

Moment by Moment B.V.

GENERAL TERMS OF SUPPLY

&

QUALITY MANUAL

MOMENT BY MOMENT B.V.

January 2021

Moment by Moment B.V.

General

As a supplier of fashion textiles/garments/scarves you will certainly acknowledge that nowadays customers and retailers have become more and more quality minded.

Doing so, the customers rely much on the appearance and the touch of the garment but cannot always measure with technical standards in this matter. The customer relies on Moment by Moment to guarantee the sold garments are free from defects in fabric/design/make and that they have been manufactured in a professional manner.

We can only guarantee the scarves and garments being of a good standard if they meet certain quality requirements (e.g. strength, colour fastness, care instructions, the way it maintains its appearance after prolonged use,).

Therefore, we would like to emphasize- beside our concerns related to the fashionable aspects of quality- the importance Moment by Moment attaches to the observance of its quality standards as established in the "Minimum quality requirements". They relate to fabrics as well as to manufacture.

Failure to perform these obligations shall be considered as "none conforming" deliveries and supplier shall be responsible towards Moment by Moment as described in the General Condition of Purchase.

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General Delivery Conditions & Instructions

The provisions indicated in this document "General Delivery Instructions for Scarves", apply in addition to the General Purchasing and Order Terms Moment by Moment gives the contractor an order to deliver scarves. (See scarf Order).

1 Scarf / Garment Order

The contractor must return the signed contracts, cq buying orders by fax/mail or post to Moment by Moment, within three business days after receipt.

If the contract is not signed and returned, the conditions will continue to apply which contain these Terms and Conditions of Moment by Moment. These conditions can at no time be exceeded by the delivery conditions of the supplier, although these conditions are possibly found as confirmation on their order confirmation contracts. The delivery date of Moment by Moment listed on its contracts; The purchase order delivery date is the only one valid. The supplier cannot refer to dates when he potentially may have received the letter or credit or the down payment on the contract cq. purchase orders.

2 Salesmen Samples Order

If the manufacturer is requested to make salesman samples for the collection of Moment by Moment, then this order will be accompanied by an indication of the number of salesman samples and the requested delivery time of when the salesman samples has to be in house of Moment by Moment.

Moment by Moment is not paying for screen charges and the samples can only be settled against the actual purchase price.

Samples will be sent at the expense of Moment by Moment, however, if the samples with the permission of Moment by Moment after the agreed delivery date are sent by the supplier, the freight cost will be charged to the supplier.

If the supplier does not deliver the right number of the ordered mode /article, which are listed on the sample form, Moment by Moment will receive a minimum discount of 25% over the value of the corresponding goods model/article from the supplier.

The supplier declares that all the samples which he receives from Moment by Moment or new derivations thereof, which the supplier must make in order by Moment by Moment, are exclusively for Moment by Moment. The supplier is hereby informed that all styles/designs of Moment by Moment are copyright protected and Moment by Moment reserves the right when the supplier violates these copyrights, to charge the supplier an immediate fine of 5,000 Euros as an advance on the (provisional) damage and the penalty will directly be settled with an outstanding balance(s) or yet to be delivered and invoiced goods to Moment by Moment.

The supplier must always return, together with the samples, the original sample. This sample must be in perfect condition. If the samples or holes are shown in such damage, then there will be charged 150.00 Euros by Moment by Moment for the sample. In the total absence of the original sample there will also be charged 150.00 Euros. If the supplier forgets to return the original samples with the new made sample the suppliers will send back the sample (s) on his cost

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3. Quality

- 3.1 Moment by Moment's minimum requirements for scarves/garments are described in "Minimum Quality Requirements QA 4.03 "(see 12)
- 3.2 For swatches selected for use, the contractor must provide technical specifications for the scarf/garments to buyer's department. The specifications must contain at least the aspects as indicated in the 'test' to perform on scarves/garments' appendix.
- 3.3 The contractor must send 1 scarf/garment of the first production (production sample/leader) by courier to the buyer at least 15 business days before the goods are sent. The item number and order number must be indicated with the shipment.
- 3.4 The contractor must test the production scarf/garment or have it tested and fax/mail a test report for the scarf/garment to the buyer's department. The scarf/garment must be tested in an accredited laboratory as below.

Recognized laboratories are:

- all Intertek Testing Services Laboratories

- 3.5 As soon as possible after production the contractor must send a production report (with quantities per colour per style number, with order number) to the relevant buyer. This report must indicate the width, length, colour(s), and quantities per colour of the scarf.
- 3.6 Only after written approval by Moment by Moment of:
 - the suppliers' test results
 - the information of the quantities per colour,The scarf order can be delivered by the contractor.
- 3.7 If a contractor delivers a scarf order and deviations are nevertheless observed by Moment by Moment, Moment by Moment reserves the right to refuse the goods and/or to cancel or dissolve the agreement with the contractor, in whole or in part, and/or to claim expenses incurred from the contractor.

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4. **Supplier Statement**

- 4.1 If the country of origin is European or is the partner of the states, the contractor must send to Moment by Moment a typed supplier statement (see appendix ÉG1207-2001').
- 4.2 If the supplier statement has not been received, the shipment will be refused when reported.

5. **Certificate of origin**

- 5.1 If the country of origin of the goods is not European, the contractor must include, in addition a supplier statement of origin. A suppliers' state of origin may also suffice.

6. **ATR**

If the country of origin is Turkey, the contractor must include, in addition to a supplier statement on conformation of the order, an ATR with the shipment.

7. **Invoice**

- 7.1 The contractor must invoice Moment by Moment separately for each delivery. The invoice must indicate at least the following information:
 - a. Contractors' bank number
 - b. Contractors' office address
 - c. The name of the relevant bank with the address and account number (swift number, IBan for suppliers abroad)
 - d. Moment by Moment purchase contract number
 - e. Moment by Moment item number
 - f. Description of the goods
 - g. Composition of fabric
 - h. Country of origin
 - i. Transport condition
 - j. Total quantity
 - k. Statistical number of goods
 - l. Price per unit
 - m. Total goods amount
 - n. Moment by Moment VAT number NL851617268B01
 - o. Suppliers VAT number
 - p. Payment terms

8. **Packing list**

- 8.1 The packing list must indicate the following:
 - a. Moment By Moment B.V. I- The Netherlands
 - b. Purchase contract number
 - c. Item number(s)
 - d. Total number of boxes
 - e. Colour number(s)

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- 8.2 The contractor must include the complete "shipment information" appendix with the packing list.
9. **Documents stream**
- 9.1 **FH (free house) + supplier statement**
The supplier statement must be faxed to the buyer's department together with the contract signed for approval. The original supplier statement must be sent to the relevant buyer. The invoice must be sent to the accounting department. The packing slip must also be faxed to the buying department.
- 9.2 **FH (free house) + COO**
The original COO must be sent by courier to the buyer's department no later than 10 business days before delivery of the goods. Together with the invoice and the packing slip.
- 9.3 **FOB (free on board)**
The original COO must be sent by courier to the buyer's department no later than 7 business days after the goods have been shipped. Together with the invoice and the packing slip Moment by Moment will indicate in separately the shippers to be used.
- 9.4 **Ex Works Europe**
The supplier statement must be faxed to the buyer's department, together with the signed contract for approval. The invoice must be sent to the accounting department. The packing slip must be faxed to the fabric department. Moment by Moment will indicate separately which shippers will have to be used.
- 9.5 For deliveries not delivered to the warehouse of Moment by Moment in The Netherlands: the packing list and invoice must be faxed to the buyer's department before the agreed shipping date.
- 9.6 If the contractor does not follow the instructions for the document flow, Moment by Moment reserves the right to claim the expenses incurred from the contractor.
10. **Trim**
- 10.1 Boxes must be filled by order and by colour or per separate customer. Supplier will receive from Moment by Moment after he has received the correct quantities per style per colour the packing lists for the individual customers of Moment by Moment. The supplier neither is therefore nor permitted to pack multiple orders in a single box or after approval. Boxes may not be under filled or over filled. For ergonomic reasons, the gross weight per box must not be more than 20 kg. If the maximum weight per box is exceeded, the number of items per box must be adjusted in consultation with Moment by Moments' buying department. Boxes must remain undamaged during normal transport.
- 10.2 The boxes must be marked on both short side as follows:
- Customer name or Moment by Moment name
 - Purchase contract number
 - Style number
 - Colour number
 - Contents (number of pieces)
- 10.3 Excess and shortfall deliveries of trim are not permitted.

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10.4 The boxes must be numbered and the numbers indicated on the packing slip.

Trim and distributing instructions for Moment by Moment deliveries:

After completion of the production of a model (models) supplier will send to Moment by Moment by mail the correct quantity of produced numbers per colour per model. In this respect he will mention the order number, the model number, the colour and the numbers per colour.

Within 48 hours after the receipt confirmation by Moment by Moment, Moment by Moment will send a customer division list per order, per model, per colour in a PDF file. The supplier will also receive from Moment by Moment packing list(s) per customer. The supplier has already received the address stickers per customer at the time of reception of the purchase order per model.

Of the various models of the Moment by Moment brand, which he announced to Moment by Moment, he will prepare a division per customer of the Moments by Moment brand with this division list(s). He will add the packing slips for the various customers to the delivery in the boxes, which he packed for the customer. These packing slip(s) will be glued on the right side of the customer's box in a plastic transparent sleeve. The boxes for the individual customers are then parceled up again in a box of the supplier. The address-sticker with the name and the address of the customer is glued in the middle of the top side of the boxes for the individual customer and the address-sticker with the name and the address of Moment by Moment is glued on the left bottom side of the top side of the boxes.

Not ever and in no way may you mention the name of the supplier on the boxes of the customers.

Always and exclusively mention the name of the customer and the name of the sender Moment by Moment B.V, Keienbergweg 34, 1111 GC Amsterdam, The Netherlands on these boxes.

The number of boxes per individual customer of Moment by Moment, which are inside the box of shipper, is mentioned on the packing slip of the extent box of the supplier. These packing slips and the address of the shipper of Moment by Moment are put in the right bottom corner of the box in a plastic transparent sleeve.

For example: Box 1: Number of boxes included 10.

Therefore, it can happen that there is only 1 (one) box for an individual customer of Moment by Moment in the box of supplier, as this customer bought an extent quantity.

The shipment by supplier may never and in no way be shipped without a packaging box around the boxes meant for customers of Moment by Moment.

The boxes of the contractor must be marked on the short side as follows:
Moment by Moment – Keienbergweg 34 1101 GC Amsterdam- the Netherlands

- Purchase contract number
- Number of boxes of individual customers Moment by Moment
- Item number(s)
- Content (number of pieces)

Excess and shortfall deliveries of trim are not permitted.

The boxes must be numbered and the numbers indicated on the packing slip.

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11. Deliveries

- 11.1 Each delivery must be accompanied by an Airway bill required for transport with an attached packing list and production report. (see 2.5)
- 11.2 If the scheduled delivery time cannot be achieved, the contractor must inform the buying department as soon as possible. When supplier is too late with sea freight shipments, he is obliged to ship out the goods with airfreight and he accepts that the difference in amount of shipment by airfreight with sea freight is paid by the contractor.

11.3 Deliveries must be reported to buyer at least 24 hours in advance.

11.4 Unless otherwise indicated or agreed, goods must be delivered at the following address:

For airfreight:

OTX Logistics Amsterdam

Airborne Avenue 65

2133 LV Hoofddorp

Nederland

Tel: +31 (0) 20655 0010

For sea freight:

OTX Logistics Rotterdam

Debussystraat 2

3161 WD Rhoon

Nederland

Tel: +31 (0) 10506 6510

- 11.5 Partial deliveries are not permitted unless prior written permission has been obtained from the buyer department. In that case, the contractor must clearly indicate 'partial delivery' on the packing list and invoice. Delivery variations larger than or smaller than 2 % on the ordered quantity are not allowed. If the supplier delivers 2% less as the order quantity Moment By Moment has the right to cancel the order or to take a reduction of 30% of the value of that specific order.

12. Payment terms

- 12.1 The payment terms are indicated in the contract. 30 days after arrival Amsterdam net. No Bank guarantee will be given.
- 12.2 If the contractor does not comply with the instructions corresponding to the relevant payment term, Moment by Moment reserves the right to claim the (additional) expenses incurred from the contractor.

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12.3 If the contractor quote in a foreign currency other as the Euro currency and the contractor is asking to pay in his requested foreign currency the amount which Moment by Moment has transferred on the specific date from his bank account is considered valid and the total amount. The contractor can not rate or conversion rate claim from Moment by Moment. The contractor can not claim any other rate from Moment by Moment or expenses for the payment from his own Bank. If the contractor quote in a foreign currency other as the Euro currency and he is asking to convert the payment in the Euro, the amount will be converted against that rate which is given out by the European Central Bank for the Euro for the date of the transfer of the amount. That amount Moment by Moment has transferred in the specific date from his bank is considered as valid and the total amount. The contractor can not claim any other rate from Moment by Moment or expenses for the payment from his own Bank.

13. Minimum quality requirements

13.1 It is recommended to use the Moment by Moment fabric/scarf specification sheet (see appendix) for detailed information about fabrics and scarves.

13.2 To ensure health of our clients and of the worldwide environment, the following (dye) materials are prohibited or restrained:

Articles produced for Moment by Moment must meet all European legal restrictions regarding forbidden chemical substances.

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Table of content:

- **Chemical substances, test methods and limits are listed in following order:**

Dyes:

- Carcinogenic Dyes
- Dyestuffs causing environmental problems
- Allergenic Disperse Dyes
- Azo Dyes

Cadmium

Chlorinated Organic Carriers

Chlorinated paraffins

Chromium VI

All flame retardants

Formaldehyde

Lead

Nickel

Organotin compounds

Pentachlorophenol (PCP)

Tetrachlorophenol (TeCP)

All Phthalates

- **Additional Moment by Moment requirements, test methods and limits**

Surface Flash

Corrosion

Odour

Polystyrene

pH Value

PVC

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Substance forbidden for health and safety reasons			Test method	Limit
Carcinogenic Dyes: The following dyestuffs are classified to be carcinogenic			TLC and LC-MS	Not detected
Generic Name	C.I. Structure Number	CAS-Number	DIN 54231 (draft) [previously known as DIN NMP 512]	
C.I. Acid Red 26	C.I. 16 150	3761-53-3		
C.I. Basic Red 9	C.I. 42 500	569-61-9		
C.I. Direct Black 38	C.I. 30 225	1937-37-7		
C.I. Direct Blue 6	C.I. 22 610	2602-46-2		
C.I. Direct Red 28	C.I.22 120	573-58-0		
C.I. Disperse Blue 1	C.I. 64 500	2475-45-8		
C.I. Disperse Yellow 3	C.I.11 855	2832-40-8		
C.I. Basic Violet 14	C.I. 42 510	632-99-5		
C.I. Disperse Orange11	C.I. 60 700	82-28-0		
Substance forbidden for health and safety reasons			Test method	Limit
The following Dyestuffs cause environmental problems			Extraction TLC	Banned during production
Generic Name		Index-Number		
Navy Blue 018112		611-070-00-02		
Substance forbidden for health and safety reasons			Test method	Limit
Allergenic Disperse Dyes: The following dyestuffs are classified to be allergenic			TLC and LC-MS	Detection limit 5 mg/l in extraction
Generic Name	C.I. Structure Nr.	CAS-Number	DIN 54231 (draft) [previously known as DIN NMP 512]	
C.I. Disperse Blue 1	C.I. 64 500	2475-45-8		
C.I. Disperse Blue 3	C.I. 61 505	2475-46-9		
C.I. Disperse Blue 7	C.I. 62 500	3179-90-6		
C.I. Disperse Blue 26	C.I. 63 305	3860-63-7		
C.I. Disperse Blue 35		12222-75-2		
C.I. Disperse Blue 102		12222-97-8		
C.I. Disperse Blue 106		12223-01-7		
C.I. Disperse Blue 124		61951-51-7		
C.I. Disperse Brown 1		23355-64-8		
C.I. Disperse Orange 1	C.I. 11 080	2581-69-3		
C.I. Disperse Orange 3	C.I. 11 005	730-40-5		
C.I. Disperse Orange 76/37		12223-33-5		
C.I. Disperse Red 1	C.I. 11 110	2872-52-8		
C.I. Disperse Red 11	C.I. 62 015	2872-48-2		
C.I. Disperse Red 17	C.I. 11 210	3179-89-3		
C.I. Disperse Yellow 1	C.I. 10 345	119-15-3		
C.I. Disperse Yellow 3	C.I. 11 855	2832-40-8		
C.I. Disperse Yellow 9	C.I. 10 375	6373-73-5		
C.I. Disperse Yellow 39		12236-29-2		
C.I. Disperse Yellow 49		54824-37-2		

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Substance forbidden for health and safety reasons			Test method	Limit
AZO Dyes: from which arylamines can be split off under reductive conditions:			LMBG Paragraph 35	30 mg/kg
	Index Number	CAS-Number	Textiles in general §35 LMBG 82.02-2 (Textiles EN14362-1)	
Biphenyl-4-ylamin 4-aimobiphenyl xenylamine	612-072-006	92-67-1	Textiles from PES: §35 LMBG 82.02-4 (Textiles EN14362-1)	
Benzidine	612-042-00-2	92-87-5	Leather §35 LMBG 82.02-3 (Leather ISO/TS 17234)	
4-chloro-o-toluidine		95-69-2		
2 naphtylamine	612-022-00-3	91-59-8		
o-aminoazotoluene 4-amino-2',3- dimethylazobenzene 4-o—tolylazo-otoluidine	611-006-00-3	97-56-3		
5-nitro-o-toluidine		99-55-8		
4-chloroaniline		106-47-8		
4-methoxy-m- phenylenediamine		615-05-4		
4,4'-methylenediamine 4,4'- diaminodiphenylmethane	612-051-00-1	101-77-9		
3,3'-dichlorobenzidine 3,3'-dichlorobiphenyl-4, 4'-ylenediamine	612-068-00-4	91-94-1		
3,3'-dimethoxybenzidine o-dianisidine	612-036-00-X	119-90-4		
3,3'-dimethylbenzidine 4,4'-bi-o-toluidine	612-041-00-7	119-93-7		
4,4'-methylenedi-o-toluidine	612-085-00-7	838-88-0		
6-methoxi-m-toluidine p-cresidine		120-71-8		
4,4'-metylene-bis-(2-chloro- aniline) 2,2'-dichloro-4,4'- methylenedianiline	612-078-00-9	101-14-4		
4,4'-oxydianiline		101-80-4		
4,4'-thiodianiline		139-65-1		
0-toluidine 2-aminooluene	612-091-00-X	95-53-4		

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4-methyl-m-phenylenediamine	612-099-00-3	95-80-7		
2,4,5-trimethylaniline		137-17-7		
o-anisidine 2-methoxyaniline	612-035-00-4	90-04-0		
4-amino azobenzene	611-008-00-4	60-09-3		

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Substance forbidden for health and safety reasons	Test method	Limit
Cadmium and its compounds	EN 1122	100 mg/kg

Substance forbidden for health and safety reasons	Test method	Limit
Chlorinated Organic Carriers	Extraction with dichlormethan, GC-MS	Not detected
Dichlorobenzenes		
Trichlorobenzenes		
Tetrachlorobenzenes		
Pentachlorobenzenes		
Hexachlorobenzenes		
Chlorotoluenes		
Dichlorotoluenes		
Trichlorotoluenes		
Tetrachlorotoluenes		
Pentachlorotoluenes		

Substance forbidden for health and safety reasons	Test method	Limit
Chlorinated paraffins Short Chain 2002/45/EC	Extraction with organic solvent Determination by GC-MS	100 mg/kg

Substance forbidden for health and safety reasons	Test method	Limit
Chromium VI	DIN 53314 -Pre-extraction for colored leather -Use of Dionex	3 mg/kg

Substance forbidden for health and safety reasons	Test method	Limit	
All flame retardants are forbidden – amongst others			
	CAS-number		
Tris-(2,3-dibromopropyl)-phosphate (TRIS)	126-72-7	Extraction with MeOH/LC-MS	Not detected
Tris- (aziridiny- phosphineoxide (TEPA)	5455-55-1	Extraction with KOH/Headspace/GC-MS	Not detected
Polybromobiphenyls(PBB)	59536-65-1	Extraction with MeOH/GC-MS	Not detected
Bis (2,3-dibromopropyl ether) of tetrabromobisphenol (BDBPT)	21850-44-2	Extraction with GC-MS	Not detected
Bis(2,3-dibromopropyl) phosphate (BBP)	5412-25-9	Extraction with GC-MS	Not detected
Octabromodiphenyl Ether (OctaBDE)	32536-52-0	Extraction with GC-MS	0,01%
Pentabromodiphenyl ether (PBDE)	32534-81-9	Extraction with GC-MS	0,01%

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Substance forbidden for health and safety reasons	Test method		Limit
Formaldehyde			
-Textiles:	DIN EN ISO 14184-1 (1999-02) (like Japanese Law 112)	-baby wear - worn next to the skin -outer wear	20 mg/kg 75 mg/kg 300 mg/kg
- Leather:	Pr DIN 53315, 06/96		150 mg/kg
- Wood:	Emission test ISO 717-part 1		0,1 ppm v/v

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Substance forbidden for health and safety reasons	Test method	Limit
Lead and its compounds	Microwave digestion	100 mg/kg

Substance forbidden for health and safety reasons	Test method	Limit
Nickel	EN 12472 EN 1811 PrEN 12471 Rubbing test	Consumer goods such as jewellery, snap fasteners, press buttons, zip fasteners, etc. which can come into contact with the human skin for a longer period must not release more than 0,5 µg nickel per cm ² per week. Additional articles should not show positive result according to prEN 12471, rubbing test.

Substance forbidden for Health and safety reasons	Test method	Limit
Organotin compounds	Extraction with water/ethanol/hexan, DIN 38407	
Tributyltin (TBT)		- Baby merchandise - Other merchandise
Dibutyltin (DBT)		- Baby merchandise - Other merchandise
		0,5 mg/kg 1,0 mg/kg
		1,0 mg/kg 1,0 mg/kg

Substance forbidden for Health and safety reasons	Test method	Limit
Pentachlorophenol (PCP)	<u>Printed polyester:</u> 1 - Extraction with ASE or alkaline extraction (KOH) 2 - Sample preparation according to method Paragraph 35 LMBG B 82.02-08, dated 06/2001 3 - Determination according to method Paragraph 35 LMBG B 82.02-08, dated 06/2001 with GC/MS (or with GC-	5 mg/kg -> 0,5 mg/kg for deliveries from 01.01.07

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Tetrachlorophenol (TeCP)	ECD) <u>Textiles and leather:</u> 1 - Extraction and sample preparation according to method Paragraph 35 LMBG B 82.02-08, dated 06/2001 2 - Determination according to method Paragraph 35 LMBG B 82.02-08, dated 06/2001 with GC-MS (or with GC-ECD)	
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Substance forbidden for health and safety reasons	Test method	Limit
All Phthalates	Extraction with organic solvents GC/LC-MS	In toys and articles made of soft PVC, intended to be put in the mouth of children under three years of age. 0,10% (1000 mg/kg)
All Phthalates for deliveries from 01.01.2007	Extraction with organic solvents GC/LC-MS	All articles, for all ages and whether or not designed for, or indeed capable of being placed in the mouth, 0,05% (500 mg/kg) (sum of all phthalates)

ADDITIONAL GROUPE INTERNATIONAL REQUIREMENTS		
	Test method	Limit
Surface Flash in pile materials and hairy cellulosic or cellulosic blend materials	EN1103 before and after washing	The first marker thread may not be passed
Corrosion of metal parts	EN 344-1 part 5.5.2	Metal parts must not show corrosion
Odour	SNV 195 651	3 (= clear)
Polystyrene in plastic parts	ISO 3175-1	When dry-cleaning is required plastic parts containing polystyrene (PS) are not allowed
PH value	ISO 3071-1980	Baby/Contact with the skin: 4.0 – 7.5 No skin contact:
PVC	FT-IR	Products made from PVC are banned in baby articles

13.3 For the minimum quality requirements for fabrics, knits, accessories and testing method, see appendix QA.4.03.

13.4 For specific clients, which will be indicated in the contract, Moment by Moment requires a test report which proves that there are no AZO-dyes, Carcinogenic Dyes and Allergenic Dyes been used (see appendix: Guideline for Mandatory Chemical Testing for Due Diligence). Or a recent öko-Tex standard 100'certificate.

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General purchasing and order terms for Moment by Moment

1. Area of application

- 1.1 These terms are part of every agreement during business to which Moment by Moment is partly as the recipient (e.g., buyer), in the broadest sense, of the goods and services, except as the parties have agreed otherwise in writing. "Goods" further refers to services as well, 'delivery of goods to the rendering of services, 'suppliers' to service providers ('contractor'), all in the broadest sense.
- 1.2 The applicability of any terms to which the contractor refers in any matter is hereby expressly renounced.
- 1.3 If Moment by Moment deviates from the general terms in an agreement, such deviation will apply only if and since it is agreed in writing and all provisions of the general terms from which there is no deviation will remain in full effect.
- 1.4 A contractor with whom an agreement is reached once under general terms will be considered to tacitly agree to their applicability to a later agreement to be concluded with Moment by Moment.
- 1.5 Since any provision of the following is not applicable verbatim in a particular case, it must be explained such that the purpose and effect of the provision are achieved in the intended case in a manner that corresponds to that of cases that are arranged thus. The fact that an arrangement has been made for a particular case must not result in contrary interpretations on other cases.

2. Creation of the agreement

- 2.1 Within 3 days from the date of an order from Moment by Moment, the contractor will accept the order by returning a signed copy of the order or informing Moment by Moment in writing that it does not accept the order. The contractor will be deemed to have accepted the order in the absence of any written rejection of the order within the stated period. The agreement between the contractor and Moment by Moment is created by acceptance of the order.
- 2.2 Agreements for the delivery of goods as well as additions or amendments to such agreements do not commit or obligate Moment by Moment until confirmed in writing by Moment by Moment to the contractor, even if preceded by verbal or telephone agreement by Moment by Moment employees.
- 2.3 Agreements bind Moment by Moment only to that which is indicated in the order as set out in article 16.1. If the order refers to previous orders and/or offers, such reference will be effective only since it is not contrary to the other contents of the order.
- 2.4 If the order refers to technical safety and/or other regulations, the contractor will be assumed to be familiar with them, unless it immediately informs Moment by Moment in writing of the contrary. Moment by Moment will then inform the contractor of such regulations.

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3. Quality requirements

- 3.1 All goods to be delivered by the contractor to Moment by Moment must comply with the quality requirements indicated in the General Delivery Instructions of Fabrics and Scarves or agreed on with Moment by Moment and must be identical to the approved reference samples: they must also correspond to what Moment by Moment may reasonably expect.
- 3.2 The goods to be delivered by the contractor must be of good quality, free of errors in design, execution and/or material.
- 3.3 New materials and professional employees must be used in work carried out by the contractor.
- 3.4 Samples/materials provided by Moment by Moment to the contractor may be used only to identify the relevant goods and may not be used by the contractor for other purposes.
- 3.5 Goods and/or services delivered will not comply with the agreement in any event if they do not comply with:
 - a. specifications indicated in the order or are not suitable for the purpose assigned to them by Moment by Moment, unless the contractor did not know, or was unable to know such purpose.
 - b. the Moment by Moment General Delivery Instructions for Scarves, as applicable (see 1.5);
 - c. legal safety regulations within the European Union;
 - d. standards that are customary and/or commonly used in the relevant area of trade.
 - e. requirements set out by legislation within the European Union regarding product liability.
- 3.6 If goods delivered do not comply with the requirement set out by Moment by Moment, the contractor will thereby immediately be in default and Moment by Moment will be entitled to dissolve the agreement immediately, i.e., without notice of default. Moment by Moment will be able to return goods delivered that do not comply, even if it does not dissolve the agreement, at the contractor's expense. Inasmuch as Moment by Moment still requires proper compliance with the agreement, the contractor will add to or replace goods returned and taken back, immediately - within a short period, to be indicated by Moment by Moment in writing – at no charge, regardless of all Moment by Moment's other rights in the matter.
- 3.7 If the goods do not comply with what is agreed what Moment by Moment expected of the goods or services and was reasonably entitled to expect, Moment by Moment will be entitled to suspend any performance it owes to the contractor (for whatever reason) and/or to compensation of the full damage it incurred, directly or indirectly, of any nature, including damage incurred by third parties.

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4. **Shortcomings in compliance; consequences for other orders**

- 4.1 If the contractor is seriously in default of compliance with any agreement, Moment by Moment will be entitled to cancel all other orders placed with the contractor, by means of a written notice to the contractor, provided they have not yet been executed. Moment by Moment will be entitled to do so even if there is no relationship between the shortcoming and the other orders that Moment by Moment wishes to cancel (in whole or in part).

5. **Interim inspections**

- 5.1 Moment by Moment will be always entitled to inspect and test the goods to be delivered and/or the work to be carried out, or to have them inspected or tested and to carry out a progress check, or have one carried out. The contractor will provide the necessary personal and material assistance to do so, within reason, give people or entities designated by Moment by Moment access at all time to the place(s) where the order is carried out and will provide a suitable space for the interim inspection.
- 5.2 All interim inspections and tests will be carried out using the specifications, regulations and documents mentioned in article 3.
- 5.3 All costs of interim inspections and test, except for the cost of Moment by Moment staff and third-party staff hired by Moment by Moment, will be at the contractor's expense.
- 5.4 In the event of rejection, Moment by Moment will inform the contractor in writing, indicating reasons.
- 5.5 Interim inspections and testing by Moment by Moment will never constitute acceptance of the goods to be delivered.

6. **Final testing and acceptance**

- 6.1 If the delivery is subject to final testing, the terms of article 5, provided they are relevant, will apply accordingly.
- 6.2 If delivery or certificated, statements, maintenance regulations or other documents have also been agreed, these will be part of the delivery and acceptance of the goods delivered will be deemed not to have occurred before delivery of said documents has occurred.

7. **Packaging, delivery and transport**

- 7.1 Goods to be delivered or goods held by the contractor must be packaged and secured such that they reach their final destination in good condition. Packaging must comply with legal regulations within the European Union.
- 7.2 Any instructions by Moment by Moment regarding preserving, marking, shipping and shipping documents to be included will be strictly obeyed by the contractor.
- 7.3 Unless otherwise agreed by the parties, the goods will be delivered free by the contractor to the place(s) as set out in the order. The risk of transport and packaging is for the contractor.

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- 7.4 Unless explicitly set out otherwise, the goods to be delivered are at the risk and expense of the contractor until delivery of the goods to the delivery address indicated by Moment by Moment. The cost of transport and any insurance is at the contractor's expense.
- 7.5 The contractor is obliged to insure all goods, provided they are its responsibility against any damage that may be caused to the goods.
- 7.6 Moment by Moment reserves the right to return packaging at the contractor's risk and expense against credit of the amount charged for it by the contractor to Moment by Moment.
- 7.7 Moment by Moment is entitled to refuse deliveries that do not comply with article 7.1, article 7.2 and the Moment by Moment General Delivery Instructions for Scarves and/or finished products
- 7.8 Inasmuch as Moment by Moment has indicated how it would like the goods to be transported, the contractor will carry out transport in the desired manner.
- 7.9 Inasmuch as agreements deviating from the above regarding transport and risk transfer are made by the parties based on any claim as indicated in the ICC INCO terms, the most recent version of the terms will bind the parties in determining rights and obligations in this regard.
- 8. Excess or shortage deliveries**
- 8.1 Moment by Moment is not obligated to receive larger quantities from the contractor than explicitly set out in the order.
- 8.2 If any time the contractor has ordered more Moment by Moment-specific raw materials, semi-finished products, packaging, labels etc., or had such manufactured, than according to the order placed, Moment by Moment need not receive them or pay the costs associated with acquisition or production, unless and since agreed with Moment by Moment beforehand in writing.
- 8.3 The contractor is not permitted to sell or deliver to third parties and excess production, except with Moment by Moment's prior permission.
- 8.4 Excess or shortfall deliveries, of ready-made items, to a maximum of 2% are allowed. By a difference more than 2%, Moment by Moment must be contacted in advance. In the event of a delivery of less than 98% of the quantity ordered, Moment by Moment will be entitled to refuse the entire delivery.
- 9. Transfer of property and risk**
- 9.1 Property and risk regarding the goods are transferred to Moment by Moment on delivery in the agreed place, in the agreed manner.
- 9.2 If goods are provided by Moment by Moment to the contractor for processing or as samples, will retain ownership of such goods. The contractor must retain said goods, clearly marked for Moment by Moment.
- 9.3 The risk regarding goods provided by Moment by Moment will be assumed by the contractor until said goods are accepted by Moment by Moment after delivery to Moment by Moment.

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- 9.4 For return shipments as indicated in article 3.6, the Contract will assume the cost, and the risk for the goods will be deemed to have remained with the contractor.

10. Force majeure

- 10.1 Neither party is obligated to fulfill any obligation if it is prevented from doing so by force majeure. Force majeure refers to any circumstance independent of the parties will that temporarily or permanently prevents compliance with the agreement and which is not at the parties' risk either according to law or reasonable and acceptable standards.
- 10.2 As soon as the contractor can reasonably expect that it cannot comply with any obligations under this agreement because of force majeure, it will immediately inform Moment by Moment in writing, indicating the nature of the force majeure, measure that it has taken or will be taken, the probable duration of the force majeure situation and the consequences for execution of this agreement.
- 10.3 If the contractor does not report the force majeure situation, or does not do so in a timely manner, or otherwise does not comply with the afore mentioned reporting obligation, it will not be able to claim force majeure, as of the time that it neglected to report it and will be in default in the event of failure to report, or failure to report in a timely manner.
- 10.4 If the force majeure situation has lasted longer than 10 days, the parties will be entitled to terminate the agreement by written notice.

11. Confidentiality

- 11.1 Both during and after the term of the agreement, the contractor will treat the information provided as part of the agreement regarding Moment by Moment's business affairs (including information on promotion events, quality requirements, regulations, models, drawings, schedules, designs, work methods, purchase and sale prices, work and clients of Moment by Moment and companies with Moment by Moment) as confidential and will not disclose it to any third party, unless this is strictly necessary for the execution of the agreement, or occurs with Moment by Moment's consent. The contractor is not entitled to inform third parties of the existence of the agreement in brochures, advertisements or otherwise through the media or letters, etc., without Moment by Moment's prior written permission
- 11.2 Notwithstanding the terms of article 11.1 the contractor guarantees that it will not provide information to competitors of Moment by Moment or of companies affiliated with Moment by Moment particularly not regarding the type, quantity, composition, attire, appearance, quality and price of goods delivered or to be delivered by the contractor to Moment by Moment, without Moment by Moment's written permission.
- 11.3 The contractor will impose the obligations of this article on its employees and third parties involved by the contractor in the execution of the agreements. The contractor will provide information to competitors of Moment by Moment or of the agreement. The contractor will provide evidence of this to Moment by Moment on the first request. If confidentiality is violated by a third party (employee or other auxiliary person), the contractor will take measures, legal or otherwise, as desired by Moment by Moment to prevent further violations.

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12. Intellectual and industrial property

- 12.1 Unless otherwise agreed in writing, Moment by Moment will hold all intellectual and/or industrial rights to material and information provided by Moment by Moment to the contractor and manufactured by or on behalf of the contractor for Moment by Moment, including (the appearance of) packaging, brands, labels, design, composition and/or specifications of products and semi finished products, as well as technical and commercial knowledge, models, patterns, templates, drawings, schedules and designs. As far as required, the contractor will transfer all right to the afore mentioned material and information to Moment by Moment. At Moment by Moment's first request, the contractor will also do everything required to affect such transfer.
- 12.2 The contractor will refrain from all violations of the rights indicated in article 12.1. In particular, the contractor will never provide, produce for or sell or deliver the aforementioned goods and/or information to any third party without the express prior written permission of Moment by Moment.
- 12.3 The contractor will use the material and information indicated in article 12.1 exclusively for the execution of the agreements and will return them to Moment by Moment immediately after necessary use.

13. Infringement in rights of third parties

- 13.1 The contractor guarantees that the goods sold and delivered or to be sold and delivered to Moment by Moment do not infringe on the rights of third parties, including copyrights, patents, corporate name and trademark rights, as well as rights to drawings and models. The contractor holds Moment by Moment harmless of claims by third parties in that regard and will compensate all expenses incurred by Moment by Moment in relation to such claims, including the cost of legal assistance and damage incurred. This provision will not apply if and since the goods in question are manufactured on basis of express instruction by Moment by Moment, such as specifications, designs, sketches, models, drawing or formulations provided by Moment by Moment, and the cause of the infringement lies in the instructions.
- 13.2 The contractor will impose the obligation indicated in article 13.1 on all suppliers it may use. The contractor will provide evidence if this to Moment by Moment on the first request. The contractor guarantees that said suppliers will comply with the relevant provisions and it will hold Moment by Moment harmless of all costs and damage arising for Moment by Moment from non-compliance with this provision by a supplier

14. Liability and guarantee

- 14.1 The contractor guarantees that goods it has delivered and is to deliver to Moment by Moment comply with the requirements regarding the safety of the product, the product designations, environmental aspects of the packaging and product liability.
- 14.2 The contractor holds Moment by Moment harmless from third-party claims regarding the obligations for the contractor under article 14.1 and will compensate all expenses incurred by Moment by Moment in relation to such claims, including the cost of legal assistance and damage incurred.

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14.3 If the Subcontractor Liability Act applies, the contractor will also hold Moment by Moment harmless for Moment by Moment's liability to a client or to third parties for non-compliance by the contractor or its subcontractor with its obligations under the Subcontractor Liability Act.

14.4 The contractor will immediately inform Moment by Moment of any third-party claims it has become aware of as indicated in articles 13.1, 14.2 and 14.3. Notwithstanding the terms of articles 13.1, 14.2 and 14.3, Moment by Moment will be entitled to assume the handling of said claims and contractor will provide Moment by Moment all necessary assistance therein.

15. **Penalty clause**

15.1 The contractor will owe Moment by Moment a penalty, due immediately, not subject to settlement, € 25.000. (twenty-five thousand euro) for each violation of article 8.3 (sale or delivery of excess production), article 11 (confidentiality), article 12 (intellectual and industrial property) and article 13 (infringement on rights of third parties), notwithstanding Moment by Moment's right to compensation of actual damage incurred.

FARE OVERVIEW

	Amount (exVAT)	Per
Administrative problems		
AP001 – No packing list	Euro € 50.00	Per p.o order
AP003 – No Certificate of Origin	€ 50.00	Per p.o order
AP004 – Wrong invoice (see GDI 6.1)	€50.00	Per p.o order
Information problems		
IP001 – Not passed on the tracking number	€ 50,00	Per p.o. order
IP002 – Not send a delivery sample	€ 150,00	Per p.o order
Packaging problems		
PP001 –Dimension of the box does not correct	€ 50,00	Per p.o order
PP002 – Box too heavy	€ 50,00	Per p.o order
PP003 – No content sticker on the boxes	€ 50,00	Per p.o order
Problems with articles		
PA001 – Hanging tags	€ 50,00	Per p.o order
PA002 – Price tags	€ 50,00	Per p.o order
PA003 – Sew in labels	€ 50,00	Per p.o order
PA004 – Washing-/composition labels	€ 50,00	Per p.o order
PA005 – Wrongly folded	€ 50,00	Per p.o order
Delivery problems		
DP001 – Not making the delivery date for the first 5 days, after 5 days 1% per day	0,5%	Per calendar day and 1% after the fifth day per day
DP002 – Not sending a production sample	€ 150,00	Per p.o order
DO003 – Not meeting the minimum quality requirements GDIU 15)	€ 50,00	Per p.o order

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16. Time of delivery

- 16.1 The date of delivery to Moment by Moment indicated on the order is a final deadline. If a week number is indicated, the last day of that week will be the final deadline. If the order indicates that delivery will occur 'approximately' on a date or in a week, the date or week indicated plus 4 days will be the final deadline.
- 16.2 If the contractor does not comply with the terms of article 16.1, Moment by Moment will be entitled without further notice of default and/or judicial intervention and notwithstanding all of Moment by Moment's other rights, to dissolve the agreement entirely or about the part thereof that is not delivered on time and if necessary, to have it carried out or delivered by a third party at the contractor's expense.
- 16.3 As soon as the contractor knows or expects that the items it is to deliver will not be delivered on time or that it cannot deliver on time, it must immediately inform Moment by Moment in writing, indicating the causes or circumstances rendering delivery on time impossible.
- 16.4 In the event of non-compliance with the agreed delivery time, Moment by Moment will be entitled to charge the contractor a discount on the agreed invoice value of 0,5% of each calendar day of the first 5 days' delay, and after the fifth day of the delay the discount will become 1% per day, notwithstanding all of Moment by Moment's other rights as set out in part 1 to 3 inclusive this article.

17. Payment terms

- 17.1 The agreed payment period begins at the time of delivery of the goods to the delivery address indicated by Moment by Moment, or – in the event of delivery to different delivery addresses – after the last delivery. In any event, however, the period will not begin before Moment by Moment has received the invoice. The payment date is the date on which Moment by Moment gives the bank its payment instructions. The payment period is 30 days net after arrival Amsterdam unless parties have agreed otherwise in writing.
- 17.2 Unless agreed otherwise, payment will be by contractor's bank account, as indicated by the contractor on the invoice, or the bank account known to Moment by Moment from previous transactions with the contractor. The contractor's invoice must comply with legal requirements in effect in The Netherlands and state a VAT number.
- 17.3 Payment reversal by the contractor for refunded shipments (including packaging) is by transfer to one of Moment by Moment's bank accounts no later than the date of receipt of the returned shipment by the contractor. The contractor cannot claim settlement or postponement.
- 17.4 Moment by Moment is entitled always to settle amounts it owes to the contractor against amounts receivable from the contractor for any reason.
- 17.5 Payment by Moment by Moment does not constitute acknowledgement of the contractor's claim, so that Moment by Moment retains the right to file claims regarding invoices already paid and goods already delivered.

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18. Country of origin

- 18.1 For all goods to be delivered by the contractor to Moment by Moment, the contractor will indicate the country in which the goods were manufactured, with the usual certificates of origin if necessary. All goods for European or Turkish origin must contain a EUR 1 – certificate.
- 18.2 At Moment by Moment's request, the contractor will provide Moment by Moment with the usual certificates of origin.

19. Transfer and subcontracting

- 19.1 The contractor may not transfer, assign or subcontract the order or part thereof without Moment by Moment's written permission.

20. Dissolution and termination

- 20.1 Notwithstanding the terms of article 3.6, 4 and 16,2 Moment by Moment is entitled to terminate the agreement, in whole or in parts, with the contractor, effective immediately, without notice of default and without judicial intervention, with written notice, if the contractor is granted suspension of payment, temporarily or otherwise, if bankruptcy is filed for regarding the contractor itself files for bankruptcy, or if its business is liquidated or terminated other than for restructuring or merger of businesses, and finally in the event that it proves impossible to obtain any import and/or export permits required from the relevant authorities regarding the goods that are to be delivered or have already been delivered.
- 20.2 If Moment by Moment can reasonably assume imminent non-compliance by the contractor with its obligations, Moment by Moment will be entitled to suspend its obligations and make further demands to assure obligations to Moment by Moment to be fulfilled by the contractor.
- 20.3 Notwithstanding the above, Moment by Moment will be always entitled to terminate the agreement in whole or in part. In that case, the contractor will be compensated exclusively for expenses preceding termination and possibly a reasonable amount to be determined for overhead and lost profits as well.
- 20.4 All claims on the contrary by Moment by Moment will be due immediately and in full in the event of one of the circumstances indicated in article 20.1.

21. Export

- 21.1 The contractor must comply with the relevant export provisions when exporting goods to be delivered to Moment by Moment. The contractor will hold Moment by Moment harmless for all third-party claims related to violations of the applicable export provisions attributed to the contractor.

22. Business code

- 22.1 The contractor states that it has acknowledged the business code of NKC (Dutch Clothing Convention) and will comply fully with said business code and act accordingly. The contractor accepts all consequences resulting from non-compliance with the business code.

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23. Applicable law and disputes

- 23.1 Dutch law applies exclusively to the agreement. The parties expressly exclude application of the UN Convention on Contracts for the International Sale of Goods (The "Vienna Treaty").
- 23.2 The judge in the place of Moment-by-Moment B.V.'s city will acknowledge all disputes between Moment by Moment and the contractor in the first instance, unless opposed by a compulsory provision of Dutch law. Moment by Moment nonetheless reserves the right to summons the contractor at its general domicile or office.

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	FABRIC SPECIFICATION SHEET To be returned a.s.a.p. to:	GI article n°: Supplier's article n°:
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Supplier:	Supplier n°:
Contact person:	Postal code/location:
Tel:	P.O. Box /location:
Fax:	@mail:

Season:	Date:	End use:
Set program:	<input type="checkbox"/> yes	<input type="checkbox"/> no

Characteristics	Test methods	Supplier's data
1. construction characteristics		
[a] Fiber content	Directives 96/73/EC+ 96/74EC EN 12127	.....
[b] Kind of fiber		<input type="checkbox"/> spun <input type="checkbox"/> filament
[c] Weight		.....g/sq.m g/r.m.
[d] Average piece length		.....m
[e] Overall width		.....cm
[f] Minimum usable width		.....cm
[g] Expected number of faults		...../10 r.m
2. Finishing characteristics		
[a] Type of finis(e.g. Teflon)	ISO 4920	.....
[b] Dyestuff class (e.g. reactive)		.....
[c] Optically brightened		<input type="checkbox"/> yes <input type="checkbox"/> no indicate process required
[d] Fusibility		<input type="checkbox"/> yes <input type="checkbox"/> no
[e] Permanent palatability		<input type="checkbox"/> yes <input type="checkbox"/> no
[f] Anti static finish		<input type="checkbox"/> yes <input type="checkbox"/> no
[g] Water repellent finish		<input type="checkbox"/> yes <input type="checkbox"/> no
3. Processing characteristics		
[a] Length of repeat/panel print		.....cm
[b] Width of repeat/panel print		.....cm
[c] Width of printed borders		.....cm
[d] Printed border constant width		<input type="checkbox"/> yes <input type="checkbox"/> no
[e] Bias distortion	%
[f] Napped goods		<input type="checkbox"/> yes <input type="checkbox"/> no
4. Care labeling		
Washing Bleaching Ironing Dry cleaning Tumble drying Wet clean	ISO 3758	CARE SYMBOLS NEET TO BE FILLED IN BY SUPPLIER
5. Mechanical and physical properties		

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[a] Tensile force	ISO 13934-2 N
[b] Seam force	ISO 13935-2N
[c] Seam slippage	ISO/DIS13936-1mm at.N load
[d] Tear force	ISO 13937-1	.....N
[e] Abrasion Martindale	ISO 12947-2	..... revolutions
[f] Pilling Modified Martindale	ISO 12945-2	125 revolutions rating.....
		500 revolutions rating.....
		1.000 revolutions rating.....
		2.000 revolutions rating.....
[g] Snagging	ASTM D 3939	rating.....
[h] Fiber penetration	EN 12132-1	rating.....
[i] Wrinkle recovery	ISO 9867	rating.....

Fabric Specification sheet

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Place and date:	Company stamp and signature:		