition for bankruptcy has been filed in respect of the Customer or the Customer is declared bankrupt.
3. Knit Factory is entitled to take back the Products delivered subject to retention of title and still held by the Customer if the Customer fails to ensure that invoices are paid on time or in full or has or is likely to have payment difficulties.
4. The Customer will grant Knit Factory free access at all times to inspect its Products and/or to enable Knit Factory to exercise its rights.

Clause 10. Prices

1. All prices stated by Knit Factory are exclusive of VAT, other government levies, shipping costs and other costs to be incurred in the context of the Contract, unless the Parties have agreed otherwise in writing. If Products must be delivered from another country, Knit Factory will charge any VAT and other government levies in accordance with applicable national and international laws and regulations to the Customer.
2. If a price is based on information provided by the Customer, and it becomes apparent that this information is incorrect, Knit Factory will have the right to adjust the prices accordingly, even after the Contract has already been concluded.
3. Knit Factory is entitled to increase the agreed prices, without the Customer being able to dissolve the Contract, if the price increase results from a right or obligation pursuant to laws or regulations, or as a result of an increase in the price of commodities, materials or wages.

Clause 11. Payment

1. Knit Factory is entitled – even if this is not stated in the quotation or the Contract – to request an advance payment or another form of additional or other security from the Customer prior to the performance of the Contract.
2. Every invoice is subject to a payment term of 30 days from the invoice date, unless the Parties have agreed otherwise in writing or the invoice states a different payment term.
3. If the Customer fails to meet its payment obligation(s) on time and/or in full, the Customer will be in default by operation of law. In that case, the Customer will be required to pay the statutory interest and statutory collection costs to Knit Factory. Furthermore, the Customer will bear all judicial and extrajudicial costs that Knit Factory incurs in order to collect any amounts wrongfully left unpaid by the Customer.
4. Knit Factory is entitled to deduct payments made by the Customer to Knit Factory first from the costs, then from the accrued interest and finally from the principal sum and the accrued interest.



5. If the Customer fails to perform its payment obligations, Knit Factory will be entitled to suspend the performance of the Contract.
6. The Customer is required to lodge complaints regarding an invoice or the amount of an invoice to Knit Factory in writing and in as much detail as possible within seven days after the invoice date. If the Customer has not made their complaints known within seven days after the invoice date, the invoice will be considered to have been accepted. Complaints regarding an invoice will not suspend the Customer's payment obligation.
7. All payment must be made free of any deductions, set-offs and/or costs at the expense of Knit Factory.

Clause 12. Conformity

1. Knit Factory exclusively warrants that the Products conform to the Contract, the specifications stated in the offer, and the Dutch statutory provisions and/or government regulations applicable on the day the Contract is concluded.
2. Knit Factory will inform the Customer as best as possible about the Product delivered. However, any statements regarding properties of a Product do not constitute any guarantee by Knit Factory regarding the Product.
3. Knit Factory provides no guarantee regarding suitability of the Products for the purposes envisaged by the Customer, and Knit Factory will not be liable unless Knit Factory has expressly confirmed the suitability for a certain purpose in writing. The Customer is required to investigate whether the Product is suitable for their specific purposes themselves. Any liability for any damage or loss that may occur during or as a result of the use of the Product is excluded.

Clause 13. Complaints procedure

1. If the Customer has a complaint about a Product and/or other aspects of the services provided by Knit Factory, the Customer must lodge this complaint with Knit Factory in writing within seven days after the Customer became aware or could reasonably have become aware of the complaint. Any complaint must contain a description of the complaint that is as detailed as possible, so that Knit Factory will be able to provide an adequate response.
2. Knit Factory will respond to the Customer's complaint as soon as possible, but in any event within one month after receipt of the complaint. If it is not yet possible to give a substantive or definitive response, Knit Factory will confirm the complaint within one month after receipt and indicate the period within which it expects to give a substantive or definitive response to the complaint.
3. If the Customer lodges a complaint, this will not suspend their payment obligation(s).
4. If Knit Factory concludes that the complaint lodged by the Customer is valid, Knit Factory will arrange a suitable solution at Knit Factory's discretion.
4. If Knit Factory concludes that the complaint lodged is not valid, the Customer will bear the resulting costs – including the costs of the investigation – incurred by Knit Factory.



Clause 14. Suspension and dissolution

1. Knit Factory has the right to dissolve the Contract with immediate effect and/or suspend performance of the Contract – in addition to its statutory rights to dissolve the Contract and suspend performance – if one of the following events occurs:
 - a. if the Customer fails to perform its obligations under the Contract and/or the General Terms and Conditions, or fails to do so in full or on time;
 - b. if, after entering into the Contract, Knit Factory has become aware of information that gives sufficient reason to fear that the Customer will not perform its obligations;
 - c. if an application to grant a provisional suspension of payments has been filed for the Customer;
 - d. if the Customer has been declared bankrupt, or a petition for the Customer's bankruptcy has been filed;
 - e. if attachment is levied against the Customer;
 - f. if a resolution is adopted to dissolve and/or liquidate the Customer;
 - g. if the Customer otherwise loses the power of disposition or legal capacity with respect to their assets or parts thereof.

The Customer is required to inform Knit Factory without delay of the occurrence of one of the events referred to at c through g.

2. If Knit Factory exercises its right to dissolve the Contract or suspend performance, the Customer will bear all ensuing costs and loss incurred and all Knit Factory's claims will become immediately due and payable.
3. The Customer waives all rights to full or partial dissolution of the Contract or full or partial suspension of their payment or other obligations.

Clause 15. Personal data

Knit Factory processes personal data in accordance with its privacy statement. This privacy statement can be found on the Knit Factory website.

Clause 16. Resale on online marketplaces

The Customer is not permitted to resell Products to a final customer through online marketplaces – such as, but not limited to, eBay, Amazon, Etsy and bol.com – unless Knit Factory has granted its written consent to same.

Clause 17. Force majeure

1. Knit Factory is not required to perform any obligation in respect of the Customer if it is prevented from doing so due to a situation of force majeure.
2. In these terms and conditions, force majeure is understood to mean – in addition to what it is understood to mean in law and in case law – all external causes, foreseen or unforeseen, outside of Knit Factory's control and which prevent Knit Factory from performing its obligations, such as pandemics, epidemics, failures to perform by suppliers, government measures hindering performance, dangers to public health, disturbances of public



infrastructure, general transport problems, strikes, war, terrorist attacks, domestic disturbances or natural disasters.

3. Knit Factory may suspend the performance of its obligations under the Contract for the time that the situation of force majeure continues. If this period of time lasts longer than two months, then the Parties will be entitled to dissolve the Contract without being required to compensate the other party.
4. If Knit Factory has already performed some of its obligations under the Contract, or is able to still perform these, at the time of the occurrence of the situation of force majeure, then Knit Factory will be entitled to invoice this already performed part or the part still to be performed. The Customer is required to pay this invoice.

Clause 18. Liability

1. The delivery of the Products releases Knit Factory from all liability for defects that the Customer had already discovered or should reasonably have discovered when the Products were delivered.
2. Knit Factory cannot influence how the Customer will ultimately use the Products delivered. The Customer itself is therefore responsible for the use of the Products.
3. Knit Factory is not liable for any loss resulting from Knit Factory relying on incorrect and/or incomplete information provided by or on behalf of the Customer.
4. Knit Factory is not liable for any loss resulting from:
 - a. a failure to follow the instructions for use and/or other manuals of a Product;
 - b. a failure to comply with or follow Knit Factory's instructions regarding a Product;
 - c. repairs to or maintenance of a Product by a party other than Knit Factory;
 - d. improper maintenance of a Product;
 - e. inexperienced or careless use of a Product;
 - f. wear and tear as a result of normal use of a Product;
 - g. installation, modification and/or processing of a Product by a party other than Knit Factory;
 - h. a Product having been used for purposes other than the Product intended purpose.
5. Knit Factory is never liable towards the Customer for indirect loss, in any event including – but expressly not limited to – consequential loss, lost profit, lost savings, loss of data and loss due to business interruption.
6. Knit Factory can only be held liable for direct loss resulting from an attributable failure to perform the obligation(s) ensuing from the Contract. Direct loss is understood to mean:
 - a. the reasonable costs incurred to determine the cause and extent of the loss, in so far as this concerns the determination of the loss as referred to in these General Terms and Conditions;
 - b. any reasonable costs incurred to conform Knit Factory's faulty performance to the Contract;
 - c. the reasonable costs incurred to prevent or mitigate loss, provided that the Customer can demonstrate that these costs resulted in a mitigation of direct loss as referred to in these General Terms and Conditions.



7. Any right the Customer has to compensation is always subject to the condition that the Customer must report the loss to Knit Factory in writing as soon as possible after the loss has occurred, but in any event within 30 days.
8. Knit Factory's liability is at all times limited to the amount that is paid out under Knit Factory's liability insurance in the case in question. If, for any reason, no payment is made under the aforementioned insurance, any liability is limited to the amount including VAT invoiced for the Contract, or for that part of the Contract to which the liability relates.
9. Any liability of Knit Factory lapses six months after the date on which the Contract was terminated through delivery, dissolution or otherwise.
10. The limitations of Knit Factory's liability included in these General Terms and Conditions do not apply if the loss can be attributed to deliberate intent or recklessness on the part of Knit Factory.

Clause 19. Indemnities

The Customer indemnifies Knit Factory against all third-party claims in connection with or ensuing from the legal relationship between Knit Factory and the Customer.

Clause 20. Final provisions

1. If these General Terms and Conditions have been drawn up in another language, the Dutch version will prevail in the event of any ambiguities, imperfections or contradictions in/due to the translation.
2. The Contract is subject to Dutch law, even if all or part of the Contract is performed abroad or the Customer resides abroad.
3. In case of a conflict between a provision of these General Terms and Conditions and a provision of the U.N. Convention on Contracts for the International Sale of Goods (CISG), the provisions of these General Terms and Conditions will prevail.
4. To the extent that the rules of mandatory law do not prescribe otherwise, any dispute that may arise further to the Contract will be submitted to the competent Dutch court in the district where Knit Factory has its registered office.
5. Any legal proceedings will be conducted in the Dutch language.
6. The parties will not petition the court until after they have made an effort to resolve the dispute in mutual consultation.