

## **GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT**

of Satelliet Meubelen B.V., a private limited liability company, having its corporate seat in Breda, the Netherlands, registered with the trade register under number 20125851.

### **ARTICLE 1: APPLICABILITY**

1.1 These Terms and Conditions govern all our offers and all the agreements that we conclude, including any and all negotiations that we conduct prior to the conclusion of an agreement.

1.2 Any deviations from these Terms and Conditions will apply only if the parties have agreed on them in writing. Any deviations will apply only in respect of the particular agreement in respect of which they have been stipulated; these Terms and Conditions will otherwise continue to apply in full.

### **ARTICLE 2: OFFERS**

2.1 All our quotations and offers are without engagement unless we explicitly state otherwise. Indications of sizes and/or weight, pictures and/or drawings, technical and/or chemical specifications, colour, type, quantity, composition and quality must be deemed to be provided only as an approximation.

2.2 Quotations and offers will be based on the information, drawings and sizes derived from them that are provided to us by the other party.

2.3 In the event that a quotation and/or offer is not accepted in a timely manner, in writing and in full, an agreement will be concluded only if and insofar as the acceptance of the other party deviates only in respect of minor details, in which context the agreement will be concluded without those minor details forming part of it.

### **ARTICLE 3: CONCLUSION OF AGREEMENTS**

3.1 An agreement is only considered valid after it has been signed by someone of us authorized to that effect and if the agreement is confirmed by us to the other party in writing. In the event that we send or submit to the other party an order confirmation as confirmation of an agreement, that order confirmation will be deemed to contain the only and correct representation of the parties' agreements unless the other party disputes in writing that the order confirmation is correct within eight days after the date of the order confirmation in question. An agreement will be concluded between the parties even in the

event that the other party submits a dispute; however, in such cases the parties will consult in order to reach agreement with respect to the errors indicated by the other party. During the course of such consultations we will be entitled to dissolve the agreement without being obliged to reimburse any costs or compensate any damage.

3.2 In the event that an agreement is concluded we will be entitled to notify the other party in writing immediately after the order confirmation has been issued that the agreement cannot be performed or can be performed only if it is amended. In the event that we notify the other party that the agreement can be performed only if it is amended, the other party must confirm in writing within eight days after it receives that notification from us that it wishes to have the amended agreement performed.

3.3 In the event that we commence performance and/or in the event that the other party has paid a deposit on the basis of a written document that we have sent, the content of that document will be deemed to constitute the parties' agreements.

#### **ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS**

4.1 The agreement shall not be deemed or construed to convey or transfer any intellectual property rights to the other party.

4.2 We will retain the design- and/or copyright and any and all other intellectual property rights to, and the ownership of, any and all documents, designs, pictures, drawings, catalogs, samples, steels and models that are provided with the offer and/or in the context of the performance of the agreement. All the goods that we provide to the other party must be returned to us immediately, within eight days of a request on our part.

4.3 Depictions, drawings, designs, pictures, samples, steels, models, etc. may not be copied or duplicated and may not be made available to third parties.

4.4 The other party indemnifies us against any legal claim brought by a third party that is based on or is related to the allegation that drawings, models, etc. developed by the other party itself infringe a valid intellectual or industrial property right.

4.5 If and insofar as it is established in court proceedings the goods we delivered to the other party infringes any applicable copyright and/or design rights of third parties, we will collect the delivered goods against compensation of the purchase price paid to us by the other party minus the usual depreciation after the purchase date. This compensation of the purchase price is the only remedy of the other party in this regard.

## ARTICLE 5: DELIVERY

5.1 The delivery times and terms of delivery within which agreed work must be performed that we indicate are approximations only and are not considered to be fatal terms, unless agreed upon otherwise in writing.

5.2 Exceeding the delivery time and terms of delivery within which agreed work must be performed shall never be considered as a breach of our obligations arising from the agreement and does not allow the other party to dissolve the agreement, refuse payment, delivery or to neglect its obligations in any other way, nor are we liable for the payment of compensation of any nature whatsoever due the exceeding of the delivery time or terms of delivery within which agreed work must be performed.

5.3 We are entitled to deliver an order in full or in part deliveries and we are entitled to demand separate payment for each individual part delivery.

5.4 The other party is obliged to accept the purchased goods at the time when they are delivered. If the other party refuses delivery or fails to provide the information, instructions or sufficient facilities required for the delivery, we are entitled to store the goods for risk of the other party. We are allowed to charge any and all storage costs related to that delivery to the other party, without prejudice to our rights to require performance and/or claim damages and/or to dissolve the agreement.

5.5 Deviations in the delivered goods or the (final) result, compared to what has been agreed, are no reason for rejection, discount, compensation or dissolution of the agreement, if such deviations, taking all circumstances into account, are reasonable minor differences.

5.6 In the event of a situation involving *force majeure*, our obligation to deliver or perform will be suspended until the cause of such *force majeure* has been remedied. *Force majeure* is taken to include, but is not limited to: strikes (organized or not-organized), war, government measures, business disruption, epidemic, pandemic, liquidation, machinery breakdown, fire or other unforeseen circumstances, or liquidation of or any breach of contract by a supplier or auxiliary person, servant or agent, as a result of which we, our suppliers or third parties that we have engaged cannot comply, or cannot comply in a timely manner with our obligations or their obligations.

## **ARTICLE 6: TRANSPORT**

6.1 Goods will be delivered transported ex works and thus at the other party's expense and risk. The risk related to the goods that are sold will be borne by the other party as from the time at which the agreement is concluded.

6.2 We reserve the right to handle the customs inward clearance ourselves in respect of goods manufactured abroad.

6.3 Transport of goods will always be executed for the other party's expense and risk, even if we agreed to provide transport as a service. The other party must pay the costs of insuring the goods during transport unless the parties have agreed otherwise in writing.

## **ARTICLE 7: DELIVERY ON CALL**

7.1 In the event that the parties have agreed that the goods will be delivered on call, the other party will be obliged to indicate the call-off deadline to us within two weeks after the agreement has been concluded or within two weeks after the date of the order confirmation. In the event that we have not received the call-off deadline in writing within two weeks we will be entitled to dissolve the agreement in whole or in part, without prejudice to our other rights, including the right to claim compensation of damage. Also in the event that the agreed delivery on call does not take place or does not take place in a timely manner we will be entitled to dissolve the agreement in whole or in part, without prejudice to our other rights, including the right to claim compensation of damage.

## **ARTICLE 8: PROVISION OF SECURITY**

8.1 Prior to delivery or any other compliance with our obligations we will be entitled to request that security be provided in the form of the provision of a bank guarantee for the compliance with the payment obligations.

8.2 In the event that the other party refuses to provide the security that we request, we will be entitled to suspend our obligations until the requested security is provided or to dissolve the agreement in whole or in part, without prejudice to our other rights, including the right to claim compensation of damage.

## **ARTICLE 9: AUXILIARY PERSONS, SERVANTS OR AGENTS**

9.1 We are free to subcontract our performances and orders (or part thereof) to third parties or to have purchased goods delivered by third parties.

## **ARTICLE 10: IMPEDIMENT ON THE PART OF THE OTHER PARTY**

10.1 In the event that agreed work and/or deliveries cannot be performed at the agreed time due to an impediment on the part of the other party, the other party will be obliged to reimburse us for the costs and damage that ensue.

## **ARTICLE 11: LIABILITY**

11.1 If we provided a guarantee, our liability to the other party, with the exception of the provisions in the following paragraphs, is limited to the performance of our guarantee obligations as set out in Article 14 of these Terms and Conditions.

11.2 In the event that complying with our obligations, any attributable breach or any other event leads to liability, such liability will be limited in all cases to compensating direct damage to the amount that our insurance company pays out under the applicable liability insurance policy in respect of the incident in question, including the insurance excess that we bear in connection with that liability insurance policy in respect of the incident in question.

11.3 In the event that – for any reason whatsoever – no insurance benefits are paid out on the ground of the liability insurance policy referred to in paragraph 2 of this Article, under no circumstances will our liability for direct damage exceed the amount charged to the other party in connection with the agreement, with the restriction that the total compensation for direct damage will never exceed EUR 10,000 per event or series of connected events with a common cause.

11.4 Direct damage as referred to in paragraphs 2 and 3 means: (1) the costs of repairing or replacing the goods supplied by us to the other party under the agreement; (2) damage caused to material items (“property damage”); (3) reasonable costs to determine the cause and extent of the damage if and insofar as it relates to the direct damage as referred to here; and (4) reasonable and demonstrable costs incurred by the other party to prevent or limit the direct damage as referred to here.

11.5 Liability for indirect damage or consequential damage is excluded under all circumstances.

11.6. The scope of compensation of damage to be paid in any case is further limited in the following manner:

a. Damage as a result of a business interruption, loss of profit or revenue, non-material damage, missed opportunities and damage to reputation etc., regardless of whatever may have caused it, does not qualify for compensation. The other party must take out insurance against such damage if it so desires.

b. We are not liable for damage that is caused by any use other than that for which the goods are intended and for the purposes for which we have sold the goods.

11.7 The exclusions and limitations referred to in the previous paragraphs will lapse if and insofar as the damage is the result of our intent or gross negligence.

11.8 The other party will indemnify us against any claims brought by third parties for compensation of damage in respect of the goods sold.

11.9 Any claims on damage compensation related to an agreement with us will expire after a period of one year. The expiry period starts on the day following the other party became aware of the incident that caused the damage.

## **ARTICLE 12: PRICES**

12.1 The prices agreed are based on the prices of raw materials, other materials, transport costs, wage costs, etc. that apply on the date on which the agreement is concluded. We have the right to charge on reasonable cost increases insofar as they arise after the date of the offer, even if such an increase could have been foreseen at the time at which the offer was made. The other party will be given written notice of such a price increase.

12.2 All listed or specified prices are exclusive of sales tax (VAT) and any other taxes or government levies. All prices are in Euro's and the other party is obliged to pay us in Euro's.

## **ARTICLE 13: RETENTION OF TITLE**

13.1 We explicitly will retain the ownership of and title to the goods that we deliver until payment has been made in full, including the compensation of any damage, costs and interest; this provision also applies in respect of later deliveries and services provided.

13.2 The other party may not have the goods that have been delivered at its disposal in any manner whatsoever as long as it has not yet fully complied with its obligations towards us.

13.3 The other party undertakes to make the goods that have been delivered available to us immediately upon request and hereby irrevocably authorises us or a person or persons whom we designate to enter or drive onto the location where the goods are being kept in order to take back the goods.

#### **ARTICLE 14: GUARANTEE**

14.1 We will furnish a guarantee only insofar as we have explicitly agreed to do so in writing, and such a guarantee will cover only remedying the error or defect at our expense by repairing or replacing the delivered goods. A guarantee will be furnished only in respect of the construction and a claim based on a guarantee will only be accepted if the other party has demonstrated it does not meet the generally accepted standards. The guarantee will be valid for a term of 12 months commencing at the time of delivery, unless the parties have agreed otherwise.

14.2 Instead of repairing or replacing the delivered goods, we can also decide at our own discretion to dissolve the agreement (in whole or in part) in combination with a pro rata refund of the amount already paid to us by the other party, without being obliged to pay any further compensation.

14.3 Any claim based on a guarantee will lapse in the event that the goods that have been delivered have been handled or processed improperly by or on account of the other party, in particular in the event that any action is taken that is contrary to the technical specifications or instructions that we have provided or in the event that the goods that have been delivered have been modified or changed or have been used for a purpose contrary to the intended use of the goods by or on account of the other party.

14.4 In the event that during the term of the guarantee the other party makes repairs or changes or has repairs or changes made without our prior permission to do so, or in the event that the other party fails to comply with its payment obligations, the guarantee will lapse effective immediately.

#### **ARTICLE 15: COMPLAINTS**

15.1 The other party must inspect the goods that are delivered immediately at the time of delivery. In the event that the other party does not discover any damage to the goods'

packaging it will be assumed that the goods were in good condition at the time of delivery, unless the other party furnishes proof to the contrary.

15.2 Complaints must be submitted in writing with a detailed statement of the nature and basis of the complaint(s) within eight days after the goods that we have delivered are received or within eight days after the work that has been performed has been completed, the foregoing on pain of the right to invoke any defect in or error in respect of the goods that have been delivered lapsing, except insofar as a written guarantee within the meaning of the preceding Article has been furnished. If the term for complaints is expired, the other party is deemed to have approved the delivered goods.

15.3 In the event that we find that the complaint is well-founded, our obligation will not extend beyond shipping a replacement delivery or remedying an error that we have made or shortcoming on our part free of charge, in which respect transport costs outside the Netherlands are excluded. We also may decide to act in accordance with the provisions set out in Article 14.3 of these Terms and Conditions.

15.4 A complaint or invocation of the guarantee will not entitle the other party to suspend the payment obligation.

## **ARTICLE 16: CANCELLATION**

16.1 The other party may cancel its order in writing prior to the time of delivery, after which the agreement will be dissolved. In appropriate cases the other party will owe us a compensation of damage in the amount of:

- 90% of the amount that the other party would have had to pay if the agreement had been performed in the event that the other party cancels an agreement after the other party has been informed of the date of delivery;
- 30% of the amount that the other party would have had to pay if the agreement had been performed in the event that the other party has not yet been informed of a date of delivery at the time at which it cancels the agreement.

16.2 However, in the event that tailor-made work or special goods have been developed and/or ordered for the benefit of the other party, in the event of a cancellation the compensation of damage will be equal to 100% of the amount that other party would have had to pay if the agreement had been performed, regardless of the reason for or moment of such cancellation.



16.3 The percentages referred to in this Article are fixed, unless we demonstrate that the actual damage sustained exceeds that amount.

16.4 If at the time of cancellation we already owe costs to third parties, in connection with the execution of the agreement, such as costs of suppliers, we will in all cases charge these costs in full to the other party, in addition to the compensation referred to in paragraph 1. The total amount to be paid by the other party shall never exceed the amount that the other party would have had to pay if the agreement had been performed.

## **ARTICLE 17: PAYMENTS**

17.1 Deliveries will be made in exchange for prior payment in cash.

17.2 In the event that the parties have agreed that delivery will be made on account, payment must be made within the agreed term, effective from the invoice date, without applying any discount or suspension. The other party is not entitled to set off any amount. A payment term of 14 days applies if nothing has been agreed between the parties about the payment term.

17.3 In the event of late payment of an invoice, the other party will be immediately in default without further legal notice of default and all payment obligations will become immediately due and payable. Payment obligations will also become immediately due and payable if the other party is declared bankrupt or applies for a moratorium.

17.4 In the event that the term of 30 days as from the invoice date is exceeded, the other party will owe interest at a rate equal to the statutory interest rate plus 3%. A partial month will be deemed to be a full month.

17.5 In the event that we are forced to pass on the claim to a third party for collection, in addition to that amount the other party will owe us all reasonably made legal and extrajudicial collection costs, with a minimum of 15% of the principal sum owed (with VAT) or an amount of EUR 250,- if this amount is higher.

17.6 In the event that we have granted the other party a discount provided that payment is made within eight days after the invoice date, that discount will lapse in the event that the payment of the full invoice amount, after deducting the discount granted, is not in our possession on or before the eighth day after the invoice date, in which case the other party will no longer be entitled to make any claim whatsoever to the discount that was initially granted and will be obliged to pay us the full amount of the invoice.

17.6 As long as the other party fails to comply with its obligations we will be entitled to suspend our compliance with our obligations.

#### **ARTICLE 18: APPLICABLE LAW**

18.1 All agreements are governed by Dutch law. The Convention on the International Sale of Goods (CISG), also known as the Vienna Sales Convention of 1980, does not apply.

#### **ARTICLE 19: DISPUTES**

19.1 Any and all disputes that arise from or are related to an agreement or further agreements will be resolved exclusively by the court that has subject matter jurisdiction within the district of Zeeland-West-Brabant, the Netherlands.

19.2 We are entitled to submit a dispute to the court that has territorial jurisdiction in accordance with the ordinary rules.

#### **ARTICLE 20: PLACE OF PERFORMANCE**

20.1 The agreements will be deemed to have been performed at the location of our registered office.

#### **ARTIKEL 21: CHANGES**

21.1. We are entitled to amend or supplement (parts of) these Terms and Conditions. Any amendments or supplements to these Terms and Conditions will enter into effect after notice of them has been given in writing to the other party. Amended Terms and Conditions will also be published on our website.

#### **ARTIKEL 22: LANGUAGE**

22.1. These Terms and Conditions are used in multiple languages. The Dutch text of these Terms and Conditions constitutes the only authentic text. In the event of any difference between the Dutch text and a translation into a foreign language, the Dutch text will prevail.