

Article 1 – Applicability of the general terms and conditions of sale, delivery and payment

1.1. These general terms and conditions of sale, delivery and payment (hereinafter to be called: the "Conditions") are part of each agreement entered into between De Eekhoorn Woodworkings BV (hereinafter to be called: **Eekhoorn**) on the one hand and any third party (hereinafter to be called: **Buyer**) on the other hand and all the proposals issued by Eekhoorn regarding the delivery of movable property.

1.2. The Conditions will also, after they have become part of any agreement between Eekhoorn and Buyer, be part of subsequent agreements entered into between Eekhoorn and Buyer, even if the applicability of the Conditions is not referred to in the establishment of those subsequently concluded agreements.

1.3. Deviations from the Conditions are only applicable insofar as they have been explicitly agreed upon in writing by parties and Eekhoorn has, in writing, accepted the deviations. The deviations are applicable only for the proposal or the agreement for which they have been made.

1.4. Complete or partial invalidity of any provision of the Conditions does not affect the applicability of the other provisions of the Conditions.

1.5. Application of the general terms and conditions invoked by the Buyer will be expressly rejected by Eekhoorn. General or special terms and conditions of the Buyer are excluded, in particular insofar as those terms and conditions relate to payment, settlement, the entitlement to pledge property or the transferral of claims from Eekhoorn to Buyers.

Article 2 – Quotations and the establishment of agreements

2.1. Each Eekhoorn quotation is made without obligation, unless explicitly specified in writing that it is irrevocable, and legally expires, unless it has been explicitly otherwise specified in writing, after thirty (30) calendar days to be calculated as from the date of the quotation. Eekhoorn quotations can only be accepted in writing.

2.2. Agreements between parties are first established by the written confirmation to Buyer of the creation of the agreement by persons authorised for this purpose on behalf of Eekhoorn, or by Eekhoorn executing the agreement unconditionally in a manner known to Buyer. Notwithstanding the aforementioned, Eekhoorn, unless explicitly agreed otherwise in writing, is first obligated to proceed to deliver the ordered items if the total minimum order value has been reached as applicable for the country in which Buyer is situated, or as specifically stated in the quotation or Eekhoorn order confirmation. Eekhoorn is entitled, without being held to compensate any damage and without prejudice to Eekhoorn's rights under Article 15, to dissolve or to terminate, through notice of cancellation, agreements concluded with Buyer, in the event that the minimum order value previously specified is not reached within a period of six weeks after the (first) agreement was concluded.

2.3. Amendments or additions to an agreement that has already been concluded, as well as associated agreements, are only binding if they have been confirmed by Eekhoorn in writing to Buyer.

2.4. Drawings, images, sizes or other delivery data are only binding when such has been explicitly agreed in writing.

Article 3 – Prices

3.1. All of the prices stated by Eekhoorn in its proposals, unless explicitly agreed in writing, are not binding.

3.2. All prices are excluding value added tax (VAT).

Article 4 – Delivery

4.1. When Eekhoorn displays or provides a drawing, photo, model, design, calculation or other information, it only serves as an indication. The items ultimately to be delivered may differ from those displayed.

4.2. Unless agreed upon otherwise, delivery occurs free of charge within the following countries: the Netherlands, Belgium, Denmark, Germany, France, the UK, Ireland, Italy, Luxembourg, Norway, Austria, Portugal, Spain, Sweden and Switzerland. Deliveries to countries other than those stated above are made Ex Works.

4.3. Buyer is obliged to make receipt of the purchased goods at the time of delivery. If Buyer refuses the purchase or is negligent in providing information or instructions necessary for the delivery, the goods will be

stored at Buyer's risk. In that case, Buyer must pay the storage costs, without prejudice to Eekhoorn's right to still claim fulfilment and/or full compensation of damages and to proceed to dissolve the agreement.

4.4. At the risk of forfeiting all rights, Buyer is obliged to check the delivered items within 24 hours after actual delivery for any deficiencies or damages, or to perform or have performed this check after notification from Eekhoorn that the goods are available to Buyer. Damaged or incomplete items will only be taken back and (possibly) replaced by Eekhoorn insofar as they are returned in the original packaging.

Article 5 – Partial deliveries

Eekhoorn reserves the right to deliver in parts (partial deliveries), which may be invoiced separately. Buyer is then obligated to pay in accordance with the provision in Article 12 of the Conditions.

Article 6 – Delivery time

6.1. The specification of the delivery time is always approximate and is not applicable as a deadline unless explicitly agreed otherwise in writing.

6.2. Eekhoorn is in no way liable for exceeding the delivery time for whatever reason. Exceeding the delivery time does not oblige Eekhoorn to any compensation and does not entitle Buyer to dissolve the agreement and/or to refuse the purchase, or to appeal to suspension of any of Buyer's obligations.

Article 7 – Force majeure

7.1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, force majeure is defined as: labour strikes (organised as well as unorganised) at the Eekhoorn company, a general lack of material and other items and services necessary for completing the agreed upon output, as well as general transport hindrances, the (whether or not attributable) non-fulfilment on the part of Eekhoorn suppliers, labour strikes (organised as well as unorganised) and lack of personnel.

7.2. The delivery and other obligations of Eekhoorn are suspended during a period of force majeure. If the period in which Eekhoorn is unable to fulfil its obligations due to force majeure lasts longer than six months, both parties are authorised to terminate the agreement entirely or partially through notice of cancellation or dissolution, without any obligation in that case to compensate damage or to reversal.

7.3. Eekhoorn is entitled to demand payment of the activities already performed in the execution of the agreement in question before the situation caused by the apparent force majeure arose.

7.4. Eekhoorn is also entitled to appeal to force majeure if the situation caused by the force majeure begins after Eekhoorn was already to have delivered the performance.

Article 8 – Warranty

8.1. With due observance of that which is specified elsewhere in the Conditions, Eekhoorn guarantees that the materials it has delivered and/or has processed/used satisfy the requirements posed by normal use, for a period of 12 months after delivery. If Buyer has sufficiently demonstrated that the delivered items or the materials do not satisfy the requirements posed by normal use, Eekhoorn will, at its discretion, either issue parts, repair the delivered item, replace it, or (whether or not partially) dissolve the agreement in combination with pro rata restitution of that which has already been paid by Buyer and without being held to compensation of damage.

8.2. Aforementioned warranty obligation is cancelled if:

- a. Buyer makes or has made change(s) or repair(s) to the delivered item without written approval from Eekhoorn;
- b. Buyer has used the delivered item for a purpose other than the apparent purpose; Buyer has treated, used or maintained the delivered item (in Eekhoorn's reasonable opinion) injudiciously;
- d. Buyer has not fulfilled its obligations towards Eekhoorn;
- e. Buyer has not fulfilled its information obligations in accordance with Article 8.7;
- f. Buyer is otherwise entirely or partially to blame for the defect to the delivered item.

8.3. Any costs of disassembly, postage and transport are at the expense and risk of Buyer.

8.4. Warranties for goods purchased elsewhere by Eekhoorn will only be provided if and insofar as the relevant manufacturer/supplier provides a warranty, and to the duration thereof.

8.5. The warranty period will not be extended after repairs are made under warranty.

8.6. The fact that Buyer makes a claim to the warranty does not absolve Buyer from its obligations, such as payment and acceptance based on the agreement(s) entered into with Eekhoorn.

8.7. If the delivered item completely or partially consists of glass, Buyer must thoroughly inform the customer of its properties and how to handle this material and, in particular, of the fact that even minimal damage in tempered glass can lead to differences in tension and subsequent (glass) breakage.

Article 9 – Claims

9.1. Claims must be made in writing and occur as quickly as possible, but no later and with due observance of the period stated in Article 4.4, within seven business days after the faults have been identified, with careful specification of the nature and the basis of the complaint(s) and the assumed basis of Eekhoorn's obligation to replace, repair or compensate damage. Complaints that are not or insufficiently explained will not be processed by Eekhoorn.

9.2. After the expiration of the aforementioned period, Buyer will be considered to have approved the delivered item. In that case, claims will no longer be processed by Eekhoorn.

9.3. The delivered item may only be returned following Eekhoorn's prior written approval under the conditions to be specified by Eekhoorn.

Article 10 – Liability

10.1. Eekhoorn's liability towards Buyer, with the exception of the provisions of the following articles, is limited to the fulfilment by Eekhoorn of its warranty obligations as described in Article 8.

10.2. Eekhoorn's liability for unlawful acts performed by it is excluded except for insofar as they are the result of intent or conscious recklessness by Eekhoorn's subordinates. Eekhoorn's is not liable for indirect and consequential damage that is suffered by Buyer as a result of a shortcoming by Eekhoorn in the fulfilment of Eekhoorn's obligations under any agreement such as, but explicitly not limited to: lost profits, lost sales, immaterial damage, missed opportunities and defamation of good name, unless this damage is the result of intent or conscious recklessness by Eekhoorn's subordinates.

10.3. Eekhoorn's liability for direct damage suffered by Buyer as a result of or associated with an attributable shortcoming on Eekhoorn's part in the fulfilment of its obligations towards Buyer under an agreement entered into with Buyer, is limited to those cases in which Buyer proves that the damage is the direct result of an attributable shortcoming. It is also limited per occurrence, or series of associated occurrences with a common cause, to the value agreed between parties (excluding VAT) of the commitment(s) in the fulfilment, towards which Eekhoorn is in default, and in that case per delivered item, with a maximum of €2,500.00 per occurrence or series of associated occurrences with a common cause, unless a further restriction arises from one of the following articles.

10.4. Each claim against Eekhoorn based on an agreement entered into with Eekhoorn expires through the course of one year, unless a legal subpoena is issued before then. The expiration period begins on the day after the day on which Buyer is aware of the damage as well as the liable party.

10.5. All means of defence that Eekhoorn can derive to defend its liability in the agreement entered into with Buyer, can also be invoked against Buyer by its personnel and third parties that it has hired for the performance of the agreement, as if its personnel and as if aforementioned third parties were party themselves to the agreement.

10.6. Terms and conditions that limit, exclude or establish liability that can be objected by third parties toward Eekhoorn, can also be objected by Eekhoorn toward Buyer.

Article 11 – Indemnification

Buyer indemnifies Eekhoorn, its personnel and possible third parties hired by Eekhoorn in the context of fulfilling its obligations under the agreement, against all liabilities of other third parties for compensation of any (assumed) damage suffered, caused by or otherwise associated with actions performed by Eekhoorn under the agreement.

Article 12 – Terms and conditions of payment

12.1. Unless explicitly agreed otherwise in writing, payment of each invoiced amount must occur before delivery and in accordance with the manner indicated on the invoice. The payment must occur in the agreed currency and without settlement, discount and/or deferment.

After acceptance and the provision of a limit by Eekhoorn's credit insurer, Eekhoorn can decide to have the payment occur within fourteen (14) calendar days after the invoice date and in the manner indicated on the invoice. In that case, Eekhoorn will only deliver orders to Buyer if the total amount of Buyer's already outstanding accounts receivable balance plus the amount of Buyer's outstanding orders does not exceed the

issued limit. Eekhoorn reserves the right to adjust the limit, at its discretion, at any time, based on new information from the credit insurer and/or based on Buyer's payment behaviour.

12.2. In the event an invoice is not paid on time, Buyer is, without notice of default, in default and all of Buyer's payment obligations will become immediately due and payable. This is also the case if Buyer is declared to be in a state of bankruptcy or requests suspension of payment.

12.3. In the event an invoice is not paid on time, Buyer owes the legal commercial interest (Article 6:119a of the Dutch Civil Code), plus 2% over the invoice amount, starting from the invoice due date. In addition, Eekhoorn is entitled to charge €7.50 in default charges.

12.4. In addition, all the judicial and extrajudicial costs reasonably made by Eekhoorn (such as, but not limited to: bailiff costs and the costs of legal assistance) that were made in the context of Buyer's non-fulfilment of its obligations, are at Buyer's expense, with a minimum of 10% of the principle due (including VAT) or an amount of €250.00 insofar as that is higher, of which minimum compensation must (also) be viewed as an impetus for Buyer to adequately fulfil its (payment) obligations (penalty clause).

12.5. Payments made by Buyer always first reduce all the interest and costs due; and secondly, the invoices that have been due and payable the longest, even if Buyer states that a payment pertains to a later invoice.

12.6. Regardless of the aforementioned, Eekhoorn is entitled at any time to demand cash payment or, before delivery or further execution of the work, to require sufficient certainty from Buyer of timely payment. The certainty will be set by means of establishing an irrevocable bank guarantee at a reputable Dutch banking institution, or by means of providing a different reasonably comparable surety.

Article 13 – Retention of title

13.1 Delivered items remain the exclusive property of Eekhoorn as long as Buyer has not paid the claims regarding the compensation for:

- items delivered or still to be delivered to Buyer by Eekhoorn pursuant to the agreement, or
- pursuant to such an agreement, also for work or services performed or still to be performed for Buyer, as well as
- with regard to the claims due to shortcomings in the fulfilment of such agreements.

With regard to these items, Eekhoorn also obtains the (co-)ownership right to satisfy all outstanding claims against Buyer, as well as with regard to the items on which Eekhoorn's right of ownership will be lost due to processing, investigating, business formation or in a different manner.

As soon as Buyer does not fulfil one or more of its obligations towards Eekhoorn, all Buyer's receivables are immediately and fully due and payable and Eekhoorn is authorised, without any notice of default or legal intervention, to effectuate the rights stemming from its retention of title.

13.2 Buyer is not authorised, before the specified property transfer has taken place, to sell, deliver or otherwise dispose of the delivered items other than in accordance with its normal business and the normal purpose of the items. This authority expires at the moment that (preliminary) suspension of payment is granted to Buyer or that it has been declared to be in a state of bankruptcy. Buyer may in no event have the item falling under retention of title serve as security for claims to third parties.

13.3 Eekhoorn has access, at any time, before the specified property transfer has taken place, to the items that it owns, wherever they are located.

13.4 Upon violating the provision in this Article, Buyer owes a penalty of 10% of the outstanding claim at the time of the violation, without prejudice to the provisions of Article 10, paragraph 6.

13.5 Buyer can agree with a third party that it pays the purchase price for it, and it will be subrogated in Eekhoorn's claim. As regards payment by a third party that is subrogated in the seller's claim, the retention of title does not expire as described in this Article.

13.6 In the event of subrogation as specified in paragraph 5, Eekhoorn delivers the retained ownership of the items for which the third party has paid the purchase price to the subrogated third party. Buyer retains the described items for the subrogated third party as from the time of subrogation.

13.7 Subrogation in the claim by and transition of the retained ownership to a third party as specified in paragraphs 5 and 6 do not affect the fact that Buyer can appeal to Eekhoorn in the event the seller defaults in any manner in the fulfilment of the agreements entered into between them.

Article 14 – Intellectual property rights

14.1. All intellectual property rights (including copyrights as well as registered and non-registered model rights) on drawings, photos, catalogues, models, designs, calculations and the like (hereinafter: "the Materials") made available by Eekhoorn to Buyer, remain with Eekhoorn at all times and never transfer to Buyer. Where these Conditions specify "delivery" or conjugations of this word, there cannot be any derivation that transfer of intellectual property rights is intended. Buyer only receives a non-exclusive, non-transferable

and revocable right to utilise the Materials in unmodified form and for its own use, which right also never extends further than the explicit use agreed upon and/or the use that is reasonably required in the context of the performance of the agreement.

14.2. Without prejudice to the general intent of Article 14.2, it is particularly explicitly prohibited for Buyer to copy and/or to edit the contents (including photos) of catalogues made available by Eekhoorn. If and insofar as Eekhoorn makes digital photos available to Buyer, then the use of these photos is only permitted for the purposes indicated explicitly by Eekhoorn. Their use on any website is prohibited, unless Eekhoorn has granted its explicit prior written permission for this purpose. Eekhoorn is entitled to withdraw its permission to use the Materials at any time with immediate effect, without the obligation to pay damages to Buyer, where Buyer, in that case, must immediately return the Materials to Eekhoorn.

14.3. If and insofar as the law states that the items delivered by Eekhoorn to Buyer violate any third party copyright and/or model right valid in the Netherlands, then Eekhoorn will take back the items for compensation of the purchase price paid by Buyer. Aforementioned compensation of the purchase price is Buyer's only remedy in this regard.

Article 15 – Termination and cancellation

15.1. Without prejudice to the provision in Article 6:265 of the Civil Code, Eekhoorn is entitled to terminate or to dissolve, the agreement entered into with Buyer, without being held to compensation of damages, if:

- a. Buyer is declared to be in a state of bankruptcy, requests its bankruptcy, or will request it;
- b. Buyer requests (preliminary) suspension of payment or proceeds to liquidation;
- c. Buyer's assets, or a portion thereof, are seized.

15.2. Unless complete or partial cancellation is excluded in the conclusion of the agreement entered into with Eekhoorn, Buyer is entitled, within a period of six weeks after its conclusion, but not within a period of 14 days prior to Eekhoorn's intended delivery date, to completely or partially cancel the agreement by means of a written statement addressed to Eekhoorn with payment to Eekhoorn of 30% of the agreed upon purchase price matching the portion of the agreement that is cancelled. The cancellation first takes effect after aforementioned payment has been received by Eekhoorn. Partial cancellation of an agreement up to a remaining order value of less than the minimum order value as applicable for the country in which Buyer is situated, or as specifically stated on the proposal or Eekhoorn order confirmation, is not possible.

Article 16 – Applicable law and disputes

16.1. Dutch law exclusively applies to all quotations from and agreements with Eekhoorn.

16.2. All disputes, including those that are considered as such only by one party, stemming from or associated with the agreement to which the Conditions apply or in regard to the Conditions themselves and their explanation or execution, factual as well as legal in nature, will only be adjudicated by the authorised court in Amsterdam, unless Eekhoorn indicates a preference to present the dispute before the authorised court in Buyer's city of residence/domicile.

Article 17 – Inconsistency between the Dutch text and the translation

In the event of inconsistency between the Dutch text of the Conditions and, where appropriate, the text of the Conditions in a different language, the Dutch version will be binding.