

Article 1: Applicability of these conditions

These conditions apply to every offer from Dubo Dorned B.V. and every contract between Dubo Dorned B.V., (hereafter called Dubo Dorned), and a buyer, to which Dubo Dorned has declared these conditions to apply, insofar as the parties have not explicitly deviated from these conditions in writing.

Article 2: Offers

The offers made by Dubo Dorned are valid for a period of 14 days, unless otherwise indicated. Dubo Dorned is only bound by an offer if the buyer's acceptance of the offer is then confirmed by Dubo Dorned in writing or per e-mail within 14 days thereafter. The prices set out in an offer are exclusive of VAT and exclusive of transport costs, unless otherwise indicated.

Article 3: Delivery

- 3.1 Every Unless otherwise agreed in writing, delivery is Ex Works Hoofddorp
- 3.2 The buyer is obliged to take the purchased goods at the time when they are delivered to him or at the time when they are made available to him in accordance with the contract. If the buyer refuses to take the goods or fails to cooperate or furnish information or instructions necessary for the delivery, the goods will be stored at the buyer's risk. In such case the buyer will owe all additional costs, which in any event includes the storage costs.

Article 4: Delivery time

Time is not of the essence with regard to an agreed delivery time, unless explicitly otherwise agreed. In the event of late delivery the buyer must therefore give Dubo Dorned written notice of default and allow Dubo Dorned a reasonable time period to comply with the delivery obligation.

Article 5: Partial Deliveries

Dubo Dorned is permitted to deliver sold goods in part deliveries. If the goods are delivered in part deliveries, Dubo Dorned has the right to invoice each part separately.

Article 6: Samples, models and examples

If Dubo Dorned shows or provides a model, sample or example, including the photos, dimensions and models in the Dubo Dorned catalogue, they are only shown or provided as an indication. The properties (which includes such things as colour, material composition, thickness and diameter) of goods to be delivered can deviate to a slight degree from the sample, model or example, unless it was explicitly stipulated that the delivery would be exactly in conformity with the sample, model or example which was shown or provided.

Article 7: Termination of the contract

- 7.1 Dubo Dorned's claims on the buyer are immediately due in the following cases:
 - if after entering into the contract circumstances have come to Dubo Dorned's attention which give Dubo Dorned good grounds to fear that the buyer will not perform his obligations;
 - if Dubo Dorned asked the buyer to provide security for the performance and this security is not provided or is insufficient.
 In the aforementioned cases Dubo Dorned has the right to suspend the further performance of the contract, or to terminate the contract, without prejudice to Dubo Dorned's right to demand compensation.

- 7.2 If circumstances arise with regard to persons and/or material which Dubo Dorned uses or tends to use in the performance of the contract, which are of such nature that the performance of the contract becomes impossible or so cumbersome and/or disproportionately costly, that performance of the contract can no longer be reasonably demanded, Dubo Dorned has the right to terminate the contract.

Article 8: Guarantee

- 8.1 Dubo Dorned guarantees that the goods delivered by it are free of design, material and production faults, subject to the provisions of Article 10. A colour difference, difference in thickness or difference in diameter is not a design, material or production fault.
- 8.2 If the goods show a design, material or production fault the buyer is entitled to replacement of the goods. Replacement will only take place if the provisions of Article 10 have been satisfied and after the goods to be replaced have been returned to and received by Dubo Dorned.
- 8.3 The guarantee does not apply if the damage or loss is the result of an incorrect use of the delivered goods.

Article 9: Retention of title

- 9.1 The goods delivered by Dubo Dorned remain Dubo Dorned's property until the buyer has performed all of the following obligations under all contracts made with Dubo Dorned:
 - the consideration relating to goods which have been or are to be delivered themselves;
 - the consideration relating to services which have been or are to be provided by Dubo Dorned under the contract(s);
 - any claims relating to non-performance by the buyer of (a) purchase contract(s).
 - In any event the buyer is not entitled to pledge the goods or grant any other right thereon.
- 9.2 If the buyer does not perform his obligations or there is a valid fear that he will not do such, Dubo Dorned has the right to remove the delivered goods which are subject to the retention of title referred to in paragraph 1 which are under the control of the buyer or third parties holding the goods on behalf of the buyer. The buyer is obliged to fully cooperate in this respect, whereby failure to do so is subject to a penalty of 10% of what he owes per day.

Article 10: Defects; terms for lodging complaints

- 10.1 The buyer must inspect the purchased goods upon delivery, or as soon as possible thereafter. The buyer must determine in this respect whether the delivered goods correspond with the contract:
 - whether the right goods have been delivered;
 - whether the delivered goods correspond with what has been agreed with regard to quantity (e.g. the number and the quantity);
 - whether the delivered goods satisfy the agreed quality requirements or – if these are lacking – the requirements which may be set for normal use.
- 10.2 If visible defects or shortfalls are noted, the buyer must report these to Dubo Dorned in writing within 7 days after delivery.
- 10.3 The buyer must report non visible defects to Dubo Dorned in writing within 7 days after they are discovered, but at latest within 30 days after delivery.
- 10.4 Even if the buyer lodges a complaint in time, he is still under the obligation

- to pay for and take receipt of the orders.
- 10.5 Returns will not be accepted without prior consultation and consent of Dubo Dorned. Goods ordered or produced especially for the buyer can never be returned. If the above-mentioned time period for lodging complaints is not observed, the right to lodge a complaint will lapse and the buyer can no longer present a claim under the guarantee of Article 8.

Article 11: Payment

- 11.1 Payment must be made within 14 days after the invoice date, by transfer of the amount owing to the Dubo Dorned bank account. The buyer will be in default if payment has not been made 14 days as of the invoice date – or if a longer term is agreed: after such longer term; as of the time of default the buyer will owe interest over the due amount which interest is equal to the statutory commercial interest rate.
- 11.2 In the event of liquidation, bankruptcy or moratorium on payment of the buyer, the buyer's obligations will be immediately due.
- 11.3 Payment must be made without discount or set-off.
- 11.4 Payments made by the buyer are always in the first place allocated to all interest and costs owing, and in the second place to due invoices which have been outstanding the longest, even if the buyer states that the payment relates to a later invoice.

Article 12: Collection costs

If the buyer defaults on or fails in the performance of one or more of his obligations, all reasonable costs to obtain extrajudicial settlement are at the buyer's expense. In any event the buyer will owe collection costs in the event of a monetary claim. The collection costs are calculated in accordance with the Standardisation of Extrajudicial Collection Costs ("WIK"), Article 6:96 Dutch Civil Code, and the related Compensation for Extrajudicial Collection Costs Decree ["Besluit BIK"]. If Dubo Dorned has made higher costs, which were reasonably necessary, they too are eligible for compensation. Court costs and enforcement costs are also at the buyer's expense.

Article 13: Liability

- 13.1 Dubo Dorned is only liable to the buyer:
 - for loss resulting from defects in delivered goods pursuant to the provisions of Articles 8 and 10 of these conditions.
 - for loss caused by intent or gross negligence on the part of Dubo Dorned or its managerial subordinates.
 All other liability is excluded.
- 13.2 In view of the low price of Dubo Dorned products, the fact that the products are produced "en masse" and the fact that Dubo Dorned has no influence whatsoever on how the user uses the products, Dubo Dorned is not liable for loss which is the result of the use of Dubo Dorned products by the customer or a third party. Dubo Dorned is not liable for any loss which is caused because the products are not (or turn out not to be) suitable for the goal intended by the buyer (or end user).
- 13.3 In the event Dubo Dorned cannot derive any rights from the above provisions, Dubo Dorned's liability is limited to the sum paid out by the liability insurance.
- 13.4 In the event the liability insurance does not offer cover (for whatever reason) and Dubo Dorned can be held liable for loss suffered by the buyer, Dubo Dorned's liability is limited to the invoice value of the

- product used or the (intended) delivery.
- 13.5 Dubo Dorned is never liable for damage or loss if there is force majeure.

Article 14: Force majeure

- 14.1 Force majeure means circumstances which prevent the performance of the obligation, and which are not attributable to Dubo Dorned. This includes: strikes, a general lack of necessary raw materials and other goods or services necessary to effect the agreed performance, unforeseeable stagnation on the part of suppliers or other third parties on which Dubo Dorned is dependent and general transport problems.
- 14.2 Dubo Dorned also has the right to claim force majeure if the circumstance which prevents (further) performance arises after Dubo Dorned should have performed its obligation.
- 14.3 During force majeure the delivery and other obligations of Dubo Dorned are suspended. If the period in which it is not possible for Dubo Dorned to perform the obligations due to force majeure lasts longer than 2 months both parties have the right to terminate the contract, without an obligation to pay compensation arising in such case.
- 14.4 If Dubo Dorned upon the arising of the force majeure has already performed its obligations in part, or can only partly perform its obligations, it is entitled to invoice the part which has already been delivered or which can be delivered and the buyer is bound to pay this invoice as if it concerned a separate contract. This does not apply, however, if the part already delivered or to be delivered does not have an independent value.

Article 15: Applicable law and dispute resolution

Every contract between Dubo Dorned and the buyer is governed by Dutch law. In deviation from the statutory rules regarding the jurisdiction of the civil court every dispute between the buyer and Dubo Dorned will be adjudicated by Amsterdam District Court. Dubo Dorned retains the right, however, to summon the buyer to appear before the court which has jurisdiction under the law or the applicable international treaty.

Article 16: Interpretation of this translation

In the event of interpretation of the contents and purport of these general conditions, the Dutch text thereof is always decisive.