

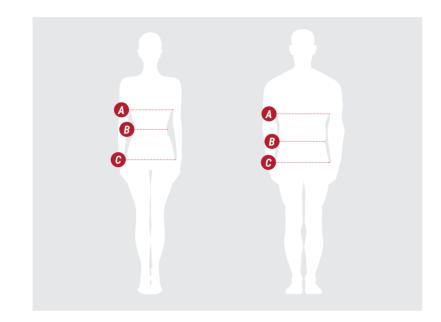
# SIZECHART & GENERAL CONDITIONS

WAIST

Measured around waist at the smallest part, just above the navel.

HIPS

Measured around the fullest part of hips, with feet placed together.



# WOMEN

133

SIZES IN CM	XS / 34	\$/36	M / 38	L / 40	XL / 42	XXL / 44
CHEST	80 - 84	84 88	88 - 92	92 - 96	96 - 100	105
WAIST	63 - 67	67 - 71	71 - 75	75 - 79	79 - 83	83 - 87
HIP	88 - 92	92 - 96	96 - 100	100 - 104	104 - 108	108 - 112

## MEN

SIZES IN CM	XS	S	M	L	XL	XXL
CHEST	89 - 93	94-98	99 - 103	104 - 108	109 - 114	115 - 120
WAIST	73,5 - 75,5	76 - 78	78,5 - 83	83,5 - 88	91 - 93,5	96,5-98,5
HIP	90 - 94	95 - 99	100 - 104	105 - 109	110 - 114	115 - 118

## MEN BOARDSHORTS

SIZES IN CM	27	29	30	31	32	33	34	36
WAIST	67,5 - 70	73 - 75,5	76 - 78	78,5 - 80,5	81 - 83	83,5 - 85,5	86 - 88	91,5 - 93,5
HIP	85,5 - 87,5	88 - 92,5	93 - 95	95,5 - 97,5	98 - 100	100,5 - 102,5	103 - 105	106 - 110



#### OF DELIVERY & PAYMENT

General conditions of sale, delivery and payment of North Actionsports Group of Katwijk, in the Netherlands, All prices in euro. All prices under proper reserves.

#### Article 1: Applicability of these conditions.

- 1.1 All proposals shall be made with the declaration that these general conditions of sale, delivery and payment shall apply both to the proposal and the acceptance thereof, and to the agreement as
- 1.2 General conditions (of purchase) of the client shall only apply where it is expressly agreed in writing that these apply with the exclusion of these conditions of supply to the agreement between parties

#### Article 2: Proposals, quotations.

- 2.1 All proposals shall be without obligation unless these contain a obligation, we shall have the right to revoke the offer within two working days of receipt of acceptance
- 2.2 In case of composite price quotations there shall be no obligation to deliver a part for the corresponding part of the price indicated for the
- 2.3 Where reservations or modifications with respect to the proposal are included in the acceptance, as an exception to the provisions of Article 2.1, the agreement shall only come into being where we have notified the client that we agree to these deviations from the proposal.
- 2.4 If no order is placed after the proposal requested, the costs of this
- 2.5 For additional and extra work for which no price has been agreed the price to be paid shall be calculated on the basis of costing.

#### Article 3: Prices and price changes

- 3.1 All prices indicated shall be exclusive of value added tax (VAT) and other levies imposed by the Authorities.
- 3.2 The price which we indicate for the service to be performed shall only apply for such service and not for the dispatch and transport costs
- 3.3 We shall be entitled to increase the agreed price if one or more of the following circumstances occur after signature of the agreement: ease in the costs of materials or services which are necessary for the execution of the agreement, increase in dispatch costs, wages. employer's charges and social security contributions, in the costs involved in other conditions of employment, introduction of new and increase in existing government levies on raw materials, energy or waste, an appreciable change in foreign exchange rates or, in general, circumstances which are comparable with all these.

# Article 4: Delivery method; reservation of ownership.

- 4.1 Unless otherwise agreed delivery shall be made to the place where we carry on our business.
- 4.2 We shall not be obliged to carry out delivery in parts.
- 4.3 The client shall be obliged to give his full cooperation to the delivery of the goods to be supplied by us in accordance with the agreement. The client shall also be in default without being given notice thereof where he does not collect the goods to be delivered from us after our first request or where a delivery to his address is agreed, he refuses to take receipt of the goods.
- 4.4 Any delivery of goods by us to the client shall be made on reservation of title thereof, until the client has paid everything to which he is obliged under the agreement, including interest and costs
- 4.5 Where transport of the goods to be delivered is agreed, this shall be for account of the client, unless free delivery has been agreed. The client shall only bear the risk during transport. The acceptance of goods from us by the carrier shall be deemed evidence that these are in an externally good condition, unless the contrary is shown by the consignment note or the receipt.
- 4.6 We shall not be responsible for the storage of the goods to be delivered, unless this is expressly agreed. Where storage is carried 8.8 A payment made by the client shall always cover all interest and costs out, this shall be for account and risk of the client.

# Article 5: Delivery period

Delivery periods indicated shall never be regarded as deadlines unless otherwise expressly agreed. In case of late delivery we must therefore be given written notification of default.

Any partial delivery, including also the delivery of components of a composite order, may be invoiced. In such case payment must be made in accordance with Article 8 'terms of navment'

#### Article 7: Check upon delivery

delivery whether we have satisfactorily fulfilled the agreement and shall also be obliged to notify us immediately in writing, should he find the contrary. The client must carry out the check just mentioned and give the relevant notification at the latest within 24 hours of delivery. period for acceptance. Where a proposal contains an offer without 7.2. We shall always be entitled to provide a satisfactory new service in

The client shall be obliged to check with appropriate speed after

- place of a previous unsatisfactory service, unless the default cannot he remedied The fulfillment of the agreement shall be regarded between parties as
- satisfactory where the client has been in default of promptly carrying out the check or the notification as referred to in paragraph 1 of this Where the period of 24 hours referred to in the first paragraph of this
- article in accordance with criteria of reasonableness and fairness must also be regarded as unacceptably short for a careful and alert client, this period shall be extended at the latest until the first time when the check or the notification given to us by client is reasonably
- 7.5 Our service shall in any case be regarded between parties as satisfactory where the client has taken into use, treated or processed, or delivered to third parties the goods delivered or part of the goods delivered or had them taken into use treated or processed or delivered to third parties unless the client has taken into account the provisions of the first paragraph of this article.

# Article 8: Terms of payment.

- 8.1 Payment must be made upon delivery in cash, unless otherwise expressly agreed in writing
- 8.2 Where a discount for cash payment is agreed, this may only be deducted from the invoice amount where paid within the agreed period and where at the time of the application of the discount there are not any other unpaid invoices.
- From the due date the client shall owe interest on the invoice amount of 1% per month or part thereof.
- 8.4 The demand for payment of the purchase price shall be immediately payable if the client is declared bankrupt, applies for suspension of ent, an application for placing under restraint is pending, any attachment is made on goods or receivables of client, client dies or where this is a partnership, a private limited company or a public limited company, it goes into liquidation, is dissolved or acquires
- 8.5 Where the client is in arrears with any payment - even where this is the result of another agreement - then all amounts to be paid by him to us shall be payable up to the full amount, irrespective of the status of the orders and we can demand immediate payment thereof. In that case the execution of any order given by this client is to be suspended until payment is made within a period to be set by us which has become payable in case of the previous sentence. Where payment has not been made within this period, we shall be entitled to cancel all orders of that client, notwithstanding all rights to compensation as provided in case of 'cancellations' in Article 10
- 8.6 Any suspension of payment granted may be withdrawn by us at any
- 8.7 A payment is regarded as received once the amount in question has been credited to the account indicated or have been handed over in
- owing and then invoices payable which have been outstanding the longest, even where the client ind cates that the payment relates to a

8.9 All costs, both extrajudicial and judicial, including the costs for solicitors, bailiffs and collection agencies, incurred with regard to the collection of the amount payable by the client and not paid promptly shall be for account of the client. They shall be fived at a minimum of 15% of the amount in question and shall amount to at least 150 Furo 8.10. Any applied order discount will be withdrawn if the payment has not been received by North Actionsports Group on the due date of

#### Article 9: Retention right

We shall be entitled to hold onto the goods of the client on our premises until payment of all costs which we have incurred to execute orders from this same client, unless the client has provided sufficient surety for these costs. We shall also have the retention right

Where the client cancels the order given in full or in part, he shall be obliged to reimburse us for all costs already incurred with a view to the execution of this order and, where we wish this, to take the goods intended for the execution of this order for his account at the prices included by us in the costing. This is all not withstanding our right to remuneration for loss of profit as well as the other loss arising from the cancellation involved.

#### Article 11: Force majeure.

- 11.1 The delivery period referred to in these conditions shall be extended by the period during which we are prevented by default which cannot be attributed to us - further indicated by force majeure - from fulfilling our obligations.
- 11.2 There is a question of force majeure on our part where after signing the purchase agreement we are prevented from fulfilling our obligations arising from this agreement or preparing for them as a result of war danger of war civil war revolt, war risk, fire, water damage, flooding, strike, occupation, lock-out, import and export barriers, government measures, faults in machinery, disruptions to the energy supply, all both in our company and at third parties, from whom we have to obtain all or part of the goods required, as well as in case of storage or during transport whether or not under our own management, and also by all other causes which arise through no fault of ours or outside our sphere of risk.
- 11.3 Where the delivery is delayed by force majeure for more than fourteen days, both we and the client are empowered to regard the agreement as terminated. In that case we shall only have a right to reimbursement of the costs to be incurred by us.

### Article 12: Liability

- 12.1 Our liability under the agreement with the client shall be limited to an amount proportionate to the agreed price in accordance with criteria of reasonableness and fairness.
- 12.2 We shall not be liable for damage of any type whatever which arises because or after the client has, after delivery, taken the goods into use, treated or processed them, delivered them to third parties or had them taken into use, treated or processed or delivered to third parties.
- 12.3 We shall also not be liable for loss in the form of loss of profit or reduction in goodwill in the company or the profession of the client.
- 12.4 Where we are held liable by a third party for any damage for which we are not liable by virtue of the agreement with the client or these conditions of delivery, client shall indemnify us in full from this and reimburse us for everything that we have to pay to this third party.

# Article 13: Applicable law and disputes

- 13.1 Only Dutch law shall apply to the agreements between us and the
- 13.2 All disputes between parties shall be settled by the competent Court, in the district in which we are established
- 13.3 We shall however remain authorized to summons the client before the court competent in accordance with the law or the applicable international convention.



