

## **General Terms and Conditions of Interior Consult B.V.**

**General Terms and Conditions of Delivery of Interior Consult B.V. with registered office and principal place of business in Nieuw-Vennep, registered at the Chamber of Commerce under number 28062005 (Amsterdam)**

### **Article 1: Application**

These general terms and conditions shall apply to all agreements with Interior Consult, offers made and/or agreements concluded by it with the customers, deliveries and services of whatever nature. The agreements concluded by Interior Consult shall be governed by Dutch law. These terms and conditions shall be considered to have been accepted formally and explicitly by our co-contracting parties, even if our general terms and conditions are in contradiction with their general or special terms and conditions of contracting, purchase or sale. The fact that a specific agreement differs in one of the stipulations of these general terms and conditions, shall not exclude the application of the other conditions. Commitments undertaken by our agents or representatives shall only commit us after we have confirmed them in writing.

### **Article 2: Quotations**

Art.2.1. Unless the quotation states otherwise, all quotations shall have a validity of 3 months to be calculated from the date of the quotation; they shall be based on the data, drawings provided by the customer and measurements derived from them and made, if at all, by Interior Consult. The customer shall inform Interior Consult of facts and/or circumstances that may affect the execution of the agreement, in so far he knew them or ought to know them.

Art.2.2. Any offers of Interior Consult shall be without obligation, unless the contrary is determined with the offer. Offers shall be based on data, drawings, etc. provided by the customer together with the request, if any, the correctness of which data, drawings, etc. Interior Consult may assume.

Art 2.3. Models, pictures, drawings, measurements, etc. provided by Interior Consult together with the offer, shall give a general representation of what is offered and shall not have commit Interior Consult.

Art. 2.4. Interior Consult shall remain the owner of the calculations, designs, pictures, drawings, samples and models provided together with the offer. If, after a request to that effect, these have not been returned by the customer to Interior Consult within the specified term, Interior Consult shall be entitled to charge these to the customer. Without the permission of Interior Consult, they shall neither be multiplied, nor be given to third parties for their inspection. Copyrights shall remain vested in Interior Consult.

Art. 2.5. If the order is not placed with it, Interior Consult shall be entitled to charge any costs that it has had to incur to make its order, to the customer.

Art. 2.6. The costs for the publication of a preliminary study and/or interior design proposal shall be at the account of the customer, unless agreed differently in writing.

Art. 2.7. The quoted prices shall apply for delivery free at production site, warehouse or shop, exclusive of turnover tax. The content of folders, brochures and other printed matter shall not bind Interior Consult, unless explicit reference to this is made in the agreement.

### **Article 3: Prices**

Art 3.1 The uniform prices of Interior Consult shall not take into account any special circumstances. In case of a change in the quantity of the delivered materials for whatever reason, the difference shall be charged to the customer.

Art 3.2 Prices shall be exclusive of BTW (Dutch Vat) and any other duties or taxes that may be levied or imposed by the authorities.

Art 3.3 If, after an agreement has been concluded, the customer wishes to cancel it, 100% of the order price (incl. of BTW) shall be charged as cancellation cost, inclusive of loss of profit.

#### **Article 4: Agreement**

Art. 4.1. Orders or agreements, whatever they are called, shall only have been concluded after explicit acceptance by Interior Consult. This explicit acceptance shall appear from the written confirmation of Interior Consult, which the customer shall return to Interior Consult in a legally valid manner within 3 working days.

Art. 4.2. Agreements with subordinate employees of Interior Consult shall not be binding if not confirmed by the latter in writing. Subordinate employees shall refer in this context to all employees who do not have power of attorney.

Art. 4.3 In the execution of an agreement with a customer, Interior Consult shall never be obliged to pay compensation other than explicitly set out in these terms and conditions, in particular not compensation for other direct or indirect damage, including damage of third parties, loss of profit, and the like.

#### **Article 5: Delivery**

Art. 5.1. Unless agreed on otherwise in writing, delivery shall be free at the agreed address.

Art. 5.2. Agreed delivery dates shall never be fixed dates. Interior Consult shall only be in default after it has received a written notice of default from the customer, within 2 weeks after the default date.

Art. 5.3. If the delivery is postponed or expedited upon the request of the customer, Interior Consult shall be entitled to be reimbursed for the cost resulting from this.

Art. 5.4 The risk in respect of damage and loss of the delivered goods and of any damage that may result from it shall pass to the customer immediately upon delivery. The supplier shall retain title to all goods delivered by the supplier until the customer has paid the purchase price, as well as any other debt as referred to in Section 3.92 paragraph 2 of the Dutch Civil Code.

#### **Article 6: Payment**

Art. 6.1. Each purchase agreement, even if it also contains the contracting of work, shall be concluded under the general condition: by means of payment or transfer to a bank or giro account specified by us within 14 days after invoice date.

Art. 6.2. Unless otherwise agreed, the payment terms shall be: Payments within 14 days after invoice date. Larger objects and contracting of work:

35% of the agreed price when placing the order with Interior Consult

30% of the agreed price at the start of the work at the project

30% of the agreed price at the 1<sup>st</sup> completion, or commissioning / end of the work

05% of the agreed price upon completing the inspection list, or 2<sup>nd</sup> completion.

Art. 6.3. Interior Consult shall be entitled at any time to demand security for payment from the customer or to demand full advance payment, before making delivery.

Art. 6.4 If the customer fails to pay within the period of 14 days, the customer shall be in default by operation of law. The customer shall then owe a monthly interest based on the then prevailing legal interest. The interest on the due amount shall be calculated from the moment that the customer is in default to the moment of settlement of the full amount.

Art. 6.5 If the customer fails to fulfil one or more of his obligations (on time), then any reasonable costs incurred to have all debts paid extrajudicially shall be borne by the customer. The customer shall in any case owe the collection charges in the event of a monetary claim. The collection charges shall be calculated in accordance with the collection rate as advised by the Nederlandse Orde van Advocaten [*Netherlands Bar*] in collection cases.

## **Article 7: Industrial and intellectual property rights**

Art. 7.1. Unless agreed otherwise, Interior Consult shall retain the copyrights, as well as any other rights of intellectual or industrial property on the designs, sketches, drawings, models, and quotations provided by it. These documents shall remain the property of Interior Consult and shall not be copied, shown to third parties or used in any other manner without express permission, irrespective of whether costs have been charged to the customer for them. The customer shall return these matters to Interior Consult upon first demand, on penalty of a fine of € 500 per day.

Art. 7.2. The title of the above-mentioned matters shall only be transferred to the customer after he has fulfilled all payment obligations that arise from the corresponding order.

## **Article 8: Delivery**

Art. 8.1 Any shortage or damage to the delivered goods or the packing that are found upon delivery must be mentioned by the customer or on his behalf on the delivery note, the invoice or the transport documents. Failing this, the customer shall be deemed to have approved of the delivered goods. Complaints shall no longer be taken up then.

Art. 8.2. The customer shall inform Interior Consult that it must notify him of special circumstances that require the use of a lift, hoist or crane. In that case, the agreement shall set out at whose expense and risk the special aids will be. In case of incorrect or incomplete information by the customer, the cost of use of special aids shall be at his expense.

Art 8.3. If goods have not been taken possession of by the customer after expiry of the delivery term, they shall be stored for his disposal at his expense and risk.

## **Article 9: Completion**

Art 9.1. When the work is commissioned without completion, the work shall be considered commissioned and retroactive complaints shall no longer be taken up. Interior Consult shall receive ample opportunity at any time to deliver the work to the customer.

Art 9.2. Small defects that can be corrected in the short term shall not be a reason to withhold approval.

Art 9.3. In case approval of the work is withheld, the customer shall send Interior Consult written notification to this effect.

Art 9.4 Interior Consult shall no longer be liable for defects to the work except if the work contains a defect and the customer has reported this within 6 weeks after discovery. The action in respect of defect shall no longer be allowed if it is

brought after expiry of 1 year after the date of completion. A defect shall only be considered a hidden defect if, reasonably, it could not have been distinguished earlier than at the time of discovery.

## **Article 10: Risk / Retention of title**

Art. 10.1. The risk in respect of damage and loss of the delivered goods and of any damage resulting from damage and loss shall pass to the customer immediately upon delivery. The title of all goods delivered by the supplier shall be retained by the supplier until the customer has paid the purchase price, as well as any other debt as referred to in Section 3:92 paragraph 2 of the Dutch Civil Code.

Art. 10.2. The customer shall not be entitled to pledge the goods delivered under retention of title or to have them serve as security, or to give them up to third parties.

Art. 10.3. If the customer does not fulfil his payment obligations in due time, he shall give Interior Consult the opportunity, upon the latter's demand, to collect the goods delivered under retention of title, from the place where they are. The cost of collection shall be borne by the customer.

## **Article 11: Guarantees**

Art. 11.1. After the first completion of the work, a 3-months' guarantee period shall apply.

Art. 11.2. For manufacturing faults that, depending on their nature, may be discovered after a longer period of time, a period of one year after the first completion shall apply.

Art. 11.3. If partial completion of the work takes place, the guarantee periods shall start upon completion of these parts.

Art. 11.4. The guarantee obligation shall no longer apply to those parts of the work that show defects, if repairs or other work has been done to them by others without the written permission of Interior Consult.

Art. 11.5. No guarantee shall apply to constructions or materials prescribed by the customer or for material of part of the work provided by the customer or by third parties at his instruction.

Art. 11.6. Repairs or changes that relate to paragraph 5, shall be made entirely at the risk of the customer.

Art. 11.7. No guarantee shall apply in respect of glass, discoloration of wood and minor colour differences of wood and other materials.

Art. 11.8. Guarantee shall only apply if the work is used as destined in accordance with the order; if nothing has been agreed on the use destination otherwise, guarantee shall only apply in the case of normal use.

Art. 11.9. Guarantee shall only apply in normal circumstances. This shall include: ensuring sufficient humidity in the atmosphere, no exposure to too high humidity in the atmosphere, no exposure to too high humidity or dryness, cold, heat, compliance with the correct washing instructions, etc.

## **Article 12: Liability**

Art. 12.1. Without prejudice to the guarantee stipulation and except for liability for damage caused by intention or gross negligence of Interior Consult, Interior Consult expressly excludes all liability towards the customer for any damage whatever the cause may be.

Art. 12.2. If and to the extent that any liability should rest with Interior Consult, on whatever basis, this liability shall at any time be limited to the amount invoiced in the principal amount for the concerned order, exclusive of BTW, or, if this amount is higher, up to the amount that will be paid to Interior Consult for the damage by third parties or the insurers.

## **Article 13: Complaints**

Art. 13.1. Complaints in respect of transport damages, short delivery and or visible defects shall be reported to Interior Consult by the customer within 48 hours after delivery of the goods. The guarantee shall not apply if this condition is not fulfilled.

Art. 13.2. Complaints in respect of non-visible defects shall be communicated to Interior Consult by the customer with due speed after the latter has discovered the defect or could reasonably have discovered it. This on penalty of cancellation of guarantee.

Art. 13.3. Return consignments shall not be accepted by Interior Consult, unless in respect of a complaint and after it has permitted this in writing. Freight shall be at the expense of the customer in that case.

Art. 13.4. Complaints about invoices shall also be submitted in writing and this within 7 days after invoice date.

Art. 13.5. After expiry of these periods, the customer shall be deemed to have approved the delivered goods or the invoice, respectively. After that period, complaints shall no longer be taken up by Interior Consult.

Art. 13.6. If, at the end of the project, specific matters must still be completed and these cannot be realised in the short term, the customer shall be entitled only in that case to withhold an amount representing those specific matters.

#### **Article 14: Force majeure**

Art. 14.1. Interior Consult shall not be obliged to fulfil any obligation if it is prevented from doing so due to a circumstance through no fault of its own and which cannot be attributed to it by virtue of law, juristic act or generally accepted practice.

Art. 14.2. If, due to force majeure or any other extraordinary circumstance, such as, inter alia, late delivery by third parties, Interior Consult is not able to fulfil its obligations in due time, Interior Consult shall be entitled to execute the agreement still within a reasonable term, or – if fulfilment within a reasonable term is not possible – to declare the agreement completely or partially dissolved.

Art. 14.3. In the case mentioned in paragraph 2, the customer shall neither be entitled to dissolve the agreement nor to claim compensation.

#### **Article 15: Changes to the order**

Art.15.1. After the order has been given, the customer may only make changes to the order if Interior Consult agrees.

Art.15.2. Changes still desired by the customer after the order has been placed shall be agreed on by the parties in writing. If they are agreed on orally or by telephone, the risk of the execution of the changes shall be at the expense of the customer.

Art. 15.3 Any additional work shall be at the expense of the customer, unless expressly agreed otherwise in writing. In case of less work than contractually agreed on, the customer shall only be entitled to deduction of maximum 85% of the value of the contractual variation. As soon as possible after an order for a contractual variation (either additional work or less work), Interior Consult shall inform the customer in writing of the change in price and the date on which the work can be completed with due observance of the contractual variation. The order for change shall be part of the work.

Art. 15.4. As a result of changes made by the customer to an already placed order, additional work may be charged and/or the delivery term may be exceeded by Interior Consult. Interior Consult shall inform the customer of this as soon as possible.

Art. 15.5. By additional work shall also be understood the cost incurred by Interior Consult pursuant to the already placed order, in respect of work already performed or goods already ordered.

Art. 15.6. An impediment in the execution or progress of the execution that can be imputed to the customer or third parties, shall be considered as a change desired by the customer as referred to in paragraph 1 of this article.

Art. 15.7. In case of a dispute about the amount of the invoice for additional work, the customer shall pay the contested part to a blocked account specified by Interior Consult. After settlement of the dispute, the thus paid part shall be repaid or transferred in accordance with the decision.

#### **Article 16: Call-out charges**

Interior Consult shall be entitled to charge call-out charges, provided this was agreed on at the conclusion of the agreement.

#### **Article 17: Choice of law**

Art. 17.1. All agreements of Interior Consult shall be governed by Dutch law.

Art. 17.2. Any disputes between Interior Consult and customers shall be submitted to the competent court in the Haarlem District. However, Interior Consult reserves the right to submit disputes to the competent court in the place of registration of the customer.  
Address: P.O. Box 208, 2150 AE Nieuw-Vennep