

**Paragraph 1. General**

conditions in one or more agreements.

agreement with A.

implementation of work between A and B.

1.4 Standard agreements handled by B. Are not apply able, unless these expressions are assumed written by A.

**Paragraph 2. Agreements**

2.1 The agreements, under what denomination, will work out after acceptance from A. Of a task by B. This acceptance can occur due to written confirmation from A., coming from the fact that A. Implemented the

**Paragraph 3. Offers and Orders**

3.1 every offer of A. is optional and is not binding A..

3.2 Images and descriptions of offers, quotes, prospecting, catalogues, drawings, designs, order confirmations, calculations, size and weight of contents, colour quotes or any given prescriptions of A. are

3.3 A. is first bounded to orders, also when accepted from a commercial agent, commercial travellers, intermediaries, or resellers, after A. accepted in written form, or the implementation of the order starts

**Paragraph 4. Written Documents**

4.1 concerning the written documents, which will be provided by A. to B., reserves A. to the ownership and copyright, also if for this written documents costs are calculated.

4.2 B. Is neither allowed to copy these documents, nor in original or photo state and hand them to thirds.

4.3 The written documents serve, after a dated request of A. within fourteen days after the request to A. to be returned. Failing that is B. an amount owed ad 566,00 euro, unless otherwise agreed, for each day that

4.4 B. Is not allowed in any way to make use of the trade name with which A. brings her products into traffic for advertising purposes and/or other publication, without express permission from A.

**Paragraph 5 Price/Payment**

5.1 If after the arrangement was set, one or more of the price factors went up, A is obligated to raise the arranged price accordingly, also when the raise is caused by the foreseeable conditions.

A. Will let B. know about any price raises as soon as possible. If any price raises happen within three months after the ingress of the agreement, B is entitled to dissolve within 5 working days after B could

5.2 All prices are excluding transport- and/or assembly costs, taxes and other matching charges.

5.3 All prices are non-committal. For A. the price is based on the Euro. However if the billing takes place in another currency then the Euro and if between the moment of coming to the agreement and the moment of executing of the agreement a rate change takes place, A. will be entitled to re-viewing the original price of arrangement.

about the price raise.

5.5 Payment should either be paid cash or COD within 15 days after invoice date. A. holds the right to unsubscribe from partial invoices. Payment can either happen cash or through bank statement.

5.6 In case of a late payment B. is legally in default and should pay the owed money with an interest rate of 1,25% per month, a part for the entire calculated, from the due date since to A., without further

5.7 If B. is negligent when keeping its commitment, A is entitled to suspend its proceedings.

5.8 If A. in the event of late payment from its collection to third parties nanas, B. will be bound to integral reimbursement of the extrajudicial collection costs. This extra-judicial collection costs amount to be

recovered shall be one ad Euro 4.550, 00 some 15 percent of the amount to be recovered shall be EUR and

5.9 If B. defaults in payments towards A., A. has the right to suspend all further implementation between the parties until the payments has taken place, while –if was arranged otherwise- about the delivery, cash

5.10 If A. were to get a clear signal of insolvency credit of B, or in case of insolvency executing the arrangement, or any term after the delivery is made. In this case A. has the right not to deliver anything unless B. has promised A. agreeable terms or prices. Regardless of whether this would be cash or took place sometime after the delivery was made. If this is the case, A. can stop the delivery of any further

5.11 B. is not obligated to reduce any progress to it by the owed to A. by B.

5.12 All that B. owes is directly claimable if B. does not meet its payment commitment, is declared bankrupt, requests suspension, are under guardianship, in case of garnishee on business and progress,

paragraph 6 of this article, the costs of the bill for B. days.

**Paragraph 6. Command execution and delivery**

6.1 The delivery time starts after acceptance of the contract and requested, done down payment. Hereby B. Is responsible for all information A. needs for adequately realizing the given task, timely are in the reach of A. If the payment in instalments is agreed and the first instalment recedes, the delivery time will start 0.2 The by A. stated delivery time is based on the working conditions in force at time of the order confirmation and on time delivery of the necessary for the implementation of the agreements, by A. ordered materials. If A. delay arising from change in working conditions or referred to by allowing for the timely implementation of the work ordered materials are delivered on time, the lead time is extended to 0.3 For deliveries on shop installations and warehouse establishments should B. to arrange for a suitable, dry storage space. B. Indemnify A. of all damage from fire, theft, damage, or damage whatever account to the delivered goods. Condition at execution of the installation or assembly, that employees or subcontractors of a full, dry, cleared areas, in their work hindered by third parties and not directly without obligation undisturbed. Costs by A. created, because of a delay caused by B. of the execution of the 6.4 Stated delivery times will never be regarded as a deadline, unless otherwise expressly agreed. In the event of late deliveries should be made therefore A. written notice of default.

6.5 If transport of the business account of A. non-attributable causes cannot continue, is A entitled the business at the expense and risk of B. store, without prejudice to the right to claim payment of B.

6.6 B. is held the business within a period to be determined in detail by A. to take off. After the expiry of the term specified by A. decrease business risk of B. and A. is entitled the affairs in that case for risk of B. store. Any costs, including storage costs, which A. by not conducting the business by B. should, by A. to B.

6.7 Place of delivery is the address of B, unless otherwise agreed.

postage costs at all times.

6.9 Except in cases of intent or gross negligence on the part of A., exceeding the delivery time B. not entitled to a full or partial dissolution of the contract or to compensation for any damage suffered by B. entitled to the costs that this entails to B..

6.11 Only additional expenses in connection with the delivery that A. at the express request of B. B. will be priced separately, unless otherwise agreed in written form.

6.12 In case of non-attributable shortcomings is A. at its option entitled, either the delivery time by the duration of the obstacle, either to extend the agreement, to the extent that is affected by the barrier,

### **Paragraph 7 Delivery on demand**

7.1 Blanket order refers to an order where the time of delivery depends on demand by B. In case of a blanket order the delivery has to take place within a demand period. If B. has not declined the order within the set period, A. can deliver the goods or store the goods in expenses and risk of B. A. should directly

### **Paragraph 8. Assurances/reservation of title**

8.1 In case A. has legitimate reason to doubt the willingness to pay and the financial solvency of B. she has the right before delivering or tasks to be carried out or tasks to continue, security to require honouring of all obligations of B. by virtue of the agreement. In case such security by B. gets refused, is A. free to

8.2 A. keeps the ownership of the too B. delivered affairs, until all her claims on B. regarding the counterpart for A. to B. under any agreement delivered or to be delivered affairs, and regarding the counting part for by A. by virtue of such an agreement for the purpose of B. carried out or to be carried

8.3 As long as the ownership isn't of B, he/she may not process, pledge, transfer ownership or give any rights to thirds, except as provided in the following paragraph.

8.4 B. is allowed to sell and deliver under retention delivered goods or her normal company to thirds. Outside this case B. is held to keep the normal retention delivered cases with the necessary carefulness and as recognizable ownership. In case of violation of the above given clause the compensation, regardless

8.5 A. is hereby by B. irrevocably authorized to take back the under retention delivered cases without legal interference, summons or in default condition. B. shall lend its cooperation on penalty of a fine of 455,00

By reversal of A. the agreement doesn't get unbound, unless A. told this to B.

### **Paragraph 9 Force majeure**

9.1 Under "force majeure" in these terms and conditions means any of the likes of A. independent circumstance-even though this was at the time the agreement was concluded to provide-which already comply with the agreement prevents either permanently or temporarily, as well as, to the extent not already understood: natural diseases, dangers of nuclear nature, mobilization, war, danger of war, civil war, riots, flood, strikes, workmen exclusion, lack of staff, blockage of transport, fire, quota or other

### **Paragraph 10 Suspension and termination**

10.1 In case of inability to fulfill the arrangement due to force majeure, A. is obligated forthwith to either suspend the execution of the agreement entirely or partly with at most with 6 months. Or dissolve the

10.2 If B. not, not properly or not timely (within three working days) after doing so by A. in default of any obligation for him from the agreement concluded with A. or from a related agreement, or if good ground exists to fear that B. is not able or will be able to comply with his contractual obligations towards to A. as well as in the event of bankruptcy, suspension of payment, cessation or partial transfer of the company of immediately due and payable

### **Paragraph 11 Liability**

11.1 A. is only responsible for the damage caused during the execution of the agreement, if and for so far:

- the damage is the result of on purpose and/or rude blame of A. and/or his supervisor or subordinate;
- A. the risk of the entering of this damage, not being the result of purpose and/or rude debt of A. and/or his supervisor subordinate, on the usual terms has insured, he must at least bin given the opportunity to insure himself on the usual terms. A. shall, in such a case, pay a fee that lives up to the highest target the

11.2 Not reimbursable by A. qualifies loss, and damage due to loss of income from B., by any means arise.

### **Paragraph 12 Guarantee**

12.1 A. guarantees the delivered only if and to the extent that any flaw the direct consequence of material and/or construction defects and if such a defect within two months from the date of invoice in writing A.. For warranty claims should always have the invoice is required. A. pursuant to this warranty is only obligated to repair and/or replace the delivered. Shipping to and from A. in the case of repair or replacement under warranty does not have a corresponding extension of the warranty period. If B. during

12.2 Out of warranty;

- small imperfections in the finish, which do not affect the soundness;
- damage caused by shape changes in constructions and of not properly executed Assembly work.
- damage resulting from work, changes which are supplied to it by or on behalf of B.

12.3 The warranty claim is permanently extinguished, if:

- the warranty expired
- the goods delivered to a third party in property have adopted or are in use.

### **Paragraph 13. Advertisement, Cancellation**

13.1 The control on the number of pieces is of the work rests with B. If not immediately after receipt of the delivered number of pieces is the subject of the complaint, are the amounts of-on the cargo manifests, delivery receipts or such documents-as correct recognized. Signs of any defects or damage should in order to be valid, by B. on the receipt be noted either by means of registered mail within the normal case, eight

13.2 Externally visible defects or appearance visible deviations from the specifications should as soon as possible and not later than within five working days of receipt of the goods delivered B. A. in writing logged

13.3 Non visible defects or not appearance visible deviations from the specifications should as soon as possible and not later than within five working after discovery of these flaws or defects and in any event within a period of two months from the invoice date by B. A. must be submitted in writing, failing it

13.4 Processed cases are deemed to have been approved without B. any right of advertising.

13.5 Advertising gives B. not the permission to suspend obligations in whole or in part.

13.6 Return shipping is only possible after prior consultation and for the attention of employees there by A. with whom the agreement is made. It should also be used by an employee sent return form. Return of goods by B. to A. shall be made at the expense and risk of B. return shipments that do not meet these conditions will A. be refused. If the advertising is, in the opinion of A. A. will at its option, either a fair play compensation not exceeding the invoice value of the goods delivered or the part of the notified business

13.7 Cancellation of an order by B. shall only be accepted, if the other party is willing to pay the bill of the costs already incurred. The aforementioned price of at least 15% of the agreed price with a minimum of €

**Paragraph 14 Applicable law**

14.1 The contract shall be governed by Dutch law.

**Paragraph 15 Competent court**

15.1 All disputes from the contractor are submitted by Parties for the exclusive trial submitted to the competent court in Flevoland, subject to the right of A. to a procedure for another competent court.

**Paragraph 16 Final provision**

16.1 These general sales, delivery and payment conditions are registered in the Chamber of Commerce Flevoland on 10 July 1999 under number 99/121. These general conditions of sale, delivery and payment