



Terms and Conditions of Sale

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1. *Certifications & Product Traceability*

Applicable Certifications

- ✕ OEKO-TEX® STANDARD 100: Product Class 1;
- ✕ Global Organic Textile Standard (GOTS);
- ✕ Organic Content Standard (OCS);
- ✕ Global Recycled Standard (GRS);
- ✕ Recycled Content Standard (RCS);
- ✕ Lenzing Product Certification.

TINTEX may be able to emit other certificates not listed above, which have to do with the utilization of specific fibers or the industrial processing of the fabrics. Please ask your assorted TINTEX Business Developer more information about this topic.

Timely Communication

In case the Client requests the emission of a Transaction Certificate for any ecological and/or social standard, that must be communicated before or while placing the respective order, for which the TINTEX Business Developer will verify their applicability and internal possibility. The same is true for requests for specific fiber/yarn origin, processing methods, use of alternative chemical products, and any other request that impacts the normal TINTEX sourcing and production procedures.

TINTEX cannot be held responsible for not complying to Client requests that were communicated after order confirmation from the TINTEX Business Developer.

Extraordinary Costs

Additional costs incurred by TINTEX due to extraordinary requests by the Client, such as third-party lab analyses, special quality control tests, labels and hangtags, among others, will be directly charged to the Client.

Other Considerations

- ✕ TINTEX is available to share more information about its processes, consumption of resources and other relevant data applicable to the Client order.

2. Prices

Quotation Validity

Unless explicitly stated otherwise, and by default, all proposals are valid for a maximum of three months. TINTEX reserves the right to nullify quotations submitted before this period due to extraordinary circumstances and/or circumstances beyond the control of TINTEX.

Other Considerations

- ✕ All communicated prices are calculated for Incoterms® 2020: EXW, except when duly agreed otherwise between TINTEX and the Client.

3. Lead Times

Communication

Official lead times are communicated to the Client with the order confirmation.

Alterations

TINTEX reserves the right to alter delivery dates on orders modified at the request of the Client and after the order confirmation had been issued by the TINTEX Business Developer.

Delays and Applicable Penalties

- ✘ TINTEX cannot be held accountable for delivery delays that do not exceed ten (10) Business Days;
- ✘ Any form of penalty for delivery delays must be agreed upon by the legal representatives of both TINTEX and the Client before issuance of the order confirmation;
- ✘ It is not considered a delay by TINTEX when any deviation to the communicated delivery date is caused by lack of information from the Client, by noncompliance to payment conditions or by not being able to deliver the goods to the address shared by the Client, either through TINTEX's own means or through third-party logistics services.

4. Order Alteration or Cancellation

Alteration of Quantity

- ✘ Once the order confirmation is issued by the TINTEX Business Developer, the Client is given three (3) Business Days to request any alteration to the ordered quantity without surcharge;
- ✘ Any reduction in the ordered quantity between three (3) and ten (10) Business Days after issuance of the order confirmation implicates the immediate payment of 50 % of the difference in total order value;
- ✘ Any reduction in the ordered quantity more than ten (10) Business Days after issuance of the order confirmation implicates the immediate payment of the total difference in order value;
- ✘ An increase in the ordered quantity does not imply additional costs for the Client, but may implicate the alteration of lead times.

Order Cancellation

- ✘ Once the order confirmation is issued by the TINTEX Business Developer, the Client is given three (3) Business Days to request its cancellation without surcharge;
- ✘ The cancellation of an order between three (3) and ten (10) Business Days after issuance of the order confirmation implicates the immediate payment of 50 % of the total order value;
- ✘ The cancellation of an order more than ten (10) Business Days after issuance of the order confirmation implicates the immediate payment of the total order value.

Other Considerations

- ✕ TINTEX reserves the right to unilaterally cancel any ongoing order due to unforeseen and/or extraordinary reasons, without penalty to itself or the Client, except when previously agreed otherwise;
- ✕ Requests to change the structure and/or composition of a fabric amid an ongoing order is considered a cancellation of the current order and placement of a new one. As such, the respective conditions are applicable;
- ✕ Requests to change the color and/or finish of an article amid an ongoing order is accepted as long as it is still possible to do so. If it is not, the request is considered a cancellation of the current order and placement of a new one. As such, the respective conditions are applicable.

5. Quality Control

4-Point System

TINTEX utilizes the 4-Point System for defect categorization on rolls of finished fabric. The number of points attributed to a defect is defined based on its size. The following table summarizes the number of points allocated to each tier of defect size.

Defect size	Number of points
< 7,5 cm	1
[7,5; 15[cm	2
[15; 23[cm	3
≥ 23 cm	4

For Holes, there is a specific point allocation structure based on their diameter:

Hole diameter	Number of points
≤ 2,5 cm	2
> 2,5 cm	4

Contamination in Cotton Qualities

TINTEX applies internal criteria of tolerance and point attribution for contamination of foreign fibers in cotton qualities.

For conventional cotton, and up to an average of 0.20 foreign fibers/linear meter, no defect points are attributed; above that threshold, every foreign fiber counts as 1 point.

For organic cotton, similar criteria are applied, but the threshold is defined at 1 foreign fiber/linear meter, since there is greater difficulty in sourcing cotton fiber or yarns without (or with low) contamination of foreign fibers.

Average contamination density		Number of points
Conventional cotton	≤ 0,20/linear meter	0
	> 0,20/linear meter	1/extra
Organic cotton	≤ 1/linear meter	0
	> 1/linear meter	1/extra

Client Specifications

It is the responsibility of the Client to disclose the set of specifications to follow for any given order, which must be done as soon as possible, at least before requesting Lab-Dips. If no set of specifications is communicated by the Client, production of goods will follow TINTEX's standard internal procedures.

TINTEX cannot be held accountable for not following a set of specifications which was not adequately and timely communicated.

Other Considerations

- ✘ Unless otherwise agreed upon with the Client, TINTEX will produce each article according to their Technical Datasheet;
- ✘ By default, inspection is done on only one side of the fabrics, the technical face. If the Client requires that inspection is done on the technical verse or on both sides, they must timely communicate that requirement and accept the applicable conditions;
- ✘ Anytime the Client dismisses the need for Lab-Dip approval, TINTEX cannot be held accountable for issues regarding color of the fabrics and its deviation from the expectation of the Client;
- ✘ In the case of mélange or dyed yarns, there could be heterogeneity between lots and aspect or color variation between approved Lab-Dips and bulk production. This is inherent to the nature of the yarns and is inevitable; for that reason, TINTEX cannot be held accountable when such cases occur.

6. Shipping and Delivery

Required Information

- ✘ Delivery address(es) must be shared by the Client at least five (5) Business Days before the communicated delivery date, including the first and last name and phone number of the recipient;
- ✘ In case there are specific procedures for sampling, labeling, packaging and shipping (or any other) that the Client requires, these must be shared with the TINTEX Business Developer as soon as possible and before order confirmation. If these requirements are not duly and timely informed, TINTEX cannot be held accountable for following internal standard practices;

Applicable Surcharges

- ✘ Shipping costs are covered by the Client and stated in the order confirmation, as long as the delivery address had already been shared by the Client;
- ✘ A 0.15 €/kg surcharge is applied for plastic film wrapping and palletization;
- ✘ The cost incurred with any document needed to correctly ship and deliver the goods will be directly charged to the Client.

Delivery Quantity Tolerance¹

TINTEX reserves the right to deliver and invoice goods in a different quantity than that ordered by the Client, as long as the tolerances defined for each type of merchandise and its distribution by article and color are not exceeded.

Fabric

- ✘ Up to 20 kg/reference/color, a full roll is delivered (max. 20 kg);
- ✘ Between 20 and 100 kg/reference/color, tolerance is ± 10 kg;
- ✘ For 100 kg/reference/color and above, tolerance is ± 5 %.

Accessories

- ✘ For cuffs and collars, tolerance is -5/+10 units;
- ✘ For ribbons, tolerance is ± 5 %.

Other Considerations

- ✘ In case the Client requires the progressive delivery of goods, or split between different addresses, TINTEX will proceed with the division of quantities at the extremities or at the center of the fabric rolls, always trying to respect as best as possible the requested partition. It is not possible to make smaller divisions.

¹ Due to the nature of the Dyeing & Finishing processes, base quantity units are set in kg. Conversion from kilogram to meter for each fabric reference can be done using the equation:

$$\text{fabric length } \left[\frac{m}{kg}\right] = 1000 \left[\frac{g}{kg}\right] / \text{fabric weight } \left[\frac{g}{m^2}\right] / \text{fabric width } [m]$$

7. Custom developments

Required Information

Developing a new article is often a complex process, involving numerous variables and some risk. At TINTEX, we work to offer the best solution possible through a fluid process of dialogue and Development.

So that TINTEX can propose the best available solution, in a rigorous, quick and fluid way, some information is crucial to assess the available options and start the development process, such as:

- ✘ Purpose;
- ✘ Structure;
- ✘ Composition;
- ✘ Weight;
- ✘ Quality or Sustainability requirements.

Applicable Conditions

- ✘ The Client covers all additional costs associated with the development (yarn minimum order quantity, extraordinary shipping costs, etc.);
- ✘ Final parameters of the article may deviate from the ones initially estimated by TINTEX, since developments are, inherently, new articles and many times there are no other similar fabrics to compare to. For that reason, TINTEX cannot be held responsible for differences between estimated and final values of fabric parameters;
- ✘ At the start of the development, TINTEX may communicate price/kg, but price/m can only be communicated when the fabric is internally validated, after Quality Control analysis.

8. Booking Program

A Booking program is a flexible and easy way to secure important productions ahead of time. By booking in advance, TINTEX can deliver partial orders at a faster pace, offer more competitive prices, and guarantee the availability of special materials.

Minimum Requirements

- ✘ Minimum Booking Quantity is 500 kg/quality.
- ✘ Confirmation of a Booking is effective after payment of 10 % of the total order value.

Liability Period and Resolution

Bookings expire in six (6) months after confirmation, period in which the total reserved quantity must be ordered, otherwise the Client must choose one of two options:

A. The Client forgoes the delivery of the remainder of the reserved quantity but covers the cost of acquisition and storage of the raw materials, equal to 50 % of the price stated on the Booking confirmation for each quality;

or

B. TINTEX immediately invoices the Client for the remainder of the reserved quantity at the price stated on the Booking confirmation for each quality, and delivers the merchandise according to the stipulated lead times (see *Lead Times*).

The Client is given a period of ten (10) Business Days after expiration of the Booking to decide on which option (A or B) to proceed with. If the Client fails to inform within that period which option they choose, TINTEX will automatically and immediately engage option A.

Switching Finishes²

Frequently, two or more TINTEX qualities share the same base structure, the critical difference being the chemical and physical preparation and finishing technologies applied. That way, with due anticipation, it is possible to switch the technologies (between Plummy®, Naturally Clean® or Standard; Shearing, Brushing or Emerizing; and functional finishes) selected for the qualities included in a Booking, as long as the chosen variant is a pre-existent TINTEX quality.

Alteration to the Reserved Quantity³

- ✘ Once the Booking confirmation is issued by the TINTEX Business Developer, the Client is given three (3) Business Days to request any alteration to the Booking reserved quantity without surcharge;
- ✘ Any reduction in the reserved quantity more than three (3) Business Days after issuance of the Booking confirmation implicates the immediate payment of 50 % of the difference in total Booking value;
- ✘ An increase in the reserved quantity does not implicate additional costs for the Client, but may implicate the alteration of lead times and/or adjustments in prices.

Booking Cancellation⁴

- ✘ Once the Booking confirmation is issued by the TINTEX Business Developer, the Client is given three (3) Business Days to request its cancellation without surcharge;

² alterations to the finishes will originate different article variants with different prices. Orders from each variant account for the cumulative Booking quantity and its conditions. It is recommended to verify the availability of finishing alterations with the designated Account Manager.

³ alterations to orders belonging to a Booking follow the conditions stated in the Order Alteration or Cancellation chapter.

⁴ cancellation of orders belonging to a Booking follow the conditions stated in the Order Alteration or Cancellation chapter.

- ✕ Cancellation of a Booking three (3) or more Business Days after issuance of the Booking confirmation implicates the immediate payment of 50 % of the total Booking value;

9. *Stock Fabrics*

TINTEX offers a wide variety of stock fabrics to ease sampling and prototyping, making the Client's development process much more agile. Nevertheless, given the nature of the fabrics, the storage time, and the logistics involved, some aspects must be taken into account:

- ✘ The type, color and quantity of the articles is limited to the current stock;
- ✘ Stock articles are not inspected before shipping, unless agreed otherwise;
- ✘ The ordered amount may contain defects. If it does, TINTEX will immediately proceed with compensation and delivery of that quantity whenever possible;
- ✘ There can be variations in Quality parameters (e.g., weight, width, etc.) between rolls of the same article.

10. *After-Sales Support Service*

If the Client faces any challenge or issue with the quality of the delivered goods and services, they are encouraged to contact their assorted TINTEX Business Developer, who will forward the matter to the After-Sales Support Manager. The latter will analyze the problem and resolve it as adequately as possible, in cooperation with the Client.

Complaints are valid up to forty (40) Business Days after delivery of the goods, and only if the merchandise is not processed and transformed in any way after inspection by the Client.

11. *Applicable Law and Jurisdiction*

With the acceptance of the order, or from the lack of rebuttal of the terms presented in this document in a period of 48 hours after confirmation of the order, it is considered that the Client accepts the conditions of these clauses.

The litigation of any nature that may arise between the parties about the interpretation or execution of the contract, or with regards to the commercial relationship, will be resolved according to Portuguese law, and is fixated as competent to settle any litigation the District Court of Viana do Castelo, renouncing any other.