

Delivery terms & conditions Oranje Meubel Projects BV

2012

(Chamber of Commerce registration number:56247559)

Article 1 – Applicability of these terms and conditions

1.1 These conditions apply to all offers, deliveries and agreements issued, executed or entered into by Oranje Meubel Projects BV, unless something to the contrary is agreed in writing.

1.2 Acceptance of an offer and/or granting of an order specifically include the applicability of these general terms and conditions, whereby the client waives the possible applicability of his own terms and conditions. An appeal to customary law by the client is not permissible.

1.3 The client with whom a contract was concluded in the past based on the current terms and conditions is assumed to agree with the applicability of these terms and conditions on all later contracts with Oranje Meubel Projects BV.

Article 2 - Definitions In these general terms and conditions the following definitions apply:

2.1 Oranje Meubel: Oranje Meubel Projects BV.

2.2 The client/customer: the other party.

2.3 The work: The work to be performed or the goods or services to be provided.

2.4 Quotation: the written offer.

2.5 Order confirmation: written confirmation of an order.

Article 3 - Quotations

3.1 The quotations issued by Oranje Meubel are non-binding; they are valid for three months unless stated otherwise. Amounts stated in quotations are exclusive of VAT.

Article 4 - Order confirmation, complaints

4.1 Oranje Meubel will provide the client with a written order confirmation for goods and services ordered. Complaints from the client regarding this order confirmation must be made known to Oranje Meubel within 5 workdays. The possibility of the client changing the order confirmation after the set period of 5 workdays is reserved for Oranje Meubel. The prices specified in the order confirmation are exclusive of VAT.

Article 5 - Delivery, delivery time, incremental deliveries and vertical (internal) transport and housing

5.1 Delivery is understood to mean the actual provision to the client or persons in the sphere of risk of the client.

5.2 An agreed delivery date is not a fixed deadline unless expressly agreed otherwise. In case of late delivery, therefore, the client must give Oranje Meubel written notice of default.

5.3 If the probable or fixed delivery date is exceeded, Oranje Meubel is not liable for consequential damages, under whatever name.

5.4 Oranje Meubel is authorised to deliver goods that have been sold in increments. This does not apply if an incremental delivery has no independent value. If goods are delivered in increments, Oranje Meubel is authorised to invoice each increment separately.

5.5 Delivery takes place into the central foyer of the client. Deliveries with an invoice value from € 2,750 excluding VAT are delivered free central foyer. For deliveries under this amount, Oranje Meubel shall invoice the client a surcharge for freight and administration costs of 5% of the net invoice amount excluding VAT, with a minimum of € 35.00 excluding VAT.

Article 6 - Technical requirements

6.1 Oranje Meubel is responsible to ensure that the goods to be delivered meet all technical standards and requirements.

Article 7 - Samples, models and examples

7.1 If Oranje Meubel displays or provides a model, sample or example, this is assumed to have been displayed or provided solely as an indication. The qualities of goods to be delivered can deviate from the sample, model or example, unless it is expressly stated that delivery will be in accordance with a displayed or provided sample, model or example.

Article 8 - Amendments

8.1 Oranje Meubel is authorised to deliver goods that deviate from that which has been agreed upon, if this involves minimal deviations in the goods that represent an improvement.

Article 9 - Assembly costs and call-out fee

9.1 For goods that are to be (dis) assembled on site at the client for which Oranje Meubel provides personnel (and man-hours), Oranje Meubel shall invoice the client.

Article 10 - Termination of the contract

10.1 Claims of Oranje Meubel against the client are immediately payable in the following instances: a) Circumstances of which Oranje Meubel becomes aware after the conclusion of the contract give Oranje Meubel good reason to fear that the client will not fulfil his obligations. b) If Oranje Meubel has asked the client when the contract was concluded to provide a guarantee for fulfilment, and said guarantee is not provided or is insufficient. In the stated cases, Oranje Meubel is authorised to suspend the further execution of the contract or to dissolve the contract, all of this without prejudice to the right of Oranje Meubel to claim damages.

Article 11 - Guarantee

11.1 Oranje Meubel guarantees:

- a) That the goods that it personally produces are free of design, material and manufacture errors during a period of 5 years after delivery.
- b) in addition to a), if the buckets produced by Oranje Meubel are assembled on a frame made of copper, the guarantee is limited to the quality of the bucket, and does not in any way extend to the frame or the method of linkage between the frame and the bucket. Even if damage occurs to the bucket in the long or short term due to said link, Oranje Meubel is nonetheless not liable.

11.2 If the guarantee specified under paragraph 1 above applies and the goods display defects, Orange Meubel is obliged to confirm the report of defect within 14 days in writing after the client has reported his complaint, at that time specifying the entire course of handling.

11.3 Oranje Meubel may opt to replace the object if its repair would be problematic.

11.4 The client may only demand replacement of the product or dissolution of the contract if: a) Oranje Meubel has made two attempts to correct the defect, these attempts were fruitless and the defect is sufficiently serious as to demand replacement or dissolution, or: b) if the client demonstrates that the product displays so many defects, or has displayed these, that it is not consistent with the contract, and that these defects justify replacement or dissolution.

11.5 The guarantee lapses if the client has caused damage by improper handling of a guaranteed product (abusive handling, incorrect use or incorrect cleaning).

11.6 If the manufacturer of delivered goods gives another guarantee to Oranje Meubel, this guarantee shall also apply for the client, if the supplier decides that a complaint is justified.

Article 12 - Retention of proprietary rights

12.1 Goods delivered by Oranje Meubel remain the property of Oranje Meubel until the client has fulfilled all the following obligations from all purchase contracts concluded: a) the consideration with regard to the good(s) delivered or to be delivered; b) the consideration with regard to, according to sales contracts, services carried out or to be carried out by Oranje Meubel; c) possible claims due to non-fulfilment by the client of these contracts.

12.2 Goods delivered by Oranje Meubel that fall under proprietary rights as per paragraph 1, may only be resold in the context of normal business operations.

12.3 If the client fails to fulfil his obligations or there is good reason to fear that he will not do so, Oranje Meubel is authorised to take away delivered goods to which the proprietary rights meant in paragraph 1 apply at the client or a third party that is holding the goods for the client, or to have them taken away. The client is obliged to cooperate fully in this under penalty of a fine of 10% of the payable amount per day.

12.4 If third parties wish to establish any right to goods delivered under proprietary rights or to assert such rights, the client is obliged to so inform Oranje Meubel as soon as reasonably possible.

12.5 The client undertakes at the first request of Oranje Meubel: a) To insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft, and to make the policy on these insurances available for perusal, b) To cede all claims from the client with regard to goods delivered under retention of title to Oranje Meubel in the manner as prescribed in article 3:329 CC; c) To cede claims that the client acquires toward his customers at the resale of goods delivered under retention of title by Oranje Meubel in the manner as prescribed in article 3:329 CC.

Article 13 - Defects/complaint deadline

13.1 The client must inspect purchased goods upon their receipt or as soon as possible thereafter. Here the other party should determine whether delivered goods are consistent with the contract, specifically: a) Whether the correct goods were delivered, b) Whether the delivered goods are consistent in terms of quantity (for example the number and the quantity), with that agreed in the contract, c) Whether the delivered goods fulfil the agreed upon quality requirements or - if these are lacking - the standards that may be set for normal use and/or commercial purposes.

13.2 If visible defects or shortages are observed, the client must report these to Orange Meubel within two days after delivery.

13.3 The client must report invisible defects within 14 days after their discovery, but at the latest 1 year after deliver, in writing to Oranje Meubel.

Article 14 - Price increase

14.1 If Oranje Meubel agrees with the client on a certain price, Oranje Meubel is nonetheless authorised to increase that price: Oranje Meubel may pass on interim price increases by manufacturers.

14.2 If a price increase occurs during the first three months after the conclusion of a contract, the client may dissolve the contract, regardless of the percentage of the increase.

Article 15 - Payment, suspension, interest and collection costs

15.1 Payment by the other party established and paying taxes in the Netherlands must always take place within 30 days after invoice date, unless something to the contrary is agreed in writing. The payment deadline is a fixed deadline. Payment by the other party established and/or paying taxes outside the Netherlands must take place ex works.

15.2 Payment by the client must always take place without any debt adjustment.

15.3 Payments made are first deducted from the payable interest and costs and subsequently payable invoices that have been open the longest, even if the client specifies at the payment that the payment applies to a later invoice.

15.4 Even if a single amount has been agreed upon as a price for a total delivery, nonetheless Oranje Meubel has the right to invoice each delivery separately and to demand payment of this within 30 days.

15.5 If the time limit for incremental invoices or payment deadlines is exceeded, Oranje Meubel has the right to suspend deliveries still to be made or work still to be carried out until the payment of the incremental invoice has been paid or the payment deadline met. 15.6 If the client cannot or does not wish to receive the goods on the dates as specified in the delivery schedule, or if he has remained in default

regarding supplying a delivery schedule on time, the added costs that become necessary in this regard are for the account of the client, whereas Oranje Meubel can also demand payment for stored goods.

15.7 When calculating the interim payment obligations, proportionately the price increases mentioned in article 12 may be considered.

15.8 If the payment deadline is passed, the client shall owe arrears interest of 1.5 percent for each month (a portion of a month to be considered to be a month) over the amount not paid on time.

15.9 The order price will always be payable in full and immediately in the following cases:

a) If the client is declared bankrupt, applies for suspension of payments, or an application has been made for him to be placed under guardianship;

b) If the seizure of movable and/or immovable property, claims or other property of the client is effected; or c) If the client dies or it is clear that he intends to leave the Netherlands.

15.10 As long as no full payment of any incremental or final invoice or fulfilment of any payment invitation, possibly including arrears interest and extrajudicial costs, has taken place, the delivered goods remain the property of Oranje Meubel.

15.11 In addition to payment of interest, in case of late payment the client shall also owe extrajudicial collection costs. If what has remained unpaid does not exceed the amount of € 12,500.00, the collection costs shall remain fixed at 15% of the unpaid amount. On larger claims, total collection costs are payable with a minimum of € 500.00. 15.12 If Oranje Meubel takes the client to court, the costs of proceedings and the costs of legal advice of Oranje Meubel, including amounts not allocated by the court, are the responsibility of the client, unless Oranje Meubel is assigned to pay the costs as the losing party.

Article 16 - Liability

16.1 For defects in delivered goods, liability applies as regulated in article 9.

16.2 Oranje Meubel is not liable for loss on the part of the client, including consequential loss, in case of late or incorrect delivery. If this provision does not apply, liability is limited to the amount of the benefits paid by the insurance, insofar as said liability is covered by insurance.

16.3 With regard to additional services and in case of product liability, the liability of Oranje Meubel is limited to the amount of the benefits paid by the insurance if said liability is covered by its insurance. If the insurance does not cover this case or does not pay out benefits, the liability is limited to the invoice value.

16.4 The above mentioned limitations do not apply if the loss is attributable to intent or gross negligence on the part of Oranje Meubel.

16.5 For the rest, the statutory regulations apply for liability.

Article 17 - Force majeure

17.1 Force majeure is understood to mean circumstances that hinder the fulfilment of the agreement and that are not attributable to Oranje Meubel. This shall include (if and to the extent that circumstances make performance impossible or unreasonably difficult) strikes in other companies, wildcat strikes or political strikes in the company of Oranje Meubel, a general lack of the necessary raw materials and other goods or services necessary for effecting the agreed upon service or delivery, unforeseeable delays at suppliers or other third parties on which Oranje Meubel is dependent, and general transport problems.

17.2 Oranje Meubel also has a right to take recourse to force majeure if the circumstance that hinders (further) fulfilment commences after Oranje Meubel should have already fulfilled its obligation.

17.3 During force majeure, the delivery obligations and other obligations of Oranje Meubel are suspended. If the period during which due to force majeure fulfilment of the obligations of Oranje Meubel is not possible is longer than one month, both parties are authorised to dissolve the contract, without this giving rise to any right to claim damages. If at the commencement of the situation of force majeure Oranje Meubel has already partially carried out its obligations, or if it can only partially fulfil its obligations, it is authorised to invoice the already delivered or deliverable part and the client is obliged to pay this invoice as though it involved a separate contract. However, this does not apply if the already delivered or deliverable part has no independent value.

Article 18 - Disputes/arbitration

18.1 All disputes between the client and Oranje Meubel can be directed, if the District court is authorised, to the Court at Leeuwarden. However, Oranje Meubel remains authorised to summon the client before the court that is competent according to law or applicable international treaty.

18.2 The client has a right, for one month after Oranje Meubel has appealed this provision in writing, to opt for settlement of the dispute by the Court that is competent according to law.

Article 19 - Applicable law

19.2 Dutch law applies to all contracts between Oranje Meubel and the client.

Article 20 – Amendment of conditions

20.1 Oranje Meubel is authorised to effect amendments to these conditions. These amendments commence effect at the announced time of their entry into force.

20.2 Oranje Meubel shall inform the client of the amended conditions in good time. If no date of entry into force is announced, said amendments shall go into force vis-a-vis the client as soon as he is informed of them.