Terms and Conditions.

Version 0.2
November 2016
1. General

1. These terms and conditions apply to any offer, quote and agreement between Dutch & Dutch B.V., hereafter referred to as: "Dutch & Dutch", and the Other Party to which Dutch & Dutch has declared this to be applicable, insofar as these terms and conditions are not explicitly deviated from by the parties in writing.

2. The current terms and conditions also apply to all agreements with Dutch & Dutch which requires Dutch & Dutch to engage third parties.

3. These general terms and conditions have also been documented for the employees of Dutch & Dutch.

4. The applicability of any purchase or other terms and conditions of the Other Party are explicitly rejected.

5. If one or more provisions of these general terms and conditions are declared fully or partially nullified or removed, then that stated in the remainder of these general terms and conditions remains applicable in full. In that case, Dutch & Dutch and the Other Party will meet in order to agree new provisions to replace the nullified or removed provisions, whereby the aim and intent of the original provisions are followed to the extent possible.

6. If the intention of one or more provisions of these general terms and conditions is unclear, then it must be explained following 'the spirit' of these provisions.

7. If a situation occurs between the parties that is not provided for in these general terms and conditions, then this situation must be assessed in the spirit of these general terms and conditions.

8. If Dutch & Dutch does not always demand the strict adherence to these terms and conditions, this does not mean that the provisions thereof do not apply or that Dutch & Dutch would in any way lose the right to demand the strict adherence to the provisions of these terms and conditions in other cases.
2. Quotes and offers

1. All quotes and offers made by Dutch & Dutch are free of obligation unless the quote states a period of acceptance. A quote or offer is cancelled if the product to which the quote or offer relates has in the meantime become unavailable.

2. Dutch & Dutch is not obliged to honour his quotes or offers if the Other Party can reasonably understand that the quotes or offers, or a part thereof, contain an apparent mistake or typo.

3. The prices listed in a quote or offer are excluding VAT and other government levies, costs to be incurred in the performance of the agreement, such as travel and accommodation, postage and administrative costs, unless otherwise is stated.

4. If the acceptance (whether or not on minor points) deviates from the offer stated in the quote or offer, then Dutch & Dutch shall not be bound by it. The agreement will in that case not be concluded pursuant to this deviating acceptance, unless Dutch & Dutch states otherwise.

5. A composite price quote does not form an obligation for Dutch & Dutch to perform a part of the assignment at a corresponding part of the price quoted. Offers and quotes do not automatically apply to future orders.
3. Contract duration; delivery, performance and amendment agreement

1. The agreement between Dutch & Dutch and the Other Party is entered into for an indefinite period unless otherwise follows from the nature of the agreement or if the parties have explicitly agreed otherwise in writing.

2. If a period is agreed or indicated for the completion of certain activities or delivery of certain items, then this never constitutes a final deadline. If a period is exceeded, the other Party must therefore send Dutch & Dutch a written notice of default. Dutch & Dutch must thereby be offered a reasonable period in which he can still perform the agreement.

3. If Dutch & Dutch required information from the Other Party for the performance of the agreement, the performance period does not commence until the Other Party has made the correct and complete information available to Dutch & Dutch.

4. The Delivery takes place ex-company of Dutch & Dutch. The Other Party is obliged to purchase the items the moment when these are made available to him. If the Other Party refuses to purchase or is negligent in providing the information or instructions necessary for the delivery, Dutch & Dutch is entitled to store the items for account and risk of the Other Party.

5. Dutch & Dutch is entitled to have certain activities performed by third parties.

6. Dutch & Dutch is entitled to perform the agreement in different phases and to invoice the individual parts performed separately.

7. If the agreement is performed in phases, Dutch & Dutch can suspend the performance of those parts that belong to the next phase, until the Other Party has approved the results of the preceding phase in writing.

8. If, during the performance of the agreement, it becomes apparent that this needs to be changed or added to ensure compliance with the agreement, the parties will adjust the agreement in mutual consultation in a timely fashion. If the nature, scope or content of the agreement, whether or not on request or indication of the Other Party, the competent authorities etc., is changed, thereby changing the quality and/or quantity of the agreement, this could also have consequences for that originally agreed. This could lead to an increase or decrease of the price originally agreed upon. Dutch & Dutch will provide an estimate to the extent possible. The original period of execution can change as a result of the agreement being changed. The Other Party accepts the possibility of changing the agreement, including changes in price and the period in which the assignment is performed.

9. If the agreement is amended, including any addition thereto, then Dutch & Dutch is entitled to perform this first after it has been given the approval thereto by an authorised representative of Dutch & Dutch and the Other Party has agreed with the price quotes and other conditions, including the time at which this will be performed. Not performing the changed agreement (in time) will also not result in a default of Dutch & Dutch and does not
constitute a ground for the Other Party to dissolve the agreement. Without being in default, Dutch & Dutch can refuse a request for amendment of the agreement, if this would affect the quality or quantity of, for example, the activities to be performed or the goods to be delivered in that respect.

10. If the Other Party is declared in default in the proper compliance with his obligations towards Dutch & Dutch, then the Other Party is liable for all the damage (including costs) incurred by Dutch & Dutch as a direct or indirect result thereof.

11. If Dutch & Dutch agrees a fixed price with the Other Party, then Dutch & Dutch is nevertheless entitled to increase this price at any time, without the Other Party being entitled to dissolve the agreement for that reason, if the increased price results from an authority or obligation resulting from rules and legislation or is caused by the increased price of the raw materials, wages etc. or on other grounds that could not reasonably be expected upon entering the agreement.

12. If the increase in price resulting from a change of the agreement exceeds 10% and takes place within three months after concluding the agreement, then the Other Party is the only party entitled to invoke title 5 section 3 of Book 6 of the Dutch Civil Code and dissolve the agreement by way of a written statement, unless Dutch & Dutch is still prepared to perform the agreement on the basis of that originally agreed upon, or if the increase in price results from an authority or a legal obligation on Dutch & Dutch or if it has been agreed that the delivery will take place after three months after the purchase.
4. Suspension, dissolution and intermediate termination of the agreement

1. Dutch & Dutch is authorised to suspend the meeting of the obligations or dissolve the agreement if:
   · the Other Party does not or does not fully meet the obligations of the agreement or fails to do so on time, after the agreement has been concluded;
   · Dutch & Dutch has been informed that there are circumstances that give good grounds to fear that the Other Party will not meet his obligations;
   · upon concluding the agreement, the Other Party that is requested to raise surety for the meeting of its obligations of the agreement, but fails to do so or provides insufficient surety;
   · if, due to a delay caused by the Other Party, it can no longer be demanded from Dutch & Dutch that he will meet the agreement under the originally agreed conditions, Dutch & Dutch is entitled to dissolve the agreement.

2. Dutch & Dutch is also authorised to dissolve the agreement if the circumstances occur of such a nature that meeting the agreement is impossible or if other circumstances take place meaning that maintaining the agreement as it is cannot reasonably be demanded.

3. If the agreement is dissolved, the claims Dutch & Dutch holds on the Other Party are payable immediately. If Dutch & Dutch suspends the meeting of the obligations, then he retains his legal claims and those arising from the agreement.

4. If Dutch & Dutch proceeds to suspend or dissolve the agreement, he is not obliged in any way to pay damages or costs resulting thereof in any way.

5. If the dissolution of the agreement is attributable to the Other Party, Dutch & Dutch is entitled to payment of damages, including direct and indirect costs resulting thereof.

6. If the Other Party fails to meet the obligations resulting from the agreement and this non-compliance justifies a dissolution of the agreement, then Dutch & Dutch is entitled to immediately dissolve the agreement, effective immediately, without being obliged to payment of any damages or compensation, while the Other Party does have to pay damages or compensation as a result of the default.

7. If the agreement is intermediately terminated by Dutch & Dutch, Dutch & Dutch will consult with the Other Party to arrange that the activities to be performed are transferred to a third party. This does not apply if the termination can be attributed to the Other Party. If the transfer of the activities results in additional costs for Dutch & Dutch, then these will be recharged to the Other Party. The Other Party must pay these costs within the period stipulated, unless Dutch & Dutch states otherwise.

8. In the event of a liquidation, (a requested) suspension of payment or bankruptcy, retention - if and insofar as the retention has not been lifted within three months - of the Other Party, or a debt restructuring or any other circumstance as a result of which the Other
Party is unable to freely dispose of its assets, then Dutch & Dutch is free to immediately terminate the agreement, effective immediately, or to cancel the order or the agreement, without any obligation to payment of any damages or compensation. In such an event, the claims of Dutch & Dutch on the Other Party are payable immediately.

9. If the Other Party cancels all or part of an order he has placed, then the items ordered or made ready, plus any supply, disposal or delivery costs and the labour hours reserved for the performance of the agreement are directly recharged to the Other Party.
5. Force Majeure

1. Dutch & Dutch is not obliged to meet any obligation he has in respect of the Other Party, if he is prevented from doing so due to a circumstance that is not attributable to guilt, and is not payable by Dutch & Dutch pursuant to the law, a legal act or generally prevailing opinion.

2. Force majeure is defined in these general terms and conditions as that stated in this respect in legislation and case law plus any additional causes, foreseen or unforeseen, on which Dutch & Dutch has no power of control, but that cause Dutch & Dutch not being able to meet his obligations. The strikes in the business of Dutch & Dutch or of third parties included therein. Dutch & Dutch is also entitled to invoke a force majeure if the circumstance hinders the meeting of the agreement, commences after Dutch & Dutch was supposed to meet his agreement.

3. Dutch & Dutch can suspend the obligations of the agreement for the duration of the force majeure. If this period lasts longer than two months, each party is entitled to dissolve the agreement, without obligation to payment of damages to the other party.

4. Insofar as Dutch & Dutch did meet part of its obligations of the agreement at the moment the force majeure commenced or expects to be able to meet these, and a separate value can be attributed to that part, then Dutch & Dutch is entitled to separately invoice the part that it has completed or expects to complete. The Other Party must pay this invoice as if it were a separate agreement.
6. Payment and late payment costs

1. The invoice must be paid within 14 days after the date of invoice, in the currency stated by Dutch & Dutch in his invoice, unless Dutch & Dutch states otherwise in writing. Dutch & Dutch is entitled to send periodic invoices.

2. If the Other Party fails to pay the invoice on time, then the Other Party is legally in default. The Other Party must then pay an interest of 1% per month, unless the legal late payment interest is higher, in which case the legal late payment interest is payable. The interest on the receivable will be calculated from the moment that the Other Party is in default up to the moment the full invoiced amount has been settled.

3. Dutch & Dutch is entitled to use the payments made by the Other Party for the settlement of the costs first, then to settle the interest that has fallen due and finally to settle the main sum due and the current interest.

4. Dutch & Dutch is entitled, without being in default, to refuse an offer for payment, if the Other Party appoints a different settlement order of the payment. Dutch & Dutch can refuse the full settlement of the main sum if the Other Party is unable to settle the interest that has fallen due, the current interest and the late payment costs.

5. The Other Party is never entitled to settlement of the sums he owes Dutch & Dutch.

6. Objections against the height of the invoice do not suspend the payment obligation. The Other Party that does not invoke section 6.5.3 (articles 231 through 247 book 6 Dutch Civil Code) is also not entitled to suspend the payment of an invoice for another reason.

7. If the Other Party is in default or fails to meet his obligations (on time), then all the reasonable costs for extra judicial settlement are payable by the Other Party. The extra judicial costs are charged on the basis of that usually applied in the Dutch debt collection practise; this is currently the calculation method according to Report Voorwerk II. If Dutch & Dutch incurred higher costs for the debt collection than would have been reasonably necessary, then the actually incurred costs are eligible for compensation. Any judicial and execution costs incurred will also be recharged to the Other Party. The Other Party must also pay interest on the debt collection costs payable.
7. Retention of title

1. All the items delivered to Dutch & Dutch as part of the agreement remain the property of Dutch & Dutch until the Other Party has satisfactorily met all the obligations of the agreement(s) concluded with Dutch & Dutch.

2. The items delivered by Dutch & Dutch, that are subject to retention of title pursuant to section 1, cannot be resold and can never be used as a form of payment. The Other Party is not entitled to pawn items that are subject to the retention of title or to mortgage them in any other way.

3. The Other Party must always do what can reasonably be expected of him to secure the retention of title of Dutch & Dutch.

4. If third parties impound items that were delivered under retention of title or wish to impose or apply any rights thereon, then the Other Party is obliged to immediately inform Dutch & Dutch thereof.

5. The Other Party is obliged to insure the items subject to retention of title and to keep them insured against fire, explosion and water damage, theft and to make the policy of this insurance available to Dutch & Dutch upon first request. If any payments are made under the insurance, Dutch & Dutch is entitled to receiving these payments. Insofar necessary, the Other Party promises in advance to provide his cooperation for Dutch & Dutch to all that would (appear to) be necessary or desired in that respect.

6. In the event Dutch & Dutch wishes to exercise the retention of title indicated, the Other Party, in advance, provides his unconditional and irrevocable permission to Dutch & Dutch and the third parties appointed by Dutch & Dutch to enter all those areas where the properties of Dutch & Dutch are located and to retrieve these items.
8. Limited guarantee; research and complaints

1. The items to be supplied by Dutch & Dutch meet the usual conditions and norms that can reasonably be imposed at the time of delivery and for which they would normally be used in the Netherlands. The guarantee stated in this article applies to items that are intended for use within the Netherlands. For use outside the Netherlands, the Other Party is responsible for verifying whether the use thereof is suitable for the use there and meets the conditions that apply in this respect. Dutch & Dutch can in that case impose other guarantees and other conditions for the goods to be supplied or the activities to be performed.

2. The guarantee stated in section 1 of this article applies for a period of one year after delivery, unless the nature of the delivered items requires otherwise or the parties have agreed otherwise. If the guarantee issued by Dutch & Dutch concerns an item that was manufactured by a third party, then the guarantee is limited to that issued by the manufacturer of the item, unless otherwise is stated.

3. Any form of guarantee is cancelled if a failure has occurred as a result or as a consequence of inexpert or inappropriate use thereof or use after the sell-by-date, incorrect storage or maintenance thereof by the Other Party and/or third parties when, without written permission of Dutch & Dutch, the Other Party or third parties have made changes to the items or have tried to make changes, have attached other items that should not be attached to it or if these were processed or changed in a way that was not prescribed. The Other Party is also not eligible to a guarantee if the failure arose or is the result of circumstances on which Dutch & Dutch could not exert any influence, including weather conditions (such as, but not limited to, extreme rain or temperature) etc.

4. The Other Party must (have) that delivered checked immediately at the time at which the items were made available to him or when the activities in question were performed. The Other Party must check whether the quality and/or quantity of that delivered is in accordance with that agreed upon and meets the conditions agreed upon by the parties. Any visible defects must be reported to Dutch & Dutch in writing within seven days after delivery. Any defects that are not visible must immediately be reported in writing, or at least no later than fourteen days after they have been discovered. The report must contain a description of the defect that is as detailed as possible, in order to enable Dutch & Dutch to respond adequately. The Other Party must enable Dutch & Dutch to have a complaint researched.

5. If the Other Party reports a complaint in time, it does not relieve him from his payment obligation. The Other Party will in that case still be obliged to purchase and pay the other items ordered.

6. If a defect is notified too late, the Other Party will no longer be entitled to repair, replacement or compensation.
7. If it is clear that an item is faulty and this has been reported in time, then Dutch & Dutch will replace or ensure the repair of the faulty item within a reasonable period after it has been returned, or, if it cannot reasonably be returned, after the written notification of the Other Party concerning the failure, or will pay a compensation to the Other Party. In the event of replacement, the Other Party must return the replaced item to Dutch & Dutch and to grant ownership to Dutch & Dutch, unless Dutch & Dutch states otherwise.

8. If it becomes clear that a complaint is unfounded, then the costs incurred, including research costs at the side of Dutch & Dutch, are fully payable by the Other Party.

9. After the guarantee period has lapsed any costs for repair or replacement, including administration, delivery and call-out costs, will be invoiced to the Other Party.

10. In deviation of the legal limitation periods, the limitation period of all claims and defences against Dutch & Dutch and the third parties Dutch & Dutch involved in the performance of an agreement, amounts to one year.
9. Liability

1. If Dutch & Dutch should be liable, this liability is limited to that stated in this provision.
2. Dutch & Dutch is not liable for damage of any nature that has arisen as a result of Dutch & Dutch working on the basis of incorrect and/or incomplete information provided by or on behalf of the Other Party.
3. If Dutch & Dutch should be liable for any damage, then the liability of Dutch & Dutch is limited to no more than twice the invoiced value of the order, at least the part of the order to which the liability relates.
4. The liability of Dutch & Dutch is in any event always limited to the amount that the insurer would pay in such an event.
5. Dutch & Dutch is only liable for direct damages suffered.
6. Direct damage only refers to the reasonable costs to establish the cause and the scope of the damage, insofar the establishment relate to damage within the meaning of these conditions, the possible reasonable costs made to allow Dutch & Dutch to rectify the faulty performance of Dutch & Dutch to have it meet the conditions of the agreement, for as much as these can attributed to Dutch & Dutch and reasonable costs made for the prevention or limitation of damage, insofar as the Other Party shows that these costs have led to the limitation of direct damage within the meaning of these general terms and conditions.
7. Dutch & Dutch is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.
8. The limitations of the liability included in this article do not apply when the damage can be attributed to intent or gross guilt of Dutch & Dutch or its managing subordinates.
10. Passing of risk

1. The risk of loss, damage or devaluation transfers to the Other Party the moment the items are taken to the Other Party in the power of the Other Party.
11. Indemnification

1. The Other Party indemnifies Dutch & Dutch against any claims of third parties that suffer damages in relation to the performance of the agreement and the cause of which cannot be attributed to Dutch & Dutch.

2. If Dutch & Dutch were to be held liable for damages by third parties, then the Other Party must assist Dutch & Dutch in extrajudicial and judicial proceedings and must immediately do everything that may be expected of him in such an event. Should the Other Party be in default in taking adequate measures, Dutch & Dutch is entitled, without a notice of default, to do so himself. All the costs incurred and damaged suffered by Dutch & Dutch and third parties as a result thereof are for the full account and risk of the Other Party.
12. Intellectual property

1. Dutch & Dutch retains the rights and authorities attributed to him on the basis of the Copyright Act and other intellectual property rules and legislation. Dutch & Dutch is entitled to use the knowledge gained during the performance of an agreement for other purposes, insofar Dutch & Dutch does not inform third parties of any strictly confidential information of the Other Party.
13. Applicable law and disputes

1. All the legal relations to which Dutch & Dutch is a party are exclusively subject to Dutch law, even if an agreement is fully or partially performed abroad or if the party involved in the legal relation resides abroad. The applicability of the Vienna Sales Convention excluded.

2. Any disputes arising from this agreement are brought before the court in the place where Dutch & Dutch resides, unless imperative law prescribes otherwise. However, Dutch & Dutch is entitled to bring the dispute before the legal competent court.

3. The parties will try to resolve disputes between themselves. Any dispute that cannot be resolved by the parties will be brought before the courts.
14. Location and amendment

1. These terms and conditions have been filed with the Chamber of Commerce of the Rotterdam region.

2. The version that applies is the latest version filed or the version as it is applied upon the establishment of the legal relations with Dutch & Dutch. The Dutch version of the general terms and conditions takes precedence over any other versions.