



GENERAL TERMS AND CONDITIONS

ARTICLE 1. GENERAL

In these general terms and conditions, the following definitions apply:

1. Client: the natural person or legal person who has issued an order to Contractor to perform Activities.
2. Contractor: the limited liability company 'Robos Contract Furniture B.V.' that enters into the Agreement and employs these General Terms and Conditions. All Agreements, with the exclusion of articles 7:404 and 7:407 clause 2 of the Dutch Civil Code, are entered into with Contractor and are carried out solely by Contractor. This also applies if it is the explicit or tacit intent of Client that the Activities are carried out by a certain person/persons.
3. Activities: all activities that have been commissioned or that are carried out by Contractor arising for other reasons. This mainly concerns the delivery of products and accompanying advice. The above applies in the broadest sense of the word.
4. Documents: all goods, including pieces or data carriers, made available by Client to Contractor, as well as all the goods produced by Contractor within the context of carrying out the assignment.
5. Agreement: everything agreed between Client and Contractor for performing Activities by Contractor for the benefit of Client.
6. These general terms and conditions apply to: All offers, quotations, orders, legal relationships, and agreements, however these are termed, where Contractor is obligated or will be obligated to carry out Activities for Client, as well as all arising Activities for Contractor.
7. These general terms and conditions also apply to agreements with Contractor, for the execution of which third parties must be engaged by Contractor.
8. The applicability of the general terms and conditions of Client is explicitly rejected by Contractor.
9. The underlying order/Agreement—together with these general terms conditions—represent the entirety of the agreements between Client and Contractor with regard to the Activities for which the Agreement was entered into. All previous agreements or proposals made between parties for this purpose will lapse.
10. In case of uncertainty regarding the explanation of one or multiple provisions of the general terms and conditions or if a situation occurs between the parties that has not been arranged for within these general terms and conditions, the explanation/evaluation must occur 'in the spirit' of these general terms and conditions.

11. If Contractor does not always demand strict compliance with these general terms and conditions, this does not mean that the provisions of it do not apply or that Contractor were to lose its right in any way to require strict compliance with the provisions of these general terms and conditions in other cases.
12. When provisions separately included in these general terms and conditions were to become invalid, this does not affect the validity of the other provisions in these general terms and conditions. The provision concerned will lapse and will be replaced by a new legally applicable provision to be determined by Contractor.

ARTICLE 2. START, DURATION, AND CHANGES

1. In principle, each Agreement first is entered into and commences when the confirmation of the order signed by Client has been received and signed by Contractor. The confirmation is based on information provided by Client to Contractor at the time. The confirmation is deemed to be a correct and complete representation of the Agreement. If a confirmation of the order has not been used, an Agreement arises and commences at the moment of written agreement between the parties.
2. Each Agreement is entered into indefinitely, unless the nature, contents, or scope of the order granted mean that this has been entered into for a definite period.
3. Changes in the Agreement and deviation from these general terms and conditions will only take effect if these have been agreed upon between the parties in writing.
4. If changes lead to an increase or decrease of the costs, an ensuing change in the purchase price must be agreed upon in writing between the parties.
5. If, after the agreement has been entered into, any changes of price-determining factors arise before delivery, even if this occurs as a result of circumstances foreseen when the Agreement was entered into, the change will not affect the agreed upon price if this occurs within two months after the Agreement was entered into. If such a change, leading to a price increase, occurs at a time more than two months after the Agreement was entered into, the risk is for Client, and Contractor has the right to only carry out the Agreement, if Client has agreed to the execution under the changed circumstances. If such a change, leading to a price decrease, occurs at a time more than two months after the Agreement was entered into, Client can claim of Contractor to lower the agreed-upon purchase sum accordingly.

ARTICLE 3. SURETY/DOWN PAYMENT

1. Contractor always has the right to, before delivery or upon delivery or when honoring with the Agreement, at its discretion, demand sufficient surety for compliance with the payment obligations of Client.
2. Contractor has the right to request a down payment upon entering into the agreement, which cannot amount to more than 30% of the purchase sum. If the Agreement is dissolved due to non-performance of Contractor, Client has a right to restitution of the down payment, barring damage compensation as stipulated below in these conditions, including at least the legal interest of the amount paid in advance by him.

ARTICLE 4. RETENTION OF TITLE

1. That which has been delivered by Contractor within the context of the Agreement remains the property of Contractor until all obligations from the Agreement(s) with Contractor have been adequately met.
2. That which has been delivered by Contractor, which falls under retention of title owing to clause 1, may not be sold and may never be used as means of payment. Client is not authorized to pledge or encumber in any other way that which falls under the retention of title.
3. Client must always do all that can be reasonably expected of him to safeguard Contractor's property rights. If third parties seize that which has been delivered under retention of title or wish to impose rights on these, Client is obligated to inform Contractor of this immediately. Furthermore, Client is committed to insure that which has been delivered under retention of title and keep this insured against fire, explosion, and water damage as well as against theft and provide Contractor with a copy of the policy of this insurance upon first request. In case of possible payment of the insurance, the Contractor has a right to these insurance payments. Insofar as this is necessary, the Client commits towards the Contractor in advance to grant his cooperation to all that is necessary or desirable within that framework.
4. In case the Contractor wishes to exercise the property rights indicated in this article, the Client gives unconditional and irrevocable a priori consent to the Contractor and third parties to be appointed by the Contractor to enter all those locations where the Contractor's property is located and reclaim these.

ARTICLE 5. DAMAGE COMPENSATION

During the execution of agreements with Clients, Contractor is never liable for any damage compensation regarding goods intended for the execution of a job or business, other than explicitly stipulated in these terms and conditions, particularly not for compensation other direct or indirect damage, including third-party damage, lost profit and such.

ARTICLE 6. FORCE MAJEURE

1. Force majeure refers to any circumstances outside the Contractor's influence impeding the normal execution of the agreement.
2. In case of force majeure, the Client must give the Contractor the opportunity to meet its obligations during one month after the agreed delivery date. If the situation of force majeure persists and execution is also impossible after this month, the parties have the right to consider the agreement to have been dissolved. In that case, they must inform the other party of this in writing; they will then not be obligated to provide any damage compensation. A down payment already made will be returned.

ARTICLE 7. DELIVERY TIME

1. Delivery time refers to the term stipulated in the agreement within which the performance must be carried out. The delivery time is deemed to be an approximation, unless a deadline (as meant below in clause 3) has explicitly been set. An agreed delivery time does not take effect unless all the necessary data for execution are in the possession of the Contractor.
2. If the delivery time is an approximation, the Contractor is obligated to adhere to this delivery time as much as possible, yet he is not liable for the consequences of exceeding the delivery time when this could not reasonably have been foreseen. Such an exceeding does not obligate the Contractor to any damage compensation, nor does it give the Client the right to cancel the order. The Client does have the right to summon the Contractor in writing to deliver within three weeks after this delivery time has been exceeded (if this has been indicated with a specific month, at the end of the month). When this term is exceeded, the Client has the right to dissolve the agreement unilaterally and/or claim damage compensation. The damage compensation regarding this delay will never amount to more than 10% of that which the Client would have had to pay if the agreement had been executed.
3. If, when the agreement was entered into, it was explicitly stipulated that the delivery was to occur before a certain date, that is, when the delivery term forms an essential component of the agreement (deadline), the consequences arising for the Client from the exceeded delivery term are to be borne by the Contractor, without prejudice to the Client's right to cancel the agreement.

ARTICLE 8. DELIVERY

Delivery refers to the actual offering of the products to Client, excluding hoisting. When it has been agreed upon where the delivery of goods or of semi-finished products will occur, Client must ensure the following on pain of compensation of damage and costs:

1. that the location where the piece(s) and/or materials must be stored, or the delivery must occur, is such that damage, in any way whatsoever, will not have to occur.
1. That access to the grounds or residence or business space where the delivery is to occur is unobstructed and grants all cooperation to facilitate smooth delivery.
1. That, if a hoist, elevator, or crane must be used, this usage is facilitated: consequential damage is to be borne by Client, unless Contractor's liability can be proven.
1. That floor surfaces are free of plaster, cement, and dirt residues and of loose components and are made available having been swept.
1. That there is electricity, light, heating, water, and sufficient ventilation in the space where the work is to take place. The activities are expected to be carried out

during regular working hours, unless agreed otherwise. Contractor is not liable for damage to goods of Client, arising in the context of carrying out this agreement, unless deliberate intent or gross negligence by the Contractor and/or its personnel is proven.

ARTICLE 9. TRANSPORT

If the order includes transport of the purchased goods by Contractor, Contractor bears the risk of damage and loss. Client is deemed to have received the purchased goods in undamaged condition once these have been received without timely written protest. If the purchased goods are delivered by a professional carrier, Contractor is obligated to arrange for sufficient insurance. In case of damage during professional transport, the delivery receipt must make mention of the damage. Moreover, notification must be made to Contractor immediately, and this must be confirmed in writing within three days. If, upon delivery, there is no opportunity for inspection of the delivered goods, this will be stated on the delivery receipt.

ARTICLE 10. PAYMENT

2. Payment of the invoice amount by Client must occur within the agreed upon terms, in any case no later than 30 days after the invoice date, in euros, at Contractor's office or by means of bank transfer to a bank account to be appointed and, insofar as the payment is regarding Activities, without any right to discount or debt set-off. Contractor has the right to invoice periodically.
3. If Client does not pay within the term stipulated in clause 1, or within the agreed-upon term, he is legally in default, and Contractor has the right to charge the legal (commercial) interest over the invoiced amount, without any further summons or notice of default being required, from the expiry date until the date of completely payment, without prejudice to the further rights of Contractor.
4. Contractor has the right to use the payments made by Client first to reduce the costs, subsequently to reduce the interest, and finally to reduce the main sum and the accrued interest. Contractor can, without being in default, refuse an offer of payment if Client indicates a different order of allocation of payment. Contractor may refuse full payment of the main sum if the open and accrued interest and collection costs are not also paid as well.
5. Client never has a right to deduct that which he owes to the Contractor. Objections against an invoice amount do not suspend the payment obligation. The Client who cannot appeal to section 6.5.3 (articles 231 through 247 book 6 Dutch Civil Code) also does not have the right to suspend the payment of an invoice for another reason.
6. All costs arising from judicial or extrajudicial collection of the claim are to be borne by Client, also insofar as these costs exceed the decided legal costs.

If Client is not a natural person who does not act in the execution of a profession or business, the extrajudicial costs are established to be at least 15% of the amount to be claimed, with a minimum of €250.

In case the extrajudicial collection occurs by an authorized person or lawyer, these amounts are increased with the turnover tax on the extrajudicial collection costs Contractor owes to its authorized person or lawyer.

7. In case of a jointly issued order, the Clients are joint and severally liable for the payment of the invoice amount, insofar as the Activities have been carried out for the benefit of the joint Clients.

ARTICLE 11. CANCELLATION

In case of unilateral cancellation of the agreement by Client, Client owes a damage compensation of 30% of that which it would have owed to Contractor for the execution of the agreement, unless Contractor can prove that his damages are greater, or Client can prove that the damages are smaller.

ARTICLE 12. RIGHT OF RECLAMATION

1. Reclamations, referring to all grievances concerning the condition of delivered goods, materials, or

execution of the work, can only be validly made by Client to Contractor by means of written notification within fourteen days after receiving the goods, without prejudice to that which has been determined regarding the shorter term in article 9, if the defect is visible and in case of so-called hidden defects, within fourteen days after the defect has been or could have been discovered. The reclamation must entail a description of the grievances and discovered defects. Contractor gives a two-year warranty (after the invoice date) on the goods delivered by him insofar as it concerns the construction. The warranty includes the costs for repair or replacement respectively, including the shipment and call-out costs. If the manufacturer of the goods issues a far-reaching warranty to Contractor, this warranty will also be applicable to Client. If Contractor decides that the reclamation is justified, he will act in accordance with possible manufacturer and/or wholesaler warranty, or repair the defect himself. Client must give him the opportunity to do so.

2. Warranty provisions only apply when the delivered goods have been used in accordance with their purpose and intent. This includes no overheating due to central or other heating, ensuring sufficient humidity in the atmosphere, no exposure to extreme cold, humidity, heat, or drought.
3. Inexpert use of or insufficient care for furniture, furnishings, floor covering, excludes any reclamation and causes all warranties and other guarantees to lapse. A Client does not have the right to replacement, repair, or damage compensation neither for discoloration of wood, textile, or fibers that could technically be prevented or that are generally allowed according to common practice, nor for subordinate deviations of any other nature.
4. The warranty provisions are not in force regarding substances, parts, or materials made available by Client to Contractor.

ARTICLE 13. CALL-OUT COSTS

Contractor has the right to charge call-out costs when providing services, if Client has been informed of this in advance.

ARTICLE 14. GOVERNING LAW

5. These general terms and conditions are subject to Dutch law and have been deposited at the Chamber of Commerce under number 05070023.
6. Upon Client's request, a paper copy of these general terms and conditions will be issued free of charge. Additionally, these general terms and conditions can be consulted on www.robos.nl
7. The latest deposited version or the version as was applicable at the time the legal relationship with Contractor arose is always applicable.
8. The Dutch text of these general terms and conditions always prevails for the explanation of these.