

Contract - This contract is valid for transactions between Twintex and its suppliers, including the supplier's selling contract/order confirmation.

The exception is if between parties there is a pre written agreement for the supplying different from this one.

Technical Sheet - The purchase is always placed according to the specifications of the Supplier's Technical Sheet. Any information that is not mentioned in the Technical Sheet will be considered by us as null and non-valid.

Delivery - The item, price, quantity, conditions and delivery date of the goods are registered in the purchase order.

Please note that the following financial penalties will be applied for late deliveries:

4% - In case the supplier doesn't inform the delay 48 hours before the delivery date.

1% - Discount per day of delay

- If some discount was negotiated before, the delay discount will be added to this.

- For a delay of more than 10 working days and Twintex reserves the right to cancel the order without any compensation to the Supplier.

In addition to the above penalties, and in case of any delay that comes from the only and total responsibility of the Supplier, the Supplier will be subject to any imputation of costs/penalties inherent to the delay in question. Also for any kind of delay Twintex will have the right of request the shipment by express service and the cost of it will be supplier responsibility.

In the event the Supplier does not send the packing list, invoice and/or delivery note for pre-validation of the Buyer, the Supplier will be subject to the following penalties:

- Non authorization of the discharge of the merchandise, meaning that all the inherent costs (merchandise stored in the freight forwarder, cost of transportation, etc...) are of the responsibility of the Supplier;

- Authorization of the unloading of merchandise under the responsibility of our Purchasing Department and under two conditions:

Dilatation of the maturity period, according to the days of the anticipation

In addition to the packing list, the Supplier must deliver the goods accompanied by an invoice or a delivery note.

The delivery of goods at Twintex's facilities must be done at the following times:

- Monday to Friday from 8:30a.m. to 1:00p.m. or 2:00p.m. to 7:00p.m.

If delivery is not possible within these hours, it is only possible with prior authorization from the Purchasing Manager.

Still for production orders:

Twintex only accepts ordered quantities or 2% beyond quantity ordered

For sampling orders:

Twintex only accepts the tolerance of maximum of +or-2%

Thus, in cases of deliveries with quantities higher, a return note will be issued relating to the excess.

The Supplier has a maximum period of 3 working days (for National Suppliers) and 5 business days (for International Suppliers) to proceed with the collect of the merchandise.

Before the goods are collected, the Supplier must issue first the credit note and send it to the Buyer. Alternatively, can pay an invoice issued by Twintex with the value of the excess.

If there is no collection within the aforementioned period, Twintex reserves the right to destroy, requesting the same credit note or suspending payment of the amount in dispute, without any compensation to the supplier.

In the case that the supplier delivers inferior quantity in relation to the ordered quantity, at the time of replacement the merchandise will have to be accompanied by a new invoice, pre-validated and accepted by our Buyer.

Acceptance of the goods - Twintex reserves the right, but not the obligation, to inspect and test the goods received and reject them whenever nonconformities are found.

Even so, the payment of the merchandise does not presuppose acceptance of the goods alone.

Twintex has the right to reject and refuse the goods, to demand a prompt correction of the problem, or to accept non-conformity with a fair price adjustment or replacement of the necessary quantity for the execution of the order.

Twintex may return the item at the Suppliers responsibility of expenses, including handling and shipping costs. Twintex also reserves the right to revoke an acceptance and demand compensation for the problem, even if the non-conformity is detected during production and could have been verified in tests or inspection. Nevertheless, the acceptance of the merchandise by Twintex does not relieve the supplier of its responsibilities in case of a complaint.

In the specific case of fabrics, please make sure the useful width of the fabric is respected as per this order confirmation. If this won't be conform Twintex can return the excess to the supplier and they should be support all costs of it, otherwise if Twintex needs more quantity, the supplier should assure the amount will be in Twintex facilities on the asked delivery.

Obligations - The Supplier is obliged not to disclose, display or trade any product or design developed solely by Twintex or its customers (even if it is a defective product or a production defect) and not to produce similar products that create confusion in the market.

In case of a complaint and customized products with total rejection, they could not be returned to the Supplier, but destroyed in the presence of the Supplier and a Twintex representative (deadline to be defined and informed by the buyer).

Warranties - The Supplier shall ensure that all merchandise delivered to Twintex meets all the requirements imposed by Twintex, including the compliance with the specifications and the accordance with samples and/or specifications passed by the Supplier to Twintex, or by Twintex to the supplier with acceptance of this.

For any extra quality control that the merchandise must be subjected to, after its reception, the costs must be analyzed and informed after decision.

Pay attention: In a process of a complaint, if the supplier accepts the responsibility of the cost of the revision of the goods by Twintex, the costs will be communicated posteriorly to the supplier.

Complaints - Again, the products supplied must be in accordance with the purchase order (specifications, approved sample, etc...) and quantity ordered/tolerance.

The communication of a complaint, will be communicated by Twintex to the supplier through the most convenient communication method.

Any acceptance or rejection (duly justified by the comments) will be advised by Twintex through the most convenient method.

Twintex also reserves the right, in case of non-compliance or defect of the goods delivered by the Supplier, to suspend or cancel orders, with prior notice and without the need for payment of any compensation.

Billing - The Supplier invoice must contain the following information:

- Twintex Tax Identification Number;
- Twintex order number;
- Description of the goods;
- Address of shipment of the goods;
- Delivery address.

All invoices will be settled as per agreed terms between Twintex and supplier.

For prompt or pre-payment, the proform invoice should be provided within 5 working days to allow us to do the payment with time and to avoid any delay of the shipment.

For payment proof in the same day, the proform invoice must be submitted until 10am of the day.

The Supplier is in constant evaluation. This is based on delivery times and product quality purchased by Twintex.