

**General Terms and Conditions of Van Baal Woningtextiel B.V., with registered office and place of business in Breda.**

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**Article 1: Applicability**

1.1 These general terms and conditions are applicable to all quotations issued by Van Baal Woningtextiel B.V., referred to hereinafter as: Van Baal, As well as all agreements concluded with Van Baal and the assignments awarded to Van Baal, including any rights and obligations arising from such business, any General Terms and Conditions maintained by the purchaser/client will be applicable to transactions with Van Baal only if Van Baal has given written permission for such.

1.2 Agreements and commitments that deviate from the contents of these General Terms and Conditions are solely binding for Van Baal if such have been expressly confirmed by Van Baal in writing.

1.3 Delivery terms such as "F.O.B." and "C.I.F." etc. are explained in accordance with the latest edition of "INCOTERMS" as issued by the international Chamber Of Commerce.

**Article 2: Offers, assignments**

2.1 All offers, in whatever form, made by Van Baal, are non-binding and may be retracted at any time, as long as assignments awarded as a result of said offer have not been accepted by Van Baal, unless expressly stated otherwise.

2.2 If an offer is accompanied by budgets, plans, catalogues or other documents, these will remain our property at all times and must be returned to us postage paid at first request. Such budgets, plans, catalogues or other documents also cannot be copied or divulged to third parties without our permission.

2.3 We reserve the right to refuse orders without statement of reasons, or to demand payment on delivery.

2.4 If and after an order has been sent to Van Baal and this order has been accepted, or if an agreement with Van Baal has been concluded, these can only be amended and/or cancelled with permission from Van Baal and in accordance with conditions stipulated by Van Baal. In the event of cancellation by the purchaser/client, 1/3 of the order price (incl. VAT) will be charged in lieu of cancellation costs, without prejudice to our entitlement to full compensation, incl. lost profits.

**Article 3: Delivery, risk**

3.1 Delivery will take place from Van Baal's warehouse. The transportation of the consignment is at the risk of the purchaser/client. Unless otherwise agreed, delivery will be made to the counterparty's home/business address.

3.2 Time of delivery is the moment the consignment is ready for transportation.

3.3 The counterparty is obliged to check the delivered goods/packaging for any defects and/or visible damage immediately upon delivery, or to carry out these checks after we have notified the counterparty that the goods are at the counterparty's disposal.

3.4 After receipt of the goods, the purchaser/client must check all goods were received in good order. Any defects and/or damage to the consignment and/or packaging present at the time of delivery must be listed by (or on behalf of) the counterparty on the delivery note, the invoice and/or the transport documents, failure of which will mean the counterparty is deemed to have approved the consignment. Complaints relating to: quantity and quality can only be submitted to Van Baal, in writing and with substantiation, within 8 days if there is plausible reason that it was not possible for the complaint to be detected sooner. Van Baal is not obliged to deal with complaints that are submitted after this period.

3.5 The submission of a complaint never results in the right to delay payment of the invoice.

3.6 specification of the delivery time will always be an estimate, unless expressly agreed otherwise in writing.

3.7 if the goods have not been collected by the counterparty after the end of the lead time, the goods will be stored and available at the counterparty's expense and risk.

**Article 4: Liability**

4.1 We reject all liability, insofar this has not been stipulated by law.

4.2 Our liability will never exceed the total amount of the relevant order, unless our insurers provide cover above and beyond.

4.3 With the exception of the generally applicable laws of public order and good faith, we are not bound by any compensation for damage of any nature whatsoever, directly or indirectly, including trading loss, to movable or immovable assets, or to persons, relating to both the counterparty and third parties.

4.4 We are not liable in any case for damage, arising from or caused by the use of the consignment or by the unsuitability of such for the purpose intended by the counterparty when purchasing the consignment.

4.5 Solely by taking receipt of the goods by or on behalf of the counterparty, we are protected against any claims by the counterparty and/or third parties for payment of damages, irrespective of whether the damage arose as a result of manufacturing and/or assembly defects, or any other cause whatsoever.

**Article 5: Taking receipt**

5.1 The purchaser/client is obliged to take receipt of the executed order immediately after it has been completed and/or becomes available to the purchaser/client, unless parties expressly agreed otherwise in writing. This also applies to partial orders.

5.2 If late receipt is taken of the order after completion and the order must be wholly or partially stored by Van Baal, any storage costs incurred must be paid by the client.

**Article 6:**

6.1 Refusal of acceptance by purchaser/client. Van Baal has fulfilled its delivery obligations by offering the goods to the purchaser/client once, in respect of the carrier's report including the acceptance refusal by the purchaser/client representing complete proof of a delivery attempt; in which case the costs of return delivery, storage and other costs will become payable by the purchaser or client. Purchaser/client cannot demand redelivery of the goods before the outstanding costs have been paid.

**Article 7: Prices**

7.1 Unless otherwise stated, our prices are:

- based on delivery ex our location, warehouse or other storage facility
- exclusive of VAT, import duties, other taxes, levies and rights
- exclusive of costs for packaging, loading and unloading, transportation and insurance
- in Euros; any exchange rate fluctuations will be included in our calculation

7.2 In the event of an increase in one or more of the cost price factors, we will be entitled to increase the order price accordingly, all of the above in accordance with due observance of any relevant legal requirements, on the understanding that known future price increases must be announced upon order confirmation.

#### **Article 8: Retention of title**

8.1 Delivered goods remain our property until the moment all deliveries and services (to be) performed as per our agreement have been settled, including interest and costs, by the counterparty. In case of a moratorium of payment, bankruptcy, suspension of payment, liquidation of the counterparty, or death if the counterparty is a private individual, we are entitled, without notice of default or legal intervention, to wholly or partially cancel the order and to recover the unpaid part of the delivery. Cancellation and return do not prejudice our right to compensation for loss or damage. In these cases, each one of our claims against the counterparty shall be payable in full immediately.

8.2 The goods may be sold on or used by the counterparty within the framework of its usual business operations, but must not be offered as collateral nor be used as security for any third party claims. In case of resale of goods not (yet) fully paid, the counterparty is liable to maintain the same terms of ownership as stipulated in these terms and conditions.

8.3 We shall at all times be entitled to remove the delivered goods from the counterparty or have such removed on the basis of these terms and conditions if the counterparty does not meet its obligations. To this end, the counterparty must offer all necessary cooperation at first request under penalty of a fine of € 450.00 per day of breach.

8.4 As security for the correct payment of all our claims, of whatever nature, we will furthermore obtain a nonpossessory lien - by virtue of the claim - on those goods that contain goods delivered by us, or that our goods are part of. For as long as one of our claims remains unsettled, we will also obtain a nonpossessory lien on all claims that the counterparty can make valid against any third party in relation to goods delivered by us. The counterparty is obliged to provide us with all relevant information and documentation pertaining to this end at first request, under penalty of a fine of €450.00 per day of breach. The assignment as signed by the counterparty and the subsequent written acceptance on our part will constitute a private instrument as specified by law.

#### **Article 9: Payment**

9.1 All payments must be made directly to Van Baal, without deduction or discount and, unless otherwise agreed, within the term as stipulated by Van Baal, unless expressly agreed otherwise and confirmed in writing by Van Baal; Van Baal reserves the right to demand security in the form of an advance payment, deposit and/or bank guarantee.

9.2 In case of non-timely payment of any amounts payable to Van Baal by the purchaser/client, the purchaser/client shall be deemed to be in default solely due to the fact non-timely payment has occurred, without this requiring a further demand letter or notice of default from Van Baal.

9.3 Purchaser/client shall have no recourse to compensation, discount or rebate; nor is the purchaser/client permitted to suspend payment in connection with alleged defects or shortcomings pertaining to the goods sold by Van Baal or the services carried out by Van Baal.

9.4 In case of non-timely payment of any amount by the purchaser/client, all other outstanding amounts will become claimable immediately and without delay, while Van Baal is also entitled to suspend or rescind all further uncompleted or partially completed agreements, without prejudice to the right to claim compensation for damages and lost profits.

9.5 From the first day the purchaser/client is in default, statutory interest will automatically be added to the due and payable claim by Van Baal.

9.6 The payments made by the purchaser/client shall always be applied to settle all payable interest and costs and then to claimable invoices that have been outstanding the longest, even if the purchaser/client states that the payment relates to a subsequent invoice.

#### **Article 10: Interest and costs**

10.1 If payment does not occur within the term as described in the previous article, the counterparty will be held in default by operation of the law and will be liable to pay interest over the outstanding amount from the invoice date, amounting to 17% per (part of a) month.

10.2 All judicial and extrajudicial costs to be incurred shall be charged to the counterparty. The judicial costs comprise all factual costs incurred by way of legal and procedural assistance during legal proceedings that exceed the court-approved scale of costs. Extrajudicial collection costs amount to at least 15% of the amount owed by the counterparty, including abovementioned interest, at a minimum of € 100.00.

#### **Article 11: Force majeure**

11.1 In these terms and conditions, force majeure shall mean: Every circumstance beyond the control of the parties or every unforeseen circumstance whereby the other party can no longer reasonably demand fulfilment of the agreement.

11.2 If the force majeure is, in our opinion, of a temporary nature, we shall have the right to temporarily suspend execution of the agreement until the circumstance leading to the force majeure no longer exists.

11.3 If we expect the force majeure to persist, parties may come to an arrangement about dissolution of the agreement and the relevant implications.

11.4 We are entitled to claim payment for the activities carried out related to execution of the agreement concerned before a situation caused by force majeure became evident.

11.5 The party that claims a force majeure situation (is imminent) must inform the other party of this immediately.

#### **Article 12: Intellectual property and confidentiality**

12.1 All hardware and software, drawings, templates and moulds, lithographs, designs, sketches, models and suchlike created by us or on our behalf for the purpose of execution of the agreement will remain our inalienable property, as well as the right to use this property. If the counterparty breaches our intellectual/industrial property rights in any way, the counterparty shall forfeit an immediately due and payable penalty of € 5,000.00 per breach, without prejudice to our entitlement to full compensation.

12.2 The counterparty shall guarantee at all times that the use of the information or suchlike as provided by the counterparty will not put us in contravention of statutory regulations or protected rights of third parties.

12.3 The counterparty fully indemnifies us against all direct consequences of claims made by third parties on the grounds of breaches of the guarantee as described in paragraph 2 of this chapter.

12.4 The parties are at all times bound to confidentiality relating to any details becoming known to them as part of an agreement. The counterparty will observe confidentiality relating to all data and information obtained on equipment and software, unless this knowledge could reasonably be considered common knowledge already.

#### **Article 13: Disputes**

13.1 Only Dutch law shall apply to all our offers, agreements and their execution.

13.2 All disputes, including those only considered as such by one of the parties, arising from or relating to the agreement to which these terms and conditions apply, or the relevant terms and conditions in themselves and their explanation or execution, both of factual and legal nature, will be decided upon by the competent court in Breda.