

GENERAL TERMS AND CONDITIONS**1. Quotations, contract**

- 1.1 These general terms and conditions are applicable to all quotations, legal relationships and contracts in which Belakos supplies goods and/or services of any nature to the client. Departures from and additions to these general terms and conditions are valid exclusively if expressly agreed in writing.
- 1.2 In the absence of Belakos's express written statement to the contrary, all quotations and other statements of Belakos are subject to contract. The client guarantees the accuracy and completeness of the measurements, standards, specifications and other details of the goods or services communicated by him or on his behalf to Belakos and on which Belakos bases its quotation. Belakos's statements of measurements, weights, colours, designs and finish, and images and/or drawings and similar specifications are to be regarded as approximate.
- 1.3 The applicability of any purchasing or other conditions of the client is expressly rejected.
- 1.4 In the event of any provision of these general conditions being void or set aside, the other provisions of these general conditions will remain fully in effect.
- 1.5 Belakos can at all times set (additional) requirements concerning communication between the parties or the performance of juristic acts by email.

2. Price and payment

- 2.1 All prices are exclusive of turnover tax (VAT) and other governmental levies.
- 2.2 If the client is subject to a periodic payment obligation, Belakos reserves the right to adjust the prices and rates in writing observing a maximum notice period of three months. If the client is not in agreement with that adjustment, the client has the right within thirty days of notification to terminate the contract towards the date on which the adjustment comes into effect.
- 2.3 The parties will lay down in the contract the date or dates on which Belakos charges the client for the agreed goods and/or services. The client will pay the invoices in accordance with the payment conditions stated in the invoice. In the absence of a specific arrangement, the client will remit payment within thirty days of the invoice date. The client is not entitled to set-off or to suspend a payment.
- 2.4 If the client fails to remit the payable amounts in a timely manner, the client shall be liable – without the need for any demand or notice of default – for the payment of statutory late payment interest pursuant to article 6:119a of the Netherlands Civil Code over the outstanding amount. If the client fails to meet the claim following demand or notice of default, Belakos can pass on the debt for collection, in which case the client shall be liable – in addition to the total payable amount – for payment of all judicial and extrajudicial costs, including costs charged by external experts in addition to the costs laid down by law. Belakos reserves the right at all times to require the client to furnish security for compliance with his payment obligations to Belakos.
- 2.5 Returns are permitted exclusively following prior consultation. The consignments must be accompanied in all cases by a return note, stating the date and the number of the invoice in which the goods were invoiced.
- 2.6 In the absence of statement to the contrary, the agreed prices include delivery costs free domicile, provided that the consignment delivery exceeds a monetary value of € 225.00, not including turnover tax. Beneath that amount, the delivery costs will be charged to the client for each consignment-delivery.

3. Confidential information and takeover of personnel

- 3.1 Both parties guarantee that all details received from the other party, which they know or could be expected to know are of a confidential nature, will be kept confidential unless a legal obligation requires the disclosure of those details. The party receiving those confidential details shall use them exclusively for the purpose for which they were provided. Details are treated in all cases as confidential if they are marked as such by either party.
- 3.2 During the term of the contract and for one year following its termination, both parties will refrain from engaging employees of the other party who are or have been involved in the execution of the contract or otherwise have them work for them other than with the prior written approval of the other party. Belakos will not withhold that approval if the client offers appropriate compensation in that regard.

4. Retention of ownership and rights, specification and possessory lien

- 4.1 All goods delivered to the client shall remain the property of Belakos until all amounts payable by the client for the goods delivered or to be delivered or the services rendered or to be rendered under the contract, and all other amounts payable by the client as a result of failing to meet the payment obligation, have been paid to Belakos in full. A client acting as a reseller shall be permitted to resell all goods that are subject to Belakos's retention of ownership insofar as that is usual in the context of his normal business operations. If the client uses goods supplied by Belakos to make a new item, the client shall make that item exclusively for Belakos and the client will retain possession of the newly made item for Belakos until the client has remitted all amounts payable under the contract; Belakos shall in that case hold all rights as owner of the newly made item until the time of full and final settlement by the client.
- 4.2 Rights shall where applicable be granted or transferred to the client subject to the condition that the client remits the agreed payments on time and in full.
- 4.3 Belakos can retain possession of goods, products and results of the service of Belakos that are received or generated in the context of the contract, despite an existing obligation to issue them, until the client has met all of his payment obligations to Belakos.
- 4.4 Returns of goods shall be followed by the client being credited for the value of the goods taken back or for the market value if lower, less all incurred expenses, which are for the buyer's account.

5. Risk and place of delivery

- 5.1 The risk of the loss, theft or damage of goods that are a subject of the contract shall transfer to the client as soon as the goods have been placed at the physical disposal of the client or an assistant of the client (e.g. surrender to a transporter). Deliveries shall be made "ex-works" unless agreements to the contrary have been made. This is subject to the provision of article 7:11 of the Netherlands Civil Code.

6. Cooperation by the client; telecommunication

- 6.1 The client shall at all times provide Belakos in good time with the details or information that are useful or necessary to implementing the agreement and will lend his full cooperation, including the provision of access to his buildings. If the client employs his own personnel in the context of cooperating with the execution of the contract, that personnel shall possess the necessary knowledge, experience, capacity and quality required for that purpose.
- 6.2 The client bears the risk of the selection, the use and the application in his organisation of the products and materials and the services to be rendered by Belakos.
- 6.3 If the client makes materials available to Belakos, those materials shall meet the specifications prescribed by Belakos.
- 6.4 If the client fails to lend to Belakos the cooperation necessary to the execution of the contract or fails to do so on time or in accordance with the agreements or if the client otherwise fails to meet his obligations, Belakos reserves the right to suspend execution of the contract in full or in part and has the right to charge for the costs thus incurred at his usual rates, notwithstanding the right of Belakos to exercise any other statutory right.
- 6.5 If employees of Belakos perform work at the client's location, the client will provide those employees, free of charge, with the facilities that they can reasonably require. The client indemnifies Belakos against claims of third-parties, including employees of Belakos, who suffered losses related to the execution of the contract as a result of the acts or omissions of the client or unsafe situations in his organisation. The client will communicate the standing rules and safety regulations operated within his organisation to the relevant employees of Belakos in a timely manner.
- 6.6 If the client sells on-call and/or with authorisation to classify, the maximum on-call or classification period shall be given. If that period has not been indicated, a maximum period of 3 months from the order date shall apply. Call-ups and classifications may only take place with due observance of a minimum period of 2 weeks. If the client fails to call up or classify within the applicable period, the client shall be liable following expiry of that period for payment of the storage costs in accordance with Belakos's current rates in that regard.

7. Terms of delivery

- 7.1 All terms (of delivery) indicated by Belakos or agreed are stipulated to the best of Belakos's knowledge on the basis of the details known to Belakos when the contract was entered into. Belakos shall endeavour to meet the agreed terms (of delivery) to as great an extent as possible. The mere exceeding of a stipulated or agreed term (of delivery) shall not result in Belakos being held in default. In all cases – also if the parties have expressly agreed a firm deadline in writing – Belakos shall not be in default owing to the exceeding of a deadline until the client has issued written notice of default. Belakos is

not obliged to meet terms (of delivery), whether they are firm deadlines or otherwise, and other terms which can no longer be met owing to circumstances beyond its control and which arise after the contract was entered into. Neither is Belakos obliged to meet a delivery term, whether it is a firm deadline or otherwise, if the parties have agreed to a change to the content or scope of the contract (additional work, amended specifications, etc.). Belakos and the client will enter into consultation as soon as possible if any term is likely to be exceeded.

8 Guarantee

- 8.1 Belakos will do its utmost to rectify within a reasonable period of time any material and manufacturing errors in the products and parts delivered by Belakos in the context of the guarantee provided that they are reported, with a detailed description, within a period of twelve months following their delivery. If in the reasonable judgement of Belakos repair is not possible, or will take too long or will be disproportionately expensive, Belakos shall be entitled to replace the products free of charge with other, similar but not necessarily identical products. The guarantee obligation shall be null and void if the material or manufacturing errors can be attributed in full or in part to incorrect, careless or inexperienced use or treatment, to external causes such as fire or water damage, to normal wear and tear, or if the client has made changes without the approval of Belakos to the parts delivered, fitted or caused to be fitted by Belakos in the context of guarantee or maintenance, or if the client has laid carpeting contrary to the carpet laying instructions. Belakos will not withhold such approval on unreasonable grounds.
- 8.2 Activities and costs related to repair outside of this guarantee will be charged by Belakos at its usual rates.
- 8.3 Belakos has no further repair obligation concerning errors that are reported following expiry of the guarantee period provided for in article 8.1.

9. Termination of the agreement

- 9.1 Both parties are authorised to dissolve the contract only if the other party, after being sent in all cases correctly formulated notice of default providing as much detail as possible and setting a reasonable period of time within which the other party should rectify the breach, fails attributable to comply with a material obligation pursuant to this contract.
- 9.2 Agreements which in view of their nature and content do not end upon their completion and are entered into for an indefinite period of time can be terminated by either party under close consultation and giving reasons by giving written notice to that effect. If the parties have not agreed on a specific notice period, a reasonable notice period must be observed. The parties shall not under any circumstances be obliged to pay any compensation for damages related to termination.
- 9.3 Contrary to the statutory provisions made under directory law in this regard, the client can only terminate a service contract in the cases provided for in these conditions.
- 9.4 Either of the parties can terminate the contract in writing without notice of default and with immediate effect, in full or in part, if the other party is granted suspension of payment – provisional or otherwise – or if the bankruptcy of the other party is applied for or if the company of the other party is wound up or terminated other than for the purpose of reorganisation or a merger between companies. Belakos cannot under any circumstances be held liable for any restitution of payments already received or for compensation for damages owing to that termination.
- 9.5 If at the time of dissolution as provided for in 9.1 the client has already received goods or services for the implementation of the Contract, those goods or services and the related payment obligations cannot be revoked unless the client is able to demonstrate that Belakos has failed to meet its obligations in respect of those goods or services. Amounts invoiced by Belakos prior to dissolution of the contract in which regard implementation of the contract has already properly taken place shall remain payable with due observance of the previous sentence and shall become immediately due and payable upon dissolution of the contract.

10. Belakos's liability; indemnification

- 10.1 The overall liability of Belakos for attributable failure to comply with the contract and for dissolution of the contract is limited to direct losses up to a maximum of the amount paid out on the basis of the liability insurance held by Belakos. If the insurance is not paid out for any reason, the aforesaid liability shall be limited to reimbursement of the direct losses up to a maximum of the amount stipulated for that contract (excluding VAT), to the repair of a faulty product or the repeated performance of the work / replacement of those products, to be decided at the discretion of Belakos.
- 10.2 The liability of Belakos for losses caused by death or physical injury or by material damage to goods shall not under any circumstances total more than € 250,000 (two hundred and fifty thousand euros).

- 10.3 Belakos cannot be held liable for indirect losses, consequential losses, loss of income, loss of savings, reduced goodwill, losses caused by company stagnation, losses resulting from claims of customers of the client, losses related to the use of goods and materials that the client has instructed Belakos to use, losses related to the engagement of suppliers that the client has instructed Belakos to engage and all forms of losses if any nature other than those provided for in article 10.1 and 10.2.
- 10.4 The limitations provided for in the previous paragraphs of this article 10 shall be null and void if and insofar as the loss can be attributed to intentional act or omission or gross negligence on the part of Belakos or its managerial staff.
- 10.5 The liability of Belakos for attributable failure to comply with the contract shall in all cases come about exclusively if the client immediately and properly provides Belakos with written notice of default, setting a reasonable period of time in which to rectify the non-compliance, and Belakos continues to fail attributable to meet its obligations following expiry of that period of time. The notice of default should contain a complete description of the failure to perform in as much detail as possible so that Belakos is able to put forward an adequate response.
- 10.6 The right to compensation for damages shall at all times be subject to the condition that the client reports the loss to Belakos as soon as possible following its occurrence. All claims for compensation against Belakos shall expire through the mere passage of 12 months following the origin of the claim.
- 10.7 The provisions of this article are applicable also to all persons (or legal persons) engaged by Belakos for the execution of the contract.
- 10.8 Other than in cases of intentional act or omission, minor differences in quality, measurements, colours, finish and pile shading which are unavoidable from a technical viewpoint or which can generally be regarded in the trade as being acceptable, cannot constitute grounds for complaints and/or liability on the part of Belakos.
- 11. Force majeure**
- 11.1 Neither of the parties shall be obliged to meet any obligation if prevented from doing so as a result of force majeure. Force majeure includes force majeure affecting the suppliers of Belakos, the failure of suppliers prescribed by the client to Belakos to meet their obligations and faults in goods and materials that Belakos has been instructed to use by the client.
- 11.2 If the duration of a force majeure situation exceeds ninety days, the parties shall be entitled to dissolve the contract by terminating it in writing. Work that has already been completed under the contract shall in that case be settled on a pro-rata basis, without either party being liable to the other.
- 12. Applicable law and disputes**
- 12.1 The agreements between Belakos and the client shall be governed exclusively by the laws of the Netherlands. The applicability of the Vienna Sales Convention of 1980 is excluded.
- 12.2 Disputes arising between Belakos and the client in relation to an agreement entered into between Belakos and the client or in relation to other agreements following on from the original one shall be referred for adjudication to the court with competent jurisdiction in Zwolle.