

GENERAL SALES, DELIVERY – AND ASSIGNMENT CONDITIONS GRIJSEN

Article 1 (definitions)

- 1.1 **GRIJSEN:** the Dutch private companies with limited liability **GRIJSEN Park & Straatdesign B.V.** (Dutch CC No: 50961640), **GRIJSEN International B.V.** (Dutch CC No: 57426775), **GRIJSEN Project B.V.** (Dutch CC No: 09162735), **Inter Design B.V.** (Dutch CC No: 09181986), as well as any other (eventual) remaining existing and/or future, direct or indirect or directly or indirectly linked to those entities or companies.
- 1.2 **Buyer:** contracting party of GRIJSEN.
- 1.3 **Managerial staff:** staff of – or on behalf of GRIJSEN who do not perform any executive or repetitive activities at all. Employees or staff employed in the organization of GRIJSEN are not managers or Managerial staff, unless Buyer expressly proves the contrary with sufficient supporting documents or evidence.
- 1.4 **DCC** the Dutch Civil Code under Dutch law.
- 1.5 **Transfer:** the legal transfer within the meaning of the DCC.
- 1.6 **Delivery:** the actual delivery to / for the benefit of Buyer.
- 1.7 **Workable conditions:** the conditions – including, but not limited to weather conditions – enabling GRIJSEN to perform the Services or activities or to transfer / deliver the Products.
- 1.8 **Written / in writing:** "written or in writing" also means by electronic means within the meaning of the DCC (such as: mail, SMS, social media and such) or by (tele) fax or any other means of communication.
- 1.9 **Agreement:** the agreement closed between GRIJSEN and Buyer in accordance with 4.1.
- 1.10 **Public Space:** public areas (such as: shopping centers, city parks, playgrounds, roof terraces and such) and / or any other (whether public or not) areas in which the Products are placed for (permanent or otherwise) use after Delivery and/or the spaces or areas by which those Products are (whether or not sustainable) placed or connected with.
- 1.11 **GDPR:** Regulation (EU) 2016/679, being the General Data Protection Regulation, including all (additional) national and international law based on it – and regulations (such as UAVG, meaning the Dutch Implementation Regulation general data protection regulation, all the guidelines and regulations of the DPA and such). Concepts in these General Terms and Conditions that also occur in/come from the GDPR (such as "involve", "processing", "processor", "controller" and such) have the same meaning as defined or described in – or under the GDPR.
- 1.12 **DPA:** the Dutch Data Protection Authority, being the Dutch regulator for (correct) compliance with all regulations under the GDPR.
- 1.13 **Provisional Sum:** the budget of and / or calculated costs upfront relating to the Services or Products or payments to be made by or on behalf of GRIJSEN in the tender or agreement.
- 1.14 **Product(s):** all products, materials or any other (whether or not associated) items, Transferred and Delivered by or on behalf of GRIJSEN to Buyer under the Agreement.
- 1.15 **Service(s):** all activities, services or any other performance (whether or not associated with Products), Delivered by or on behalf of GRIJSEN to Buyer under the Agreement.

Article 2 (applicability and priority)

- 2.1 These General Terms and Conditions shall apply to all offers, tenders / quotations, Agreements and / or other services by or with GRIJSEN, including all contracts or agreements relating to – or arising from the Agreement.
- 2.2 GRIJSEN rejects the applicability of any (general) terms and conditions of Buyer and explicitly rejects such conditions (also within the meaning of article 6:225 DCC).
- 2.3 If one or several provisions of these General Terms and Conditions is/are void(able) or invalid, this does not affect the validity of the other provisions. With regard to this/these provision(s), it/they shall be converted by operation of law by virtue of Article 3:42 DCC.
- 2.4 Where derogations from one or more provisions in these General Terms and Conditions are made or concluded, the other provisions shall remain in force without prejudice. Derogations from these General Terms and Conditions shall only be valid if they have been agreed in writing between GRIJSEN and Buyer.
- 2.5 The applicability of the Convention of International Sale of Goods (CISG) is or shall be expressly excluded and shall not apply to any legal relationships (in the broadest sense of the word) between GRIJSEN and Buyer.
- 2.6 If one or several provisions or stipulations are contradictory to one and another, the following priority applies: Agreements prevail over these General Terms and Conditions or over any additional general rules or conditions, or GRIJSEN may invoke the applicable provision which is most favorable to GRIJSEN.
- 2.7 If Buyer is a consumer, the mandatory consumer laws and regulations prevails. This, only to the extent that the Agreement or these General Terms and Conditions – or in a particular part or article part thereof – may be contrary to this. In that event, the remaining parts which are permissible, will remain in force unabated.

Article 3 (offers, quotations, prices, provisional sum, additional works, & compensation for precontractual activities)

- 3.1 All offers, price lists and quotes from GRIJSEN are always non-binding to GRIJSEN, even if it contains a time limit for acceptance. Offers and tenders do not apply to repeat orders. GRIJSEN is not obliged to backorder previous ordered and delivered Products or Services to Buyer.
- 3.2 All prices, mentioned in quotations, price lists or offers are subject to reservation (including type, printing – or spitting errors), unless expressly agreed otherwise in writing.
- 3.3 All prices or offers are net, excluding: VAT, import and export duties, other taxes, charges and duties, costs of loading and loading and transport, packaging costs, customs clearance costs, storage costs, assembly and installation costs, instruction fees, service – and repair costs, travel and accommodation costs, as well as excluding any other costs related to the Transfer or Delivery of Products or Services, unless otherwise explicitly agreed in writing. All these additional costs (items) are solely and fully accounted for and risk to Buyer.
- 3.4 When issuing a composite quote, GRIJSEN shall never be obliged to supply or supply part of the Products or Services referred to therein and the Buyer may not derive any rights from the (partial) prices specified by GRIJSEN.
- 3.5 GRIJSEN has the right to increase wages, raw material prices, fuel costs, transport costs, storage costs, assembly costs, exchange rates, insurance premiums and public levies (including taxes, import duties and such) or related to all other costs listed in 3.3 to Buyer – for increases, arising after disclosure of the quotation or offer, to be charged to Buyer for those Products or Services or Transfers or Deliveries thereof, which still need to be carried out by or on behalf of GRIJSEN at the moment those increases occur.
- 3.6 If: (1) Buyer wishes any change or amendment to the Agreement or in the agreed work, design or specifications or (2) GRIJSEN has made such changes or amendments (including, but not limited to: other color, other design, other materials or adapted construction or changes in the technical or aesthetic implementation and such) or (3) the information or data provided by or on behalf of Buyer does not correspond in full or not properly to reality or to objective facts and circumstances or (4) more than 10% is deviated from quantities or values estimated by GRIJSEN and/or Buyer, GRIJSEN is entitled to charge an additional fee in accordance with the usual rates applicable to GRIJSEN or – failing thereto – in accordance with the market-based rates at the time of making such changes. Lesser work shall apply only to the extent that GRIJSEN has agreed to it in writing and is calculated on the basis of the value of price-determining factors, applicable at the time of conclusion of the Agreement in accordance with 4.1. Articles 7:752 (2) and (3) DCC, 753(1) DCC, 7:754 DCC and 7:764 DCC shall not apply.
- 3.7 Amounts in tenders and Agreements are based on Services carried out during normal working days. For Services carried out by GRIJSEN in the evenings (after 6 pm) and Saturdays, an increased rate of 150% is applicable, compared to the regulate rate. For Services, carried out by GRIJSEN on Sundays or on generally recognized public holidays, an increased rate of 200% (compared to the regular rate) is applicable.
- 3.8 All (other) activities, Products or Services who are not defined in the tender or in the Agreement, shall also be carried out by GRIJSEN on the basis of recalculation or as additional work for Buyer. Clause 3.6 shall apply mutatis mutandis.
- 3.9 If GRIJSEN, whether or not at the express request of Buyer, in the period preceding the conclusion of the Agreement, performs services or activities on behalf of Buyer who go beyond the regular work for the issue of a quote or quotation (e.g., but not limited to: participate in (construction – or other) meetings, visits or discussions on site, design, sketch, calculations, (production) drawings and/or carrying out engineering work or any other type of preparatory work), then GRIJSEN is entitled to a cost compensation for this work in accordance with the provisions of 3.10 and 3.11.
- 3.10 The right to a cost allowance under clause 3.9 arises and is in any case required from the moment: (1) a maximum period of four months have elapsed after GRIJSEN has performed the last services or activities as described in clause 3.9 and (2) no Agreement has been established within that period.
- 3.11 The cost allowance under clause 3.9 shall be determined on the basis of the time, actually spent on it by or on behalf of GRIJSEN, multiplied by the usual (hourly) rate applicable to GRIJSEN, or in accordance with any other rates (such as, for example, but not limited to: a fee per meeting, per drawing, per calculation and such).
- 3.12 GRIJSEN reserves at all times the right to refuse orders or not convert tenders already issued and already accepted by Buyer into a binding Agreement. This, everything without giving reasons or further explanation.
- 3.13 If, before- or at the time of the conclusion of the Agreement, the price or prices due for the Products or Services have not been explicitly agreed with Buyer or laid down in the Agreement, the regular price or prices of GRIJSEN for those Products or Services are applicable or (in the absence thereof) the market-based price or prices, applicable to the last moment of Transfer or Delivery.
- 3.14 GRIJSEN is entitled- but not obliged – to: (1) settle costs or expenditure incurred by or on behalf of GRIJSEN for which a provisional sum is concluded or calculated on the basis of recalculation with Buyer, based on the prices to be charged by GRIJSEN and/or (2) to include a contractor fee, to be determined by GRIJSEN, in the specific provisional sum(s).

Article 4 (formation of the Agreement and amendments afterwards)

- 4.1 The Agreement between GRIJSEN and Buyer is only formed valid if: 1) GRIJSEN has confirmed in writing with an order confirmation a) the tender or quotation Buyer has accepted or b) the telephone or written order of Buyer and such order confirmation has been approved in writing on behalf of Buyer or 2) a written Agreement is signed and paraphed on behalf of GRIJSEN and Buyer (by a duly authorized director or employee of GRIJSEN and Buyer) or 3) as soon as GRIJSEN has started the execution of the Agreement for which, by their very nature, no written confirmation or Agreement is made as referred to in 1 and 2, in which case the invoice of GRIJSEN subsequently sent is regarded as the Agreement and as the written confirmation in which all Agreements are correctly and in full.
- 4.2 As long as the Agreement has not been formed valid under clause 4.1, GRIJSEN may revoke or amend the offer or quotation at any time.
- 4.3 If there is a revocation or amendment as mentioned in clause 4.2, this leads to a new offer or tender of GRIJSEN. The provisions of articles 3 and 4.1 shall apply mutatis mutandis.
- 4.4 If Buyer made any reservations or changes in his acceptance to the offer or quotation of GRIJSEN or refers in his acceptance to any other (general) terms and conditions, the Agreement will only be formed valid in the event GRIJSEN has explicitly agreed in writing with such reservations, amendments and / or any other (general) terms and conditions and without making any reservations on behalf of GRIJSEN thereby.
- 4.5 Amendments to the Agreement or any derogations from these General Terms and Conditions shall only apply / be valid and binding, if they have been explicitly agreed in writing between GRIJSEN and Buyer.
- 4.6 GRIJSEN is entitled to charge Buyer for increases under clause 3.5, which occur after the formation of the Agreement under clause 4.1.
- 4.7 If the Agreement is formed with multiple Buyers, all Buyers shall be jointly and severally liable towards GRIJSEN.
- 4.8 As long as the Agreement is not formed valid in accordance with clause 4.1, any measures taken or carried out or any (preparation)actions taken by or on behalf of Buyer shall always be for the own account and own risk of Buyer. Buyer will indemnify GRIJSEN for any claims made by third parties related thereto.

Article 5 (quality, description and responsibilities)

- 5.1 GRIJSEN shall be obliged to deliver to Buyer the Products or Services in accordance with the description, quality and quantity under the Agreement. GRIJSEN does or will not provide any other or any more extensive guarantees to Buyer and / or Buyer does or cannot submit any other or any more extensive claims to GRIJSEN.
- 5.2 Unless expressly stated otherwise in the Agreement, all additional works are not included in the Products or Services as mentioned in clause 5.1. Their timely and adequate implementation shall be fully borne and at risk to Buyer. Additional works shall include in any case (but not limited to): electrician, plumbing, soil, masonry, carpentry and painting, work on the soil, soil condition, above or under construction and all other work of an architectural or constructive nature, whether or not relating to the Public Space.
- 5.3 To determine or assess whether GRIJSEN is in default (or not) with its obligations under the Agreement, the aesthetic value or appearance of the Products or Services (whether or not related to the Public Space) will always be excluded or will never be a part of such determination or assessment. The (whether or not factual) aesthetic value or appearance of the Products or Services (also) never results or implies a shortcoming or default of – or on behalf of GRIJSEN.
- 5.4 Design, engineering or any other type of works or Services (other than the manufacture and supply of Products) will always and only be performed by GRIJSEN to its best endeavours.
- 5.5 Buyer is obliged to submit any changes or additions in writing to GRIJSEN, this ultimately within 24 hours after the formation of the Agreement, in the absence of which the Agreement is the starting point for the obligation(s) of GRIJSEN under clause 5.1 towards Buyer.
- 5.6 If Buyer makes any changes or additions to the order confirmation or Agreement as mentioned in clause 5.5, the provisions of 4.3 shall apply mutatis mutandis.
- 5.7 Any samples, images, drawings, sizes, prototypes, test setup or models, shown to Buyer (whether or not in digital or virtual format / version) are for identifying purposes only. This all, without requiring the Products or Services have to be in accordance or consistent with it, regardless if the aforementioned items were shown to Buyer before or after submitting the offer or quotation.
- 5.8 Buyer may and cannot derive any rights from the information or communications made by GRIJSEN related to (technical) product specifications and information as stated on the websites, catalogues, price lists, images, drawings, standardization sheets, virtual representations of its products related to the Public Space or other information containing items, unless this information is included in the Agreement and the Agreement expressly states the contrary.
- 5.9 GRIJSEN accepts no responsibility or liability for: colors, designs, drafts (including logos or other distinguishing marks on waste bins, banks or other Products to be supplied by GRIJSEN, whether or not intended for the Public Space), sketches, statement of capacities and all other (product) specifications in the broadest sense of the word, plans, schedules and such, which are manufactured, disclosed or prescribed by or on behalf of Buyer. At first request of GRIJSEN, Buyer will indemnify GRIJSEN for all claims from third parties related thereto, all claims based on intellectual property rights explicitly included.

- 5.10 Materials or items, submitted by or on behalf of Buyer to GRIJSEN, have to be delivered postage paid and provided with sufficient marking marks as being owned by Buyer (like name, address Buyer and such).
- 5.11 Consultation with GRIJSEN, regardless whether it concerns the possibilities of application for Products or Services delivered (or still to be delivered) by GRIJSEN or it concerns the intended use of those Products or Services by Buyer (or the client of Buyer) never discharges Buyer from its own final responsibility or liability with regard to this.
- 5.12 Unless the contrary explicitly results from the order confirmation or Agreement, GRIJSEN shall never be responsible or liable for the acquisition or the choice of certain Products or Services by Buyer (such as but not limited to: choice of colors, designs, exact location or method of placement in the Public Space, examination of (soil) suitability of the location and such), nor shall GRIJSEN provide any guarantees regarding that and nor for the intended use by Buyer of the Products or Services acquired by Buyer.
- 5.13 Minor or small deviations in quality, color, surface structure, execution / version, weight, size, construction, finishing, technical or aesthetic design and such of the Products will not or never lead to or be considered as a shortcoming or any non-conformity on behalf of GRIJSEN. This, moreover because GRIJSEN (co) works with natural products, like wood and such. The aforementioned minor or small deviations shall not be a ground for Buyer to dissolve the Agreement (in whole or in part), nor shall this justify a reduction in the purchase price due or lead to any other compensation and / or nor shall it give a right to replacement or recovery or lead to a justification for Buyer not to cooperate with the Delivery or installation of the specific Products or Services involved.
- 5.14 GRIJSEN is at all times – without requiring any prior deliberation or prior written consent of Buyer - entitled to have the Agreement carried out in whole or in part by third parties engaged by it or to transfer its resulting rights or obligations under the Agreement to a third party.
- 5.15 GRIJSEN only guarantees that the Products or Services (should) comply with – and correspond to the technical specifications as described in the Agreement. If Buyer wishes to place and use the Products or Services outside the territory of the Netherlands, GRIJSEN does explicitly not guarantee the compliancy thereof with all (possibly applicable) additional laws – and regulations (like local regulations and such). Buyer will indemnify GRIJSEN for claims made by third parties related thereto.
- 5.16 GRIJSEN does not accept or accept responsibility or liability for the functional and/or ergonomic functioning or suitability in the context of working conditions ex Article 7:658 DCC of the Products or Services or for its intended purpose for use. This is because the functional/ ergonomic functioning or suitability in the context of working conditions (also) depends on and/or is mainly determined by several variables on which GRIJSEN has or had no influence, such as (but not limited to): extent and condition of maintenance, type of surface or subsurface, climatic – and other factual circumstances concerning the Public Space(s) or location(s) where, in which or for which the Products or Services will be used or applied by the (actual) end user. Therefore, Buyer will indemnify GRIJSEN from claims made by third parties (such as actual end-users) on that basis, including claims on the basis of product liability (including claims as mentioned in article 6:185 and further DCC).
- 5.17 GRIJSEN does not provide or accept suitability or liability for the (suitability of the) existing underlying structure or soil (including the soil condition) on which the Products or Services must be realized. Buyer shall indemnify GRIJSEN from claims made by third parties related thereto.
- 5.18 Buyer shall be fully liable for all damages, suffered by employees of GRIJSEN employed at Buyer during or in connection with the performance of Services, damage caused by death or bodily injury, consequential damage and damages as mentioned in article 7:658 (4) DCC explicitly included. At first request, Buyer will indemnify GRIJSEN for claims made by employees related thereto.
- 5.19 Buyer is responsible for the presence and validity of any necessary permits, waivers and such in the broadest sense of the word and all associated costs are (exclusively) borne and at risk by Buyer.
- 5.20 Buyer shall be obliged, at the first request of GRIJSEN, to cooperate without delay and free of charge and / or to make all necessary facilities available to GRIJSEN free of charge, including: (1) providing free access to / places or buildings in the broadest sense of the word, (2) providing sufficient and suitable (parking) space, among other things to load and unload, (3) make available: auxiliary forces, fuel, lubricants, scaffolds, ladders, auxiliary assembly – and similar means, electricity, water, gas, heating, a crane, lift or other transport, lift or lifting equipment which comply with all safety requirements and regulations. In the absence thereof, GRIJSEN is entitled to charge the associated additional costs or extra hours as additional work to Buyer in accordance with the provisions of 3.6 and 3.8.
- 5.21 GRIJSEN accepts no responsibility or liability for stagnation, directly or indirectly related to activities to be carried out by third parties or products, to be delivered by third parties.
- 5.22 GRIJSEN shall not be liable for damage caused by death or bodily injury, consequential damage or damage from any other cause relating to the (faultiness of the) materials or components made available on behalf of Buyer for further processing or assembly, irrespective of processing or editing thereof by GRIJSEN or third parties, unless in the event of gross negligence or conscious recklessness of GRIJSEN or from the Managerial staff. Buyer will indemnify GRIJSEN entirely against all claims to compensate for damages from employees of Buyer or GRIJSEN or from third parties.
- 5.23 With regard to the Products and Services, GRIJSEN is not obliged to provide any more extensive guarantees in the broadest sense of the word to Buyer compared to the scope of guarantees, provided to GRIJSEN by the suppliers or producers of the specific Products or Services involved.
- 5.24 With regard to third parties engaged by GRIJSEN, the liability or obligations of GRIJSEN towards Buyer are not or never more extensive, compared to scope of liability or obligations these third parties (will) have towards GRIJSEN.

- 5.25 GRIJSEN reserves the right to identify its Products or Services – whether digital or not – at all times.
- 5.26 As long as Buyer has not yet provided all the documents or information necessary for the execution of the Agreement to GRIJSEN, GRIJSEN is not required to execute its obligations arising from the Agreement.

Article 6 (delivery times, delivery, delivery / delivery and risk)

- 6.1 The terms specified by GRIJSEN are only indicative and not / never fatal or binding. If applicable terms are exceeded, GRIJSEN shall not be or become in default and Buyer shall not have the right to dissolve or otherwise terminate the Agreement. In that case, a prior, proper and written notice is required, which includes a minimum period of twelve (12) weeks (among other things because of production times, lead times and such), which period shall also apply where Buyer GRIJSEN defaults on the grounds of any other failure or shortcoming.
- 6.2 Exceeding the delivery time or another period (whether or not after GRIJSEN has been defaulted in accordance with 6.1), or any resulting dissolution of the Agreement, does not entitle Buyer to financial compensation or any other way of compensation.
- 6.3 Transfer takes place from the warehouse of GRIJSEN (Ex Works) or of the third parties enabled by GRIJSEN, unless expressly otherwise agreed in writing.
- 6.4 The Transfer as mentioned in 6.3 and Delivery shall be deemed to have taken place at the time when the Products to be delivered are ready for Buyer in the stock/storage warehouse of GRIJSEN or of the third party(s) enabled by GRIJSEN and this is communicated in writing or otherwise by GRIJSEN to Buyer.
- 6.5 From the moment referred to in 6.3/6.4, the Products delivered are deemed to be in control or possession of Buyer and / or will be from that moment onwards solely and fully at the risk and expense of Buyer.
- 6.6 If Delivery does not take place in accordance with 6.3 / 6.4, the Products will be delivered to the agreed place or places in the manner as specified in the quotation or order confirmation or subsequently agreed in writing between the parties. During transport, the Products to be delivered are not insured by GRIJSEN and these Products will at that stage already be at risk and expense of Buyer. Buyer is responsible to insure this risk during transportation. The risk during transport should be insured to Buyer himself. GRIJSEN determines the method or means of transport / choice of carrier. The carrier's bill of lading / transport letter/ delivery documents extends to proof of Delivery or refusal to receive / rejection by Buyer.
- 6.7 If Delivery takes place in accordance with the provisions of 6.6, the costs for Delivery – including, but not limited to the transport costs - shall be borne by Buyer and the provisions of the preceding paragraphs of this article shall apply mutatis mutandis.
- 6.8 If– outside of the situation referred to in 8.1 – the Products cannot be Delivered under 6.6 or Buyer refuses to collect / pick-up the Products after a notice of GRIJSEN as mentioned in 6.4 and these circumstances cannot be attributed to GRIJSEN, then GRIJSEN has the right to store the Products (whether or not via third parties) fully at the risk and expense of Buyer.
- 6.9 GRIJSEN is authorized to supply in parts (partial deliveries) and also invoice them separately to Buyer.
- 6.10 GRIJSEN is at all times entitled to send cash-on Products to Buyer. If, on arrival of the business at the place of destination, Buyer refuses to pay, GRIJSEN is entitled to terminate / dissolve the Agreement immediately (and without further notice).
- 6.11 If GRIJSEN needs further information or documents from Buyer or third parties in order to properly fulfil its obligations, the period referred to in 6.1 shall not begin until GRIJSEN has received that information or documents in full.
- 6.12 After GRIJSEN finalized the Services or Products, Transfer and Delivery takes place. Buyer has accepted the Services or Products in any case or these are to be considered as Delivered, as soon as Buyer or the actual end user will put these items into use in any way and / or as soon as GRIJSEN makes the Products or Services in some way available to or on behalf of Buyer.

Article 7 (security rights)

- 7.1 If there is any reasonable doubt at any time/ arises with GRIJSEN about the payment capacity or solvency of Buyer, GRIJSEN shall be entitled to suspend the Transfer or Delivery or to suspend Services to be carried out until Buyer has provided sufficient security for the fulfilment of its (payment) obligations to GRIJSEN.
- 7.2 Whether the securities offered by Buyer as referred to in 7.1 are sufficient is to be assessed by GRIJSEN. Buyer is liable for the damage caused by GRIJSEN due to this delayed Transfer or Delivery.
- 7.3 Buyer shall be obliged, at first request of GRIJSEN, to provide free insight (in the broadest sense of the word) in publication reports, annual reports, annual accounts, financial administration and in all (other) accountable assets.
- 7.4 If GRIJSEN has made a request to Buyer as referred to in 7.3, Buyer is also obliged to communicate in writing to GRIJSEN all changes, related to all assets.
- 7.5 In the event Buyer is in any way in default with its obligations as referred to in 7.1, 7.3 or 7.4, GRIJSEN is entitled to dissolve the Agreement and Buyer will, immediately and without further notice in prior, be subject to a penalty equal to € 250,- (two hundred fifty euro) per day, for each day that Buyer remains negligent or in default, without prejudice to the right to comply or additional compensation for GRIJSEN. The legal trade interest rate on the fine is directly and suddenly readily available.

- 7.6 In the event GRIJSEN dissolves the Agreement as referred to in 7.5, Buyer is obliged to return any Products already Transferred or Delivered within one week of the invoked dissolution by GRIJSEN. As long as the (returned) Products have not been received by GRIJSEN, the Products will remain at the risk and expense of Buyer.

Article 8 (storage, suspension and retention right)

- 8.1 In the event Buyer refuses to take the Products or refuses to cooperate with their Delivery, GRIJSEN is authorized to store the Products at the risk and expense of Buyer. Buyer will be informed of the storage as soon as possible in writing or otherwise by GRIJSEN. Stored items as referred to in the first sentence are considered to have been Delivered to Buyer and are from the moment of storage at the risk and expense of Buyer.
- 8.2 In the event GRIJSEN invokes the provisions of 8.1, both the invoice related to the storage costs and the invoice for Delivered / stored Products are immediately and fully due and payable. For each day - after the notification referred to in 8.1 of this article - that Buyer refuses to actually take the Products ready, GRIJSEN is entitled to charge a direct and suddenly applicable penalty of € 450 (four hundred fifty euro) per day. GRIJSEN has the right to claim both compliance with all payment or purchase obligations and the already applicable penalty, without prejudice to GRIJSEN's right to additional compensation. The legal trade interest on penalties due is directly payable.
- 8.3 GRIJSEN is entitled to suspend its obligation to issue the stored Products until the invoices payable and the penalty due referred to in 8.2 are paid in its entirety by Buyer and also until all claimable claims of GRIJSEN have been paid or fulfilled under previous or subsequent Agreements or under other grounds, all claims of GRIJSEN for the non-compliance of Buyer explicitly included.
- 8.4 In the event GRIJSEN has Products or other items of Buyer in possession, based on other legal grounds as mentioned in the previous paragraphs of this article, GRIJSEN shall also be entitled to suspend the obligation to issue those Products until Buyer has complied with all claimable claims GRIJSEN has on Buyer, whether or not under the provisions of this article.
- 8.5 The right of retention on behalf of GRIJSEN under this article, shall also remain in force in the event of circumstances referred to in article 13.4 (second sentence) of these General Terms and Conditions.
- 8.6 In the event Buyer otherwise, regardless the reason or legal basis thereof, fails to fulfil its obligations to GRIJSEN or can be held liable on the basis of any other grounds or reasons to GRIJSEN (irrespective of its legal basis), GRIJSEN is also entitled to suspend the Transfer or Delivery or to exercise its right of retention in accordance with the previous paragraphs of this article.
- 8.7 Without prejudice to all other rights of GRIJSEN in the event Buyer refuses to take the Products or refuses to cooperate with the Delivery thereof, GRIJSEN is entitled to dispose of these stored Products freely and at risk and expense of Buyer and to offset any revenue from sales of those Products with all Buyer is due to GRIJSEN, for whatever reason.

Article 9 (force majeure)

- 9.1 The agreed term for Transfer or Delivery of Products or Services or any other agreed term or period shall be suspended / extended (without GRIJSEN being liable for damage to Buyer or third parties in any way or by any means) for the period during which GRIJSEN has been prevented by force majeure from fulfilling its obligations.
- 9.2 Force majeure on the side of / by GRIJSEN occurs if, in the period after formation of the Agreement (and after the moment of claimability), GRIJSEN is prevented from fulfilling one or more obligations under the Agreement or in its preparation as a result of (both at home and abroad) the following circumstances (whether or not they are or have not been foreseeable for GRIJSEN): war, danger of war, civil war, riot, molestation, fire, water damage, flood, work strike, occupation, exclusion, entry and export barriers, government measures, defects in machinery, equipment, machinery or other tools in the broadest sense of the word, failures or defects of computers, in soft or hardware, on the Internet, intranet or network, to servers or in hosting companies, failures in the supply of energy, delay during transport, non-workable conditions, diseases, epidemics, pandemics (e.g., but not exclusively: COVID-19 / Corona virus as well as all other viruses or phenomena, regardless the nature, impact, effects and such), outbreaks, crisis, disability or staff failure (indefinite or otherwise), seizure, everything both in the company of GRIJSEN, Buyer and third parties of which GRIJSEN in whole or in part buys the necessary materials, raw materials or personnel, as well as in storage or during transport, whether or not in-house, and also all other causes arising beyond the fault or risk sphere of GRIJSEN and facts and circumstances in which GRIJSEN reasonably cannot be held or required to fulfill its obligations.
- 9.3 Only if the Transfer or Delivery of Products or Services will be delayed during a period that exceeds six (6) months as a consequent of force majeure, both GRIJSEN and the Buyer are entitled to consider the Agreement terminated by means of a written termination declaration addressed to the other Party. The Agreement shall end at the time when the written termination declaration referred to in the second sentence reached the other Party. In that case, without prejudice to the following paragraph, GRIJSEN shall be entitled only to compensation for the costs incurred by it until the termination declaration reaches the other Party.
- 9.4 In the event of a delay as mentioned in 9.3, Buyer shall nevertheless be required to pay the agreed remuneration / the related invoices to GRIJSEN for the Products or Services already provided by GRIJSEN and for that part of the Products or Services which cannot be finalized anymore as result of the force majeure or cannot be made suitable or ready anymore for Delivery until the moment the force majeure has occurred.

Article 10 (liability and indemnification)

- 10.1 The liability of GRIJSEN for any damages, suffered by Buyer or third parties, is always and under all circumstances limited to the compensation, actual paid by the insurance company of GRIJSEN for the specific shortcomings or event(s) that caused the damage(s), claimed by or on behalf of Buyer or third parties.
- 10.2 In the event the insurance company of GRIJSEN does or will not cover or compensate the damages, suffered and claimed by Buyer or third parties and / or does or will not grant any policy coverage to GRIJSEN (regardless the reason or legal basis thereof), GRIJSEN is only liable for damages suffered by Buyer or third parties, which is directly and exclusively the result of gross negligence or conscious recklessness (in Dutch: “*opzet of bewuste roekeloosheid*”) from GRIJSEN or from the Managerial Staff, who are part of the management of the company of GRIJSEN, but not before GRIJSEN is in default. GRIJSEN is (only) in default after GRIJSEN has been given a minimum period of twelve (12) weeks by prior notice in writing and GRIJSEN has not eliminated/remedied the deficiencies or shortcomings involved within that period. This all, taking into account the provisions of this article.
- 10.3 To the extent that GRIJSEN can be held liable or may be liable for damage(s) for any reason other than gross negligence or conscious recklessness as referred to in 10.2 (such as, but not limited to: shortcomings related to the Agreement, tort or unlawful act / qualitative liability, undue enrichment, undue payment, GDPR obligations or violations and such), the limitations of liability under this article are also applicable. This all, regardless the (exact) legal basis or reason of such liability.
- 10.4 Without prejudice to the provisions of the preceding paragraphs, in the following situations there is in any case no gross negligence, conscious recklessness as referred to in 10.2 or no shortcoming of GRIJSEN:
- a) GRIJSEN is never liable for damages or defects to - or caused by the Products or Services it (delivered) as a result of: the (whether or not improper) use or any unsuitability of those Products or Services itself or by improper assembly by others than GRIJSEN and for the use of specific products, materials, parts or constructions which are (whether or not by way of derogation from the rules in force) expressly prescribed by Buyer or provided by or on behalf of Buyer to GRIJSEN or to third parties engaged by GRIJSEN;
 - b) GRIJSEN is never liable for damages from Buyer or third parties which, directly or indirectly, results from the advices (orally or in writing provided by or on behalf of GRIJSEN) or arising from omissions or failure, not properly or in good time, to take precautions by GRIJSEN or its Managerial staff;
 - c) in the case of oral information provided by or on behalf of GRIJSEN or information in manuals, GRIJSEN is never liable for damages resulting from misunderstandings or information incorrectly transmitted;
- 10.5 Where liability under this article is applicable, GRIJSEN shall (outside the situation that the amount paid by the insurance company of GRIJSEN is higher minus the deduction of the own risk amount and taking into account all the restrictions or exclusions in force under this article), never be required to reimburse a higher amount of damage than the net invoice value of the Services provided or Products delivered in question cases, such with a maximum of € 1.000,-- (say: thousand euros) per injurious event and a maximum of € 5.000,-- (say: 5,000 euros) per calendar year, where a series of successive events or damages are considered (caused by) one injurious event.
- 10.6 The so-called company or consequential damage (including, but not limited to: damage caused by business failure, other expenses, loss of income / loss suffered or lost profit and such) will never be reimbursed, by whatever cause arise(d). Consequential damage also includes (but not exclusively): **(1)** any property damage or other disadvantage, which the Products or Services carried out by or on behalf of GRIJSEN have been inflicted on other products or persons or to the Public Space or to the (other) environment (such as nature, climatic conditions, water and air) as well as **(2)** claims by third parties, regardless the reasons or legal basis thereof, **(3)** damage occurring outside Europe, **(4)** damage related to supervision, **(5)** damage related to mechanical damage, **(6)** damage related to surfaces and discolorations, **(7)** damage to – or related to the environment, emissions, contaminants, asbestos, remediation, damage from slow (in)operating processes, damage related to environmental care or environmental regulations or failure to (properly) comply with that care or regulations by GRIJSEN and/or Buyer, **(8)** damage related to software or data. If desired, Buyer must insure himself against these type of damages.
- 10.7 The damage to be reimbursed by GRIJSEN will be moderated if the price or compensation to be paid by Buyer is small in relation to the extent of the damage suffered by Buyer.
- 10.8 Buyer will indemnify GRIJSEN and the third parties engaged by GRIJSEN for any claims made by third parties for compensation for damage seen as a result of the use or application of the Products or Services provided.
- 10.9 If Buyer fails to comply with one or more obligations arising from the Agreement or these General Terms and Conditions, Buyer shall be – without prior notice in writing required – immediately be in default and fully liable for all the damage suffered by GRIJSEN and the third parties which have been engaged, without prejudice to the other rights and powers of GRIJSEN under Dutch law or under these General Terms and Conditions.

Article 11 (guarantee)

- 11.1 If GRIJSEN provides a guarantee to Buyer, this will never mean or imply a reversal of the (legal) burden of proof. Buyer must continue to demonstrate / prove that GRIJSEN has become in default within the applicable warranty period and/or that GRIJSEN is or may be held liable for damage, in which case GRIJSEN's liability is also limited in accordance with article 10 of these General Terms and Conditions.
- 11.2 GRIJSEN only guarantees that: (1) the Products or Services will be in accordance with the specifications under the Agreement and (2) the Products are made of proper materials and in accordance with the requirements of good craftsmanship (being a reasonably competent and reasonable designer and producer of wooden furniture, waste bins and other products or items manufactured by or on behalf of GRIJSEN). Unless expressly otherwise agreed writing, GRIJSEN shall never grant more extensive guarantees than the aforementioned. These guarantees shall be granted to Buyer for the maximum duration of two years, to be calculated from the invoice date.
- 11.3 A guarantee shall never be granted or shall expire at all times if a one or more exclusion grounds used by or on behalf of GRIJSEN applies and/or will occur. The following guarantee exclusions grounds shall always apply and shall always be applicable for all guarantee or warranty statements or regulations. This, irrespective of any additional exclusions, whether or not applicable for a particular Product or Service:
- a) any form of improper, incorrect or injudicious use and/or insufficient maintenance or damage(s);
 - b) adaptation (including assembly, installation and such) or repairs by Buyer or third parties, carried out without the prior written consent of GRIJSEN or not in accordance with the manual, instructions or directions of GRIJSEN or otherwise carried out incorrectly or injudiciously in the opinion of GRIJSEN;
 - c) deterioration due to external factors or external circumstances;
 - d) all wear and tear due to excessive or unauthorized use or other than normal or permitted use;
 - e) failure to follow up (properly) on instructions or regulations given or provided by or on behalf of GRIJSEN;
 - f) claims, directly or indirectly related to glass, textiles, leather, marble and varnish;
 - g) the existence of non-conformity as a result of new or modified regulations, which came into force after the date of Transfer or Delivery, relating, among other things, (but not exclusively) to the nature and quality of applied materials.
 - h) damages, defaults, defects or any other shortcomings related to specific items, materials, parts, designs, practices, constructions and such made available or prescribed by or on behalf of Buyer to GRIJSEN for further processing by or on behalf of GRIJSEN;
 - i) materials or components obtained by GRIJSEN from third parties;
 - j) whether or not comply with all applicable law – and regulations (including, but not limited to: all laws and regulations related to the Working Conditions) on the actual or intended use by Buyer of the Products or Services. Only Buyer remains responsible and liable for this, as well as for all claims or claims made by third parties in connection with such use of the Products or Services (including personal injury claims and such);
 - k) not immediately notify GRIJSEN in writing of any deficiencies or guarantee claims therefore by Buyer;
 - l) not, not properly, timely or adequately give or provide the opportunity to GRIJSEN or to cooperate by or on behalf Buyer to: (1) investigate alleged deficiencies / shortcomings or the merits of the warranty claim submitted and to send the Products or components concerned postage paid to GRIJSEN or provide to GRIJSEN, or (2) remedy or repair the established shortcomings, accepted by GRIJSEN under the applicable guarantee;
- 11.4 Repairs carried out within the guarantee period shall not renew that specific guarantee period.
- 11.5 In the event GRIJSEN accepts a guarantee claim, GRIJSEN's obligations do not and will never go beyond free restoration, repair or replacement of the relevant Products or Services. This, always and only at the sole discretion of GRIJSEN. All necessary handling or work related to the restoration, repair or replacement work to be carried out by GRIJSEN (e.g. but not limited to: disassembling/ removing /cleaning/ transporting and such) are solely to the expense and risk of Buyer. The liability of GRIJSEN or any damage(s) related to guarantee claims shall always be limited in accordance with the provisions of article 10.
- 11.6 Replaced Products or parts shall be / remain the property of GRIJSEN..
- 11.7 As long as Buyer is in default with its obligations under the Agreement (whether or not attributable), GRIJSEN is not obliged to grant or provide guarantee(s) towards Buyer and / or GRIJSEN has the right to suspend any guarantee or other obligations for certain or indefinite periods, without in any way becoming liable for damages to Buyer.

Article 12 (complaints)

- 12.1 Complaints shall mean an appeal by Buyer to the fact that the Products or Services do not correspond to the Agreement, including visible and not- directly visible defects thereto.
- 12.2 Buyer is on Delivery in accordance with 6.6 or in the event of Delivery under 6.3/6.4 or after assembly required to count all the Products and Services (including packaging and manuals) Delivered or processed by GRIJSEN and required to check for external deficiencies, damages, imperfections and other visible defects (e.g. but not limited to: incorrect color, materials and other visually observable imperfections in finishing and such) and mentioning those deficiencies on the CMR bill of lading or making it known to GRIJSEN in writing immediately when processing materials, and, as soon as possible, to check those Products and Services for non-directly visible defects before storing, delivering, assembling or using them otherwise. Buyer is required to execute all the aforementioned checks immediately upon Delivery or after processing by GRIJSEN.

- 12.3 Products and Services, put into operation / use or assembled by or on behalf of Buyer, are in any case deemed to be Transferred and Delivered free of visible defects.
- 12.4 Where Delivery takes place under article 6.3/6.4, Buyer shall be obliged to carry out the checks under 12.2 within 24 hours after GRIJSEN has issued a written or non-written notification as referred to in article 6.4 to Buyer.
- 12.5 Buyer is (as a result of the outcome of the checks referred to in 12. 2 and 12.4) obliged to submit any complaints to GRIJSEN in writing and under a clear description of the defects or complaints related to visible defects within 48 hours after Delivery or within 48 hours after notification referred to in 6.4 and/or not later than 48 hours after the installation/processing of Products or Services by GRIJSEN. GRIJSEN is not obliged to process complaints referred to in the first sentence, submitted by or on behalf of Buyer after the aforementioned 48 hour deadline is expired.
- 12.6 In the event of non-(directly) visible defects to Products or Services, Buyer must submit complaints in writing to GRIJSEN within 24 hours of these defects being detected by Buyer or from the moment these defects should reasonably have been identified by Buyer. Article 12. 5, last sentence, shall apply mutatis mutandis.
- 12.7 Non-(direct) visible defects referred to in the preceding paragraphs shall mean: defects resulting from construction, specification or design errors (which constructions, specifications or designs are not prescribed by or on behalf of Buyer) as a consequence whereof the Products or Services do to comply with the Agreement or the technical specifications applicable and which errors were (reasonably) not visible within the aforementioned terms in 12.2 up to and including 12.6.
- 12.8 Complaints submitted to GRIJSEN in a timely manner (and appropriately) does not give Buyer the right to suspend or set off the payment of the purchase price / fee or other obligations under the Agreement or earlier and/or subsequent agreements concluded with GRIJSEN, nor the right to terminate / dissolve the Agreement or earlier and/ or subsequent agreements concluded with GRIJSEN in whole or in part.
- 12.9 If a complaint is justified by GRIJSEN, the liability of GRIJSEN towards Buyer is also limited in accordance with articles 10 and/or 11.
- 12.10 Any legal action and defense, based on complaints submitted, shall be initiated by or on behalf of Buyer ultimately within one year of the complaint(s) in question submitted to GRIJSEN, failing which this right expires.

Article 13 (payment and invoices)

- 13.1 Unless the parties have expressly agreed otherwise in writing, payment shall be made not later than 21 days after the invoice date on a banking account designated by GRIJSEN.
- 13.2 Any objections or complaints against invoices sent by GRIJSEN, must Buyer submit to GRIJSEN ultimately within five (5) days after the date of invoice by notice in writing and stating the reasons to GRIJSEN, failing which the correctness and claimability thereof is deemed to be undisputed and certain.
- 13.3 Buyer is not authorized to deduct any amount from the payments because of a counterclaim made by him or to offset any claimable claims or payments made by GRIJSEN in any way or to apply discounts thereto. This all, irrespective of which benefit GRIJSEN has any amount to claim or under which benefit Buyer wishes to deduct any amount, to apply a discount or otherwise wish to set off.
- 13.4 The payment by Buyer is only completed when the fully due amount is credited to the bank account designated by GRIJSEN or – in case cash payment has been agreed – at the time when the full amount has been paid to GRIJSEN. Buyer shall, without the requirement of a prior notice in writing, immediately be in default from the first day after the agreed or applicable payment period has expired.
- 13.5 From the first day Buyer has become in default under the previous provisions of this article, Buyer is also obliged to pay an interest according to the statutory commercial interest rate (or a minimum compound interest rate of 1% per month if the statutory commercial interest rate is or will be lower at any time) on the amount due for Products or Services delivered or stored for each month or a part thereof which exceeds the expiry date.
- 13.6 If Buyer does not timely or fully fulfill its payment obligations and as a consequence thereof has become in default, GRIJSEN is entitled to dissolve the Agreement immediately and without the requirement of judicial intervention. In that event Buyer is liable for all damages of GRIJSEN, including but not limited to loss of profit.
- 13.7 If GRIJSEN proceeds to out-of-court measures (summations, further notices or direct debit measures taken by or on behalf of GRIJSEN explicitly included), these costs will be borne by Buyer. The amount due for the extra judicial costs will be at least 15% of the invoice amount, with a minimum of € 250,--. If GRIJSEN incurs legal collection costs, also these costs will be entirely borne by Buyer.
- 13.8 GRIJSEN always has the right to require security for payment from Buyer or to claim advance payment, both before and after the conclusion of the Agreement. Article 7 shall apply mutatis mutandis.

Article 14 (retention of title and lien)

- 14.1 All Products or Services Transferred or Delivered will remain the property of GRIJSEN. This until Buyer has fully paid the agreed price or has fully fulfilled its (other) compensations and fulfilled all the obligations under this article and under all earlier or subsequent Agreements with GRIJSEN. All claims based on shortcomings or failure to comply explicitly included.
- 14.2 Without prejudice to the provisions in 14.1, Buyer is authorized to resell and transfer the Products and Services delivered to him under retention of title to one or more third parties in the exercise of his normal business activities. Buyer will conclude a similar retention of title towards its own customers.

- 14.3 In the case of a resale as referred to in 14.2, Buyer is obliged for the benefit and at first request of GRIJSEN, to establish a silent lien on all claims arising from the resale.
- 14.4 In the event of a default by Buyer pursuant to article 13 or Buyer is in default with its obligation to take the Products or Services pursuant article 8, the Products and Services remains the property of GRIJSEN until the interest under article 13.5, the fine or storage costs resulting from article 8.2 or the extra judicial under article 13.7 fully have been paid by Buyer.
- 14.5 If GRIJSEN has also carried out Services under the Agreement, the Products remain the property of GRIJSEN until Buyer has (also) fulfilled all related and claimable claims to the Services, all claims made by GRIJSEN for non- or not properly complying explicitly included.
- 14.6 As long as the ownership has not been transferred to Buyer under the previous provisions of this article, Buyer is (excluding the situation referred to in 14.2) not authorized to dispose, pledge or to provide third parties any right or title to the Products or Services.
- 14.7 From the moment Buyer is in default in accordance with article 13 or otherwise in default or GRIJSEN may on reasonable grounds expect that Buyer (may or will) become in default, GRIJSEN is authorized – without the requirement of a prior written notice in writing - to (re)claim the Products or Services. Buyer is obliged to return these items to GRIJSEN without delay at the first request of GRIJSEN and to cooperate with that, explicitly including the provision of free access in / places or buildings in the broadest sense of the word. The costs associated with this refund, including the transport costs and are entirely borne by Buyer.
- 14.8 After claim of GRIJSEN as referred to in 14.7, Buyer will be credited with the market value, which will in no way exceed the price originally agreed less the costs associated with that repossession.
- 14.9 If Buyer forms or constitutes a new good or product with the Products or Services and obtains the full ownership thereof, and / or in the event there exists a common ownership and Buyer becomes one of the co-owners thereof or if the retention of title under this article is not enforceable anymore because of retighten or case formation or any other reason or legal ground(s), Buyer is obligated at first request of GRIJSEN to provide a possessionless lien on that new created good and / or to support the third party (in the event this party obtained the full ownership) to provide such a lien to GRIJSEN. This, respecting all legal requirements for constituting such lien under article 6:237, (1) DCC to increase the security (also) for all claims of GRIJSEN towards Buyer (regardless the grounds or legal basis thereof) which are or cannot be secured by the retention of title under this article. The costs for the establishment of the aforementioned lien shall be borne by Buyer, unless expressly otherwise agreed in writing.
- 14.10 For Products or Services whereof Buyer obtained the ownership in accordance with the aforementioned provisions of this article, the provisions of 14.9 shall apply mutatis mutandis.
- 14.11 As long as Buyer has not obtained the ownership of Products or Services, but already has the factual possession thereof, Buyer is during that period obligated to ensure those Products or Services (will) remain in the same state and quality as they were in at the time of Delivery, as well as to ensure that these are / remain customizable for the benefit of GRIJSEN's right of ownership and will remain as such.
- 14.12 The obligation under 14.11 shall apply mutatis mutandis in the situation referred to in article 8.1(b), failure which Buyer is obliged to compensate GRIJSEN for all the damage resulting thereof.
- 14.13 During the period as mentioned in 14. 11, Buyer is obliged to insure the Products and Services against fire, explosion and water damage as well as theft and to provide GRIJSEN at first request the insurance policies thereof, failing which Buyer is obligated to compensate GRIJSEN for all the damage resulting thereof.
- 14.14 At first request of GRIJSEN, Buyer is obligated to give in pledge to GRIJSEN all claims of Buyer towards the insurance company under the insurance policies as mentioned in 14.13. This all, respecting the legal establishment requirements referred to in article 6:239 (1) DCC to provide more security of all claims made by GRIJSEN to Buyer, which are not subject to the retention of title under this article. The costs for the creation / establishment of the lien referred to in the first sentence, shall be borne by Buyer, unless expressly otherwise agreed in writing.
- 14.15 The content of 14.14 of this article shall apply mutatis mutandis to claims of Buyer against one or more of his customers or other third parties.
- 14.16 Without prejudice to the provisions of the preceding paragraphs, all that: (1) GRIJSEN has in possession of or on behalf of Buyer (for example, but not limited to: goods, documents, securities, funds and such) and all that (2) Buyer has or may have to claim from GRIJSEN (regardless the reasons or legal grounds thereof) will be in the title of lien on behalf of GRIJSEN. This, to provide more security for all claims of GRIJSEN have or will have against Buyer, regardless the reasons or legal basis thereof. This lien arises as soon as GRIJSEN or a third party on behalf of GRIJSEN obtains the factual possession of the abovementioned matters or at the time when the aforementioned claims of Buyer against GRIJSEN (will) arise.
- 14.17 GRIJSEN is at all times entitled and is hereby irrevocably authorized by Buyer to carry out all necessary transactions or actions for the establishment of the liens pursuant to this article (including establishment at private registered or authentic deed) and also to act on behalf of Buyer. Buyer will provide all necessary cooperation (free of charge).
- 14.18 As soon as one or more claims have been pledged to GRIJSEN pursuant to this article, Buyer will not, without prior and written consent of GRIJSEN, either transfer or re-pawn or in any way encumber these claims with any other rights. To the extent that third parties have seized the claims pledged to GRIJSEN, Buyer will immediately report this in writing to GRIJSEN and (at his own expense and risk) make every effort to have that seizure removed as soon as possible.

Article 15 (property GRIJSEN)

- 15.1 All matters, including materials and parts, provided by GRIJSEN or the third party(s) enabled by GRIJSEN to Buyer or which are specifically manufactured for the Agreement (such as models, tools, stamps, molds, tools, machinery, images, drawings, tasks, schedules, dimensions, advertising or promotional material and such) shall at all times remain the property of GRIJSEN or the third party(s), whether or not they have been charged to Buyer. GRIJSEN reserves the right at all times to take back the aforementioned items, whereby Buyer is required to return these items at his own expense and at first request to GRIJSEN. If GRIJSEN has not used the aforementioned materials for more than two years for the benefit of Buyer, GRIJSEN has the right to destroy them.
- 15.2 Buyer is obliged to store the items as mentioned in 15.1 individually and to mark or certify these items as being owned by GRIJSEN or the third party(s).
- 15.3 Buyer is not permitted to establish any security or other rights for the benefit of third parties on the items as mentioned in 15.1.
- 15.4 Buyer is not authorized to have the matters referred to in 15.1 used by or for third parties for or related to any purpose other than the execution of the Agreement. The cases referred to in 15.1 may be used only in accordance with the conditions or directives provided by GRIJSEN.
- 15.5 Buyer is obliged to inform GRIJSEN without delay of any actions or pretended rights of third parties to the matters referred to in 15.1. Buyer will indemnify GRIJSEN for claims made by third parties as referred to in the first sentence and is liable for any damages of GRIJSEN as a result thereof.
- 15.6 If the items made available to Buyer as referred to in 15.1 need to be replaced or repaired, Buyer shall be required to reimburse the associated costs to GRIJSEN.
- 15.7 If Buyer is in default with one of the obligations in the preceding paragraphs of this article, GRIJSEN is entitled to charge a direct (without the need for prior notice in writing) and a repayable fine of € 10,000,-- per infringement, to be increased by € 1,000,-- for each day that such infringement persists. This all, without prejudice to the right to compliance and additional compensation for GRIJSEN. The legal (commercial) interest on the fine is also directly and suddenly readily required.
- 15.8 GRIJSEN has the right to destroy matters, made available to it by or on behalf of Buyer, after continuous possession for 12 months of those matters, unless Buyer requests GRIJSEN prior to the expiry of the aforementioned period to repossess those matters.

Article 16 (dissolution)

- 16.1 If Buyer does not meet its obligations under these General Terms and Conditions or the Agreement, GRIJSEN is entitled to dissolve the Agreement, or a part thereof which has yet to be carried out (without the requirement of a prior notice in writing and without the need for judicial intervention), whether partially or in part, and to take back the Products or Services, if not paid. This, without prejudice to the right of GRIJSEN to compensation for any loss, loss of profit and other damage(s) caused or will occur as a result of that shortcoming.
- 16.2 The provisions of 16.1 shall apply mutatis mutandis in the case of: suspension of payments, of application or granting of suspension of payment, to bankruptcy declaration or the application of the legal debt restructuring scheme (in Dutch: WSNP) or liquidation of Buyer's affairs or of his death or if Buyer loses the disposal of his assets by seizure or otherwise. In the case of these circumstances, Buyer shall be obliged to report them in writing to GRIJSEN without delay.
- 16.3 Under circumstances according to 16.1 and 16.2, any claim of GRIJSEN to Buyer is directly and fully due and payable.
- 16.4 If GRIJSEN is partially in default or has fulfilled its obligations not properly and Buyer dissolves the Agreement in whole or in part on those grounds or GRIJSEN dissolves the Agreement (regardless the reasons or legal basis thereof), such dissolution shall relate only to or affect the obligations related to the Products or Services which have not yet (fully or properly) implemented. As a matter of that, the Agreement remains into force / maintains for all Products or Services which are already properly fulfilled and/or with regard to that Products or Services there shall be no obligations to undue past performances. The provisions of 9.4 shall apply mutatis mutandis.

Article 17 (intellectual property rights, copyrights and publicity)

- 17.1 Without prejudice to the provisions in these General Terms and Conditions, GRIJSEN reserves the rights and powers conferred on it under the Dutch Copyright Act or under any other legal rule of (international) intellectual property law. This, in particular the rights concerning to sketches, designs, lithographs, photographs, images, diagrams, drawings, technical specifications and models, (project) plans, reports and such (designed by or on behalf of GRIJSEN) or such rights to matters belonging to GRIJSEN as referred to in Article 15. In that context, Buyer is (only) granted a user license, for which all the restrictions in force under this Article apply. At the first request of GRIJSEN, Buyer must immediately return the documents/cases in question to GRIJSEN, without GRIJSEN being liable for any compensation to Buyer.
- 17.2 All rights relating to the documents produced/provided by or on behalf of GRIJSEN, such as reports, opinions, agreements, designs, sketches, drawings, software and such (as well as all documents referred to in 17.1) remain and rest exclusively with GRIJSEN and are intended solely for use by Buyer and may not be multiplied, made public

or notified to third parties without the prior written consent of GRIJSEN. Where Buyer in any way violates this obligation, the provisions of 15.7 shall apply mutatis mutandis.

- 17.3 In the event Buyer requests to (re)production of goods or information provided by them or provided by or prescribed by or on behalf of Buyer where intellectual property rights of third parties may be included, Buyer shall indemnify GRIJSEN for all possible resulting claims by third parties.
- 17.4 GRIJSEN is / remains entitled to show the Products and Services (in combination) with the name, brand, advertising message or other expression of Buyer in catalogues, advertising print, publications, advertisements or those during fairs and exhibitions without the prior consent of Buyer or third parties. This, without GRIJSEN being liable for any compensation to Buyer or a third party for this.
- 17.5 If, for two years from the date of the conclusion of the last Agreement in accordance with 4.1, no new agreement has been reached between GRIJSEN and Buyer, GRIJSEN is entitled (but not obliged) to destroy all the documents referred to or under this article (whether or not at the expense of Buyer), without GRIJSEN being obliged to inform Buyer.

Article 18 (subcontracting)

If GRIJSEN is (also) acting as a subcontractor or as an auxiliary as referred to in article 6:76 DCC, the following principles shall always apply between GRIJSEN and Buyer:

- a) GRIJSEN will never vouch for statements or communications made by or on behalf of Buyer towards his contract party or the final customer (including the display of samples, samples and such), in particular not related to what GRIJSEN performs, has performed or has yet to perform;
- b) GRIJSEN is never bound by any commitments, guarantees and such, granted by or on behalf of Buyer to its customer or the final customer;
- c) If the contract party of Buyer or a third party submits claims or rights against GRIJSEN, related to the contract between Buyer and his contract party, Buyer will indemnify GRIJSEN for this;
- d) In the event GRIJSEN can nevertheless be held liable for damages to the contract party of Buyer or a third party and such liability exceeds the restrictions referred to in article 10, Buyer will (still) indemnify or compensate GRIJSEN for the exceeding part of such liability;
- e) Without written and prior consent of GRIJSEN, Buyer shall GRIJSEN never characterize / indicate as producer of Products or Services, co-referred to within the meaning of the product liability scheme (article 6:185 DCC and further);
- f) Where the contract party of Buyer or third parties submit any complaints or report shortcomings concerning what GRIJSEN has delivered or performed, Buyer should always report it to GRIJSEN without delay and in writing, and offer or provide GRIJSEN always first the opportunity to resolve those complaints or shortcomings themselves, in the absence of which Buyer loses any claim or right to GRIJSEN;
- g) Where Buyer or its contract party GRIJSEN requests to carry out more work than Buyer contractually has agreed with GRIJSEN, GRIJSEN is entitled to charge more work to Buyer, at the rates applicable to GRIJSEN or the usual rates ,including as referred to in article 3.6.

Article 19 (jurisdiction, applicable law and competent court)

- 19.1 The courts of the Netherlands have exclusive jurisdiction.
- 19.2 The Agreements concluded between GRIJSEN and Buyer shall only and exclusively be governed by Dutch law. The disputes arising from the Agreements will also be only and exclusively settled under Dutch law.
- 19.3 In the event GRIJSEN and Buyer may differ or have a dispute on the explanation or meaning of one or more provisions in the Agreement or in these General Terms and Conditions, only the Dutch version or Dutch translation thereof will be at all times decisive and binding.
- 19.4 The use of smileys, emoticons or other similar signs does or will not lead to any legal effect or – in the event the Dutch court determines this use could (may) lead to any legal effect – then the most favorable explanation applies to GRIJSEN, even when it is not the receiving party.
- 19.5 All disputes, arising between GRIJSEN and Buyer, directly or indirectly, with regard to the Agreement or these General Terms and Conditions shall only and exclusively be finally settled by the competent court, located in the district of the statutory or actual place of business of GRIJSEN.

These Terms and Conditions are on April 23, 2020 deposited at the Registry of the Gelderland District Court in Arnhem and registered there under deposit number: 19 / 2020.