

General Terms and Conditions of Delivery and Payment of Altis B.V. Froanackerdijk 2, Postbus 10, 8637 ZM Wieuwerd, registered with the Ch. of Com. in Leeuwarden under no 01054485

Article 1. GENERAL

1. These Terms and Conditions shall apply to all offers, order confirmations, jobs, acceptances, transactions, deliveries, work, payments and suchlike in relation to goods delivered by us, services performed by us and the goods included in the work, irrespective of whether the job was acquired by tendering for a contract or on the basis of contract variations or otherwise.
2. Each time that "client" is mentioned in these Terms and Conditions, this means a client acting in the practice of a profession or running of a business or acting as a consumer, who purchases our goods or receives our services, irrespective of the contract or legal act on which this is based. "Job" in these Terms and Conditions means the client's wish, in so far as accepted by us.
3. Provisions that are added or amended by us manually or mechanically in writing will prevail over the printed provisions of these terms and conditions as well as written agreements made after formation of the contract or performance of the legal act belonging to these Terms and Conditions.
4. Agreements made orally or by telephone will be binding on us only if they have been confirmed in writing.
5. Save for the other provisions in these Terms and Conditions, the general terms and conditions used by the client will not be applicable unless we have explicitly accepted them in writing.
6. Pursuant to statutory provisions, turnover tax will be added to the net value of the goods or services delivered, which will be listed separately on our invoices.

Article 2. OFFER

1. Our offers are purely informative and do not bind us. We will be bound only after we have accepted a job in writing. We reserve the right to pass on the costs incurred in making an offer to the client.
2. If the job and acceptance or order confirmation differ from one another, we shall be bound only by that which has been agreed in the acceptance or order confirmation.
3. Illustrations, catalogues, drawings, technical specifications, dimensions, weight indications and other information provided by us in relation to the appearance or capacities of the goods to be delivered give only a general representation of goods and are not binding on us.
4. All offers are issued in writing, clearly and unambiguously.
5. All prices quoted are net, exclusive of turnover tax, based on execution in the normal working hours and exclusively applicable to the quantities indicated and services specified.
6. We will be entitled to pass on increases occurring in wages, raw material prices, transport charges, exchange rates, insurance premiums and government levies (especially taxes) to the client for that work and/or (parts of) structures to be assembled, which we still have to perform and/or deliver at the time the increases take effect. If after the date of acceptance of the job (a) our supplier adjusts its prices and/or (b) the Euro is re- or devaluated and/or (c) taxes, national insurance contributions, import duties, freight charges and suchlike change, we will be entitled to adjust our prices accordingly with respect to the client. If the client is a consumer, we will continue the prices for three months after acceptance of the job or, in case of an earlier price increase, the client will have the right to terminate the contract.
7. An offer will be binding only if this is explicitly stated on the offer or explicitly communicated to the client otherwise in writing. An offer that is binding under these provisions will lapse after 30 days have passed since the offer date or as much earlier as indicated in the offer.
8. We reserve the right to make small modifications to the structure, in so far as this does not make essential changes to the work. The offer will include the way any contract variations will be settled.
9. With due observance of paragraph 6 of this article, the prices offered are fixed for the duration of the work, unless indexation has been agreed. If indexation has been agreed, this must be based on price index figures in accordance with the domestic production series of Statistics Netherlands (CBS).
10. Unless otherwise agreed in writing, the prices of offers for contracts for delivery of a structure or part thereof to be placed and/or assembled on location do not include:
 - a. groundwork, pile driving, demolition, foundation work, bricklaying, woodworking plastering, painting, wallpapering, repair work or other structural work of whatever nature, nor the

costs of connection to the sewer, gas or water mains or the electricity grid, levelling and cleaning of floors, walls or ceilings or the cleaning of items other than those to be delivered;

b. help in heaving those parts which we ourselves do not handle, as well as the lifting machinery or forklift trucks and hoists used to do so.

Article 3. COPYRIGHTS

1. If the client provides us with design drawings and suchlike. We shall respect the copyrights established in them and never use them for purposes other than those for which they have been made available.

2. We shall retain the copyrights in the designs, illustrations and drawings, sketches and/or quotations provided with the offer. These documents will remain our property, regardless of the question whether the drawing costs have been or will be charged separately, unless a separate amount for the transfer of copyrights has been or will be charged.

3. Without written permission from us, the drawings, designs, illustrations, sketches and/or quotations provided by us may not be copied, shown to third parties or used in another way. The client warrants this.

4. The drawings, designs, illustrations, sketches and/or quotations provided by us to the client must have been sent back to us postage paid within 14 days after the date on which it is decided that no contract will be awarded to us for the delivery or performance of the work, unless otherwise agreed in writing.

5. A client who acts contrary to the provisions of paragraphs 3 and 4 of this article shall owe an amount in compensation for this equal to ten per cent of the amount of the price quotation made with the offer, which amount the client must pay in that case immediately on demand. This payment shall not cause the title and copyright to pass.

Article 4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

1. We maintain the intellectual and industrial proprietorship of all items of property or services provided by us, such as drawings, findings, software, drafts, quotations, designs, colours, manufacturing process, choice of materials, trademarks etc. Takeover or use thereof or advertising with use thereof is not allowed without our written permission.

2. In so far as the proprietorship referred to in the preceding paragraph is embodied in items of property, including written documents, they must be sent back to us immediately on request, subject to a penalty of €1,000.00 per day. The items of property which we have bound ourselves to deliver are excluded from this provision.

Article 5. JOB

1. In addition to the costs of the goods to be delivered and/or services to be provided, transport, travel and insurance costs and suchlike may be charged to the client.

2. We reserve the right to have parts of the job performed by third parties. We shall not be liable for delay or other loss incurred through the engagement of third parties. If the client is a consumer, we shall always be liable for the work of that third party.

3. In so far as the job is based on drawings or specifications produced by or on behalf of the client by third parties, we shall never be responsible for the fact that the design, specifications or work drawings produced by us on the basis thereof do or do not meet the requirements. Notwithstanding the rest of the provisions in this article, if the design and/or specifications do not meet the requirements, we will inform the client to that effect to the extent reasonably possible.

Amendments to the contract resulting in additional work will be at the client's expense. Less work must be agreed in writing.

Transport.

In principle, transport will be at the expense and risk of the client. If not agreed otherwise, the relevant rules of the Incoterms 2010 will be applicable.

Article 6. PERFORMANCE

1. Unless otherwise agreed in writing, regarding the performance of contracts for the delivery of panels, project and shop layouts, furniture and upholstery, as well as all other goods included in the work, subject to compensation of damage and/or loss and costs, the client must see to it:

- a. that the place where the goods, materials and/or tools to be assembled have to be stored or where delivery must be made is such that damage in any form and in any way or theft cannot take place;
 - b. that access to the place where the delivery and/or assembly must take place is unimpeded and adequate, and that there is also full cooperation to enable a smooth delivery, assembly and or finishing;
 - c. that, if a hoist, lift or other means of transport must be used, this is made available with operation by and at the expense of the client.
The instrument to be used must comply with government rules and regulations applicable at the time of use. Damage occurring through this will be at the client's expense, unless fault on our part is established;
 - d. that (sub)floors are made available free of lime, cement and dirt residues and of loose parts, if necessary, unless otherwise agreed in writing, completely smooth and level and swept clean;
 - e. that the space where the work must be done is promptly available and electricity, light, water and heat if necessary are provided in the immediate vicinity; on or in the immediate vicinity of the work sanitary facilities and residential accommodation must be available;
 - f. that, if others also have to perform work in the space in question, that work is of such nature that we do not incur any risk of delay and/or damage;
 - g. that, in case of renovation work and/or renewal of the interior, the business space is closed to the public during performance of the work;
 - h. that approved drawings and execution data are available in time;
 - i. that a correct relative humidity and temperature prevail from the start of the work until the time of completion.
2. We will have the right to suspend performance of the work as long as the client has not complied with his/its payment obligations.
 3. The period for delivery of goods or provision of services will be indicated by approximation according to reasonableness and fairness, but will not be binding and is never a deadline unless explicitly agreed otherwise.
 4. Exceeding the period referred to in the preceding paragraph - through force majeure or any other cause - will give the client the right of suspension and termination, whether or not with a right to compensation in addition, only if a period of six months has passed since the occurrence of the force majeure or other cause. This provision will not apply to the client as a consumer in so far as the latter's right to termination or suspension is limited or excluded. We reserve the right to deliver in parts.

Art. 7. DELIVERY

1. Goods shall always be delivered on the ground floor at a place that can be reached by a large lorry on a passable paved road. The client must provide for transport from the lorry to the place it desires. Unless otherwise agreed, the client will not be assisted in doing so by us or the carrier working on our instructions.
2. If the client refuses to take delivery of the goods, or is absent at the agreed place and agreed time, all costs and losses arising from this will be payable by it. The client will also have to pay those costs and losses due on refusal or absence as referred to above if we or persons working on our instructions are unable to provide the agreed services.
3. If the client has not taken delivery of the goods 14 days after they have been made available as referred to above, we will be entitled, without any prior demand or notice of default, entirely at our discretion, either to invoice the goods and require payment, or to cancel the job. In the first case, the goods will be stored at the client's expense on our factory grounds or at third parties - at our discretion - and, besides the (purchase) price, we will be entitled to charge the client all costs arising from the above-mentioned situation. In the second case we will be entitled to compensation as referred to in Article 15.
4. Unless otherwise agreed in writing, regarding the performance of contracts for the delivery of panels, project and shop layouts, furniture and upholstery, as well as all other goods included in the work:
 - a. the delivery time will start as soon as the contract has been concluded in accordance with the acceptance of the job. The client must inform us in a timely fashion of all information and choices made that are necessary for the progress of the work.
 - b. we consider the time of completion or delivery:

- when we have informed the client in writing or orally of completion of the work and the client has approved the work;
 - a period of 8 days after we have notified the client in writing that the work has been completed and the client has failed to inspect the work within this period;
 - the client has put the work into use, on the understanding that if part of the work is put into use, that part will be considered to be completed.
- c. if a clearly defined part of a work has been produced and completed, we will have the right to require partial delivery, stating the reasons.
A part will be considered to be completed:
- when we have informed the client either in writing or orally of completion of the part and the client has approved the part;
 - after 8 days have passed since we informed the client in writing that the part was completed and the client has failed to inspect the part within that period;
 - if the client has put the part into use.
- d. if the client withholds approval of the work, the client must notify us to that effect within ten working days, stating the reasons for this. If the period of ten days is exceeded, the job will be considered to have been approved.
Minor defects of a subordinate nature will not preclude deliveries or partial deliveries.
- e. after delivery or completion, we shall no longer be liable for shortcomings in the work, except if the case provided in Book 6 Section 228 of the Dutch Civil Code (*BW*) or Book 7 Section 17 of the Dutch Civil Code occurs.

Article 8. RESPONSIBILITY

1. We are responsible at all times for the proper performance of the deliveries or the work, including the necessary adjustment of the dimensions to the structural dimensions if and in so far as they differ from the design drawing. If, however, the client has mandatorily prescribed certain materials or working methods, and we are of the opinion that these hinder the proper performance of the work, we will then notify the client of this in a timely fashion.
2. If the client prescribes appropriate materials or working methods within 14 days after notification from us and in our opinion, we shall be released from our liability for these parts of the work, including liability for loss under or as a result of product liability.
3. In so far as it has been agreed that we will make a design and subsequently execute it, we will be responsible for ensuring that the whole complies with the schedule of requirements and wishes to be agreed. If this proves not to be the case, we will replace the delivered work at our own expense.
4. If the client makes materials, parts or tools available for further processing or assembly, we will be responsible for correct processing or assembly, but never for the materials, parts or tools themselves. We shall not be liable for loss due to death or bodily injury, consequential loss or loss on any other basis that is connected with (the faultiness of) the materials, parts or tools for further processing or assembly made available by the client, irrespective of processing or treatment thereof by us or third parties. The client shall indemnify us fully against all claims for compensation of loss and/or injury to personnel of us and/or of third parties, including loss under or as a result of product liability.

Article 9. FORCE MAJEURE.

1. If after conclusion of the contract, we are unable to perform the contract due to a circumstance we could not have foreseen, the client will not be at liberty to terminate the contract in the following cases:
 - a. The force majeure is only temporary (no more than six months);
 - b. The force majeure affects only a non-essential part of the contract;
 - c. We cannot be blamed for a fault (such as in case of: non-delivery of goods by our supplier; fire, strike and work interruption in our company; loss of goods to be delivered; serious illness of the service provider; import, export or other trade bans; court injunctions or orders; and suchlike).
2. The client shall not rely on termination if the contents of the contract can reasonably be amended in such a way that performance remains possible. For a consumer as client, such performance of essential parts must remain possible.

3. Termination of the contract shall apply only to that part which cannot or can no longer be performed.
4. If normal performance of the work or the deliveries of goods or services are impeded by non-imputable failure, we will be entitled to exceed the agreed delivery time by at least the duration of the period of non-imputable failure. Non-imputable failure includes strikes, operational failure, factory sit-in, non-delivery by a supplier as well as facts or circumstances under which we cannot in conscience be required to perform the work.

Article 10. RETENTION OF TITLE

1. When goods are handed over to the client, the latter becomes our holder and the title to those goods will remain vested in us until the client has complied with all its financial and other obligations towards us, including the payment of costs, interest and penalties.
2. The client must, at its own expense and for our benefit, insure the goods handed over but to which the title has not yet been transferred properly against the risks of fire, theft, (water) damage and suchlike.
3. As long as we are owner of the goods handed over, the client may not cooperate in the establishment of a (non-possessory) pledge in those goods. In case of acts contrary to this provision, the client shall be guilty of conversion.
4. If the client fails to comply with its obligations, financial or not, towards us, without notice of default we will be entitled to take back the goods handed over or new goods formed with them. The client authorises us to enter the places where these goods are located.

Article 11. COMPLAINTS

1. Complaints mean the objections of the client to goods delivered, services provided, work performed or the related invoice(s).
2. Complaints must be made in writing and registered as well in case of a value of the goods delivered or services provided of more than €1,000.00.
3. Complaints about invoices must be submitted to us within 7 days of the invoice date.
4. Complaints about visible or otherwise perceptible deviations or defects must be submitted to us within 7 days after delivery of the article or at the end of the performance of the service.
5. Complaints about non-visible or otherwise imperceptible deviations or defects that only emerge during use must be communicated to us within 7 days after the client has (reasonably) gained knowledge of the defect or deviation. We must be given the opportunity at all times to inspect the damage ourselves. We will reimburse costs of any repair only if we have given permission to incur those costs.
6. In the event of a justified complaint we will have the right to repair or replace the goods about which a complaint has been made by similar goods.
7. We will accept return shipments made by the client only if we have given prior permission to that effect and the return shipment is made carriage paid.
8. Complaints on whatever basis shall not suspend the client's payment obligation, unless the client is a consumer.

Article 12. PAYMENT

1. The client must pay the invoice(s) without setoff or discount on the latter's own authority within 30 days of the invoice date into our bank account or at our office. Statutory interest and extrajudicial collection costs incurred will be due from the due date. Payments will first serve to settle interest and costs and afterwards the longest outstanding invoices. We will be entitled at all times to require full or partial advance payment or provision of security, to send goods C.O.D. and to cancel credit facilities with immediate effect.
2. If the client does not, does not in time or does not properly comply with the obligations to which it is subject on any basis under the contract concluded with us pursuant to these Terms and Conditions, as well as in the event of suspension of payments, an application for suspension of payment, for insolvency or liquidation of the client's assets, or the latter's death, or if the client loses control over his/its assets because of attachment or otherwise, we will be entitled to cancel the contract or parts thereof that still need to be performed, without notice of default and without any judicial intervention being required, and to take back the goods delivered to him/it, in so far as not yet paid, notwithstanding his/its right to compensation of any loss, lost profits and other losses that might occur because of all this.

3. In the cases referred to in paragraph 2 of this article, all claims we have against the client shall be immediately due and payable. The client authorises us to enter the places where the goods are located. The foregoing shall not affect the exercise of other rights under this contract and the law.
4. In accordance with the circumstances referred to under paragraph 2 of this article, the client will also be entitled to cancel the contract. In that case, the contractor will also be entitled to take back any materials delivered, in so far as not yet paid. Regarding compensation, the amount specified in paragraph 5 of this article will be due, unless the parties have explicitly agreed a higher amount in writing.
5. If we have approved the cancellation as referred to in paragraph 4 of this article, the client will owe us an amount in compensation equal to the costs incurred up to that time, plus 25 % of the remaining amount of the price quotation made with the offer, unless the parties have agreed a higher amount in writing.
6. If several deliveries or the provision of several services take place for which more than one invoice is sent, and an invoice has not been paid in accordance with the above-mentioned provisions of this article, we shall be at liberty to suspend a new delivery of goods or provision of services. Failing payment, after a reasonable period we may proceed to terminate the contract to the extent it has not yet been performed, without prejudice to our other rights under the contract and the law.
7. All payments must be made without deduction or setoff.

Article 13. DEFAULT

1. As soon as the client does not, does not in time or does not properly comply with any obligation towards us, the client shall be in default without any notice of default being required. If invoices are not paid within fourteen days of the due date at the latest, the client will be in default without any notice of default being required.
2. In the event of insolvency, (temporary) suspension of payment, closing down or liquidation of the company, death, change of the legal form, change of the residential or business address (without prior notice) of the client, as well as in case of attachment imposed against the client, the latter shall also be considered to be in default without notice of default.
3. As soon as the client is in default in such a way, all amounts to be paid to us shall be immediately due and payable in a lump sum. We will be entitled as well to suspend our (further) obligation (s) to the client or terminate the contract(s), if necessary while taking back goods handed over under retention of title (see Art. 10). We shall not be liable for compensation in case of suspension or termination. The foregoing provisions shall not affect our further rights under the contract or the law.
4. From the day on which the client is in default, the latter shall owe us a payment for loss of interest of 1% per month of the invoice and other amounts due - or the statutory interest rate if this is higher. The interest for part of a month will be charged as a full month.
5. Furthermore, the client will have to pay the costs of storage of the goods and the extrajudicial collection costs if we have engaged the expert assistance of a third party to collect our claim against the client. The amount of the collection costs will be determined in accordance with the collection rates of the Netherlands Bar Association.

Article 14. WARRANTY

1. We warrant for the period of 1 year after the delivery date that the goods delivered by us can be used for the purposes indicated to us by the client in writing in advance. Especially on awarding the contract, it must be clear to us: the intensity of use, the extent of accuracy of the dimensions, the nature of the use and climate control of the space in which the goods are used (humidity, temperature and suchlike). We shall not accept any liability for different use, however minor. A warranty period of 2 years applies to consumers.
2. A condition for allowing our warranty to start is that during transport from our factory to the place of use and during any storage, the goods delivered must be handled carefully. The climate control in particular (humidity, temperature and suchlike) may not differ from that which will take place with the intended use. If the warranty is relied upon, we ourselves must be given the opportunity to assess the products. We will compensate the costs of taking measures to prevent or minimise damage or loss (cleaning etc.) only if we have given written permission for them.
3. To the extent that the goods delivered must be installed or must form part of a larger whole in a different way, in order for our warranty to be applicable, it is necessary that we install the products

ourselves. If the client himself/itself provides for installation, in order for our warranty to be applicable, it will be necessary that we give written approval of the installation.

4. No warranty shall apply to glass, discolouration of wood and minor colour differences of wood and other materials. Minor deviations in composition, properties and colour shall be accepted and cannot constitute a ground for complaint.

5. No warranty shall apply to construction or materials prescribed by the client, to the materials delivered to the client by third parties, or share in (the performance of) the work, unless performed with explicit approval from the client. If we replace parts or products under warranty, the replaced specimens will become our property.

We shall not be liable for other losses, for example stagnation of business operations of the client or consequential loss for the client.

Article 15. CANCELLATION

1. In case of full or partial cancellation by the client of goods we can deliver from stock, we shall have a right to compensation of lost profits and administrative and staff costs incurred of 15% of the sale value of the goods ordered. The same arrangement shall apply to cancellation of a contract for the provision of services. Cancellation must be done in writing.

2. It is not possible to cancel a contract that relates to goods that have been or will be specially manufactured according to the client's wishes.

Article 16. LIABILITY

1. We shall only be liable for the damage and/or loss incurred by the client that is directly and exclusively the result of our acts or our omissions and regarding which we can be blamed for a fault. The extent of the loss shall be limited by the level of the amount for which we are insured or should have been insured according to the customs in our sector.

2. In case of absence of any fault, we and our manufacturer shall never be liable for any damage caused by or to goods delivered by us or that results from services provided by us.

3. The following shall never be eligible for any compensation: a. trading loss of the client; b. damage and/or injury to third parties during performance of the work and/or provision of the services; this provision will not apply if the client is a consumer.

4. If we are liable on any basis to compensate damage and/or loss, if the job awarded is of little value, the loss shall be mitigated accordingly. In departure from the statutory period, the prescription period shall be 1 year

Article 17. INDEXATION

Where amounts are expressed in Euros in these Terms and Conditions, these will be adjusted annually to inflation (1995=100).

Article 18. APPLICABLE LAW

1. Terms and conditions and all connected documents or oral agreements shall be governed by Dutch law.

2. To the extent parties to international conventions are at liberty to determine which law is applicable, Dutch law shall always be declared applicable.

Article 19. DISPUTES

1. All disputes shall be brought before the competent court in Leeuwarden.

2. If the client is a consumer and objects to subjecting the dispute to the court referred to in 19.1., he/she will be at liberty within a month after he/she has been invited by us in writing to do so to state that he/she wants to have the dispute brought before the legally competent court.

Article 20. FILING

These General Terms and Conditions are filed with the Chamber of Commerce and Industry in Leeuwarden.