

not be attributed to either party, the other party is released of his obligations for that period.

2 If performance of the contractual obligations for one of the parties remains entirely or partially impossible due to a reason that cannot be attributed to him, both parties shall make such efforts as reasonably and fairly required in order for the agreement to be performed in its entirety or in part at a later date. Parties shall confer on this matter. If the parties fail to reach an agreement then the parties have the right to dissolve the agreement in its entirety or in part subject to compensation payable to the other party of the reasonably incurred costs.

**ARTICLE 15 - Conformity and warranties**

- The delivered goods must possess the properties that the customer on the basis of the agreement may expect in case of normal use thereof (conformity). This also applies to special use insofar this is provided for by the parties when concluding the agreement. If these expectations are not met, the customer has the right to repair, replacement, cancellation and/or price reduction.
- The company provides, on top of his legal obligation outlined in paragraph 1, the customer with a guarantee on the delivered goods, insofar it concerns defects in respect of which the company is unable to sufficiently demonstrate that these are the result of not being used for the designated corresponding purpose. Unless explicitly shown from the contents of the offer or agreed otherwise in writing or electronically, the guarantee is given according to the following system:
  - up to one year after the invoice date:* the costs for repair or replacement, including the cargo- and call-out charges, are completely payable by the company;
  - one year and up to two years after the invoice date:* the cost for repair or replacement, including the cargo- and call-out charges, are for 2/3 part payable by the company;
  - after two years and up to three years after the invoice date:* the costs for repair or replacement, including the cargo- and call-out charges, are for 1/3 part payable by the company.
 The right to replacement is not provided to the customer insofar the defect can be repaired to a reasonable extent.  
 The right to compensation for the cargo- and call-out charges are limited, after moving to an address outside the Netherlands, to the costs that the company would have made if the customer had remained living at the address where the goods were delivered.
- The obligation of the company with regard to conformity as stated in paragraph 1 and any product guarantee specified in paragraph 12, do not come under the down payment guarantee provided in Article 17 paragraph 1.
- The date of submitting the complaint by the customer is decisive for the application of the abovementioned system.
- If a further guarantee is given by the manufacturer of the goods to the company then this guarantee shall also apply to the customer.
- Guarantee provisions only come into effect in case of designated corresponding use of the delivered goods or of the executed work.
- The customer is under obligation to take due and proper care of the goods, which is understood to mean that the goods are correctly and adequately maintained and treated judiciously.
- Deviations to the delivered good in respect of colour, wear-resistance, structure and such like, which from a technical point of view is acceptable according to valid, usual norms, or commercial usage, can limit or rule out the right to guarantee and/or compensation.

**ARTICLE 16 - Liability**

Without prejudice to his liability based on the law and that which between the parties is agreed, the company is not responsible for damage resulting from causes that the company did not know nor should have known, such as:

- the occurrence of splits and/or hairline fractures as a result of gradual damp reduction in newly built or renovated structures;
- the occurrence of discolorations, splits and/or hairline fractures caused by the direct effect of heat sources, such as, the sun, central heating pipes, open hearths, gas and electrical heaters;
- extreme changes in the atmospheric humidity percentage or temperature or a too high or too low atmospheric humidity percentage in the concerned area and the surrounding areas;
- an incorrect composition of the in-between- and or subfloor, if and insofar this was not done by the company or an insufficient smooth subfloor, if and insofar this was not done by the company. The company informs the customer of the insufficient smoothness before performance of the work commences;
- non-permanent staying dry of the floor, providing that the company prior to this, has taken adequate measures of the degree of humidity of which the results did not prevent the work from being carried out.

**ARTICLE 17 - Down payment guarantee**

- This arrangement is for benefit of the consumer, who with a member of the SG CBW, the company, has concluded an agreement of purchase or sale or another agreement in the context of home furnishing. The agreements concluded with business clients do not come under this arrangement. The obligations of the company with regard to conformity, mentioned in paragraph 1 of Article 15 and any product guarantee mentioned in paragraph 2 of that Article, do not come under the down payment guarantee of the SG CBW.
- This arrangement applies if all four conditions set out below have been duly met:
  - there is an agreement as specified in paragraph 1;
  - the consumer has made a down payment;
  - a suspension of payment is granted to the company, his bankruptcy is declared or statutory rescheduling of debt is declared applicable to him as natural person, and
  - in connection with the above, the agreement stated in sub a, is not or not completely executed nor is the down payment paid back within three months after the suspension of payments, statutory rescheduling of debt being declared applicable or the pronouncing of bankruptcy.
 For the application of this arrangement it is further required that the consumer at the very latest within three months after the provisions set out at a, b, c, d are fulfilled, has applied for application of this arrangement in writing or electronically with the SG CBW.  
 The consumer must hereby in any case produce a copy of the agreement, proof of his down payment as well as a copy of the announcement of the curator/administrator that the agreement will not be carried out and that the down payment will not be reimbursed.
- In the event paragraph 2 is applicable, the SG CBW shall at the very latest within two months after an appeal has been made on this arrangement, inform the consumer if he/she is considered eligible for application of the down payment guarantee. If so, the SG CBW shall within the aforementioned term of two months provide the consumer with a list of participants where a substitute purchase can be effected. Subsequently, within six months the consumer can conclude, with the company of his choice and from his normal collection and on his normal delivery terms and con-

ditions, one or several agreements for the delivery of home furnishing items or the provision of services in the field of home furnishing. In that case, the amount payable will be reduced by the down payment already paid by the consumer, however, up to a maximum of 15% or 25% of the original owed price or up to a maximum of 15% or 25% of the new price, if the new price is lower than the original price. The percentage is the originally agreed down payment percentage, taking account of the maximum starting percentages.  
 The following maximum down payment percentage of 25% applies to all products with the exception of the products mentioned below.  
 A maximum down payment percentage of 15% applies to:
 

- kitchen/bathroom or parts thereof, or sanitary items and/or any work to be performed in connection with these products;
- parquet, floorboards of solid wood, marmoleum, natural stones- gravel-, gravel tile-, cork, laminate floors and/or any work to be performed in connection with these products.

 The consumer is not entitled to the arrangement if the substitute purchase is concluded without verification by the SG CBW or if the purchase is made with a member not included on the list.  
 The consumer must present the letter from the SG CBW stating he/she is entitled to the down payment arrangement to the company where the substitute purchase is made.
 

- The consumer is under obligation to provide all required details to the SG CBW and to transfer his demands on the original company – up to a maximum amount to be reduced in accordance with paragraph 3 – to the SG CBW.

**ARTICLE 18 - Complaints**

Complaints on the performance of the agreement must be, completely and clearly described, preferably in writing or electronically, submitted in a timely fashion to the company after the customer has discovered the defects. In case of a consumer's purchase of a movable good, a notification within a term of two months after the discovery of the defect shall be deemed in any case to have been made in a timely fashion. Any non-timely submitting of the complaint may result in the customer losing his rights in the matter in question.

**ARTICLE 19 - Settlement of disputes**

- Disputes between the consumer and the company concerning the realization or the performance of the agreements by the company with regard to services or goods delivered or to be delivered, may be brought by the consumer or the company before the Geschillencommissie Wonen (Home Furnishing Disputes Commission), Bordevijklaan 46, Post box 90600, 2509 LP Den Haag (www.sgc.nl).
- Disputes are not considered by the Disputes Commission unless the consumer has first submitted his complaint to the company.
- After the complaint has been filed with the company, the dispute must be at the very latest brought before the Disputes Commission three months after the arising thereof.
- When a consumer brings a dispute before the Disputes Commission, the company is bound to his choice. If the company wishes to bring a dispute before the Disputes Commission, he must request the customer to stated within five weeks if he is agrees to this. The company must point out to the customer that after expiry of this term, he will fee free to bring the dispute before the Commission.
- The Disputes Commission shall render its decision taking account of the provisions contained in the applicable regulations. The decision of the Disputes Commission is made in accordance with these regulations in the form of an advice with binding effect on the parties in interest. In addition, the regulations provide for solving the dispute by offering an mediation expert. If required, the regulations will be forwarded by the Home Disputes Commission. Handling of the dispute by the Commission is subject to a fee.
- Only the court or the abovementioned Disputes Commission shall have competence to take cognisance of the disputes.

**ARTICLE 20 - Compliance guarantee**

- The SG CBW stands surety towards the consumer for due compliance with a binding advice given by the Disputes Commission and the decision made the mediation expert, unless the member has submitted the binding advice within two months after the date of issue thereof to the court for the purpose of adjudication and insofar no appeal has been or can be made to the down payment guarantee stated in Article 17 in respect of the agreement serving as a basis for the binding advice or the settlement agreement.  
 For the application of this guarantee it is required that the consumer, within three months after the term has expired within which the company must have complied with the binding advice or the settlement agreement, appeals in writing or electronically to the SG CBW for that purpose.
- The SG CBW does not provide a compliance guarantee if, before adjudication on the dispute has started, one of the following situations apply:
  - the member has been granted suspension of payment;
  - the member is declared bankrupt or statutory rescheduling of debt is declared applicable on him as natural person;
  - the company activities of the participant have actually been discontinued.
 The decisive factor in this situation is the date on which the discontinuation of the company is registered in the Trade Register, or an earlier date as of which the SG CBW can sufficiently demonstrate that the company's activities are have actually ceased.
- If a situation as outlined in paragraph 2 under a, b, c arises after adjudication on the dispute has started, but before the binding advice is pronounced or the settlement is laid down, compliance with the binding advice or the settlement agreement is guaranteed up to a maximum of €2,269.- for kitchens, bathrooms or sanitary items and of €1,361.- for all other products, subject to the condition that the consumer transfers the entire claim to the SG CBW. If recovery by the SG CBW from the concerned member is reasonably feasible, the amount recovered will be paid to the consumer provided that this amount together with the earlier paid amount does not exceed the total value as specified in the binding advice or the settlement agreement.

**ARTIKEL 21 - Netherlands law**

All agreements subject to these terms and conditions shall be governed by Netherlands law.

Shops that are CBW-approved, have sales conditions that provide you extra protection with your purchase.

•For example, **secure down payment**, if a shop goes bankrupt then you will not loose your down payment.

•They offer an extra **good guarantee**, at least 3 years.

•If something still goes wrong, then there is an **independent disputes commission** that will ensure a suitable solution.



# Congratulations!

You have made the right choice. You have chosen a CBW-approved shop.

This will enable you to take advantage of the numerous benefits, and even more importantly, you will enjoy more security.

CBW-approved shops adhere to the General Conditions that are aimed to offer extra protection to the consumer. They are established in cooperation with the Consumers' Association (Consumentenbond).

Herein all the rules are set down that are important to you, such as down payment, delivery time, delivery, payment, transport, guarantee, etc.

CBW-approved shops offer more security than other home furnishing shops, because they follow an approval system consisting of three

guarantees. In the area of secure down payment for example. If a shop goes bankrupt, then you have not lost your money. They also offer an extra good product guarantee. Moreover, should something still go

wrong, then you can submit your complaint to an independent

disputes Commission, with the certainty that a suitable solution will be provided. Further details on how the approval system precisely

works can be found in the General conditions. The CBW-shops, varying from furniture-, kitchen- and parquet firms to

shops selling carpet, bathrooms, bedrooms and curtains, can be recognized by the special CBW-approved logo. We recommend that you

always pay special attention to the CBW-approved logo on the shop door if you buy something for your interior.

Because if you buy CBW-approved, you can't go wrong with your purchase!

## GO TO WWW.CBW-ERKEND.NL FOR MORE INFORMATION ON THE CBW AND THE APPROVAL SYSTEM.

THERE ARE ABOUT 4000 CBW-SHOPS IN THE WHOLE OF THE COUNTRY. THEY CAN BE RECOGNIZED FROM THE CBW-ERKEND LOGO WITH THE YEAR INDICATED. AT WWW. CBW-ERKEND.NL YOU WILL FIND A LIST OF CBW-APPROVED SHOPS.

NO RIGHTS OR OBLIGATIONS CAN BE DERIVED FROM THE TEXT ON THIS PAGE, FOR THIS WE REFER YOU TO THE ARTICLES IN THE GENERAL TERMS AND CONDITIONS.

## GENERAL TERMS AND CONDITIONS OF THE CBW

These general terms and conditions of the Furniture Retailers Association CBW (Centrale Branchevereniging Wonen) have been established in consultation with the Consumers' Association (Consumentenbond) in the framework of the Coordination group Self-Regulation Consultations (Coördinatiegroep Zelfreguleringsoverleg or CZ) of the Social and Economic Council (Sociaal-Economische Raad or SER) and entered into force on 1 December 2005.

These General Conditions of Purchase were originally drawn up in the Dutch language. If use is made of a translated text, any possible lack of clarity resulting from the translation will be resolved on the basis of the Dutch text.

### ARTICLE 1 - Definitions

- In these terms and conditions, the following terms are understood to mean:
  - The company: the sales persons/contractor who, as member of the CBW, concludes an agreement or would like to conclude an agreement with the customer;
  - The customer: the buyer/client or a person who concludes or wishes to conclude an agreement with the company;
  - The business client: the buyer acting in the course of a profession or a business;
  - The consumer: the customer not acting in the course of a profession or a business;
  - Delivery: the actual offering of the purchased goods and/or the agreed goods and/or semi-finished products to the customer;
  - Completion: the making available of the agreed goods and/or work, ready for use as agreed;
  - Agreement concluded over distance: the agreement whereby up to and including the concluding of the agreement, exclusive use is made of one or more techniques for communication over distance;
  - SG CBW: CBW Guarantee Regulations Institute (Stichting Garantieregelingen CBW) charged with implementing and enforcing the warranty regulations specified in Articles 17, 19 and 20 of these terms and conditions;
  - Floor: subfloor and/or in-between floor and/or floor covering material;
  - Subfloor: the existing base on which the work has to be executed;
  - In-between floor: the material that is placed between the subfloor and the floor covering material, not being the repair material of the subfloor.
- The agreement, offer, delivery or service may, if this is agreed, relate to connections, installation, fitting, and other activities. This is understood to include:
  - Connections: the connecting of all in- and outlet pipes and cables on the already present and correctly installed connection points;
  - Installation: the laying down of all in- and outlet pipes, cables and connection points, necessary for the proper out-fitting of the goods;
  - Assembling (placing): the assembling and fitting of the goods or part of it;
  - Other activities: demolition- and building activities, the levelling of floors and walls and tile working.

### ARTICLE 2 - Validity

These terms and conditions may exclusively be used by the members of the CBW.

### ARTICLE 3 - Intellectual property

- The company retains for benefit of itself, if and insofar as possible, the intellectual property on, amongst other things, whether or not enclosed with the offer, provided designs, images, drawings, samples, patterns and models. They must be returned without delay upon demand of the company, without prejudice to any other legal remedies available to the company to safeguard its rights.
- The customer is not permitted to remove or change specifications regarding rights of intellectual property on/in the services delivered or made available by the company.
- The customer is forbidden to duplicate, make public, exploit or exhibit in any way material of the company that are vested with intellectual property rights without the permission of the company.

### ARTICLE 4 - The offer

- All offers are valid for the duration of 18 days following the date of the offer, unless it is otherwise stated in the offer. Offers are based on the information, drawings and sizes derived from these as provided by the customer and on any measurements taken by the company. The customer undertakes to inform the company about facts and/or circumstances that may affect the performance of the agreement, insofar as he knew or should know these. For all floors the longest length and the widest width is taken and kept to when measuring the surface area. Designs, images, drawings, specifications of sizes and shapes, patterns and models originating from the company will be as accurate as possible.
- A full description of the goods to be delivered and the work to be performed, the total (purchase) price as well as the delivery time and the risks to both parties shall be expressly indicated in the offer.
  - In the offer the company will point out to the customer his or her obligation to duly care for the Articles, materials and equipment of the company that are present on the work site, without prejudice to the legal payable by of the customer.
  - For goods ordered on demand the offer contains, besides a description of this term, also information on the elements mentioned in paragraph 6 of Article 6.
  - The offer provides insight into the price of the materials and in the pricing method that will apply to the performed activities: contract price or cost plus contract.
    - for the contract price method, the parties agree a fixed price for which the work shall be executed;
    - for the cost plus contract method, the company draws up an accurate specification of the price factors, (including the hourly rate and unit prices of the required materials).
  - At the request of the consumer, the company can provide an indication of the anticipated execution costs by mentioning a so-called guide price.
  - The payment conditions are set down in the offer.
- All activities that are not mentioned in the offer do not come under the agreement and can result in price increases.
- The customer ensures that the company has the opportunity to carry out the activities in the way these should be carried out. If onsite specific obligations rest on the consumer, the company shall explicitly indicate this in the offer. This includes, for example, the obligation that the property in which the work will be carried out, is fully glazed or the requirement that the floors are free from lime, cement and the remains of dirt and from loose parts and the obligation that the installation points, the cables and the outlet pipes are present in conformity with the plans of the company.
- If the customer does not accept the offer, the company is legally entitled to charge the costs

incurred for making up the offer, provided he notifies the consumer of the existence of these costs and the amount of these immediately before or at the time of the request for the offer, either in writing or electronically. If the company makes use of its right and the customer has met the costs, the plans enclosed with the offer become the property of the customer, without prejudice to the intellectual property of the company. Agreements concluded over distance are subject to the provisions laid down in Article 7:46c of the Civil Code.

### ARTICLE 5 - The agreement

The down payment

- When entering into an agreement with a customer, the company is legally entitled to request a down payment. The amount of the maximum percentage is dependent on the product. The warrant referred to in Article 17 of these terms and conditions applies to this down payment, provided it is carried out according to the procedure laid down in said Article. In case of an agreement concluded with a business client (not a consumer), a down payment may always be requested to which no maximum percentages apply.
- For all products with the exception of the products given below, a maximum down payment percentage of 25% applies. A maximum down payment percentage of 15% applies for:
  - kitchen/bathroom or any parts thereof, or sanitary Articles and/or work activities to be performed in connection with these products;
  - parquet, floorboards of solid wood, marmoleum, natural stones- gravel-, gravel tile-, cork, laminate floors and/or the work to be performed in connection with these products.
- Price adjustments
- If after the conclusion of an agreement with a consumer but before the completion- or delivery a change in the price occurs, this change shall have no influence on the agreed price, if this occurs within three months after the conclusion of the agreement.
- Price changes after the abovementioned period of three months are charged on to the consumer. The consumer may either agree to the changed price or he may cancel the agreement as specified in Article 12. This is only different if at the time of concluding the agreement the company announces that the delivery time will be longer than three months.
- Price changes are charged on to business clients.
- The provisions laid down in paragraph 4 of this Article is not applicable to price changes in the framework of clearance sales, closing down sales, showroom models, reductions, actions, offers and such like.
  - Retention of title
- The company remains the owner of the goods sold by him to the customer for as long as the customer has not completely paid the purchase price and any surplus amount due to the company. The customer undertakes to ensure the careful treatment of the goods, and has not right to hand over, to pledge or to borrow out said goods to any third parties or to remove these goods or to attempt to remove them from the area where they were delivered to, until the entire purchase price as well as any additional interest and incurred that have been rightfully claimed, have been paid in full.
- In the event that the customer, referred to in the preceding paragraph, is granted suspension of payment, has been declared bankrupt or has become subject to statutory debt rescheduling as a natural legal person, the company has the right to cancel the agreement in its entirety or in part without a notice of default or court intervention being required.
  - Providing surety in respect of business clients
- In case of an agreement concluded with a business client, the company is entitled, before delivering or continuing with the delivery or fulfilment of the agreement, to demand security for duly meeting the payment obligations on the part of the customer.
  - Compensation in respect of business clients
- In the performance of an agreement concluded with a business client, the company is never under obligation to pay any compensation other than what has been explicitly provided for in these terms and conditions, in particular as concerns the compensation of other direct or indirect damage, including damage suffered by third parties, loss of profit and such like.
  - Call-out charges
- The company is entitled to charge call-out charges, provided this has been agreed at the time of concluding the agreement.
  - Agreements concluded over distance
- Article 7:46d of the Civil Code applies to an agreement concluded over distance.

### ARTICLE 6 - The delivery time

- Delivery time is understood to mean the term established in the agreement, within which the service must have been performed. The delivery time shall be deemed to be a fixed term unless an estimated delivery time has been agreed on.
- In case the estimated delivery time is exceeded, an extension of this term shall be granted to the company in order to still make the delivery. This extended term is equal to the original estimated delivery time subject to a maximum period of one month. If the company still delivers within this extended term, a possible price increase having occurred within this term shall not be charged on to the customer.
- In case the extended term or the fixed agreed delivery time is exceeded, the customer has the right to cancel the agreement or to claim damages without a notice of default or court intervention being required.
- In case the extended term of the fixed agreed delivery time is exceeded, the company, if an agreement was concluded with a business client, shall not be liable for any consequential damage in any form.
- In case of an agreement concluded with a consumer, the company is obliged to compensate the damage related to the exceeding of term to such extent that, given the nature of the liability and the nature of the damage, it can be attributed to the exceeding of that term.
- If ordering on demand, meaning the announcement of the customer that the goods can be ordered, is agreed, the agreed fixed or estimated delivery time applies as from the time of the demand. The demand must be made within nine months after the agreement was concluded, unless agreed otherwise. If no demand is made within this term, the company shall remind the customer in writing or electronically and provide an extra maximum three months in order for the demand to still be made. After expiry of this term, the agreement shall be deemed to have been cancelled upon which Article 12 becomes applicable.
- Article 7:46f of the Civil Code in conjunction with paragraph 2 of Article 7:46j of the Civil Code applies to agreements concluded over distance.

### ARTICLE 7 - Rights and duties of the company

- The company delivers the agreed goods correctly and reliably and according to the stipulations

provided in the agreement. The company performs the activities to be performed by him properly and in accordance with the stipulations provided in the agreement.

- The company shall take due notice if the legal stipulations when delivering good or performing the work, as these are or will be in force at the time of the delivery/performance.
  - The company is under obligation to inform the customer in time and before concluding of the agreement that the customer is compelled to ensure that the place where the work is to be carried out is suitable for this work to be carried out, such as: the place where the completion/delivery must occur can be reliably closed off; the constructional and/or installation stipulations have been duly met; electricity, heating, water and sufficient ventilation is present. If the company fails to satisfy his obligation set out in this paragraph, he must pay the ensuing damage suffered and costs incurred to the customer. The direct damage and costs suffered by himself are in that situation for his own account.
  - The company shall further notify the customer of:
    - any incorrectness in the assignment or commissioned work, including working on an unreliable foundation;
    - defaults and unsuitability of goods, including materials or equipment made available by the consumer;
- this insofar as the company is aware of these or should reasonably be aware of. If the company fails to satisfy this information obligation, he will be held liable for the damage, unless this cannot be attributed to him.
- The company provides information on the necessity and use of special equipment such as a lift or a crane, provided he is informed by the customer, as may be expected from him insofar as his expertise allows. Parties will make further agreements for whose account and risk the use of said special equipment will be.
  - The company shall continue the work after the start thereof on a regular basis.
  - The company shall see to it that the work is carried out on site by expert persons.
  - The company has in principle the right to extension of the term if the performance of the work is delayed as a result of circumstances that the customer is accountable for.

### ARTICLE 8 - Rights and duties of the customer

- The customer enables the company to deliver the goods or to carry out the work.
  - The customer ensures that the company shall have, in a timely fashion, at its disposal the necessary approvals (permits etc.) for the work and furnish data required for the work such as the place where the pipes are situated.
  - The customer is under obligation to ensure that the place where the work must be carried out, is suitable for this to be carried out, such as: the place where the completion/delivery must take place can be reliably closed off; the constructional and/or installation stipulations must be fulfilled; there is electricity, heating, water and sufficient ventilation present. If the consumer does not fulfil his duty, he must compensate the company for the demonstrable direct damage and reasonable costs suffered. The damage and costs suffered directly by him are for his own account.
  - The customer carries the risk for damage caused by:
    - incorrectness in the commissioned work;
    - incorrectness in the constructions and working methods as desired by the customer;
    - defects in respect of the (im)movable goods on which the work is carried out;
    - defects in respect of materials or equipment that is made available by the customer.
- This does not relieve the company of its duty to refer the customer to paragraph 4 of Article 7.
- The customer informs the company of special circumstances that, for example, make the use of a lift or crane necessary. Parties agree for whose account and risk the use of the special equipment is. If the customer has failed to adequately provide information on the costs of the use of the special equipment is for his account.
  - The customer must ensure that work by and/or deliveries from third parties that do not form part of the work of the company, are carried out such and in such time that the implementation of the work does not suffer a delay because of this. If, however, delay in the sense of this paragraph should occur, the customer must inform the company of this in a timely fashion.
  - The customer ensures that in the area where the activities take place or have taken place, no other activities are carried out that could cause damage.
  - The customer ensures that the place of the delivery of the goods is easily accessible, that furthermore, insofar that this lies within his powers, everything possible is done in order to ensure an as smooth as possible completion/delivery and, if applicable, that the area where the work is to be carried out is available in a timely fashion.
  - If the commencement or the progress of the work is delayed by circumstances as outlined in the preceding paragraphs, the customer must compensate the company for the associated damage resulting from this, provided these circumstances can be attributed to the customer.
  - The customer is under obligation to take proper care of the items, materials and tools of the company that can be found on the worksite until the purchase price is completely paid up, which care obligation he preferably materialised through taking out relevant insurance.
  - The customer, who, against explicit advice of the company, insists on the performance of specific work activities, is liable for the damage resulting from this.

### ARTICLE 9 - The storage of goods

- In the event that the agreed goods, after their presentation for delivery on the agreed delivery date, are not accepted, for a reason other than because of any defect upon delivery or because the customer refuses to accept the goods, the company shall within a reasonable term make a second delivery. After such refusal or second delivery, if applicable, the company is entitled to charge the customer the storage costs and any further demonstrable damage and reasonably incurred costs.
  - In the event the second delivery is not accepted either, the company shall:
    - demand fulfilment of the agreement and charge storage costs, further demonstrable damage and reasonably incurred costs;
    - or first store the goods for 30 days charging storage costs to the customer;
    - if the goods to be delivered are still not taken by the customer, the company is entitled to consider the agreement cancelled as referred to in Article 12. If the company considers the agreement cancelled, the cancellation amount is increased by the amount of the storage costs for the 30 days.
- In case of a refusal, whether after the first or second delivery, the company may act as provided under a, b or c. at his discretion.
- If the goods are paid for by the customer, the company shall for a maximum of three months keep the goods in storage, whereby reasonable internal and external storage costs are charged to the account of the customer, taking account of the purchase price of the goods and the duration of the storage period, unless agreed otherwise.

- If the customer after three months still does not take possession of the goods, then the agreement is considered cancelled as specified in Article 12, whereby reasonable internal and external storage costs made by the company may be charged. If the company decides to do so, the consumer must be informed of this intention in advance either in writing or electronically.
- The risk of fire and damage is covered by the insurance of the company in the case of a consumer sale for account of the company.

### ARTICLE 10 - Transport and damage upon delivery

- The agreement, unless otherwise agreed, includes transport of the purchased goods by the company who also bears the risk of damaging and loss. In the event the purchased goods are delivered by a professional transporting firm, it is the payable by of the company to arrange for adequate insurance coverage.
- If upon delivery damages are established, the customer must make note of the damaging on receipt of the goods. If upon delivery no opportunity exists to establish possible damages to the delivered goods, this must be stated by the customer on the receipt. It is strongly recommended that perceptible damages be notified to the company at the very latest within two working days after delivery.

### ARTICLE 11 - Payment

Purchase and sale

- Every agreement of purchase and sale, also if this includes acceptance of work, takes place under the following general condition: net cash payment upon delivery. Cash payment includes remittance of the owed amount to a bank- or giro account number given by the company at the time of delivery, or payment by means of bank approved forms of electronic payment.
  - If the company makes a delivery under an agreement of purchase and sale in parts, it is entitled to demand payment with every part delivery. For every part delivery, the customer receives a part invoice.
    - Acceptance of work
  - For an agreement concluded exclusively in respect of acceptance of work, the following general payment condition applies:
    - at the time of giving the assignment 25% respectively 15% of the agreed price dependent on applicable maximum down payment percentage laid down in Article 5.
    - after the supply of the materials 45% respectively 55%
    - immediately after the completion 20% and
    - within 14 days after the completion the remaining 10%.
- The customer each time receives for this a part invoice.

Other than with respect to an agreement of purchase and sale, the parties can agree to deviate in writing or electronically from these general payment conditions, for example, that a part of the payment will be effected by instalments in proportion to the progress of the work.

Payment in case of purchase and acceptance of work

- Payment of an invoice or part invoice must take place at the very latest 14 days after receipt or 21 days after the invoice date, unless otherwise agreed.
- Non-timely payment in case of purchase and acceptance of work
- If the customer does not pay on time, he is legally considered, without further notice of default, to be in omission. Nevertheless, the company will send after expiry of the payment term, a payment reminder in which the default is notified to the consumer and giving the consumer the opportunity to pay within 14 days of the receipt of the payment reminder.
- The company is, after expiry of the term specified paragraph 5, authorized without further notice of default to start collection procedures with regard to the amount owed to him. If the company makes use of third parties for collection, the costs incurred up to the amount of 15% of the outstanding principal sum and subject to a minimum of €35,- are payable by the customer.
- If after expiry of the term in the payment reminder as mentioned in paragraph 5, payment has still not been made, the company charges interest from the expiry date of the relevant term for payment as set out in paragraph 4 up to the day of receipt of the owed sum. The interest rate shall be is equal to the legal interest rate.
- Suspension of payment obligation in case purchase and acceptance of work
- In case of a complaint, the customer is exclusively entitled to suspend payment of that part of the invoice that in a reasonable relation exists to the contents and seriousness of the complaint. The suspension possibility provided in paragraph 6 does not apply. This will not release the customer from his obligation to pay the remaining part of the invoice within the agreed term.
- If in the agreement exclusively concerning the acceptance of work, payment in terms is agreed and the company does not satisfy his obligation regarding the progress of the work, the consumer has the authority to suspend his payment of the concerned terms. This does not release the customer from his obligation to pay under paragraph 3 of this Article.
  - Payment by agreements concluded over distance
- Article 7:46g of the Civil Code applies to agreements concluded over distance.

### ARTICLE 12 - Cancellation

- If the customer cancels the agreement, he must pay 30% of the amount that he should have paid at the time of concluding the agreement, unless the parties agree otherwise when signing the agreement. The percentage as meant in the previous sentence is 50%, if the customer cancels the agreement while he has already been informed that the completion or delivery or a part thereof in case of part delivery, can take place.
- The percentages stated in the previous paragraph are definitive, unless the company can prove that the damage he suffered as a result of the cancellation is greater or if the customer can sufficiently demonstrate that the extent of the damage is smaller.

### ARTICLE 13 - Extra costs, contract variations

Extra costs that arise because the customer has been in default of making possible the performance or the progress of the work, will be charged to the customer. Contract variations will be calculated in reasonableness and fairness. In general, contract extras will include all activities and deliveries not included in the agreement and that are carried out at the special request of the customer. Contract reductions are understood to mean: the agreed work that by mutual consent is not carried out. Non-flooring of areas such as columns and recesses are not taken into consideration for deduction. Cutting-loss is not deducted. Upon the request of the customer, the remainders shall be left behind with him by the company.

### ARTICLE 14 - Non-performance of the agreed work due to force majeure

- If performance of the contractual obligations is temporarily impossible due to a reason that can-