

GENERAL SALES - DELIVERY - AND PAYMENT CONDITIONS OF THE DUTCH MANUFACTURING ASSOCIATION (Dutch-Man)

ARTICLE 1: GENERAL

In these general terms and conditions, the following is understood under:

We:

The member of the association indicated in the header of these general terms and conditions, handling these terms and conditions, addition: and its representative(s), agent(s) and legal successor(s).

Client; Principal, Buyer

Any party who enters into an agreement with us, or requests a quotation from us, or who we send a quotation, addition: and its representative(s), agent(s) and legal successor(s). The terms client, principal and buyer are used interchangeably.

Agreement(s):

Contractual relationship(s), where we deliver goods, perform services, implement orders or execute work.

General Terms and Conditions:

The combination of sales, delivery, payment and other conditions which will apply between the contracting parties, and have been filed as such.

Goods; Products; Articles; Business:

Production of production processes, objects of service provision and merchandise.

The concepts are used interchangeably, depending on their specific application.

ARTICLE 2: SCOPE OF APPLICATION

- 2.1 Unless expressly provided otherwise in writing, only these general terms and conditions apply to all offers, promotions, announcements and agreements of us, irrespective of any (previous) reference of the client to its own or other general terms and conditions. We expressly reject the general terms and conditions of the client, and therefore also never accepted these.
- 2.2 These general terms and conditions also apply to all further or follow-up agreements between the parties, as well as to agreements and further or follow-up agreements relating to implementation in which external parties are involved.

ARTICLE 3: CONFLICT WITH OTHER TERMS AND CONDITIONS

- 3.1 In the event of conflict between the text of other and our quotations and our general terms and conditions, the text of our quotations apply, without prejudice to the applicability of the other provisions of our general terms and conditions.

ARTICLE 4: OFFER AND ACCEPTANCE

- 4.1 All our offers are obligation free, unless a deadline for acceptance is indicated in the quotation. Nevertheless, we are entitled to revoke our offer within three working days after it has reached our buyer.
- 4.2 Data provided by us in our prospectuses and other data such as images, sizes, weights, are not binding.
- 4.3 Agreements, whether brought about through the mediation of our representatives/agents only bind us after acceptance of the offer, or after we have delivered, in accordance with the order placed.
- 4.4 Any additional agreements or changes by the buyer, are only binding if confirmed by us, in writing.
- 4.5 With regard to combined prices, we shall not be obliged to supply a portion of the goods at a corresponding part of the price quoted for the total.
- 4.6 Offers concern only the amounts set out in the offer and not automatically apply reorders.
- 4.7 Any agreement is entered into by us under the condition precedent that the buyer - exclusively for our review- proves sufficiently creditworthy for the fulfilment of the agreement. If the buyer does not hear

anything from us within 3 weeks of the date of the order confirmation, the buyer is deemed to be creditworthy and we are deemed to have accepted the order. *Also see 9.1*

- 4.8 We are entitled, upon or after entering into the agreement, before (further) performance, demand a pre-payment from the buyer or a deposit that both the payment and other obligations will be met if the buyer does not observe the obligations, or there is a reasonable fear that he will not be able to do this.

ARTICLE 5: LOCATION AND TERMS OF DELIVERY

- 5.1 The term of delivery only starts after we have received all information necessary for the delivery.
- 5.2 The time of delivery is the time when the goods leave our company/warehouse. Unless otherwise agreed to, the location of delivery is our warehouse/company, also if the articles are directly sent to the client from outside of the Netherlands. The same applies for cases where we, whether or not on behalf of the buyer, provide transportation of the articles to the agreed to location(s) in the manner agreed to.
- 5.3 The delivery periods specified by us are always approximates and are never deadlines. Exceeding this term does not give the buyer the right to terminate the agreement, unless the delay in delivery is such that the buyer can no longer be reasonably and fairly expected to maintain the agreement. If the buyer dissolves the agreement, we will be under no obligation to compensate any damages incurred by the relevant buyer.
- 5.4 In the event of late delivery, we must be declared in default in writing, and we should be given a term of 14 days to still fulfil this agreement, unless reasonability and fairness under the indicated circumstances justify a longer term.
- 5.5 The buyer is obliged to immediately check the delivery or packaging upon delivery for possible shortcomings or damages, or to perform this check after our announcement that the goods are available to the buyer.
Any shortages or damages to the delivery and/or packaging which is present at the time of delivery, should be (have been) noted by the buyer on the delivery note, the invoice and/or the transportation documents, failing which the buyer shall be deemed to have approved the delivery. After this, complaints regarding this will no longer be treated.
- 5.6 Deviations in the quantities of articles in the packaging and defects which are established upon opening this package should be reported to us in writing, within 5 working days.
- 5.7 Visible defects or deficiencies should be reported by the buyer, in writing, within 8 days.
- 5.8 Invisible defects should be reported by the buyer within 2 days after discovery, but no later than 21 days after delivery, to us, in writing.
- 5.9 We are entitled to deliver in parts (partial deliveries), which we can invoice separately; the buyer is obliged to pay in accordance with Article 10 of these general terms and conditions.
If and insofar as a partial delivery is not paid by the buyer and/or the buyer fails to meet the other obligations under this agreement or previous agreement(s), we are entitled, without further notice, and without judicial intervention, to suspend the remaining deliveries or to terminate the agreement whereby a reasonable notice time is given to the buyer to ensure compliance with its obligations, this at our discretion, without prejudice to its right to compensation for damages, costs and interest.
- 5.10 If the goods are not collected by the buyer after expiry of the delivery date, they will be stored at its disposal, for its own account and risk. After a period of two weeks we are entitled to (privately) sell these goods. The possible lower yield and the costs are accounted to the buyer, without prejudice to our other rights, unless we fall short in our obligations to the buyer with respect to the goods to be delivered. We will inform the buyer in writing that the goods are being stored at the account and risk of the buyer.
- 5.11 Unloading is always done next to the vehicle, on a paved road, whereby the articles are delivered, while the buyer is obliged to take receipt of the articles. The buyer shall, together with us, ensure unloading of the goods and if the buyer fails to do this the thereby incurred additional expenses shall be entirely at its account.

- 5.12 The buyer must ensure that any customs documents/inspection reports are returned to the responsible authorities in due time, failing which the associated additional costs shall be borne by the buyer.

ARTICLE 6: (QUALITY) INSPECTION

- 6.1 The buyer is entitled to inspect or have the delivered goods inspected at its own expense, in order to ascertain whether they meet the agreed quality demands.
- 6.2 If the buyer rejects the goods the buyer must allow us the opportunity to perform a re-inspection at the location where the goods are delivered, and where these are still located untouched. If we have not carried out this re-inspection within two times 24 hours after it has been reported to us by the buyer, the buyer is entitled to store the goods elsewhere.

ARTICLE 7: TRANSPORT

- 7.1 Transport of the articles intended for the buyer shall be at the risk and account of the buyer, in a manner to be determined by us.
- 7.2 With the exception of cases where the transport of articles is not done with own transport, the General Terms and Conditions, or the CMR conditions as these are known in the transportation world, apply.
- 7.3 Unless the transport is carried out with their own transportation, the goods are not insured during transportation. The buyer should arrange this himself.

ARTICLE 8: PACKAGING

- 8.1 Unless explicitly stated otherwise by us the packaging is not included in the price of our articles. Packaging does not include the commercial packaging. We do not charge a deposit for packaging unless we are legally required to do so, or if this is explicitly stated, for example by using standard or pallets.
- 8.2 If we are required by our buyers or the government to take back the packaging of our products with delivery, the associated costs, including possibly the costs for destruction, shall be accounted to our buyer.
- 8.3 Packaging material, such as roll cages, crates, boxes, pallets and similar articles, insofar as not for single use, remain our property and are returned by us, if in good condition, against the charged amount. The empty packaging to be returned should be sorted into the appropriate chests and boxes. The buyer remains liable for the packaging sent to him, even if no deposit was charged for this. The buyer is obliged to return the return packaging in its possession as soon as soon as possible, unless specifically agreed to the contrary.
- 8.4 Charged packaging materials (deposit) shall be credited by us after the packaging material has been returned undamaged to our warehouse. For mild damages, we reserve the right to credit less than the deposit that was charged. With heavy damages, no amount is credited and the packaging material is at the disposal of the buyer, which we will notify him of.

ARTICLE 9: RETENTION OF OWNERSHIP

- 9.1 Articles delivered by us to the buyer remain our property until such time as these, including interest and costs, have been paid in full. The buyer is not entitled to pledge the goods to external parties or transfer possession thereof, except for the goods delivered by the seller, that the counter party transfers in the course of normal business, before full payment. In case of violation and in case of total or partial application of Article 17, we are entitled to recover all goods delivered by us, or have it recovered, without any authorization from the counter party or the courts, from where the goods are located. Any claim by us is then also immediately due.
- 9.2 The buyer shall keep the goods delivered under retention of ownership with the necessary care and as the recognizable property of us. The buyer shall insure the goods against fire, water and explosion damages as well as theft for the duration of the retained ownership and make the policies available to

us for inspection upon first request. All claims of the buyer against the insurers of the goods shall, as soon as we express this wish, be pledged by the buyer to us, indicated in Article 3:239 of the Dutch Civil Code, as additional security for our claims against the buyer.

- 9.3 The buyer grants us the right now, for later, where appropriate, to enter all premises where our goods are located, in order to exercise our retention of ownership rights.

ARTICLE 10: PRICES

- 10.1 Our prices are, unless explicitly stated otherwise:

- in Dutch currency;
- excluding VAT;
- based on the minimum quantities handled by us;
- excluding costs of packing and/or packaging;
- excluding import and export rights, and any government levies;
- excluding transport, storage and handling costs;
- excluding costs of loading and unloading;
- excluding insurance costs;
- excluding quality control costs.

- 10.2 The prices quoted by us are based on cost price factors applicable on the date of sale. With regard to the labour factor - unless otherwise agreed - the price is based on working hours on regular working days.

If activities have to be carried out, outside of regular working hours or working days, through no fault of our own, we are entitled to charge the additional costs to the buyer.

- 10.3 If one of the cost factors of a product change in the period between the date of sale and the date of delivery, we reserve the right to adjust the agreed price accordingly, regardless of whether the cost increase was or was not foreseeable at the moment of the offer or confirmation, and in compliance with relevant legal regulations. If the new price differs by more than 5% from the agreed price the buyer is entitled to dissolve the agreement at no charge. In that case, we are not liable to pay compensation.
- 10.4 Price increases resulting from exchange rate fluctuations and changes in the exchange rates between Dutch and other currencies, when any payment is to be made in connection with the provision of the goods in non-Dutch currency, shall be borne by the buyer, to the extent that these changes deviate more than 5% from the rate that was valid on the date of confirmation of the agreement.

ARTICLE 11: QUANTITIES/SIZES

- 11.1 Quantities ordered by the buyer are automatically adjusted to the minimum quantities/packaging sizes handled by us.
- 11.2 The quantities indicated in the agreement are specified as accurately as possible, whereby we are permitted to deviate up to 2% from the indicated or agreed quantity.
- 11.3 The quantities delivered are indicated by us on the delivery document.
- 11.4 If the buyer does not object to this within 24 hours after receipt, the quantity indicated on the delivery document is considered to represent the delivered goods correctly.
- 11.5 We expressly reserve the right to change non-essential details regarding delivery, without prior notice. Unless otherwise provided, all sizes specified by us are approximates. If the sizes are provided by the buyer we shall bear no responsibility for these. If the buyer afterwards changes the specified sizes this implies that any associated costs will be charged to the buyer.

ARTICLE 12: PAYMENT

- 12.1 Payment of our invoices must be made without deduction or set-off within 30 days of receipt, unless expressly agreed otherwise, in the currency invoiced by us and the way specified by us.

- 12.2 If the agreement or payment cannot be implemented within the agreed period for reasons attributable to the buyer, this does not lead to the suspension of the payment obligation of the buyer. He remains bound to pay at the agreed time.
- 12.3 From the above-mentioned default period, the current statutory interest applies to the outstanding invoice amount, on an annual basis.
- 12.4 Not, not timely or not fully complying of the buyer with its payment obligations entitles us to suspend performance or further performance of the agreement on our side until the buyer has fulfilled this obligation. We have the option to dissolve the agreement, without prejudice to our right to compensation in connection with the latter, or non-implementation of the agreement.
- 12.5 Payments made by the buyer shall firstly be applied to settle all interest and costs, then to cover payable invoices which have been outstanding the longest, even if the buyer mentions that the payment relates to a later invoice.

ARTICLE 13: COMPENSATION/SETTLEMENT

- 13. We are entitled to compensation of the amounts payable or receivable under the agreement with the amounts to be recovered from the buyer, or owed to the buyer.

ARTICLE 14: COMPLAINTS

- 14.1 The buyer should inform us of claims within 8 days after receipt of the goods, in writing.
- 14.2 No claims will be accepted for supplied goods that do meet the qualities and/or delivered specification, but which does not appear to be suitable for the purpose for which the Buyer wishes to use it.
- 14.3 After expiry of the terms indicated in the article the buyer is deemed to have approved the delivered or the invoice, which means the complaint will then no longer be treated by us.
- 14.4 The complaints do not relieve the Buyer from its payment obligations to the Supplier.
- 14.5 The simple fact that we are investigating a complaint does not automatically imply that we acknowledge any liability.
- 14.6 The complaint must at least contain a detailed and accurate description of the defect and a statement of additional information which suggests that the delivered and goods rejected by the buyer are identical.
- 14.7 The articles that the complaints relate to, should be made available for our inspection in the condition in which they were at the time that the defects were established and may not be resold, unless we expressly agree to this in writing.
- 14.8 If the complaints relate to a part of the delivered items, this cannot give rise to rejection of the entire delivery, unless the delivered part in such a case cannot reasonably be considered as usable.
- 14.9 If the buyer has rightly expressed the complaint we have the option to replace the rejected product at our expense, or to credit the buyer for an amount equal to the amount owed by the buyer for the rejected product. Consequential damages will not be compensated by us.
- 14.10 In the event of total replacement or compensation of articles the already used part thereof is taken into account.
- 14.11 The buyer shall return the rejected product to us after our prior written consent, under conditions to be determined by us, unless otherwise agreed to in writing.
- 14.12 The complaint term on invoices sent by us is 8 days. If the invoice is not protested within the term it is considered to indicate that the underlying transaction is reflected correctly.
- 14.13 We are discharged from any liability, and not bound to accept or investigate complaints on defects if the buyer has not strictly observed its payment obligations or other obligations towards us, and also not in the event that external parties, whether or not at the expense of the buyer, without our prior written consent, has implemented or is implementing any changes or repairs to the goods delivered by us.

- 14.14 Complaints on finished work should be submitted to us, in writing, within 48 hours after completion of the work.
- 14.15 The terms indicated in Article 5.7, 5.8 and 5.10 apply in full. The *"European Directive on certain aspects of the sale of consumer goods and associated guarantees"* and the related laws are not applicable to our agreements with the Buyer in the case of a consumer sale.

ARTICLE 15: FORCE MAJEURE

- 15.1 Under force majeure is understood in these general terms and conditions, apart from that which is understood regarding this legally and in case law, all external causes, planned or not planned, on which we could not have any influence, but whereby we cannot be expected to comply with his commitments, including strikes in our company.
- 15.2 In the event of force majeure on our side the implementation of the agreement is suspended for as long as the force majeure makes it impossible for us to implement the agreement. In the event of permanent force majeure, we are entitled to terminate the agreement without being held to paying the client any damages.
- 15.3 If the force majeure on our side lasts longer than one month, our client is entitled to terminate the agreement at no charge, without any claim to compensation for possible damages.

ARTICLE 16: CANCELLATION

- 16.1 A request for a cancellation of an order accepted by us, should be submitted in writing, by the buyer.
- 16.2 If the buyer wishes to cancel the agreement due to late delivery, the buyer is obliged to first to give us an additional delivery period of at least 10 working days from the time that the buyer informed us of the desire to cancel, without prejudice to Art. 5.4.
- 16.3 If the buyer wishes to cancel an agreement entered into with us, and it involves articles that are part of our standard range, the buyer shall owe cancellation costs of 15% of the invoice amount involved (excluding VAT.).
- 16.4 After we have agreed to the cancellation the buyer is obliged to compensate us in any event, all costs incurred in the implementation of the agreement, costs and/or damages due to the cancellation or yet to be incurred damages, as well as the caused loss of profits, regardless of our other rights, considering the provisions of paragraph 3.
- 16.5 If the buyer cancels the order, it is moreover bound to:
- pay for what has already been performed;
 - to compensate the costs arising from the cancellation and possible currency losses if we have entered into a currency agreement with regard to the order with a bank or other external party;
 - indemnify us from claims from external parties such as cancellations of the order, considering the provisions of paragraph 3.
- 16.6 Agreements for the supply products manufactured at request of the clients (client specific), processed, packed or elsewhere, ordered by us for the buyer, cannot be cancelled.

ARTICLE 17: DISSOLUTION

- 17.1 If a client fails to meet one of its obligations under an agreement entered into with us, or does not meet these in time, we are entitled to dissolve the relevant agreement or all agreements entered into with the client, with a single written notification, without notice of default, without prejudice to our rights, in particular the right to full compensation, including the judicial and extra-judicial costs.
- 17.2 We are entitled to act in this manner if:
- the client requests a moratorium of payment;
 - the client is declared bankrupt;
 - the client transfers, liquidates or closes down (parts of) its company in full or in part;
 - prejudgement or executory seizure is placed on the clients' business.

- to request application of the Debt Repayment Scheme for Natural Persons (WSNP),
- the client dies or is placed under guardianship;
- the client does not meet the obligations imposed on him under the Law;
- if the client fails to pay an invoice or a part thereof within the specified term;

17.3 Under the above mentioned circumstances, we are entitled to dissolve the entire, or a part to be determined by us, agreement.

17.4 If we invoke this dissolution our claim, plus the interest, damages and costs are immediately due and payable.

ARTICLE 18: GUARANTEE

18.1 Subject to the limitations specified in these general terms and conditions we guarantee the soundness of the goods delivered by us, provided that our instructions concerning the use of these articles are strictly followed.

18.2 The guarantee period commences on the date of delivery of the articles. The guarantee period shall expire 3 months after this.

18.3 We only accept liability for defects where the buyer proves that these occurred before or within the warranty period, exclusively or predominantly as a direct result of incorrect manufacturing or incorrect processing selected by use or as a result of faulty materials used by us. If the defect is due to any other cause, we are not liable.

18.4 We guarantee the usability of our products with a (applicable in the industry) normal use. With an abnormally high frequency of use this guarantee expires.

18.5 If we are liable under our guarantee such liability is limited to replacement of the defective items or refund of the amount invoiced for these faulty items. Replacement of the articles is limited to redelivery, excluding freight charges.

18.6 We are not bound by any guarantee;

- if the client does not, or does not in time, meet its obligations under this agreement, or under any other agreement with us;
- if the client processed, processes or uses the articles provided by us improperly, incorrectly or contrary to the purpose for which the articles are intended;
- if, in the event that we are not the manufacturer of the articles delivered by us, the client received a guarantee from the manufacturer, either directly, or via us, and if he has been indemnified by the manufacturer under the relevant guarantee.

18.7 In the event that we are not the manufacturer of the articles provided by us our liability shall be limited to the liability accepted by the supplier of these articles, and under its guarantee.

18.8 Any claim to guarantee expires after the buyer has used, processed or treated the purchased goods, or had it used processed or treated, printed or cut it or had it used, processed or treated, printed or cut, or sold it to external parties, unless the buyer can indicate that it was not reasonably able to make these defects known to us before use or sale.

ARTICLE 19: LIABILITY

19.1 We are not liable for more and/or any compensation other than mentioned in these general terms and conditions.

19.2 Our liability under this Agreement is expressly limited to those described under the guarantee in Article 18.

19.3 Any further liability, either for direct or indirect damages, costs and interest, to the extent that it is not covered by our insurers, is expressly excluded.

19.4 If the consequences of any damage arising under this agreement, was to be ensured by the client, or usually insured by clients in that sector, we can never be held liable.

19.5 We are, except in cases of wilful misconduct or gross negligence on our part, not liable for costs, damages and interest, which result directly or indirectly, for example from:

- infringement of patents, licenses, copyrights or the other rights of external parties, arising from the use of data provided to us by or on behalf of the client;
- negligence of our employees or by persons engaged by us in the execution of the agreement;
- damage which may arise direct or indirectly to any persons, goods or the company of the client and/or external parties.

19.6 Models, images, tools, drawings, descriptions and all other information provided to us by the client, remain at its account and risk, and will also be returned after use at its own account and risk.

19.7 We have taken out insurance agreements with insurers in respect of civil liability and product liability. In these insurances, we have covered the risks that usually result from agreements with us. This knowledge does not dismiss our clients of the obligation to insure themselves adequately and in the same manner, in particular against damage caused by products and services delivered by us.

19.8 We are not liable if goods appear to not be suitable for the purpose for which the buyer bought them from us. The buyer should therefore inform of the suitability of the goods for the intended purpose in advance.

ARTICLE 20: EXONERATION CLAUSES

20.1 Wood

Wood is a natural product and therefore we are not liable for minor cracks, crevices, gaps, resin cores, minor colour differences and divergent veins occurring and/or present in the wood.

20.2 We are not liable for colour differences due to light. Wood and upholstery fabric should be cleaned according to specifications. We cannot be held liable for damages to furniture, established after the complaint period has expired.

20.3 Assembly

For articles that have to be assembled, we are not responsible for:

- a. incorrect assembly and/or incorrect application and/or incorrect processing of our materials;
- b. visible damages which are not listed on the way bill;
- c. the method of use in the broadest sense of the word, of the goods supplied by us;
- d. the client not obtaining the necessary permits;
- e. injuries incurring during assembly or use, unless the injury is the result of a defective product supplied by us;
- f. the lack of and/or unsuitability of the necessary facilities;
- g. insufficient anchoring.

20.4 Damages to an article supplied by us may make the article unsafe, although it could still appear to be able to be used for the purpose for which it was intended. Under these circumstances the article no longer meets our guaranteed safety requirements, and should therefore no longer be used. If the client continues to use the article despite this, any liability on our part is excluded.

ARTICLE 21: PACKAGING UNDER PRIVATE LABEL

21.1 If our client requests us to pack the items sold under the so-called private-label, the client should provide us with suitable packaging materials in time, failing which we cannot be held liable for any delay in delivery of the products purchased by the client.

21.2 If it involves packaging materials that have to be mechanically processed, the packaging material should be suitable for process in our packing machines.

ARTICLE 22: INDUSTRIAL / INTELLECTUAL PROPERTY

22.1 All information, drawings, images and overviews in catalogues and price lists are copyright protected. The client is not permitted to copy these documents or make them available to external parties, without our express permission.

22.2 If the client makes raw materials, auxiliary materials, ingredients or printed matter available to us, to be

processed in products purchased by the client, processed by us, the client expressly indemnifies us against possible claims of external parties arising from infringement of copy rights and patent rights, trademarks or designs.

- 22.3 If we have supplied the client products under our own brand, the buyer is permitted to use this brand and thus to advertise it, in the event of resale. This right only applies for the duration that the client (re)sells our products.

ARTICLE 23: PARTIAL INVALIDITY

- 23.1 If any of the stipulations (or part thereof) of these terms and conditions should be invalid, or any part of the underlying agreement should be terminated, the remaining stipulations of the content of the clause, the clauses of these general terms and conditions will remain unaffected, or the underlying agreement shall be maintained.
- 23.2 The parties shall then, for the invalid or terminated passage, make arrangements that reflect the intentions of the parties with the underlying agreement, or that comes closest to these general terms and conditions.

ARTICLE 24: APPLICABLE LAW

- 24.1 Dutch Law applies to agreements and possible other legal dealings between the seller and the buyer, such with exception of the Vienna Sales Convention.

ARTICLE 25: AUTHORIZED COURT

- 25.1 Our local Courts have exclusive jurisdiction to hear disputes arising from the agreements entered into with us, unless the Cantonal Court is competent. Nevertheless, we have the right to submit a dispute for decision to the competent court in the domicile of our client.

ARTICLE 26: EXCEPTIONAL PROVISIONS ONLY IN THE EVENT OF CONSUMER PURCHASE

- 26.1 If it involves a Consumer Purchase, the mandatory provisions of Title 1 of Book 7 of the Dutch Civil Code prevail over the provisions in these general terms and conditions, insofar as this does not deviate from the mandatory provisions.

ARTICLE 27: TRANSLATIONS

- 27.1 There may be translations of these general terms and conditions in circulation. However, the Dutch text will prevail.

ARTICLE 28: LOCATION OF THE GENERAL TERMS AND CONDITIONS

- 28.1 These general terms and conditions were filed with the Chamber of Commerce in Utrecht under number 64074099. The last registered version or the version applicable at the time of the quotation or transaction shall always apply.