

GENERAL TERMS OF DELIVERY



These general terms and conditions shall apply to all offers, purveyances, agreements, executions and other obligations, insofar as parties have not explicitly agreed otherwise in writing, that are, be it directly or indirectly, connected with the work and other business activities of Jacco Maris vormgeving & interieur

hereinafter to be referred to as: Maris.

The opposite party is referred to as client

DEFINITIONS:

Article 1:

Concerning the agreements and legal actions entered into by Maris, the meaning of the following is:

- design, the goods to be manufactured, by virtue of the agreement, related to the interior with all parts, in the broadest sense of the word.
- interior, the internal part of buildings and houses pertinent to furnishing in general
- delivery time, the time agreed upon with client, within which the goods to be manufactured must be delivered.
- term of payment, the time fixed within which client must have made the payment for the delivered goods.
- retention of title, the proprietary right that Maris retains to the goods delivered by him but not yet sold by client, until all debts have been paid.

TENDERS AND ORDERS:

Article 2:

1. The prices and quotations appearing in price-lists, circular letters, advertisements and other offers published by Maris, as well as tenders given out by Maris, shall always be valid for fourteen days at most, unless stated otherwise in writing, while furthermore Maris retains the right to revoke this offer within two working days after receipt of the notification of acceptance of an offer made by Maris.
2. All tenders, offers, order confirmations and the like are based on data at the disposal of Maris during the period of publication. If changes occur with regard to circumstances on which Maris has based above-mentioned published tenders, offers or order confirmations, Maris is authorised to discount these changes in the engagement / agreement or to adjust the prices, without prejudice

to the stipulations in article 2, paragraph 1 and article 5, paragraph 2.

ILLUSTRATIONS:

Article 3:

1. Illustrations, drawings, weights and measures and the like, which Maris provides in catalogues, and circular letters or any other means of publication, shall not bind Maris to anything and are solely meant to give a general representation of that which Maris offers.
2. Slight and non-essential deviations shall not entitle client to refuse ordered goods or payment of the purchase price, nor shall it entitle client to demand adaptation of his obligations or any form of reimbursement from Maris.

REPRESENTATION:

Article 4:

1. Engagements / agreements entered into in the name of Maris shall only bind Maris if entered into or acknowledged, which acknowledgement must be explicit and in writing, by the competent managing director of Maris or the representative appointed / assigned by him.
2. Only Maris can appeal to the shortcoming with regard to the transactional power mentioned in paragraph 1.

PRICES:

Article 5:

1. All cost prices used by Maris shall be in European euro, unless agreed upon otherwise, and shall not include sales tax.
2. Prices are without engagement and can be adjusted by Maris at all times in conformity with and without prejudice to the stipulations in article 2, provided that if the price is not adjusted in such a way as is indicated in article 2, paragraph 2, client is permitted to dissolve the agreement without otherwise being able to claim damages or refer to any right to suspend performance or settlement towards Maris.
3. Client shall not be entitled to the right of dissolution mentioned in paragraph 2 if the price adjustment is caused by him and should be borne by him.

PAYMENT:

Article 6:

1. Payment must be made at the office of Maris through a deposit or remittance on a bank account indicated by Maris.
2. Payment must be made in European euro, unless otherwise agreed in writing. On account of payment client is not permitted to refer to any form of compensation or debt settlement towards Maris.
3. Payments must be received in one of the bank accounts within 15 days from the date of invoice, unless agreed otherwise in writing (For deliveries abroad, see appendix).
4. Payments of the sales tax due and payable must be made together with the invoice payment.

DEFAULT:

Article 7:

1. As soon as client fails to fulfil (in due time) any obligations due and payable towards Maris resulting from the agreement (also including these terms and conditions), client shall be in default without any proof of default.

2. If client exceeds any term resulting from the agreement (understood to be these terms and conditions), client shall be in immediate default.

3. Without prejudice to the right to claim specific performance, to dissolve the agreement, or to suspend his obligations towards client, Maris shall furthermore be entitled, as soon as client is in default on account of his non-financial obligations, to claim damages for the damage sustained by Maris as a result of the default and shortcoming of the sustained damage estimated at one and a half times the purchase money which client would owe Maris from the moment of default until the cure of default.

4. If client does not in due time meet his payment obligation, he shall then owe Maris for the amount due and payable from the moment of default an interest of 1,5% a month, whereby part of the month shall be charged as a full month.

5. As soon as client is in default, all claims of Maris against client shall be forthwith due and payable without reserve.

6. Notwithstanding the default, Maris shall be entitled to dissolve the agreement if reasonable grounds exist that client shall not meet his obligations, become bankrupt or apply for a suspension of payments order, the things mentioned without proof of default or recourse to the court and without prejudice to other rights of Maris such as the right to claim damages.

7. Maris shall be in default after client has served notice upon Maris and if Maris does not meet his contract obligations within the above-mentioned reasonable term of proof of default. The terms mentioned in the agreement do therefore not hold as stature of limitation with regard to Maris.

COLLECTION:

Article 8:

1. If Maris proceeds to undertake collections in order to acquire claims due and payable, all involved costs, both judicial and extrajudicial, by which are meant litigation costs and legal assistance costs, shall be borne by client.
2. The costs mentioned in paragraph 1 shall at least amount to € 115,- , but if resulting in a higher amount at least 15% of the value of the performance turned in by client, no matter if these costs are made by Maris.
3. When Maris institutes bankruptcy proceedings against client, client

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shall be obliged to bear, apart from the amount due and payable and the oppressive costs involved, the costs involved with the petitions in bankruptcy.

4. If the agreement was jointly concluded with two clients or more, they shall each be jointly and severally liable for the fulfilment of the obligations resulting from the agreement. 5. Maris shall retain the proprietary right, having regard to the stipulations elsewhere in these terms and conditions, to the goods delivered by Maris until client has fulfilled his payment obligation towards Maris on account of or in relation to the made deliveries or services provided, including costs and interest. From this right results that Maris shall be able to claim the goods client has on hand in the event of non-payment, suspension of payment and bankruptcy to the amount of the outstanding claim, calculated from the value at delivery, without recourse to the court.

This retention of title also implies that client shall not be authorised to alienate, pawn, or pledge the delivered goods or in any way take them out of the power of the company until all obligations have been met.

COMPLAINTS:

Article 9:

1. Complaints must be received within seven days after the date on which the fact client refers to occurred, on penalty of dissolution of all client's rights.
2. Complaints must be addressed to Maris, in writing (fax) only, accompanied by a detailed and clear description of the grievances and stated shortcomings.
3. The evidence of a timely complaint shall always rest with client.
4. Client is obliged to enable Maris to cancel the shortcomings.
5. Any legal actions taken by client against Maris must be taken on penalty of dissolution of all rights and within six months after the agreement is concluded.

FORCE MAJEURE:

Article 10:

1. If circumstances arise without the will and consent of Maris, no matter if these were foreseeable when the agreement was entered into, which are of such kind that Maris cannot reasonably be held to fulfil the agreement, Maris shall have the right to annul the agreement wholly or partially, without being bound to any indemnification.

By the mentioned circumstances is meant (among other things):

2. War and danger of war, strikes, demonstrations, war risks, revolts, acts of terrorism, ice drift, floods, damage caused by water, storms, fires, interruption of operations, accidents, staff shortage, import and / or export prohibitions, (Dutch or foreign) government body measures and furthermore all circumstances such as exchange rate fluctuations, that make the agreement more difficult for Maris and / or more costly than it was when the agreement was concluded.

LAW:

Article 11:

1. All disputes resulting from this agreement can only be brought before the competent courts in Breda, except that in case of a petition in bankruptcy the regulation of the Bankruptcy act remains applicable provided that Maris shall grant client a term of one month to choose, in writing, the competent court in order to settle the dispute, after having informed client in writing that this proviso will be used.
2. Dutch law applies to all agreements controlled by these terms and conditions.
3. Maris shall consider the address given by client to be correct, unless client has communicated a new address in writing.

DELIVERY:

Article 12:

1. Client shall certify to have checked the delivered goods and to have accepted them in good condition and in working order. Client shall declare that the purchased goods have been adequately described in the tender and meet his requirements.

INDEMNIFICATION:

Article 13:

1. Client shall safeguard Maris against all claims made by third parties against Maris pertinent to the application, in the broadest sense of the word, from the moment the goods have been received and accepted.

EXCLUSIONS AND LIMITATIONS OF LIABILITY:

Article 14:

1. Except for that which has been laid down in this agreement, Maris shall explicitly not be liable for:
2. Damage caused by any patent and latent faults in the delivered goods, no matter how these came into existence, except if these faults were caused intentionally or by gross negligence on the part of Maris.
3. Damage caused by adaptation, repair or installation of the delivered goods by third parties.
4. Damage caused by changes in statutory regulations or the handling of legal and inspection standards.
5. Material or immaterial damage caused by application, installation or adaptation of the delivered goods. All things mentioned in the broadest sense of the word.

FINAL ARTICLE:

Article 15:

Deviations from this agreement shall be legally valid if these have been agreed upon in writing. Anything not covered by these terms and conditions shall fall under statutory provisions.

Possible conflicts shall be laid before the subdistrict court in Breda.

APPENDIX

The terms and conditions mentioned in this appendix apply to deliveries destination Germany, Belgium and Luxemburg. Other country's will be delivered EXW (incoterm 2000).

PAYMENT

1. Orders of more than € 750,- shall be delivered door-to-door and post-paid.

An amount of € 37,50,- in transport costs shall be charged for orders of less than € 750,-.

2. Deliveries shall be send C.O.D., or shall be credited to the account of Maris before delivery.

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