

## General Payment and Delivery Conditions

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General Payment and Delivery Conditions of the private company with limited liability **DECOSTAYLE BV**, with its registered office in (8281 JW) Genemuiden at the Schering 27, municipality of Zwartewaterland, which conditions have been filed with the District Court in Zwolle on 17-06-2005 under number: 05.18.

### Article 1 Definitions

1.1 In these general conditions, the following terms are defined as stated below:

**General conditions:**

the present general conditions with regard to the sale, delivery, instruction and contracting of work

**The commissioning party:**

the party giving an instruction to the contracted party

**The contracted party:**

the party accepting an instruction from the commissioning party. The contracted party is the user of these general conditions.

### Article 2 Applicability

- 2.1 These general conditions apply to all offers and all agreements made by the contracted party to or with the commissioning party. They form an integral part of the offers and/or agreements.
- 2.2 The instruction or order made by the commissioning party is considered to be acceptance of these general conditions. Any purchase conditions of third parties applicable by virtue of article 3 remain unaffected insofar as not in conflict with these general conditions. In the event the provisions in the purchase conditions of third parties are in conflict with the provisions in these general conditions, the provisions in these general conditions are binding.
- 2.3 Full or partial derogation of these conditions is possibly only if and insofar agreed with the contracted party in writing.
- 2.4 The voidness or voidableness of any provision in these conditions, or of the agreements concluded under these conditions, does not affect the other stipulations.
- 2.5 The contracted party is at all times authorised to invoke provisions of the general conditions, also if it did not invoke them in previous cases or at previous dates.

### Article 3 General conditions of the commissioning party and/or third parties

- 3.1 The general conditions of the commissioning party and/or third parties are expressly dismissed; the contracted party accepts the applicability of the general conditions of the commissioning party and/or third parties only if these are expressly accepted by the contracted party in writing or agreed upon with the commissioning party.
- 3.2 General conditions of third parties are accepted by the contracted party only under the afore-mentioned conditions and apply only to the relevant agreement. Those general conditions do not automatically apply again to subsequent agreements between the same contracting parties. The applicability of those general conditions must be expressly agreed upon in writing for each separate agreement.

### Article 4 Offers

- 4.1 All offers, however made by the contracted party, are without obligation and must be regarded as a whole, unless expressly stated otherwise in writing. After having been sent, these offers are valid for 30 days, unless the contracted party stated another term in writing or when making the offer. Offers are legally valid only if they are duly signed by the contracted party.
- 4.2 Images, drawings, measurement or weight specifications, consumption-related specifications, tolerances, capacities, results, choice of material and estimates disclosed by the contracted party have no binding force upon the contracted party and are only intended to give a general picture of that which the contracted party offers. If upon making an offer, the contracted party provides samples or otherwise states or provides examples or refers to these, these notifications serve to give an impression of the product to be supplied; they do not determine the composition and/or quality to be supplied. Deviations do not entitle the commissioning party to refuse receipt of the products or payment thereof, to demand a change to the agreement, or any compensation from the contracted party, or to fully or partially dissolve the agreement.
- 4.3 Furthermore, estimates for the work to be carried out by the contracted party do not have a binding force upon the contracted party and are only intended to give an indication of the work to be carried out by the contracted party. Deviations to the nature and scope of the work to be carried out do not entitle the commissioning party to refuse payment thereof, to demand any compensation from the contracted party, or to fully or partially dissolve the agreement.
- 4.4 All prices quoted are exclusive of turnover tax and other levies imposed by the Dutch or foreign government. If the contracted party offers several products in one offer and states only one price, this price applies solely to the entire offer.
- 4.5 Making an offer does not oblige the contracted party to enter into an agreement with the commissioning party. If the offer from the contracted party is not accepted and if no agreement is concluded between the parties, the commissioning party and third parties are not allowed to use the information included in the offer, unless the contracted party has given its consent in writing.

## **General Payment and Delivery Conditions**

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### **Article 5 Agreements**

- 5.1 Arrangements or agreements with subordinates of the contracted party do not have a binding force upon the latter, insofar as they have not been confirmed in writing or accepted by the contracted party. Within this context, subordinates are taken to mean all employees who do not hold power of attorney.
- 5.2 The agreement is concluded the moment the contracted party has received the order confirmation signed by the contracted party and the commissioning party.
- 5.3 The agreement is entered into for an indefinite period of time, unless it is entered into for a fixed term as a result of the contents, nature or essence of the instruction given.
- 5.4 Each agreement entered into with the contracted party contains the resolute condition that the creditworthiness of the commissioning party shall be demonstrated to be sufficient, this exclusively at the discretion of the contracted party.
- 5.5 The rights from the agreement entered into by the commissioning party and the contracted party cannot be transferred by the commissioning party.

### **Article 6 Changes to the instruction**

- 6.1 Additional arrangements or changes to the instruction given to the contracted party are valid only if they have been agreed upon in writing, or confirmed in writing by the contracted party and if the commissioning party has not objected to this in writing within 5 working days of the confirmation being sent.
- 6.2 If, as a result of additional arrangements or changes to the instruction given to the contracted party – which arrangements and changes were expressly agreed upon – the contracted party incurs more costs or if it generates more work than could have been taken into account when making the quotation and/or offer, these costs and/or this additional work shall also be charged to the commissioning party. On the other hand, changes that ultimately result in a reduction of the costs shall give rise to payment of an amount that is lower than agreed upon.
- 6.3 The commissioning party must notify the contracted party in time and in writing of any changes to the execution of the agreement demanded by the commissioning party after conclusion of the agreement in accordance with the provisions in article 5.2. If these changes are disclosed verbally or by telephone, the risk for the execution of the changes is at the expense of the commissioning party. The contracted party reserves the right to refuse any changes demanded, without this giving the commissioning party the right to fully or partially dissolve the agreement, or to claim any compensation from the contracted party in whatever manner.
- 6.4 Changes made may cause the contracted party to exceed the delivery time – agreed upon prior to the changes – while exceeding this term shall then be at the full expense and risk of the commissioning party.

### **Article 7 Price changes**

- 7.1 The contracted party is entitled to increase the price agreed upon if, as a result of unforeseen circumstances which occur after the offer is made, the costs of materials, semi finished products or services required for the execution of the agreement rise or if other circumstances occur which give rise to an increase of the costs for the product to be supplied or the services to be provided, without this giving the commissioning party the right to fully or partially dissolve the agreement. The contracted party shall notify the commissioning party of the price changes as soon as possible.
- 7.2 If the offer contains work that is carried out or products that are supplied by the commissioning party and if the commissioning party does not fulfil this obligation, the contracted party is entitled to pass the costs involved in carrying out that work or supplying those products itself on to the commissioning party, without prejudice to the right of the contracted party to dissolve the agreement in accordance with the provisions in article 14.
- 7.3 If as a result of work to be carried out by the contracted party, the commissioning party incurs any costs, these costs shall still be at the expense of the commissioning party unless otherwise agreed in writing.
- 7.4 Costs incurred as a result of the commissioning party failing to enable the contracted party to execute the agreement, or not cooperating with the contracted party, shall be passed on to the commissioning party.

### **Article 8 Intellectual property rights**

- 8.1 The contracted party retains all intellectual rights of ownership for all designs, images, drawings, samples, specimens, models etc. provided by the contracted party. They can be published, copied and/or multiplied in whatever way only with the express written consent of the contracted party.
- 8.2 The contracted party reserves all intellectual property rights to all information which forms the basis of manufacturing and construction methods, products etc. They can be published, copied and/or multiplied in whatever way only with the express written consent of the contracted party.
- 8.3 The designs, images, drawings, samples, specimens, models and information about manufacturing and construction methods and products etc. referred to in articles 8.1 and 8.2 shall remain the inalienable property of the contracted party, regardless of whether the contracted party has charged the commissioning party for this, and must be immediately returned on first demand of the contracted party.
- 8.4 For each act by the commissioning party, any subordinates and employees of the commissioning party, or companies or

## General Payment and Delivery Conditions

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persons affiliated with the commissioning party in any manner whatsoever, which act is in violation of this provision, the commissioning party owes a fixed fine of € 50,000 for each violation and € 1,000 for each day the violation continues, which fine is not open to judicial mitigation, without prejudice to the contracted party's right to claim any further compensation.

### Article 9 Execution of the instruction and delivery

- 9.1 The contracted party stipulates the manner in which and by whom the instruction given is executed. If the contracted party engages a third party, direct agreements are effected between that third party and the commissioning party, if so agreed by the commissioning party and the contracted party. In that case the contracted party shall not be a party to the agreements concluded between the third party and the commissioning party. By accepting the instruction, the commissioning party assents to the third party appointed and to be appointed by the contracted party, who shall carry out work and/or supply products with regard to the instruction given.
- 9.2 If the commissioning party itself wishes to involve a third party in the execution of the instruction, it shall do so only after having reached agreement about this with the contracted party in writing. The work to be carried out by a third party by order of the commissioning party is entirely at the expense and risk of the commissioning party. The contracted party accepts no liability whatsoever towards the commissioning party with regard to the work carried and/or to be carried out by a third party appointed by the commissioning or contracted party.
- 9.3 The products to be supplied by the contracted party to the commissioning party are at the risk of the commissioning party from the moment they are delivered and at least from the moment they have left the grounds of the contracted party, unless otherwise agreed in writing and without prejudice to the provisions in article 9.6.
- 9.4 The delivery times agreed upon are approximations only, unless expressly agreed otherwise in writing. With due observance of the relevant provisions in article 12, exceeding the delivery time can never give rise to a claim to any compensation of whatever nature, or full or partial dissolution of the agreement subject to the provisions in article 9.8.
- 9.5 Delivery times given by the contracted party's suppliers do not have a binding force upon the contracted party. The contracted party does not accept any liability with regard to the delivery time given by the contracted party's suppliers possibly being exceeded. Neither can the commissioning party in that case claim any compensation of whatever nature, or full or partial dissolution of the agreement subject to the provisions in article 9.8.
- 9.6 If the commissioning party refuses to receive and/or collect the products to be supplied by the contracted party after having been asked to do so by the contracted party, the commissioning party is obliged to pay the contracted party all costs arising from the afore-mentioned refusal. In that case the products are available to the commissioning party at its expense and risk, but the contracted party shall be entitled to sell the products to a third party or to otherwise dispose of them, without prejudice to the right of the contracted party to claim compensation for damage, loss of profit and interest. Furthermore, the contracted party is entitled to suspend and dissolve the agreement in accordance with the provisions in article 14.
- 9.7 If the commissioning party refuses to grant access to the location where the contracted party must carry out work for the execution of the agreement, or – whether or not temporarily – it prevents the contracted party from gaining this access, the commissioning party is obliged to compensate the contracted party all costs and damage arising from this. Furthermore, the contracted party is entitled to suspend and dissolve the agreement in accordance with the provisions in article 14.
- 9.8 When it has been stipulated in the agreement that the delivery shall be made on a certain date and the commissioning party has notified the contracted party in writing that this term can under no circumstances be exceeded, the commissioning party is entitled to dissolve the agreement on expiry of the agreed term, provided the contracted party is in default in this respect. Cases of force majeure on the party of the contracted party excepted, as stipulated in article 14. The commissioning party is obliged to immediately notify the contracted party in writing of his invocation of dissolution. The contracted party is never liable for damage, of whatever nature, caused by delayed or non-delivery.
- 9.9 If for the term of the agreement, objects or materials are provided to the contracted party by the commissioning party, these objects or materials are at the expense and risk of the commissioning party from the moment they are made available to the contracted party, while the commissioning party must take out adequate insurance for these objects or materials. Furthermore, following consultation with the commissioning party, the contracted party is entitled to return any rest materials to the commissioning party at cost price or to destroy them at the expense and risk of the commissioning party.
- 9.10 When the contracted party for whatever reason loses any objects or materials made available to the contracted party by the commissioning party, the commissioning party is obliged to supply these objects or materials to the contracted party at manufacturing cost price, as a replacement for the lost items.
- 9.11 Objects are deemed to have been delivered when they are ready to be dispatched; all this after the contracted party has been notified of this in writing. Performances which do not consist of the delivery or supply of objects are deemed to have been completed after the work is finished.
- 9.12 The contracted party stipulates the method of packing, unless expressly agreed otherwise in writing. Packaging is taken back only if the contracted party so requires.

### Article 10 Cancellation

- 10.1 If the commissioning party cancels the instruction and/or rejects the products supplied by the contracted party, it is obliged to

## General Payment and Delivery Conditions

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compensate the contracted party for the damage referred to in article 9.6. Furthermore, by way of additional recompense, the commissioning party shall owe the contracted party compensation for the work carried out by the contracted party until then, all this in accordance with the price agreements between the parties. The commissioning party indemnifies the contracted party against claims made by third parties as a result of the cancellation of the instruction and/or rejection of the products.

10.2 Without prejudice to the provisions in article 10.1, the contracted party reserves all rights to claim full fulfilment of the agreement and/or full compensation.

### Article 11 Claims and Complaints

- 11.1 The commissioning party is obliged to thoroughly inspect the products immediately after receipt and to forthwith notify the contracted party of any faults. If the commissioning party does not notify the contracted party of any faults within 8 days of receipt of the products, which could have been detected through a thorough inspection, the commissioning party is deemed to have agreed with the condition in which the goods were supplied or delivered and any right to submit a claim consequently lapses.
- 11.2 The contracted party must be enabled to check any complaints that have been submitted. The contracted party does not accept any complaints once the commissioning party has started processing the goods or when it has supplied them on, whereas the contracted party could have detected the alleged fault after a thorough inspection.
- 11.3 Any product faults can be demonstrated by the commissioning party by any means, on the understanding that faults are solely understood to mean failure of the product to meet the applicable product specification(s) of the contracted party.
- 11.4 The burden of proof rests with the commissioning party in order to prove that the products, which the complaint refers to, are the same as those which were supplied by the contracted party.
- 11.5 If in the opinion of the contracted party the complaint is justified, the contracted party shall, at its discretion, either pay a reasonable compensation which does not exceed the invoice value of the products or replace the products free of charge upon return thereof by the commissioning party in the same condition as they were received. Payment of any compensation by the contracted party shall be made with due observance of the provisions in articles 15.8 and 15.9. The contracted party is not obliged to pay any further compensation or other reimbursement of costs referred to.
- 11.6 The commissioning party is not entitled to make any claims if it fails to duly fulfil any obligations detailed in the agreement with the contracted party. Complaints do not entitle the commissioning party to claim part or full dissolution of the agreement or to partly or fully delay or refrain from paying.
- 11.7 Claims with regard to work carried out, services provided and/or the invoice amount must be submitted in writing within 8 days of completion of the work and/or within 8 days of the invoice having been sent. The provisions in paragraphs 1 to 6 of this article apply by analogy, unless all this contradicts the nature or purport of that paragraph.

### Article 12 Liability

- 12.1 The contracted party shall not in any case be obliged to pay any direct or indirect loss, in any shape or form, caused by delays in deliveries, product faults and/or otherwise, unless the afore-mentioned loss was caused by an intentional act or gross negligence on the part of the contracted party. The commissioning party explicitly indemnifies the contracted party against any claims by third parties in relation to the above. The burden of proof in respect of the above rests with the commissioning party.
- 12.2 The contracted party cannot be held responsible for any damage to or loss in value of products caused during shipment.
- 12.3 The afore-mentioned exclusion of liability has partly been stipulated for employees of the contracted party and/or third parties engaged by or acting on behalf of the contracted party or whose services are used by the contracted party. The commissioning party is obliged to indemnify both the contracted party and (legal) persons referred to in this provision against possible claims by third parties.
- 12.4 With due observance of the afore-mentioned provisions, the liability of the contracted party shall not in any case exceed the net invoice amount of the relevant delivery and not in any case surpass the cover of the liability insurance taken out by the contracted party.
- 12.5 The liability of the contracted party is excluded from the provisions of the above paragraphs insofar as this does not contradict any mandatory statutory provisions.
- 12.6 The commissioning party indemnifies the contracted party against any claims by third parties for damage in connection with or arising from (the use of) products supplied or work carried out by the contracted party, unless the damage is caused by an intentional act or gross negligence on the part of the contracted party, the burden of proof of which rests with the commissioning party.

### Article 13 Retention of title

- 13.1 The products supplied by the contracted party, whether processed or not, remain the exclusive property of the contracted party until all claims which the contracted party has or shall obtain against the commissioning party, regardless of the reason, have been paid in full. In the event of any damage, the contracted party is entitled to potential compensation by insurers.
- 13.2 The commissioning party is not entitled to establish a pledge or other securities on these products or to carry out any other

## General Payment and Delivery Conditions

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- acts of disposition with regard to the sold and supplied products.
- 13.3 In the event that the commissioning party fails to fulfil any obligation detailed in an agreement concluded with the contracted party, or if there is an obvious fear that it shall not fulfil its obligations, the contracted party is entitled to repossess the products without any further notice of default, whilst the commissioning party is obliged to return the products to the contracted party on a carriage paid basis at first request. In the event the contracted party invokes retention of title, the agreement(s) is/are dissolved without judicial intervention and without prejudice to the right of the contracted party to claim compensation for damage, loss of profit and interest.
- 13.4 The contracted party enjoys the same rights and entitlements referred to in article 13.3 in the event the commissioning party is wound up, decides to make a repayment on shares, decides to merge, applies for or has been granted moratorium of payment, is declared bankrupt or a petition to that end has been submitted, or a request invoking the Debt Rescheduling (Natural Persons) Act has been made or granted, is under threat of attachment of its assets or (when the commissioning party is a natural person) if he passes away, leaves to take up residency abroad or loses the free disposal of his assets.
- 13.5 The commissioning party is obliged to forthwith notify the contracted party in writing when third parties lay claim to products which by virtue of this article are subject to retention of title.
- 13.6 If at any one time it emerges that the commissioning party has failed to fulfil this obligation, it owes a fine immediately due and payable of 10% of the amount owed.

### Article 14 Attributable shortcoming, suspension and dissolution

- 14.1 In the event that the commissioning party, fully or partially imputably fails in the fulfilment of its obligations arising from any agreement concluded with the contracted party, as well as in the event of bankruptcy and/or a petition to that end or in the event that a request invoking the Debt Rescheduling (Natural Persons) Act has been made or granted, moratorium of payment of the commissioning party and/or an application to that end has been made, or in the event of discontinuation or winding up of its business or if it is under threat of attachment of its assets, or (when the commissioning party is a natural person) if he passes away, leaves to take up residency abroad or loses the free disposal of his assets, it, by operation of law, is deemed to remain in default without a notice of default being required. As such, the contracted party shall be entitled to fully or partially dissolve the agreement and/or agreements or to suspend the execution thereof, all this without the contracted party being obliged to pay any compensation or warranty claims and without prejudice to any of its rights. The contracted party shall be entitled to claim from the commissioning party payment of costs, damage and interest already incurred, including any loss of interest suffered by the contracted party and caused by the shortcoming of the commissioning party.
- 14.2 In the event of impediment to execute the agreement due to force majeure, both the contracted party and the commissioning party are entitled to either suspend the agreement for a period not exceeding six months or to fully or partially dissolve the agreement without judicial intervention. The other party must be notified of all this in writing.
- 14.3 Force majeure, as a result of which the agreement becomes more expensive or of greater effort or it would no longer be deemed reasonable to require the contracted party to comply with the agreement, is understood to mean all involuntary disturbances or impediments including damage caused by storm and other natural disasters, floods, fire or other destructions in factories or warehouses, impediments caused by third parties, part or full-scale strikes, exclusions of materials, both in this country and in the country of origin, war, or the threat thereof, both in this country or in other countries, part or full mobilisation, a state of siege, riots, sabotage, loss of or damage to materials during transport, illness of irreplaceable employees, excessive sickness absence of staff, extraordinary circumstances such as export and import bans, impeding measures of any government, a lack of or breakdowns by means of transport, failed or late delivery of goods by suppliers, power failures and in general all circumstances, events, causes and consequences beyond the control or authorisation of the contracted party.
- 14.4 In the event that the execution of the agreement is suspended due to force majeure pursuant to the provisions of article 14.2, the party, on whose instruction or request the suspension is effected, is obliged to either choose to execute within 14 days – if so required with due observance of the 6-month period referred to in article 14.2 – and/or to fully or partially dissolve the agreement and to inform the other party of this choice by registered post.
- 14.5 The contracted party is entitled to claim payment for activities carried out for the execution of the relevant agreement as well as any partial deliveries the contracted party made prior to the events causing force majeure taking place.
- 14.6 The contracted party is entitled to also invoke force majeure if the event causing the force majeure takes place after it had to deliver its performance.
- 14.7 In the event of dissolution or suspension of the agreement by the contracted party due to force majeure, it shall not be obliged to pay any compensation in any shape or form.

### Article 15 Payment

- 15.1 Payments are to be made within 30 days after delivery, unless the invoice states another period or when explicitly agreed otherwise in writing.
- 15.2 All payments are to be made in euros – unless agreed otherwise in writing – at the office of the contracted party or to an account to be assigned by the contracted party without any reduction or setoff.

## General Payment and Delivery Conditions

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- 15.3 Complaints, of whatever nature, do not in any case give the commissioning party the right to refuse and/or delay payment of an invoice.
- 15.4 The contracted party is entitled to require the commissioning party to furnish adequate security in respect of all it owes or shall owe the contracted party. In the event the commissioning party fails to furnish adequate security as requested by the contracted party, the contracted party is entitled to either suspend or dissolve the agreement. With regard to suspending and dissolving the agreement, the provisions of article 14 apply by analogy.
- 15.5 The contracted party is at all times entitled to require from the commissioning party full or partial payment of the purchase price in advance and/or to require advance payment of the activities to be invoiced. In the event the commissioning party fails to comply in this respect, the contracted party is entitled to either suspend or dissolve the agreement. With regard to suspending and dissolving the agreement, the provisions of article 14 apply by analogy.
- 15.6 If payment of an invoice has not been effected within the payment term agreed upon in these conditions and/or terms agreed separately, the commissioning party shall remain in default by operation of law without any notice of default being required. In that case the contracted party shall be entitled to charge, as from the payment due date and in addition to the sum owed, the statutory interest increased by 3%, during which part of a month is calculated as a full month.
- 15.7 Any costs incurred due to collection of any amount owed by the commissioning party to the contracted party – both judicially and extrajudicially – are at the expense of the commissioning party. Extrajudicial collection costs are in any case owed by the commissioning party in those instances in which the contracted party has requested the assistance of a third party in view of the collection. These costs are in any case 15% of the amount to be collected, subject to a minimum of € 250. In the event that the extrajudicial costs incurred by the contracted party exceed that sum, the commissioning party owes these costs to the contracted party. The amount of and obligation to pay the extrajudicial costs are determined by the fact that the contracted party has called in the assistance of a third party.
- 15.8 Payments of the commissioning party to the contracted party in the first place serve to reduce the judicial and extrajudicial costs incurred by the contracted party, then to reduce any accumulated interest and finally to reduce the principal sum, whilst in the event that the commissioning party has omitted to pay multiple invoices from the contracted party, payments serve to reduce the amount of the most recent invoice first.
- 15.9 In the event that the commissioning party is part of a group as referred to in article 2: 24b of the Netherlands civil code, the contracted party is entitled to deduct any payments received from the commissioning party from the amount that legal persons or companies part of this group owe the contracted party, regardless of the reason, during which the provisions of article 15.8 apply by analogy.
- 15.10 In the event the contracted party pays the commissioning party a reasonable compensation after acceptance of claims and complaints, the amount of this compensation shall be deducted in accordance with articles 15.8 and 15.9 from the outstanding amount the commissioning party, and/or the group to which it belongs, owe the contracted party. In the event that the contracting party has no further claims against the commissioning party, the amount shall be reimbursed to the commissioning party.

### Article 16 Other provisions

- 16.1 The commissioning party is in any case not entitled to represent the contracted party, unless explicitly agreed otherwise in writing.
- 16.2 The contracted party cannot be obliged to accept follow-up assignments or to pay compensation if it declines to do so.
- 16.3 Following completion of the instruction, the commissioning party is obliged to purchase materials, semi-finished products, raw materials and rest products, located at the contracted party in connection with the instruction, at current prices.

### Article 17 Disputes

- 17.1 All disputes, including those classified as such by only a single party, arising from or relating to offers or agreements which are subject to these conditions or concerning the conditions themselves and the interpretation or implementation thereof, are subject to the judgement of the District Court of Zwolle; all this without prejudice to the right of the contracted party to involve the courts situated in the place of business / residence of the commissioning party.
- 17.2 Dutch Law applies to all offers and agreements subject to these conditions, with the exception of the provisions of the Vienna Sales Convention and/or any other future regulation on the subject of purchasing movable and corporeal property, the effect of which can be excluded by either party.
- 17.3 In the event that a dispute arises concerning the interpretation of these general conditions, the Dutch version prevails.