

## **Terms of Delivery**

Amsterdam, 10-02-2013

Eco-Groothandel / Hollandwood Dekor Produkties B.V  
Zeebergweg 10  
1051 DE Amsterdam  
The Netherlands

Kvk Amsterdam: 33213413

BTW-nummer: NL 8000-57107B01

### **Clause 1 General**

1. These General Terms of Delivery apply to all agreements entered into between Eco-Groothandel, domiciled in Amsterdam, with another party operating as a company or end user.
2. The applicability of any terms and conditions of purchase or any other terms and conditions of the other party is expressly rejected.
3. Should any of the provisions in these General Terms and Conditions at any time become partially or completely invalid, the remaining provisions of these General Terms and Conditions will remain in full force and effect.
4. In the event that Eco-Groothandel does not insist on strict compliance with these Terms and Conditions on every occasion, this will not imply that the provisions of the Terms and Conditions do not apply, nor that Eco-Groothandel will in any way lose the right to demand strict compliance with the provisions of these Terms and Conditions in other cases.

### **Clause 2 Offers**

1. All offers made by Eco-Groothandel are without engagement unless the offer specifies an acceptance period.
2. Unless the offer states otherwise, all prices quoted are exclusive of applicable VAT.
3. Eco-Groothandel is not obliged to deliver at the price specified in an offer, even if it has been accepted, if such is based on a slip of the pen or misprint.
4. If a customer accepts an offer, Eco-Groothandel shall be entitled to revoke the offer within two working days.
5. An offer or proposal will become invalid if the product to which the quotation or offer relates is no longer available.

### **Clause 3 Agreement**

1. An agreement will come into effect if Eco-Groothandel has confirmed an order in writing or actually executed the order.

### **Clause 4 Price increase**

1. If more than two months elapse between the agreement coming into effect and the delivery and during such period Eco-Groothandel's cost-price factors rise to such an extent that the cost price to Eco-Groothandel has risen by more than 5%, Eco-Groothandel shall be entitled to charge a higher sales price in proportion to the increase in cost price.

### **Clause 5 Force Majeure**

1. Force Majeure means: any situation in which Eco-Groothandel is unable to fulfil all or part of its obligations due to circumstances beyond its control.
2. Force Majeure includes at least the following situations: natural disasters, war, national or international armed conflict and/or preparation for armed conflict, measures taken by domestic or foreign governments, shipping and/or haulage companies failing to fulfil their agreements, emergency situations, such as a fire or strike, in the factories that manufacture the goods concerned.
3. Eco-Groothandel shall also be entitled to claim Force Majeure if the situation preventing the (further) fulfilment of the agreement arises after Eco-Groothandel should have fulfilled its

obligation.

### **Clause 6 Call-off orders**

1. If a Call-Off Period has been agreed between Eco-Groothandel and the other party, all reasonable costs incurred as a result of the other party failing to take timely delivery, will be charged to the other party.

### **Clause 7 Cancellations**

1. The other party will only be entitled to cancel the agreement or return delivered goods with the prior written consent of Eco-Groothandel.  
2. If, on the grounds of Paragraph 1 of this Clause, the Agreement is cancelled or the goods returned, the other party shall be under obligation to pay Eco-Groothandel all reasonable costs actually incurred and the lost profit.

### **Clause 8 Delivery**

1. Orders with a value of more than what is specified on the website for each individual country (ex. VAT) will be delivered carriage paid. Eco-Groothandel will then pay the haulier.  
2. The actual delivery will be made to the place nearest the works or warehouse that the transport vehicle can safely reach via a road suitable for the vehicle concerned.  
3. The other Party is obliged to take receipt of the goods as soon as may reasonably be expected after the transport vehicle has arrived. The other Party shall allow normal unloading times.  
4. Should the other Party fail to fulfil its obligations laid down in this Clause satisfactorily, Eco-Groothandel will be entitled to charge all costs incurred to the other Party.  
5. Any extra costs due to customs, import taxes, or errors in the provided address shall be paid by the other Party.

### **Clause 9 Risk**

1. Delivery shall be made at the risk of Eco-Groothandel subject to the conditions imposed by the haulier.  
2. The goods will be unloaded for the account and at the risk of the other Party.  
3. In the event of delivery ex. factory, the risk shall pass once the goods have been loaded.

### **Clause 10 Obligations of the other Party**

1. In the event of delivery carriage paid in compliance with the provisions of Clause 8 the other Party must have any visible shortcomings and/or damage noted immediately on the delivery receipt or have the haulier make a written report.  
2. The other Party must inspect the goods within 24 hours, to verify compliance with the agreement, especially in respect of quality and quantity.

### **Clause 11 Claims**

1. A claim on the part of the other Party that the goods delivered do not comply with the agreement cannot be submitted unless the other Party reported such to Eco-Groothandel in writing and in detail within 48 hours of delivery.  
2. Failure to act in accordance with Clause 10 Paragraph 1 will mean that the other Party will not be entitled to claim any defects and/or damages.  
3. The other Party must provide evidence that the goods delivered do not comply with the agreement.  
4. Eco-Groothandel will be entitled to correct any defects and thus to comply with the agreement as yet.  
5. If the complaints prove to be unfounded, Eco-Groothandel may recover the costs incurred from the other Party.

## **Clause 12 Liability of Eco-Groothandel**

1. With respect to the goods delivered Eco-Groothandel shall be liable subject to the following provisions only:
  - 1.1 in the event that Eco-Groothandel has issued a guarantee, Eco-Groothandel shall accept liability insofar as pursuant to the guarantee;
  - 1.2 Eco-Groothandel's liability will cease in the event of Force Majeure;
  - 1.3 Eco-Groothandel's liability will at all times be limited to an amount equivalent to the invoice value exclusive of VAT.
2. Eco-Groothandel will not be liable for any loss of profit or exceptional costs incurred by the other Party. Eco-Groothandel will never be liable for consequential damage, including consequential loss, loss of income, savings foregone and losses caused by business interruption.
3. The other Party shall indemnify Eco-Groothandel against any third-party claims based on a breach of copyright on account of orders placed with Eco-Groothandel by the other Party.

## **Clause 13 Delivery Time**

1. The delivery times specified by Eco-Groothandel are not to be deemed deadlines unless expressly agreed otherwise. If a delivery time is exceeded the other Party must issue Eco-Groothandel with a written notice of default. Eco-Groothandel must then be offered a reasonable period within which to comply with the agreement.
2. If the delivery delay remains within reasonable limits, this will constitute no reason for the other Party to demand cancellation of the agreement.

## **Clause 14 Terms of Payment**

1. Payment is to be made beforehand (unless otherwise agreed) without any discount or set-off, in the currency stated in the invoice.
2. Should the other Party fail to make timely payment of an invoice the other Party will be legally in default. Interest of 1% per month will then be payable by the other Party.
3. Eco-Groothandel shall be entitled to use a debt-collection agency to enforce payment. All related costs of such will be for the account of the other Party.

## **Clause 15 Retention of title and right of pledge**

1. All goods delivered will remain the property of Eco-Groothandel until full payment has been made.
2. The other Party may only sell any goods of which Eco-Groothandel retains the title as part of normal business operations.
3. The other Party is obliged to cooperate with any measures Eco-Groothandel chooses to adopt to protect its retention of title and/or to recover its property.

## **Clause 16 Intellectual property**

1. Eco-Groothandel shall remain owner of the copyright and the rights to all drawings, models, designs and calculations.
2. The other Party will never be entitled to use the rights stated in Paragraph 1 without the prior written consent of Eco-Groothandel.
3. If Eco-Groothandel demonstrates that its rights have been breached, Eco-Groothandel shall at all times be entitled to claim compensation and the other Party shall be obliged to pay such compensation.

## **Clause 17 Applicable law and disputes**

1. All agreements between Eco-Groothandel and the other Party will be governed by Dutch law.
2. Any disputes, including those considered such by one of the Parties only, will be settled by the competent court in the District in which Eco-Groothandel has its head office.
3. These Terms and Conditions have been filed with the Chamber of Commerce in Amsterdam.
4. The applicable version will always be the last-filed version.
5. The Dutch wording of the General Terms and Conditions shall always determine the interpretation thereof.