

Terms and Conditions of Saniskill B.V v. 2020-0313

1. Definitions.

In these terms the following definitions apply:

The User: the limited liability company Saniskill B.V. registered in the trade register under number 58829865 and / or his representative or legal successors to whom the delivery of the product has been assigned or from whom a quotation is requested..

The Contract Partner: the natural or legal person who issues the order for the delivery of the product or gives the order for the provision of advice and / or design or, as a result, requests an offer..

The Location: the address where the products are delivered and where the work is performed.

Products: under this agreement by Saniskill B.V. offered goods including prefabricated bathrooms, walls, shower floors and other system components and accessories.

Work: deliverables as specified in the offers and the corresponding assignment.

Terms and Conditions: the present terms and conditions that apply to all offers, quotations, orders and agreements for which Saniskill B.V. has offered or supplied products and activities, of whatever nature.

Purchase agreement: the agreement between the User and the Contract Partner whereby the User sells the offered products and services to the Contract Partner and the Contract Partner buys the offered products and services from the User.

Ex works: the User meets his obligation to deliver when making the products available to the Contract Partner on the property (the factory) of the Supplier in Italy, whereby the products are not cleared out and are not loaded in a transport vehicle. The Contract Partner bears all costs and risks associated with transporting the products from the User's factory to the location.

2. Applicability.

- 2.1 Saniskill B.V. and/or all companies, whether or not directly or indirectly affiliated with Saniskill B.V., that declare to use these conditions, are considered to be Users as referred to in these Terms and Conditions.
- 2.2 Unless expressly agreed otherwise in writing, these Terms and Conditions apply to all legal relationships with the User. In particular, these Terms and Conditions apply to all special offers, quotation requests and acceptances made by the User and to all agreements, including the formation and execution thereof, to which the User is a party.
- 2.3 These Terms and Conditions also apply to partial and/or follow-up orders, as well as to additions and/or changes to agreements and further agreements.
- 2.4 Any Terms and Conditions of the contracting party that differ from these Terms and Conditions will be hereby expressly rejected by the User.
- 2.5 If and to the extent that special offers, acceptances or agreements expressly and validly contain any provision deviating from these Terms and Conditions without the application of these Terms and Conditions being explicitly excluded, the other provisions of these Terms and Conditions shall remain in full force and effect. Such agreed deviations shall never apply to more than one agreement. Therefore, no rights can be derived from such a deviation for other or subsequent agreements.
- 2.6 Employees of the User, indirect or direct managers of the User and assistants and/or sub-contractors of the User, including their personnel and managers, all this in the broadest sense of the word, are entitled to an identical invocation to these Terms and Conditions against the contracting party just as the User is entitled to do so.
- 2.7 If the legal relationship (partly) relates to sales made by the User, regardless of the title of the legal relationship, in addition to "CHAPTER I. GENERAL" also "CHAPTER II. SALE" shall apply. In the event of any conflict between the provisions of the two chapters the provisions in "CHAPTER II. SALE" shall take precedence.

CHAPTER I: GENERAL

3. General.

- 3.1 Notifications by the User (including deviations from the concluded Agreement) can only be made binding in writing.
- 3.2 If two or more the Contracting Parties have (or are deemed to have) jointly entered into a legal relationship with the User, they are jointly and severally liable for the performance of the service and the resulting consequences.

4. Cancellation.

- 4.1 Cancellation is only possible with the explicit consent of the User. If the User agrees to the cancellation, the Contracting Party is obligated to reimburse all costs reasonably incurred for the execution of the Agreement, without prejudice to the User's right to full compensation for loss of profit and for other damages and costs resulting from the cancellation in question.
- 4.2 Insofar as the User is dependent on suppliers and has to accept the cancellation of its orders made by one or more of these suppliers, the User shall be entitled to cancel the orders given to it as well, without being obliged to pay any compensation, regardless of the moment at which such cancellation occurs.



Saniskill B.V.

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5. Force majeure

- 5.1 During force majeure on the part of the User, its deliveries and other obligations shall be suspended for the duration the force majeure event.
- 5.2 If the force majeure event continues three months after the date on which the User would have defaulted, both Parties have the right to terminate the Agreement without any obligation to pay compensation.
- 5.3 If, in force majeure, the User has already partially fulfilled its obligations or can still partially fulfil its obligations, the User is entitled to invoice the part already delivered or to be delivered (carried out or to be executed) separately and the Contracting Party is obliged to pay this invoice as if it were a separate agreement.
- 5.4 Within the meaning of this Article, force majeure is understood to mean, in addition to the provisions of the relevant law: any situation arising from unforeseen circumstances as a result of which the execution of the Agreement by the User becomes difficult or impossible, of which in any case (but not limited to) is the case in the situation of: war or risk of war, or any similar situation, regardless of whether the Netherlands is directly or indirectly involved, full or partial mobilisation, state of siege, riot, sabotage, natural disasters, flooding, fire, lightning strike, explosion, discharge of hazardous substances or gases and/or other destruction in factories or warehouses, power supply failure, factory or operational failure of any kind, boycott, sit-down occupation, accidents, strikes, blockades, labour shortages, fuel shortages, raw materials or auxiliary materials, transport restrictions, restrictions imposed or prohibited by the authorities, cancellations by or failure to supply suppliers or third parties in any other way, (hold-ups due to) frost, epidemics, theft, embezzlement or damage of goods from warehouse(s), workshop(s) or other business premises of the User or during transport, measures of Dutch and/or foreign public authorities that make the execution of the Agreement more problematic and/or more expensive than could have been foreseen at the time of the conclusion of the Agreement, as well as any (other) circumstances that obstruct the normal functioning of the User's business, as a result of which the fulfilment of the Agreement cannot reasonably be expected of the User.
- 5.5 The provisions in this Article also apply if these circumstances concern suppliers of the User and other third parties engaged by the User.

6. Security; deduction; prohibition on ownership transfer.

- 6.1 The User is entitled at all times to demand security from the Contracting Party for the compliance of all its obligations under the Agreement. Unless the User requires another form of security, the security must be provided in the form of a bank guarantee (issued by a Dutch bank and paid out on demand). If the User does not indicate otherwise, the security to be provided must be equal to 10% (in words: ten percent) of the value (including VAT) of the corresponding commitment.
- 6.2 If the Contracting Party fails to provide the required security or advance payment, any obligations incumbent on the User shall lapse, without prejudice to the User's right to full compensation of all of its damage, costs and interest, expressly including loss of profit.
- 6.3 The User shall not be obliged to make an advance payment and/or (other) security, in any form whatsoever.
- 6.4 The User is entitled at all times to deduct from the Contracting Party the amounts payable in connection with the Agreement against what it has to claim from the Contracting Party for whatever reason. The Contracting Party is not entitled to claim an amount owed by it to the User against an amount owed by the User to it.
- 6.5 The Contracting Party is not entitled to assign, pledge, or transfer the ownership of its rights against the User to third parties under any title whatsoever. This provision has effect under the property law pursuant to Article 3:83 Paragraph 2 of the Dutch Civil Code (BW).

7. Suspension and dissolution.

- 7.1 If the Contracting Party does not fulfil one or more of its obligations arising from this and other Agreements concluded between the Parties, or does not fulfil them in time or in full, the User is entitled without further notice of default or judicial intervention and without being obliged to pay any compensation, to suspend and/or rescind the fulfilment of the relevant Agreement in whole or in part, without prejudice to all other rights to which the User is entitled.
- 7.2 The User is at all times entitled, also during the execution of an agreement, to suspend the fulfilment of its obligations until the Contracting Party has provided security for the fulfilment of all its obligations under this Agreement and other agreements concluded between the Parties at the request and to the satisfaction of the User, as referred to in Article 6 of these Terms and Conditions.
- 7.3 The User is entitled to keep all goods of the Contracting Party in its possession, at the expense and risk of the Contracting Party, until the Contracting Party has fulfilled all obligations owed to the User, without prejudice to the right of the User to invoke other rights of suspension and/or retention granted to it by law or by the Agreement.
- 7.4 In addition to its other rights, the User can terminate the Agreement with the Contracting Party at any time and without further notice of default or legal intervention and without being liable for damages to the Contracting Party with immediate effect if the Contracting Party is deemed to be unable to pay its due debts, leaves due debts unpaid, becomes insolvent, if a petition for a moratorium is filed for the Contracting Party, if the Contracting Party dies, its business ceases to operate and/or its assets are seized which will not be lifted within 30 days of the date of seizure, as well as if the Contracting Party otherwise loses the right to dispose of (part of) its assets.
- 7.5 Any defects in the delivered goods do not entitle the Contracting Party to terminate (that part of) the Agreement, unless the User or the manufacturer/supplier engaged by the User fails to remedy them after repeated attempts.
- 7.6 As a result of the dissolution, reciprocal existing claims become immediately due and payable. The Contracting Party is liable for all damage suffered by the User.
- 7.7 Unless otherwise required by Law, the Contracting Party is not entitled to terminate the Agreement in whole or in part. Unless otherwise required by Law, the User is entitled to terminate the Agreement in whole or in part if it has a substantial interest in doing so.

8. Insurance; damage to material/equipment etc.

- 8.1 The Contracting Party must insure itself against its liabilities in such a way that the insurer cannot invoke the remission, objection or transfer in terms of other insurances or liability insurances of other parties, whether or not previously taken out by the Contracting Party. If the Contracting Party acts as a supplier, its insurance must also fully cover its liability against the final Purchasers/Users, irrespective of the number of intermediate deliveries, of its product after completion. In the case of the use of motor vehicles and other rolling stock, the Contracting Party must insure itself against the damages caused to the User and/or third parties due to liability:
- for which there is an insurance obligation under the Motor Insurance Liability Act (WAM) and/or the Carriage of Passengers by Road Act;
 - for which standard insurance terms have been drawn up by the Federatie van Nederlands Kraanverhuurbedrijven (Federation of Dutch Crane Letting Companies) and at least in accordance with these insurance terms.
- The abovementioned insurances must be taken out for sufficient amounts, taking into account the insured risk. The Contracting Party is compelled to make the policies available to the User upon request. The User is hereby irrevocably authorised to ask the insurer in question whether the premium owed has been paid, as well as to appoint itself or have itself designated as a beneficiary of the insurance. The User is entitled suspend the payment as long as the Contracting Party has not fulfilled its obligation to provide information in this regard. If the Contracting Partner does not fulfil its insurance obligation, or does not provide any information on this, the User is entitled to insure the aforementioned liabilities at the expense of the Contracting Party and to offset the costs involved against the Contracting Party.



- 8.2 The User is not liable for loss, theft and/or vandalism associated with materials, equipment, tools and suchlike of the Contracting Party, all this, in the broadest sense of the word, even if this is related to the conduct of its personnel and/or contracted third parties/assistants. The consequences of this shall be borne by the Contracting Party who has to take out insurance against this for its own account. This also applies to materials, equipment and tools stored by the Contracting Party in areas made available and/or supervised by the User. The provisions in this Paragraph do not apply if there is intent or gross negligence on the part of the managing personnel of the User.
- 8.3 If the User and/or its client has taken out a "CAR"-insurance for the work with the Contracting Party as a co-insured party, the Terms and Conditions thereof apply to the legal relationship with the Contracting Party and the text will be available to them for inspection. The Contracting Party is always liable and the damage, including deductible and demurrage charges, fines and all other costs and damages can be recovered from the CAR insurer or from the Contracting Party at the User's discretion. If the CAR-insurer or any other insurer reimburses the damages attributable to the Contracting Party, the User acquires automatically a full right of recourse.

9. Indemnity.

- 9.1 In the case of failure of the Contracting Party to fulfil its contractual or legal obligations or to do so in full results in the User being held liable by third parties, the Contracting Party undertakes to indemnify the User against all consequences of this liability as well as to fully indemnify the User. In particular, the Contracting Party shall reimburse all costs of legal assistance and other assistance which the User incurs due to this liability claim.
- 9.2 The Contracting Party shall indemnify the User for and the User and fully indemnifies the Contracting Party in respect of claims due to infringement of authors, third-party copyrights, design rights and/or patent rights in respect of goods delivered by it and/or work carried out by it.

10. Intellectual property rights.

- 10.1 All rights of intellectual and industrial property in terms of drawings, specifications, models, constructions, diagrams, calculations and other documents, in the broadest sense of the word, that the User has provided to the Contracting Party or that have been produced by the User or third parties within the scope of the Assignment, are the property of the User. To the extent that it is apparent from the Law that the intellectual and/or industrial property on the drawings, specifications, models, constructions, diagrams, calculations and other documents, all in the broadest sense of the word, are the property of the Contracting Party, the Contracting Party undertakes to transfer them to the User free of charge upon first request and within the period set by the User for this purpose.
- 10.2 The Contracting Party shall submit the drawings and documents referred to in Paragraph 1 of this Article on delivery of the goods or completion of the work carried out to the User at the latest, as well as immediately after the first request of the User.
- 10.3 The Contracting Party shall not use the drawings and documents referred to in Paragraph 1 of this Article in any other way than for the benefit of and/or as provided for in the Agreement. The Contracting Party is also not permitted to make these drawings and documents available to third parties. Furthermore, the Contracting Party may not copy or (otherwise) multiply these drawings and documents. The Contracting Party is obliged to take measures to ensure the confidentiality of these drawings and documents.
- 10.4 The use by the Contracting Party of the drawings and documents referred to in Paragraph 1 of this Article is at its own risk and for its own account.
- 10.5 If the Contracting Partner fails to fulfil its obligation under this Article, the Contracting Party shall forfeit to the User an immediately payable penalty of 10% (ten percent) of the contract price associated with the assignment or quotation, with a minimum of € 5,000.00 (five thousand Euros), per infringement, which can be increased by € 2,500.00 (two thousand five hundred Euros) for each day that the violation continues, regardless of whether this infringement is attributable to the Contracting Party and without prejudice to the User's right to claim fulfilment and/or full compensation in this regard.

11. Processing (personal) data.

- 11.1 The data of (personnel of) the Contracting Party, including in any case the data mentioned on the order confirmation/agreement/invoice, is processed by the User, within the meaning of the law and regulations relating to the protection of personal data.
- 11.2 This processing of personal data is necessary for the User, inter alia, the execution of the Agreement, compliance of the warranty obligations against the Contracting Party, the optimal provision of service and/or the provision of the Contracting Party with product information and/or personalised offers in a timely manner. If and to the extent that the processing of personal data takes place for the purpose of direct mailing, any objection to be made by (personnel of) the Contracting Party will be honoured.
- 11.3 The User is entitled to make the aforementioned data available to third parties, in particular to its affiliated companies.
- 11.4 The Contracting Party and all (other) parties involved are entitled to have access to their personal data, to request the correction, limitation or deletion of their own personal data and in addition, to request the transfer of their data. Finally, the Contracting Party and all (other) parties involved may object to the use of their own data.

12. Article 11 Disputes.

- 12.1 Any disputes arising between the Parties, will be exclusively adjudicated by the competent Court in the district of the province of Oost-Brabant (the Netherlands), unless otherwise provided by mandatory law. The Dutch court has exclusive jurisdiction, unless otherwise provided by mandatory law.
- 12.2 All obligations arising between the Parties shall be governed exclusively by Dutch law, unless otherwise provided by mandatory law.

13. Repair clause nullity.

- 13.1 If any provision of these Terms and Conditions or of the underlying assignment/agreement is in whole or in part void, voidable, invalid and/or unenforceable as a result of any statutory provision, court ruling or for any other reason, this shall have no effect whatsoever on the validity and/or enforceability of other provisions of these Terms and Conditions or the underlying assignment/agreement.
- 13.2 If a provision of these Terms and Conditions or the underlying assignment/agreement is not valid for any reason as referred to in the previous Paragraph, but would be valid if it had a more limited scope or purport, then this provision shall first apply automatically with the broadest or most extensive yet limited scope or purport with or within which it is valid.



14. Location and changes in Terms and Conditions.

- 14.1 The User is entitled to change this set of Terms and Conditions unilaterally. Any changes of these Terms and Conditions shall affect the legal relationship between the User and the Contracting Party from the moment that the User has informed the Contracting Party of the changes in these Terms and Conditions.
- 14.2 These Terms and Conditions are listed on the User's website and can be downloaded there.
- 14.3 These Terms and Conditions will always be sent to the Contracting Party upon first request.
- 14.4 If the Dutch text of these Terms and Conditions differs from a translation thereof, the Dutch text shall always be decisive for the interpretation of these conditions.

CHAPTER 2: SALES

15. Price quotation and acceptance.

- 15.1 The quotation is valid for thirty days and shall expire after this period. The User is entitled to withdraw the quotation during this period, as long as the Contracting Party has not accepted the quotation.
- 15.2 If no written agreement/confirmation has been issued by the User, the delivery note and/or the invoice will also be regarded as an order confirmation, which will be deemed to reflect the agreement correctly and in its entirety.
- 15.3 Illustrations, catalogues, brochures, measurements, weight specifications and any other information provided by the User are only indicative and intended to give an impression of the goods. These are therefore not binding and no rights can be derived from them. Deviations by the User are therefore permitted, by virtue of which the User is in any case entitled, without the Contracting Party's (prior) knowledge, to make or arrange technically necessary changes to the goods sold by the User or presented to the User for repair, including their equipment and/or parts thereof.
- 15.4 If the Contracting Party provides data, drawings and/or other information to the User, the User may assume its accuracy and completeness and will base its offer on them.

16. Extra/less work.

- 16.1 All changes to the Agreement shall be charged as extra work if more costs are incurred and if fewer costs are incurred, they shall be charged as less work.
- 16.2 Unless a contractor's budget containing unit prices is used, the costs to be charged to provisional items shall be calculated on the basis of the prices charged to the User or the costs incurred by it, plus a contractor's fee of 10%.
- 16.3 If, on the final invoice for the work, it appears that the total amount of less work exceeds the total amount of extra work, the User shall be entitled to an amount equal to 10% of the difference of those totals.
- 16.4 In the case of less work, the Contracting Party is not entitled to a refund (and/or reduction) of the contractor's fee of 10%.
- 16.5 If an estimated item relates exclusively to the purchase of building materials, the costs of processing them will be included in the contract price and such costs will not be set off separately. However, these costs shall be set off against the estimated item to the extent that, as a result of the interpretation given to the estimate, they are higher than those which the User could reasonably have taken into account.
- 16.6 If an approximate estimate relates to the purchase of building materials and their processing, the processing costs will not be included in the contract price and will be set off separately against the relevant estimated item.
- 16.7 If the offset amounts have been included in the Agreement and these amounts appear to be too high or too low to carry out the work, the increase or decrease of in the costs arising from this deviation shall be set off.

17. Materials.

- 17.1 At the request of the User, the Contracting Party shall give the User the opportunity to inspect the materials. The inspection shall take place prior to production, through sampling. The User is authorised to be present at the inspection or to be represented.
- 17.2 The Contracting Party is authorised to have materials examined by third parties. The associated costs shall be borne by the Contracting Party, except in the event of a justified rejection, in which case the costs shall be borne by the User. Materials provided by the Contracting Party shall be deemed to have been approved.
- 17.3 The contracting party informs the User in a timely manner, by means of documents and codes, about government regulations of a special nature insofar as these are important for the implementation of the agreement.
- 17.4 If the materials need to be tested with regard to government regulations of a special nature, in order to obtain the required certificates, this will be at the expense and risk of the Contracting Party. The inspection must in any case be completed before the start of the (series) production.
- 17.5 In the event of rejection of materials, both the Contracting Party and the User may require that a sample taken in mutual consultation and authenticated and sealed by both Parties be stored.
- 17.6 The materials resulting from the work, which the Contracting Party has previously indicated that it wishes to retain, must be removed from the work by the Contracting Party. All other materials will be disposed by the User.

18. Execution and delivery.

- 18.1 The delivery time is, unless otherwise agreed in writing, a minimum of 60 working days after written approval of the production drawings and payment of the first term of the contract sum. The contract partner must inform the user in good time about all data and optional provisions that are necessary for the progress of the work.
- 18.2 The specified delivery time is merely indicative and can never be regarded as a final deadline. If the stated probable period is exceeded by three weeks, the Contracting Party may give the User written notice of default. If the User has still not fulfilled its obligations three weeks after this notice of default, the Contracting Party has the right to dissolve the contract, in writing, without judicial intervention. In this case, the Contracting Party is not entitled to compensation, unless the non-compliance is due to gross negligence or intent on the part of the User's management.
- 18.3 If the term, within which the work is to be completed, is expressed in working days, a working day shall be deemed to be a calendar day, unless it coincides with a day of rest or a generally recognised public holiday or at the place of work or prescribed by or pursuant to a Collective Labour Agreement, a holiday or any other non-individual day off.
- 18.4 If the delivery of the work should take place on a day that is not a weekday the next working day shall be deemed to be the agreed day of delivery.



- 18.5 Notwithstanding the above provisions of this Article, the User is entitled to an extension of the period within which the work will be delivered if for reasons of force majeure, circumstances beyond the control of the Contracting Party, or as a result of a change in the Agreement or in the Terms and Conditions of execution, the User cannot be expected to deliver the work within the agreed period.
- 18.6 When a part of an assignment is ready, the User can at its discretion, deliver this part or only deliver when the entire assignment is ready, unless the nature and/or contents of the Agreement entails that partial delivery is not possible or actually necessary.
- 18.7 If the start or development of the work is delayed by factors for which the Contracting Party is responsible, the resulting damage and costs for the User shall be compensated by the Contracting Party to the User.
- 18.8 Delivery takes place ex works, unless otherwise agreed in writing. The contract partner is obliged to accept the goods at the moment they are made available to him. If the contract partner refuses to take delivery or fails to provide information or instructions necessary for the delivery, the user is authorized to store the goods at the contract partner's expense and risk.
- 18.9 Unless agreed otherwise in writing, the Contracting Party is obliged, under penalty of damages, to ensure that, if a hoist, lift or another means of transport is to be used, it is made available with operation by and for the account of the Contracting Party. The instrument to be used must comply with the government regulations in force at the time of use. Damage resulting from this shall be for the account of the Contracting Party.
- 18.10 The user reserves the right to make minor changes to the execution of the Agreement, to the extent that this does not lead to a substantial change in the work.
- 18.11 If, during the execution of the work, it appears that the work or a part thereof can only be carried out with certain modifications due to unforeseen circumstances, the party who first becomes aware of this circumstance shall consult with the other party, unless there is a special urgency or a special interest. If there are extra/less costs associated with an modified execution, these will be calculated or set off as the case may be.

19. Defects and maintenance period.

- 19.1 The contract partner is obliged, within five working days after delivery, to notify the user in writing if any defects and or deviations in quantities, and other deviations from the agreed delivery, have been detected on delivery or the contract partner should reasonably have noticed.
- 19.2 If the User does not receive written notification within five days the delivery will be deemed to have been approved on the fifth day after the delivery.
- 19.3 The delivery, even if the previous Paragraphs of this Article have not been followed, is deemed to have been approved by the Contracting Party if the delivery is actually taken into use. The day on which the delivery or part of it is commissioned shall be deemed as the date on which the entire delivery is approved.
- 19.4 Minor defects that can be repaired properly during the maintenance period (as referred to in Section 7 of this Article) shall not constitute grounds for withholding approval, provided that they do not prevent the work from being taken into use.
- 19.5 After delivery, the User shall no longer be liable for deficiencies in the work, unless the delivery or any part thereof, due to the fault of the User, contains a defect that could not reasonably have been recognised earlier by the Contracting Party and the User has been notified of that defect within a reasonable period after discovery, which is set at a maximum of two weeks after discovery. The User is not liable for defects that are reported later.
- 19.6 A legal claim pursuant to the defect referred to in the previous Paragraph shall not be admissible, if it is brought after the expiry of six months from the expiration of the delivery. This concerns an expiration date.
- 19.7 Unless agreed otherwise, the maintenance period is 30 days and this commences immediately after the day of the delivery.

20. Retention of title.

- 20.1 All goods delivered remain the exclusive property of the User until all claims concerning these or previous deliveries (including work ordered subsequently in connection with these deliveries, such as extra work), but also including extra costs and provisional price increases, including the latter, are paid by the Contracting Partner. Also, the retention of title shall apply to any claims which the User may have against the Contracting Party for breach of one or more of its obligations to the User.
- 20.2 The aforementioned goods are encumbered by means of an undisclosed pledge in favour of User. The Contracting Party undertakes to cooperate with the legal requirements for the establishment of the undisclosed pledge, as soon as User so requests. These pledges serve as additional security for the payment of everything that the User has and/or will have to claim from the Contracting Party for whatever reason.
- 20.3 Until the Contracting Party has fully complied with its payment obligations towards the User, the Contracting Party is only entitled to use the goods for the purposes of its normal business activities. During this period, the Contracting Party is in any case not entitled to give the goods as collateral, to resell, to deliver or to pledge the goods to third parties or otherwise, under any title whatsoever, whether or not free of charge whether or not for use, to transfer or make available to another party, even if this is part of its normal business activities. This provision has effect under the law of property pursuant to Article 3:83 Paragraph 2 of the Dutch Civil Code (BW). If the Contracting Party acts in breach of this provision, the User can immediately, without being obliged to give notice of default, suspend its obligations under the Agreement or rescind the Agreement, without prejudice to the User's right to full compensation for damages, costs, lost profits and interest.
- 20.4 The goods can be recovered immediately by the User if the Contracting Party has not fulfilled its obligations or if the User has reason to assume that the Contracting Party will not fulfil its obligations. The costs associated with taking back the goods shall be borne by the Contracting Party. At the time of collecting the goods, credit shall be granted on the basis of the market value of the goods at the time of taking back the goods, after deduction of costs incurred and damage suffered, as well as after deduction of what is owed to the User.
- 20.5 By signing the Agreement, the Contracting Party assigns to the User, for the period during which the User can enforce its retention of title, all rights from (1) the insurance policies which it is obliged to take out with regard to damage to and/or loss or theft of the purchased goods and other claims and (2) claims against third parties with regard to damage to and/or loss or theft of the purchased goods to the User. The User is entitled to give notice of this assignment.
- 20.6 All risks of damage, destruction or total or partial loss, for any reason, of the purchased good during the period in which it is in possession of the corresponding good shall be borne by the Contracting Party.
- 20.7 If the User cannot invoke its retention of title because the delivered goods have been mixed, deformed or traced, the Contracting Party authorises the User, by issuing the order, to establish a non-possessory pledge on the goods in question by registering the Agreement in force between them as a private deed together with a copy of these Terms and Conditions.
- 20.8 Any intervention by third parties must be notified immediately by the Contracting Party. Costs and/or losses, incurred as a result of not communicating directly shall be borne by the Contracting Party.

21. Passing of risk.

- 21.1 Unless agreed otherwise in writing, the risk of the goods, materials and raw materials shall pass to the Contracting Party from the moment that they are delivered to the contract partner.
- 21.2 If, for reasons beyond the control of the User, delivery cannot be made in a timely manner, the goods shall be stored at the expense and risk of the Contracting Party.



22. Prices.

- 22.1 All prices are in Euros and are exclusive of VAT and/or other government levies, transport and insurance costs, installation and maintenance work, unless expressly agreed otherwise in writing.
- 22.2 Prices are based on delivery from the location of the User (ex works), unless agreed otherwise in writing. In the event of delivery elsewhere at the request of the Contracting Party, the associated additional costs shall be borne by the Contracting Party.
- 22.3 Price quotations are only made on the basis of the prices and workshop rates applicable at the time of purchase or assignment. If a price increase occurs after the offer and/or conclusion of an agreement (e.g. by increasing taxes, import rights, excise tax, levies, exchange rates, wages, social Security charges, factories and/or importer's prices, etc.) the User shall be entitled to increase the price stated and/or agreed in the offer in accordance with the increase referred to above. The Contracting Party is bound by the price increase at all times.
- 22.4 With due observance of the provisions in the preceding Paragraph of this Article, the prices quoted are fixed unless indexation has been agreed. If indexation has been agreed upon, it will be based on the price index, consumer price index; price index 2015=100 of the CBS, unless agreed otherwise.
- 22.5 Unless agreed otherwise in writing, the price of the work does not include the costs of connecting gas, water, electricity or other infrastructural facilities and the costs for disposing of materials, construction materials or waste.

23. Final settlement.

- 23.1 After delivery, the User submits the final invoice to the Contracting Party.
- 23.2 The final settlement provides a complete overview of all that is and was owed by the Parties to each other pursuant to the Agreement. To this end, the final settlement shall include, inter alia, the following information: the contract price, a specification of the extra and less work and a specification of everything that the Parties have and had to claim from each other on the basis of the Agreement.

24. Payments.

- 24.1 Unless parties the Parties agree otherwise in writing, the User is entitled to send the following invoices: 50% upon assignment and 50% upon delivery.
- 24.2 If the performance of the Assignment is delayed at the request of the Contracting Party, or because the latter does not fulfil its obligations in a timely manner, or does not enable the User to prepare the work or to execute the work required for this purpose in a timely manner, the User shall be entitled to demand payment of the outstanding instalments at the times when these instalments would have become due in the normal execution of the Assignment.
- 24.3 The Contracting Party undertakes to pay the prices stated on the invoice without discount, deduction or set off at the User's office, or to deposit them into a bank account designated by the User, within 30 days after the invoice date. When paying by bank transfer, the currency date indicated by the bank is regarded as the payment date.
- 24.4 The Contracting Party is never entitled to offsetting.
- 24.5 The Contracting Party is not entitled to refuse or suspend the fulfilment of its payment obligations based on (alleged) defects or for any other reason, unless otherwise provided by mandatory law.
- 24.6 If delivery is made in parts, the User is not obliged to make further deliveries until after the invoices relating to the partial deliveries already made have been paid.
- 24.7 If the payment period is exceeded, the Contracting Party is automatically in default by operation of law by simply expiring this period without a notice of default being required. If one invoice is not paid on time, the entire debt of the Contracting Party, including the part that is not due, shall be immediately due and payable.
- 24.8 In the event of the liquidation, insolvency, bankruptcy or moratorium of the Contracting Party, the claims of the User shall be immediately due and payable.
- 24.9 If the Contracting Party fails to pay within 30 days of the invoice date, the User shall be entitled to increase the invoice amount with a credit restriction surcharge of 2%.
- 24.10 Over the period that the Contracting Party is in default, the Contracting Party owes the User a contractual interest amounting to 1% per month of the amount owed, to which a part of a month will apply as a full month.
- 24.11 If the Contracting Party is in default, the User is entitled to pass on extrajudicial collection costs to the Contracting Party. The extrajudicial collection costs are fixed at 15% of the amount due, being the principal sum owed plus the interest due at that time, with a minimum of € 75.00, without prejudice to the User's right to claim reimbursement of its actual costs, unless otherwise provided by mandatory law.
- 24.12 The User is entitled at all times offset claims - whether due or not - against the Contracting Party.

25. Warranties.

- 25.1 The User uses good quality goods.
- 25.2 A warranty of 36 months applies to all goods manufactured by the user, provided that they are used properly and maintained in accordance with the maintenance instructions of the user.
- 25.3 All other materials, including plumbing and accessories are, if well and properly maintained in accordance with the instructions of user, a guarantee for the same term as given by the manufacturer and with the same terms as applied by the manufacturer applies.
- 25.4 Warranty on goods previously used by third parties (including demonstration and show models, remanufactured parts and components) is explicitly excluded, unless and to the extent that it has been agreed otherwise in writing.
- 25.5 In case of partial delivery of the products, the warranty period starts when these parts are delivered.
- 25.6 The Contracting Party can only make a warranty claim after it has fulfilled all its obligations towards the User.
- 25.7 The warranty will be void if the Contracting Party and/or third parties have carried out work on the products or parts in question without the User's written consent.
- 25.8 Any warranty obligation on the part of the User shall expire at the moment that the Contracting Party has passed on the product or the corresponding parts in question to third parties. This provision has effect under the law of property pursuant to Article 3:83 Paragraph 2 of the Dutch Civil Code (BW). On the other hand, the Contracting Party shall indemnify the User against any claims which third parties might assert against the User.
- 25.9 Unless otherwise provided by mandatory law, the Contracting Party cannot invoke any rights for lack of conformity within the meaning of book 7 of the Dutch Civil Code (BW) regarding purchase, repair and/or maintenance. Based on its warranty obligation, the User is only obliged to repair the delivered goods.
- 25.10 The warranty comprises of the proper performance by the User, at its own expense, of the assignment that has been assigned and that has not been properly carried out. If, in the opinion of the User, it is no longer possible or sensible to still execute the work, the Contracting Party shall be entitled to reasonable compensation for damages in its place up to a maximum of the amount of the original nonperforming obligation, unless the Contracting Party demonstrates that the damage was caused by intent or gross negligence on the part of the User's management.



- 25.11 No guarantee applies to materials and constructions prescribed by the contract partner or third parties, for defects due to normal wear and tear, neglect of maintenance, incorrect maintenance, incorrect use, for glass, for discolouration of wood and other materials and for minor color deviations of wood and other materials, defects resulting from external issues, cracking resulting from drying and hardening of the material as well as minor imperfections as long as they do not affect the suitability, normal discoloration, surface weathering and staining of the materials, condensation and harmful consequences thereof insofar as not caused by a design error, defects and damage resulting from loading, transport and unloading by third parties and consequential damage.
- 25.12 No guarantee applies to defects and leaks that are the result of incorrect or improper assembly or assembly that deviates from the assembly instructions provided by the user with the product. The leveling of the shower floor is crucial in which the maximum tolerance is not more than 5 mm.

26. Complaints.

- 26.1 Complaints regarding visible defects and deviations and regarding the calculated price must be reported in writing within five working days after discovery, but no later than within ten working days after actual delivery, on the understanding that, after actual delivery, no complaint can be made regarding visual defects in goods delivered by the User, such as scratches, dents and suchlike.
- 26.2 Complaints regarding defects that are invisible to the naked eye as a result of meticulous examination must be reported in writing within ten working days after discovery, but no later than within six months after actual delivery, provided that this period is one year for natural persons who do not act in the exercise of a profession on behalf of the company.
- 26.3 The goods to which the complaints relate must be presented to the User so that they can be seen in the condition in which they were at the time the defects were discovered.
- 26.4 In the event of a dispute concerning a complaint, the Contracting Party shall bring the matter before the competent court within six months. This period commences on the day that the User informs the Contracting Party of the non-acceptance of the complaint. This is an expiration date.
- 26.5 If the complaint is unfounded, all costs incurred by the User for transport, assessment, storage, etc., will be passed on to the Contracting Party.
- 26.6 The Contracting Party shall bear the burden of proving that the goods to which the complaint relates, are the same as those supplied or processed by the User.

27. Liability.

- 27.1 The user is not liable for damage resulting from the use of (1) deliveries and work supplied by the contract partner and (2) supplies and work outsourced to third parties at the request of the contract partner. Nor is the user liable for constructions and / or working methods prescribed by or on behalf of the contracting partner, nor for orders or instructions given by or on his behalf.
- 27.2 The user is not liable for damage due to exceeding delivery times and for damage as a result of lack of cooperation or incorrect or incomplete information on the part of the contract partner.
- 27.3 User's will never be liable for consequential damages and should always first be given the opportunity to repair the defects.
- 27.4 The user is not liable for fines imposed by or on behalf of the government on the contract partner and / or third parties, regardless of the reason under which law.
- 27.5 Insofar as the user is obliged to pay compensation to the contract partner its liability is limited to the direct damage of the contract partner. Also, the liability of the user is limited to the net amount that the user has invoiced (or could invoice based on the agreements made) with regard to the project from which the damage arises and / or with which the damage is related, with a maximum of € 10.000,- euro (in words: ten thousand euro).
- 27.6 If the user's insurer for any reason does not proceed to a benefit or the liability is otherwise not covered by any insurance, the liability of the user's- notwithstanding paragraph 5 of this article - at all times limited to no more than the net invoice amount of the relevant order or delivery, with a maximum of EUR 10,000.00 (in words: ten-thousand euros). If the insurance of the user provides cover, but not to the amount referred to in paragraph five, the liability of the user is limited to the amount covered by her insurer, possibly increased by an excess due.
- 27.7 If the provisions of Article 26 are not met, any liability of the user lapses.
- 27.8 Unless otherwise stipulated in these general terms and conditions, any claim for compensation lapses one year after the start of the day, following that on which the client with the damage and with the user if the person has become liable and / or could reasonably have become known.
- 27.9 To the extent that contract partner at any given time may have a claim on the user, it is forbidden to assign this claim to third parties, to pledge it, or to transfer or encumber it in any other way. This provision has property law effect under Section 3:83 (2) of the Dutch Civil Code.