



Cheffix is a brand of Dena Textile Productions B.V.

cheffix.eu

Terms and Conditions

This translation is provided for information only. Only the Dutch version is legally binding.

Article 1: Definitions

Dena Textile Productions B.V., established at Frankeneng 24, 6716 AA Ede, the Netherlands, KvK 30258618, VAT number NL820655934B01, is referred to in these general terms and conditions as the seller. The seller trades under the trade names Cheffix and Dena; both are trade names of this one private limited company, so the contract is always concluded with Dena Textile Productions B.V., irrespective of the webshop through which the order was placed.

The other party of the seller is referred to as the buyer. The parties are the seller and the buyer together. The agreement means the contract of sale between the parties.

In these terms and conditions the following definitions apply:

- consumer: the buyer who is a natural person and who is not acting in the exercise of a profession or business;
- business buyer: any buyer who is not a consumer, including the dealer;
- dealer: the business buyer who has been admitted by the seller to the B2B environment and who purchases there at his own price list;
- B2B environment: the restricted part of the webshop to which only admitted dealers have access;
- custom made order: an order as referred to in Article 18. In the webshop, the B2B environment and in the quotation this is also referred to as a special order; the same thing is meant by that;
- special quotation: a quotation as referred to in Article 19;
- repeat order: an order for an item that the seller has previously delivered to the buyer.

Provisions that have expressly been written for the consumer only or for the business buyer only also apply to that party only. Where these terms and conditions deviate from mandatory consumer law, the law prevails in relation to the consumer.

Article 2: Applicability of the general terms and conditions

These terms and conditions apply to all quotations, offers, agreements and deliveries of services or goods by or on behalf of the seller. Deviation from these terms and conditions is only possible if the parties have expressly agreed this in writing.

The seller makes these general terms and conditions and the delivery terms available to the buyer by electronic means before or at the conclusion of the agreement, in a manner that enables the buyer to store them and to consult them at a later time. Both documents can also be downloaded as a PDF. Every version carries a version date. The seller records, for every acceptance, which version applied at that moment and retains that record; on request the seller will send the applicable version free of charge.

The applicability of purchasing or other terms and conditions of the business buyer is expressly rejected, even where those terms and conditions have been received earlier or are stated on any document of the buyer. The seller only accepts those terms and conditions where he has confirmed this expressly and in writing.

In the event of conflict, the following order of precedence applies: a deviating arrangement signed in writing, then the order confirmation, then the delivery terms in so far as delivery is concerned, then these general terms and conditions.

Article 3: Payment

Orders in the webshop are paid in full when they are placed, by means of the payment methods offered, unless otherwise agreed in writing. The seller may grant the business buyer a payment term; in that case the term stated on the invoice applies, and failing that thirty days after the invoice date. Solely for a custom made order (Article 18) and for an order arising from a special quotation (Article 19), the payment arrangement in instalments of Article 18 paragraph 5 applies instead: 70% of the order amount in advance and the remaining 30% within fourteen days of the invoice date of the delivery. In that case the seller will only start production or the special purchase after receipt of that down payment. That instalment arrangement does not apply to any other orders; for those, what is stated above applies. If the buyer does not pay on time, he is in default. If the buyer remains in default, the seller is entitled to suspend his obligations until the buyer has fulfilled his payment obligation. If the buyer remains in default, the seller will proceed to collection. The costs relating to that collection are for the account of the buyer. These collection costs are calculated on the basis of the Dutch Decree on compensation for extrajudicial collection costs (Besluit vergoeding voor buitengerechtelijke incassokosten). In the event of liquidation, bankruptcy, attachment or suspension of payment of the buyer, the claims of the seller against the buyer are immediately due and payable. If the buyer refuses to cooperate in the performance of the assignment by the seller, he is still obliged to pay the agreed price to the seller. The provisions of Article 18 continue to apply in full to custom made orders and those of Article 19 to special quotations.

On the outstanding amount the business buyer owes the statutory commercial interest as from the due date (Article 6:119a of the Dutch Civil Code, Burgerlijk Wetboek), without any notice of default being required.

In relation to the consumer the following applies: the seller only charges extrajudicial collection costs after he has, following the occurrence of the default, sent the consumer a written reminder to pay within fourteen days of the day of receipt of that reminder, stating the costs that will become due thereafter. The amount of those costs follows the Dutch Decree on compensation for extrajudicial collection costs (Besluit vergoeding voor buitengerechtelijke incassokosten).

Article 4: Offers, quotations and price

Offers are without obligation, unless a period for acceptance is stated in the offer. If the offer is not accepted within that stated period, the offer lapses. Delivery times in quotations are indicative and, if they are exceeded, do not give the business buyer any right to rescission or to damages, unless the parties have expressly agreed otherwise in writing. Offers and quotations do not automatically apply to repeat orders. The parties must expressly agree this in writing. Article 21 applies to repeat orders. A special quotation is a quotation as referred to in Article 19; that article applies to it.

The provisions of the previous paragraph regarding delivery times do not apply in relation to the consumer. If the seller does not deliver within the stated period, the consumer sets the seller a reasonable additional period in writing or by electronic means; if that period too expires without delivery, the consumer may rescind the agreement and the seller will refund within fourteen days what the consumer has paid (Article 7:19a of the Dutch Civil Code, Burgerlijk Wetboek). If the consumer has stated in advance that a particular delivery date is essential to him, he may rescind immediately.

The price shown to the consumer is the purchase price including the VAT due and any other government levies; additional shipping costs are shown separately before the order is completed. Prices are shown to the business buyer excluding VAT, unless expressly stated otherwise. For a custom made order the delivery time stated in the order confirmation applies; if the seller deviates materially from it, he reports this without delay.

Article 5: Right of withdrawal

The consumer is given the right to rescind the agreement within 14 days of receipt of the order without giving reasons (right of withdrawal). The period starts to run from the moment the (entire) order has been received by the consumer. There is no right of withdrawal where the products have been made to measure according to his specifications or have only a short shelf life. The consumer may use a withdrawal form of the seller. The seller is obliged to make this available to the buyer immediately upon the buyer's request. During the cooling-off period the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the unused and undamaged product with all accessories supplied and, if reasonably possible, in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the trader.

Excluded from the right of withdrawal is a consumer sale relating to the supply of: products manufactured according to the specifications of the consumer, which are not prefabricated and which are made on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person. If he exercises his right of withdrawal, he will return the product, if reasonably possible unused and undamaged, with all accessories supplied and in the original shipping packaging to the seller, in accordance with the reasonable and clear instructions provided by the trader.

If the consumer exercises his right of withdrawal, he bears the direct costs of returning the goods. These amount to €8.05 per parcel and are deducted from the value of the items returned. The shipping costs the consumer paid on his order are not refunded. The return policy works this out with an example. The seller refunds within fourteen days of receipt of the withdrawal, using the same means of payment, and may suspend that refund until he has received the goods or the consumer has demonstrated that he has sent them back. The model withdrawal form can be found at the bottom of the return policy and can also be submitted by electronic means.

Returning goods because of a defective, damaged or incorrectly delivered item is free of charge: the seller then bears the cost of returning and also refunds the original shipping costs. The seller assesses such a report in advance. The consumer registers the item in the returns portal under the reason "damaged on arrival" or "defective" and includes at least one photo and a short description; without those details the seller cannot assess the report and will not handle it as such. If on arrival the item turns out not to be defective, the preceding paragraph applies. This does not affect the consumer's statutory rights in the event of non-conformity.

For goods that have been manufactured according to the specifications of the consumer or that are clearly intended for him personally, there is no right of withdrawal. The seller states this expressly at the relevant line before the order is placed and asks the consumer to confirm this separately; without that statement and confirmation the right of withdrawal continues to exist. The fact that an item has been specially PURCHASED but has not been made according to the specifications of the consumer does not affect the right of withdrawal.

The right of withdrawal is available to the consumer only. The business buyer, including the dealer, has no statutory right of withdrawal; for him, returns take place only after consultation and in accordance with the arrangements in the B2B environment.

Article 6: Amendment of the agreement

If during the performance of the agreement it becomes apparent that, for a proper performance of the assignment, it is necessary to change or supplement the work to be carried out, the parties will adjust the agreement accordingly in good time and by mutual consultation. If the parties agree that the agreement is changed or supplemented, the time of completion of the performance may be affected as a result. The seller will inform the buyer of this as soon as possible. If the change to or addition to the agreement has financial and/or qualitative consequences, the seller will inform the buyer of this in writing in advance. If the parties have agreed a fixed price, the seller will state to what extent the change or addition to the agreement will result in that price being exceeded. Contrary to the provisions of the third paragraph of this article, the seller may not charge any additional costs if the change or addition is the result of circumstances that can be attributed to him.

Article 7: Delivery and transfer of risk

In relation to the consumer, the risk of damage or loss passes at the moment the consumer, or a third party designated by him who is not the carrier, obtains actual possession of the goods (Article 7:11 of the Dutch Civil Code, Burgerlijk Wetboek). A stipulation to the contrary does not apply in relation to the consumer.

In relation to the business buyer, the risk passes at the moment the goods leave the warehouse of the seller. The delivery terms elaborate on this.

Article 8: Inspection, complaints

The buyer is obliged to inspect the goods delivered, or have them inspected, at the time of delivery, but in any event within the shortest possible period. In doing so the buyer must examine whether the quality and quantity of the goods delivered correspond to what the parties have agreed, or at least that the quality and quantity meet the requirements that apply in normal (commercial) dealings. Complaints regarding damage, shortages or loss of goods delivered must be submitted by the buyer to the seller in writing within 10 working days of the day of delivery of the goods. If the complaint is declared well founded within the stated period, the seller has the right either to repair, or to deliver again, or to refrain from delivery and send the buyer a credit note for that part of the purchase price. Minor deviations and/or deviations customary in the sector and differences in quality, number, size, colour or finish cannot be invoked against the seller; Articles 20 and 21 elaborate on this for colour. Complaints regarding a particular product have no effect on other products or parts belonging to that same agreement. After the goods have been processed by the business buyer, no further complaints are accepted.

The provisions of this article regarding periods do not apply in relation to the consumer. The consumer must inform the seller within a reasonable time after discovery of the defect; a notification within two months of discovery is in any event timely (Article 7:23 paragraph 1 of the Dutch Civil Code, Burgerlijk Wetboek).

Nor does the choice reserved above to the seller between repair, replacement and crediting apply in relation to the consumer. If the goods delivered do not conform to the agreement, the consumer chooses between repair and replacement, unless the form chosen is impossible or disproportionately expensive for the seller (article 7:21 of the Dutch Civil Code). If the seller does not repair or replace within a reasonable period, or not without significant inconvenience, the consumer may reduce the purchase price or dissolve the agreement.

For a custom made order, the buyer inspects the goods delivered within five working days of delivery and reports deviations from the agreed specification within that period, so that the seller can correct the ongoing production in good time.

Article 9: Samples and models

If a sample or model has been shown or provided to the buyer, it is presumed to have been provided merely as an indication, without the goods to be delivered having to correspond to it. This is different if the parties have expressly agreed that the goods to be delivered will correspond to it.

For a custom made order this works the other way round: the sample approved by the buyer, the approved colour swatch or the specification confirmed in writing is indeed decisive for what the seller delivers. Deviations in colour, size or finish that are customary in textile production remain permitted; Article 20 and Article 21 elaborate on this.

An image or colour reproduction shown on a screen never counts as a sample or model within the meaning of this article. Only a physical colour swatch does.

Article 10: Delivery

Shipment takes place from the warehouse of the seller, with DPD. The shipping costs amount to €8.05 per shipment and are shown before the order is completed; from an order value of €200 the seller ships free of charge. For the business buyer, deviating thresholds apply per country, which are stated in the B2B environment and in the quotation. The delivery terms further elaborate delivery, delivery time, partial delivery and transport damage. The buyer is obliged to take delivery

of the goods at the moment the seller delivers them or has them delivered to him, or at the moment at which those goods are made available to him under the agreement. If the buyer refuses to take delivery or fails to provide information or instructions that are necessary for the delivery, the seller is entitled to store the goods at the expense and risk of the buyer. If the goods are delivered, the seller is entitled to charge any delivery costs. If the seller requires information from the buyer for the performance of the agreement, the delivery time starts after the buyer has made this information available to the seller. A period for delivery stated by the seller is indicative. This is never a strict deadline. If the period is exceeded, the buyer must give the seller notice of default in writing. The seller is entitled to deliver the goods in parts, unless the parties have agreed otherwise in writing or a partial delivery has no independent value. In the case of delivery in parts, the seller is entitled to invoice those parts separately.

Article 11: Force majeure

If the seller cannot fulfil his obligations under the agreement, or cannot do so on time or properly, due to force majeure, he is not liable for damage suffered by the buyer. By force majeure the parties understand in any event any circumstance which the seller could not take into account at the time of entering into the agreement and as a result of which the normal performance of the agreement cannot reasonably be required by the buyer, such as for example illness, war or the threat of war, civil war and riots, molestation, sabotage, terrorism, power failure, flooding, earthquake, fire, occupation of business premises, strikes, lockouts, changed government measures, transport difficulties, and other disruptions in the business of the seller. The parties further understand by force majeure the circumstance that suppliers on whom the seller depends for the performance of the agreement do not fulfil their contractual obligations towards the seller, unless this can be blamed on the seller. If a situation as referred to above arises as a result of which the seller cannot fulfil his obligations towards the buyer, those obligations are suspended for as long as the seller cannot fulfil his obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, both parties have the right to rescind the agreement in whole or in part. Rescission takes place in writing or by electronic means; in relation to the consumer no formal requirement more onerous than a written or electronic notification applies. If the agreement is rescinded, the seller refunds within fourteen days what has been paid for the part not delivered.

In the case of a custom made order that cannot be completed due to force majeure, the buyer only owes payment for the part already carried out, in so far as that part still has value for him. The seller refunds a down payment in so far as it exceeds the part owed. For the rest, Article 18 does not apply for as long as the force majeure lasts.

Article 12: Transfer of rights

Rights of a party under this agreement cannot be transferred without the prior written consent of the other party. This provision applies as a stipulation with effect under property law as referred to in Article 3:83, paragraph 2, of the Dutch Civil Code (Burgerlijk Wetboek).

Article 13: Retention of title and right of retention

The goods present at the seller and the goods and parts delivered remain the property of the seller until the buyer has paid the entire agreed price. Until that time the seller may invoke his retention of title and take the goods back. If the agreed amounts to be paid in advance are not paid or are not paid on time, the seller has the right to suspend the work until the agreed part has been paid after all. There is then creditor's default. A delayed delivery cannot in that case be invoked against the seller. The buyer is not entitled to pledge the goods falling under the retention of title of the seller, nor to encumber them in any other way. The buyer undertakes to insure the goods delivered to him under retention of title and to keep them insured against fire, explosion and water damage as well as against theft, and to make the policy available for inspection on first request. If goods have not yet been delivered, but the agreed advance payment or price has not been paid as agreed, the seller has the right of retention. The goods are then not delivered until the buyer has paid in full and as agreed. In the event of liquidation, insolvency or suspension of payment of the buyer, the obligations of the buyer are immediately due and payable.

Article 14: Liability

Any liability for damage arising from or connected with the performance of an agreement is at all times limited to the amount that is paid out in the relevant case under the liability insurance policy or policies taken out. This amount is increased by the amount of the deductible under the relevant policy. Not excluded is the liability of the seller for damage that is the result of intent or deliberate recklessness on the part of the seller or his managerial subordinates.

The provisions of this article apply only in relation to the business buyer. In relation to the consumer, the statutory provisions on liability and conformity apply in full.

If the liability insurance does not pay out for whatever reason, liability towards the business buyer is limited to the invoice value of the order concerned, with a maximum of €25,000 per event or series of connected events. Liability for consequential damage, including lost profit, business interruption and lost savings, is excluded in relation to the business buyer.

If the business buyer himself supplies a logo, name, design or other material for a custom made order, he warrants that he is entitled to do so and indemnifies the seller against claims of third parties relating thereto.

Article 15: Duty to complain

The business buyer is obliged to report complaints about the work carried out to the seller immediately. The complaint contains a description of the shortcoming that is as detailed as possible, so that the seller is able to respond to it adequately. If a complaint is well founded, the seller is obliged to repair the item and, where necessary, to replace it.

The word "immediately" does not apply in relation to the consumer: the consumer reports the defect within a reasonable time after discovering it, a report within two months of discovery being timely in any event (article 7:23 paragraph 1 of the Dutch Civil Code). A later report costs the consumer those rights only in so far as the law permits, and the choice between repair and replacement rests with the consumer in accordance with article 8.

Submitting a complaint is free of charge and requires no agreement to these terms. The seller confirms receipt within five working days and responds substantively within fourteen days; if more time is needed, the seller says so within that period and indicates when a response can be expected.

Article 16: Warranties

The seller warrants that what is delivered conforms to the agreement: to the specification stated, to the description in the webshop and to what the buyer could expect on that basis. For the consumer, the statutory rights in the event of non-conformity also apply in full; these are not limited by this article and are not restricted in time to a fixed period, but depend on what could be expected of the product.

In relation to the business buyer, a warranty period of two calendar years after receipt applies. This warranty covers material and manufacturing defects. Workwear and table linen are consumable items: normal wear and tear, loss of colour due to repeated industrial washing, shrinkage within the margin stated on the label and damage caused by washing outside the washing instructions are not covered by the warranty. The seller does not warrant that what is delivered is suitable for a use that the buyer had in mind but did not state in writing in advance.

If a more extensive warranty is included in the agreement, the following applies. The warranty referred to is intended to establish, between the seller and the business buyer, a division of risk such that the consequences of a breach of that warranty are entirely for the account and risk of the seller. The provisions of the previous sentence also apply if the breach was known to the buyer or could have been known to him by carrying out an investigation. The warranty referred to does not apply where the defect has arisen as a result of injudicious or improper use, or where, without permission, the buyer or third parties have made changes or have attempted to make changes, or have used the item purchased for purposes

for which it is not intended. If the warranty provided by the seller relates to an item produced by a third party, the warranty is limited to the warranty provided by that producer.

Article 17: Applicable law and competent court

Dutch law applies to every agreement between the parties. The applicability of the Vienna Sales Convention is excluded.

Disputes with a business buyer are submitted exclusively to the competent court of the District Court of Gelderland, Arnhem location, being the court of the place of business of the seller, unless the law mandatorily prescribes otherwise.

In relation to the consumer the following applies. The consumer retains the protection of the mandatory provisions of the law of the country where he has his habitual residence; the choice of law above does not deprive him of that protection. The consumer may submit a dispute to the court of his own place of residence or to the court of the place of business of the seller. The seller may submit a dispute with a consumer exclusively to the court of the place of residence of the consumer.

The consumer may first submit a complaint to the seller free of charge via sales@dena.nl; the seller responds within fourteen days. If the parties do not reach a solution together, recourse to the courts is open.

If in legal proceedings one or more provisions of these general terms and conditions are deemed unreasonably onerous, the remaining provisions remain in full force and the annulled provision is replaced by an arrangement that approximates its intention as closely as possible.

Article 18: Custom made orders

18.1 What a custom made order is. By a custom made order the parties understand any order or order line relating to goods that:

- a. are manufactured or adjusted according to a specification, size, colour, pattern, fabric or other instruction of the buyer;
- b. are produced specially for a project, location or branch stated by the buyer, including the items from a project catalogue in the B2B environment;
- c. are purchased by the seller specially for the buyer and do not form part of the standard range of the seller.

The seller states expressly in the quotation, in the ordering environment and on the order confirmation which lines are a custom made order, and asks the buyer to confirm this separately. Without that statement and confirmation, paragraphs 3 to 7 of this article do not apply. In the webshop, the B2B environment and in the quotation a custom made order is also referred to as a special order; the same thing is meant by that.

A minimum purchase quantity per item applies to a custom made order. Which threshold applies differs per brand and per product group; the seller states it with the item, in the B2B environment and in the quotation.

The seller does not provide embroidery and does not provide printing. Customisation is limited to deviating sizes, colours, fabrics, models and finishes that the seller produces himself.

18.2 Business buyers only. The seller offers custom made orders exclusively to the business buyer, and he also enters into them exclusively with a business buyer. The seller does not process a request from a consumer as a custom made order. This article therefore applies exclusively between the seller and the business buyer and creates no obligation whatsoever for the consumer. If a consumer purchases an item that has been manufactured according to his specification or that is clearly intended for him personally, the law and Article 5 apply to it, not this article.

18.3 Irrevocable. A custom made order is irrevocable once the agreement has been concluded. The buyer cannot cancel, terminate or unilaterally change a custom made order. The seller retains the right to demand performance: the buyer remains obliged to take delivery of the goods and to pay the full agreed purchase price, even if he indicates that he no longer wishes to receive the goods. If the buyer refuses to take delivery, the seller stores the goods at the expense and risk of the buyer in accordance with Article 10, and the purchase price remains due in full.

18.4 Start and specification. The seller starts production or the special purchase after the buyer has confirmed the order by electronic means and the down payment referred to in paragraph 5 has been received. The seller confirms the exact specification in writing or by electronic means prior to production; after the confirmation of the buyer, that specification is binding.

18.5 Payment in instalments. For a custom made order the buyer pays 70% of the order amount in advance. The seller invoices that down payment on the order confirmation. The seller invoices the remaining 30% on delivery; that amount is due within fourteen days of the invoice date. If the seller delivers in parts, each partial delivery counts as delivery of the part delivered for the purposes of the second instalment and the seller invoices pro rata. The parties may agree a different division or term in writing.

If the down payment is not received, production does not start, the delivery time is postponed by at least the duration of the delay and the seller may suspend his obligations in accordance with Article 13. If the seller subsequently rescinds the order, the buyer owes the compensation referred to in paragraph 7 according to the stage reached at that moment. On an instalment that is not paid on time, the business buyer owes the statutory commercial interest in accordance with Article 3.

18.6 Termination by mutual consent. The buyer may request the seller to terminate a custom made order after all. The seller is not obliged to agree to this. If he does agree, paragraph 7 applies.

18.7 Compensation on termination by mutual consent. If the seller agrees to termination as referred to in paragraph 6, the buyer owes the seller:

- a. 25% of the order value of the order lines concerned, if no material has yet been ordered, reserved or cut for those lines;
- b. 50% of the order value, if material has been ordered, reserved or cut but the garment making has not yet started;
- c. 100% of the order value, as soon as the garment making has started, the goods are wholly or partly ready, or the goods have been purchased specially for the buyer.

These percentages serve as compensation for the costs already incurred and the profit lost by the seller, reduced by the savings that the termination produces, and are a reasonable estimate thereof made in advance. At the request of the buyer, the seller provides insight into the costs underlying the calculation. The seller makes efforts to limit the damage; if he succeeds in selling the goods to a third party after all, he deducts the net proceeds thereof. The amounts stated are exclusive of VAT. A down payment already received is deducted from the amount owed; if the down payment exceeds the amount owed, the seller refunds the excess within fourteen days.

Article 19: Special quotations

19.1 What a special quotation is. By a special quotation the parties understand a quotation that the seller draws up personally on request for a purchase of 200 units or more per request. The prices, price tiers and discounts shown in the webshop and in the B2B environment do not apply to it: the special quotation replaces those for the lines included in it.

19.2 Business buyers only. The seller issues a special quotation exclusively to the business buyer.

19.3 Period of validity. A special quotation is valid for the period stated in it and, failing that, for thirty days after its date. Acceptance after the expiry of that period does not bind the seller. A special quotation does not automatically apply to repeat orders; Article 21 applies to those.

19.4 Payment in instalments. The payment arrangement of Article 18 paragraph 5 applies accordingly to an order arising from a special quotation: 70% of the order amount in advance, invoiced on the order confirmation, and the remaining 30% on delivery, due within fourteen days of the invoice date. The seller only starts production or the purchase after receipt of the down payment.

19.5 Relationship to Article 18. A special quotation may contain both standard items and custom made items. In so far as the quotation relates to custom made items, Article 18 additionally applies in full. A special quotation does not turn a standard item into a custom made order and therefore does not deprive the buyer of the rights he has in respect of a standard item.

Article 20: Product colours and images

The product images shown on the website are intended to give as accurate a representation of the products as possible. Despite the care taken by the seller, the actual colours of a product may differ from the colours as displayed on the screen. This may be caused by, among other things, photography, lighting, screen settings and the colour rendering of the device used.

Minor colour deviations between the images shown and the product actually delivered may therefore occur and do not give any right to complain, to return the goods or to damages, in so far as the deviation can reasonably be regarded as minor.

If an exact colour is important to the buyer, the seller provides a physical colour swatch on request prior to the order. Only such a swatch counts as a sample within the meaning of Article 9; an image on a screen does not.

In relation to the consumer, this article leaves his statutory rights unaffected. His right of withdrawal under Article 5 continues to apply in full, including where he withdraws because the colour disappoints him, and a deviation that cannot be regarded as minor remains a defect to which Articles 8 and 16 apply.

Article 21: Repeat orders

With repeat orders, colour differences may occur compared with products delivered earlier. As a result of differences between production batches, materials and dyeing processes, the colour of a repeat order may deviate by up to approximately 4 to 5% from the original delivery.

Such a colour deviation is regarded as a normal production tolerance and does not give any right to complain, to return the goods or to damages.

If an identical colour is essential to the buyer, for example because he is supplementing an existing wardrobe, he states this when making the request. In that case the seller can reserve from a current production batch or submit a colour swatch from the new batch for approval in advance. Without such an arrangement made in advance, the buyer cannot invoke a colour difference within the tolerance stated.

Offers, quotations and prices do not automatically apply to repeat orders; Article 4 continues to apply to them.

In relation to the consumer, this article leaves his statutory rights and his right of withdrawal under Article 5 unaffected.