

## **GENERIC DELIVERY TERMS AND CONDITIONS** **May 2015**

### **Article 1 Generic**

These generic conditions form an integral part of the agreement made between Kloosterboer Decor B.V. on one hand and the client on the other hand. By signing the agreement, the client states to agree to these generic terms and conditions.

If in the agreement, the present generic conditions are deviated from, the agreement prevails.

These conditions are also applicable for agreements with the contractor, whereby for the enactment third parties are needed.

The personal conditions of the client are not applicable on the hereby mentioned agreements, unless Kloosterboer Decor B.V. accepted the conditions of the contractor in writing.

If two agreements are made related to the enactment of tasks, the agreement with the latter date is valid.

### **Article 2 the establishment of an agreement**

Quotations of Kloosterboer Decor B.V. are non-binding, unless explicitly mentioned otherwise. The agreement is firstly established after the tasks are accepted by us in writing. The task confirmation is supposed to portray the agreement correctly and complete.

The generic conditions are also applicable for tasks that are differently established between parties, for instance if the conditions were applied and agreed to on (a) previous agreement(s) between the parties.

If additional or changed arrangements are agreed upon, these are only binding if these are agreed in writing, in the form of a signed by both parties additional-clause on the agreement. The start date of the additions/changes is specified on that page.

Verbal arrangements regarding additions or changes of the agreements should be established as soon as possible, or at least within fourteen days in the manner as specified in the prior clause.

If whilst the enactment of the agreed tasks should appear that the client provided false/incomplete information whereby the quotation as well as the task confirmation, would they be informed about this, differ, then the client must accept the quotation amended by the new knowledge. Should the client fail to meet these new conditions, we are entitled to terminate the agreement without any legal intervention and to place the liability of the (to) suffer/suffered damages and/or losses, on the client.

Every agreement is contracted on our part under the suspensory condition that the counterparty exclusively – through our assessment – proves to be sufficient creditworthy for the financial compliance of the agreement.

We are entitled at or after the establishment of the agreement, before giving further enactment, to demand certainty from the client of payment as well as the fulfilment of the other obligations.

### **Article 3 Delivery and delivery times**

The client is obliged to examine the delivered directly at delivery on any shortcomings or damages. This examination can also be done after the communication that the goods are available for the client.

Any shortcomings or damages of the delivered at delivery should be reported by the client at delivery. Should the client not report this directly, then he is seen to have accepted and approved the delivered goods. Advertisements in that regards, such as meant in article 9 of these generic conditions, will not be handled anymore.

If a part of the, to delivered goods are damaged, it is not influenced on the purchase obligation by the contractor of the other to delivered goods.

We set the definite delivery times at approach unless explicitly agreed upon otherwise in writing. Exceeding, because of any reason, does not necessitate us towards the client to provide some sort of compensation for possible damages suffered by her or third parties.

The client does not obtain the right to adjournment of any obligation for what she is liable in regards to/or a different contracted agreement. The same is applicable for the client desired urgent delivery and/or deliveries wherefore the client delayed a final deadline.

If the task is performed on the location of the contractor or on a different appointed location by the client, the liability of the risk of damages on the, to delivered goods, is placed on the client from the beginning of the enactment of the task. This is only different if the damage is caused by the intent or reckless handling of Kloosterboer Decor B.V.

We are authorized to deliver an order complete or partial. When we deliver partially, we are entitled, per invoice to seek instalment payments in accordance with the applicable payment conditions, mentioned in article 5 of these conditions.

In all instances the client is obliged to accept the delivered goods. Goods that are not accepted at the agreed date and time or within the agreed term are stored by us for account and risk of the client.

After delivery of the performed task / goods the risk is placed upon the client.

### **Article 4 Warranty**

Kloosterboer Decor B.V. is not responsible for any damages and/or shortcomings that are formed by any action(s) or neglect of the client or third parties or by from outside coming causes.

On delivered goods we are never bound to exceed further warranty than the warranty given to us by the manufacturer of the delivered goods. We never provide warranty on repairs. All other warranty conditions are mentioned in quotations and / or task confirmations.

A complaint in regards to the, to delivered goods and/or an appeal on the warranty has no influence on the payment obligations of the client.

### **Article 5 Prices**

If whilst the duration of the agreement price increasing changes arise because of, changes in salaries and other employment conditions such as surcharges on salaries, premium increases for the social laws, increases of expenses, cost price increases due to external costs, we are authorized to increase the agreed amount in the meantime.

### **Article 6 Payment**

Payment must be made within 30 days after invoice date, without any discount or compensation, unless agreed upon in writing and on a by us appointed bank- or giro account. The on the bank- and/or giro statement specified value date is decisive and is categorised as the payment date.

By exceeding this term the client is legally considered to be in omission without us being bound to her to point out any of these shortcomings. By exceeding the term of that mentioned in section 1, the client owes us the legal commercial interest, calculated from the expiry date of that invoice. Furthermore, at exceeding this term, all costs made by us, legally as well as non-legally are for the client.

Non-legal costs are owed by the client in any case where we hired third parties for the collection of the owed amount or that of what the client obliged us to. These non-legal costs amount to 15% of the total sum, with a minimum of € 40,00, without us being bound to prove that these costs are made. If the client does not, not properly or not in time complies with any obligation, enclosed in the agreement or from a thus coherent agreement arises, we are authorized to, without notice of shortcoming and without legal intervention, postpone the agreement for the maximum of 6 months, or partially or fully terminate the agreement. In this case, we are, not bound to provide any compensation and still have unabated right to compensation. This is also applicable when there is serious doubt that the client has the ability to meet the contractual obligations towards us, as well as in the case of a bankruptcy, suspension of payment, cessation, liquidation or complete or partial transmission – without security – of the business of the client.

The client cannot appeal on settlements, from any place whatsoever.

### **Article 7 Property rights**

Property of our delivered goods are placed upon the client as soon as the client has met the indebted to us in relation of the delivered goods. This is not only the total payable amount, inclusive of the conditions owed surcharged and compensations, but also the possible interest and costs. Furthermore. We maintain the property for the delivered goods as long all her claims from delivery of goods are not, or not complete fulfilled by the client.

If the client has transmitted the goods as part of normal business operations before the rights of the property is transmitted to her, the customer of the client becomes the custodian of the goods towards us.

The client is obliged to communicate a thereof restriction at delivery. The custodian must indicate at first warning/reminder where the goods are stored and enable us to repossess the goods. As long the property is not transmitted to the

client, the client is not allowed to pawn the goods, transmit the property in certainty, or give any third party any rights on the goods.

If the client does not comply with one of these obligations; suspension of payment, request of suspension, bankruptcy, or liquidation of affairs of the client, in the case of his death, we are authorized to repossess the by us delivered goods that were not completely paid off as property, from both the client as from third parties after transmitting as meant in the previous article, our right to compensation from suffered or yet to suffer damages is unabated.

Only with our explicit written consent is the client entitled to use and/or sell, the by us delivered goods provided that and as far as this is needed for a normal business operation.

#### **Article 8 Lien**

We are authorized to keep goods, that we received of the client until satisfaction of the agreement is met, regardless if this agreement has relation to the mentioned or other goods from the client, unless the client secured satisfaction.

We also have this lien if the client is in the position of going/being bankrupt.

#### **Article 9 Claims**

Possible claims are only handled if they are – directly – within 8 days after delivery of the particular goods have reached us in writing, under accurate statement of the nature and grounds of the complaint.

Shortcomings without visible effects must be reported to us in writing within eight days of discovery but latest within three months after delivery.

The client must give us the opportunity to inspect the delivered goods in unchanged capacity to see whether the claim is unreasonable.

Complaints about invoices should also be reported in writing within eight days after the send date of the invoices.

After these terms have passed the client is considered to have accepted the delivered, also respectable of the invoice. Claims are at that point not handled by us anymore. The reporting of a claim never dismisses a client of his payment obligations.

Goods that have an ongoing claim report and that are stored at another location than our supervision, are stored by the client at own costs and risks.

Returns of the delivered can only take place after prior written consent and under determined conditions.

#### **Article 10 Liability**

We only accept liability for the damages suffered by the client that is a result of an imputable shortcoming from our side, in the fulfilment of the agreement, provided that and as far as this liability is covered by our insurance, and does not exceed the amount of the insurances' allowance. The relevant insurance policy is available for insight at the office of Kloosterboer Decor B.V. and can, if required, be forwarded.

If the insurance for any reason what so ever does not pay out or if the damages are not covered by the insurance, the compensation will never be higher than the damaging supplies coherent invoice value.

We are liable for mistakes of our employees in the case of intent or gross fault. Again, in this case, the compensation will never be higher than the damaging supplies coherent invoice value. Before placing the liability on us conform of the prior, the client must always give us the opportunity to limit the caused damages or to undo them.

Every liability on our side for business damages, consequential damages or other indirect damages, including damages for loss of profit, missed savings or loss of data, is excluded insistently.

The right of compensation as a result of this article, expires regardless six months after the damage event is acknowledged.

#### **Article 11 Supremacy**

Supremacy in this case is defined as:

Every will of the parties' independent circumstances whereby reasonable fulfilment of the agreement cannot be desired by the client from us. 'Supremacy' is in any case seen as; strikes, transport difficulties, fire, government measures including at least import and export prohibitions and restrictions, business malfunctions from us or our suppliers, as well as non-performance by our suppliers that makes us unable to fulfil our obligations towards the client.

If in our opinion the supremacy will only be for a limited time, we have the right to suspend the enactment of the agreement as long till the circumstances that result in supremacy are terminated.

If in our opinion the supremacy situation is of permanent nature, then the parties can make an arrangement about the termination of the agreement and the related consequences.

We are authorized to mandate payment of the achievements that were reached in the enactment of the agreement, before the supremacy causing circumstance formed.

We have the right to appeal on supremacy if the circumstance that creates the supremacy arises after we should have reached the achievement of the tasks in the agreement.

#### **Article 12 Reservation of ownership / copyright**

We are at any point in time authorized to remove delivered goods at clients or her custodians, should the client not fulfil her obligations towards us. The client must fully cooperate in such a case and a sanction of a, €500,00, fine will be implemented if this is not fulfilled.

We are permitted to make pictures of tasks, unless submitted by third parties, and use these pictures for promotional purposes.

The authors and/or copyright © of the products designed by us, creation of designs, sketches and calculations, is entirely of Kloosterboer Decor B.V.

Designs, models, drawings, working method, recommendations etc. originating from us or displayed on the website [www.kloosterboer-decor.nl](http://www.kloosterboer-decor.nl) & [www.joiners-meubelmakerij.nl](http://www.joiners-meubelmakerij.nl) stay prior to and/or during the enactment of the tasks afterwards explicitly and solely inalienable of us.

#### **Article 13 Disclaimer**

The client disclaims, 'us' defined in this article as our employees, representatives, consultants and in relation to the task, any hired third parties, against claims from anyone from third parties that claim to have suffered damages because of us or in relation to the tasks issued by us.

#### **Article 14 Applicable regulations and forum choice**

On every agreement between us and the client where these generic terms and conditions are applicable, Dutch law is applied.

All disputes that may arise in response to the agreement signed between us and the client and where these generic conditions are applicable, are settled by a competent judge at the district court of Haarlem.

#### **Article 15 Final clause**

In all cases, where these Generic Terms and Conditions are not met, the decision lays exclusively on Kloosterboer Decor B.V.