

ARTICLE 1 | OFFERS AND ACCEPTING ORDERS

1. All offers with no period of validity given are non-binding.
2. The designs, illustrations, drawings and dimensions shown, annexed or shared in the offers give a general representation of the products proposed. Changes in the construction as a result of which the actual version deviates from the intended design, illustrations, drawings or dimensions, but in which there is no significant change in the technical and aesthetic aspects of the products, do not oblige the vendor to offer the purchaser any compensation nor to give the purchaser any right to refuse to receive or to pay for the products delivered.
3. Illustrations and drawings supplied by the vendor shall always remain the property of same and must be returned to it upon request; on failure to do so the holder shall pay the value determined by the owner.
4. All purchase agreements are entered into under the condition precedent that the purchaser is sufficiently creditworthy. If the vendor does not invoke the condition precedent within one month, the agreement is definitive.
5. If purchaser is in default for the settlement of any agreement with vendor, the vendor at all times has the right to require adequate security from purchaser to meet its payment obligations before vendor delivers.
6. Changes to and cancellations of orders by the purchaser are only valid with the vendor's prior written statement of approval. The vendor may charge fees for this.
7. If at the purchaser's request the vendor decides to upholster the products ordered by the purchaser with an upholstery fabric provided by the purchaser (so called proprietary fabric), then the purchase agreement shall be made under the following conditions:
 - Proprietary fabric shall be delivered free domicile to the vendor.
 - The purchaser must supply a label including its name and address, the order number and the article number for the proprietary fabric cut.
 - The vendor accepts no liability if the purchaser sets special requirements on the processing of proprietary fabric it supplied with respect to grain line or design without providing clear processing instructions.
 - Under no circumstances are remnants of the proprietary fabric supplied returned or eligible for reimbursement unless otherwise agreed in writing.
 - For products upholstered with proprietary fabric or commissioned fabric, the delivery period goes into effect only after receipt of the fabric. The vendor shall confirm receipt to purchaser as soon as it has accepted delivery of the fabric.

ARTICLE 2 | DELIVERY PERIOD

1. The statement with respect to the delivery period is approximate. To as great an extent as possible the vendor is obliged to comply with the specified delivery period, but is not responsible for the consequences of exceeding it which it could not reasonably have prevented. Such a delay shall not require any compensation from the vendor, nor shall it give the purchaser the right to terminate the agreement.
Delivery may take place in instalments. Each instalment shall be considered a separate delivery and may be invoiced separately. The customer is obliged to pay the relevant invoice in accordance with the agreed payment term. Any remaining goods shall be included in a subsequent order or subsequent delivery.
2. When the expected delivery period as referred to in paragraph 1 of this article is exceeded, the vendor shall be granted a further time period to make the delivery. This further time period is the same as the originally expected delivery period extended by a maximum of one month.
3. All orders placed on demand must be accepted by vendor at the agreed upon date without any further notice from seller being required.
4. The buyer is obliged to take delivery of the products at the agreed time. If the Buyer is unwilling or unable to take delivery of the products at the agreed time, the Buyer shall owe the Seller, in addition to Article 3.3, a fee to be determined by the Seller. Article 1 paragraph 6 applies to a request by the Buyer to change the delivery time.

ARTICLE 3 | TRANSFER OF RISK

1. If it has been agreed that vendor transports the products, the risk shall be transferred to the purchaser on delivery. In all other cases the risk shall be transferred at the time vendor makes the products available to the purchaser.
2. All products shall be transported at the purchaser's expense unless the freight costs are included in the price.
3. If the purchaser refuses to receive products delivered to it correctly and undamaged, the resulting freight costs, storage expenses and so forth shall be at its expense.

ARTICLE 4 | PAYMENT

1. All payments must be received by the seller without any set-off by the payment date stated on the invoice at the latest. Invoices with a payment date prior to the agreed or indicated delivery date are considered advance payment invoices and must be paid in full by that payment date at the latest, and if earlier, prior to delivery.
2. Offsetting against (alleged) costs or claims in connection with complaints, defects or warranty is not permitted. Offsetting shall only take place via a separate credit note after consultation and written agreement with the seller. Any credit notes will be settled with the next invoice, but no later than within one month. The seller is entitled to transfer its claims to third parties, including factoring companies. The buyer grants its unconditional consent to this in advance.
3. If the payment term is exceeded, the buyer shall be liable by operation of law to pay interest at a rate of 2% per month, with part of a month counting as a full month.
4. The purchaser shall be in default by the mere expiry of the payment due date or of failure to meet any other obligation; nevertheless the vendor shall send one written reminder before taking further action.
5. The expiry of the payment due date shall result in the immediate acceleration of payment of all outstanding invoices, even if they are not yet due.
6. If the purchaser is declared bankrupt, requests suspension of payment or decides to liquidate, the vendor shall have the right to terminate the agreement effective immediately and to take back the delivered, as yet unpaid for products, without prejudice to its right to compensation.
7. In the event of late payment the purchaser is obliged to pay all extra-judicial costs, including the administration costs and the legal assistance and advice prior to the procedure. The extra-judicial collection costs shall be calculated as follows:

PRINCIPAL (TO AND INCLUDING)	APPLICABLE PERCENTAGE
€ 2.500	15% over the principal
€ 5.000	€ 375 plus 10% over the principal
€ 10.000	€ 625 plus 5% over the principal
€ 200.000	€ 875 plus 1% over the principal
Over € 200.000	€ 2.775 plus 0,5% over the principal

The extra-judicial collection costs shall not be less than € 40.

ARTICLE 5 | SECURITIES

- Vendor shall retain title to delivered products as long as purchaser:
 - Fails or shall fail to fulfil its obligations from this or other agreements.
 - Has not fulfilled claims arising from the breach of these agreements, such as damage, penalties, interest and costs.
- For the duration of the retention of title purchaser shall be considered as holding the products for vendor and must store or hold them identifiable as the vendor's property. Vendor shall have access to its products, wherever they may be located, at all times until ownership is transferred. During the retention of title purchaser shall not transfer ownership of the products to third parties or encumber them with third party rights that transfer the products, except to the extent required in the normal course of purchaser's business.
- In the event of non-compliance with the foregoing the purchaser shall be liable to a fine of 10% of the outstanding receivables.
- Vendor shall have a lien and a right of retention on all products that it, for whatever reason, has in its possession or shall receive and all claims it has on purchaser or might receive with respect to any party that requires delivery of such.

ARTICLE 6 | COMPLAINTS

- The buyer must inspect the products for defects immediately upon receipt. Visible defects must be reported to the seller in writing within 48 hours of delivery, specifying the goods concerned. Hidden defects must be reported immediately upon discovery and no later than one year after delivery.
- The submission of a complaint shall not result in an extension of the payment deadline.
- In the event of a complaint, the purchaser may only return the products insofar as the vendor has approved that in writing. Should vendor not give its approval, it must provide justification for such refusal.
- Vendor must always have the opportunity to resolve purchaser's complaints. Repairs by third parties will not be compensated by vendor without its prior written approval.

ARTICLE 7 | GUARANTEE

- From the date of invoice the vendor gives the purchaser and the first user guarantee on the products it delivers for defects attributable to the vendor that appear during normal use. This is based on the following write-off procedure:
 - Within 1 year after the invoice date:** The costs of repair or replacement, including the shipment in the Netherlands, are wholly at the expense of the vendor;
 - Within 2 years after the invoice date:** The costs of repair or replacement, including the shipment in the Netherlands, are 2/3 at the expense of the vendor;
 - Within 3 years after the invoice date:** The costs of repair or replacement, including the shipment in the Netherlands, are 1/3 at the expense of the vendor.
 These deadlines can be exceeded by a maximum of four months if the delivery took place after the invoice date. If the defect can be properly repaired, the vendor does not have to replace the product.
- In accordance with Dutch law purchaser must prevent or limit its damage to as great an extent as possible and must maintain and treat the product properly and adequately.
- Irregularities in colour, wear resistance, structure, etc. can limit or exclude the right to guarantee and/or compensation for damages. This is the case if, in a technical sense, the irregularities are acceptable according to applicable, normal standards or trade usage.

ARTICLE 8 | LIMITATION OF LIABILITY

- To the extent legally permitted, the vendor's responsibility for damage due to defects of the products delivered is limited to the net invoice amount of the delivery, unless the consequences of this waiver are verifiably unreasonably burdensome for purchaser.
- Under no circumstances is the vendor responsible for indirect and/or consequential damages, including, but not limited to, claims from third parties or loss of earnings.
- The seller accepts no responsibility for a design worked out by or for the buyer. Design includes the specification of dimensions and materials given. If the buyer provides materials or parts to the seller for further assembly or processing then the seller is not responsible for these materials and parts or the suitability of the materials and parts for processing or assembly by the seller.

ARTICLE 9 | NON-ATTRIBUTABLE SHORTCOMING

- Vendor has the right to withhold performance of its obligations if it is temporarily prevented from fulfilling its contractual commitments to the purchaser due to force majeure.
- The term "non-attributable shortcoming" shall include the circumstances that suppliers, vendor's subcontractors, suppliers or hauliers hired by the vendor do not (firmly) meet their obligations, due to the weather, fire, earthquakes, power outage, roadblocks, strikes or work stoppages, diseases, lack of staff and import or trade restrictions.
- If there is a question of a non-attributable shortcoming and compliance remains or will remain impossible, the execution of the order shall be suspended until such circumstance shall cease, unless the vendor shall notify purchaser in writing within 90 days after the occurrence of such circumstance, that the order shall, to the extent that it has not yet been completed, be terminated.
- Parties have no right to compensation as a result of the suspension or the termination in the sense of this article for damages incurred or to be suffered.

ARTICLE 10 | ADDITIONAL WORK

- All costs for the vendor of work and deliveries not included in the quotation that are requested by the purchaser and/or are necessary to carry out the agreed work or services will be charged to the purchaser as additional work. Additional work also includes the vendor's making more than one set of drawings as a result of adjustments or additions requested by the purchaser.
- Costs and damages incurred by the vendor due to the purchaser's failure to ensure conditions that enable the execution or undisturbed progress of the work by the vendor shall be for the account and risk of the purchaser, unless attributable to the vendor.

ARTICLE 11 | CANCELLATION IN THE EVENT OF NON-PAYMENT

- An order may be considered cancelled by the seller if an advance payment invoice remains unpaid more than 30 days after the due date.
- In the event of cancellation, the buyer is obliged to pay all invoices already sent in full, with a minimum of 30% of the total order value. If a higher percentage has already been invoiced, these invoices must be paid in full.

ARTICLE 12 | APPLICABLE LAW AND COMPETENT COURT

- Dutch law exclusively is applicable to all tenders, agreements and the execution thereof.
- All disputes shall, insofar as they are outside the jurisdiction of the district court, be referred to the Court in the district in which the vendor is established.