



BOKMERK B.V. GENERAL SALES AND DELIVERY TERMS AND CONDITIONS

Article 1 Definitions

In these terms and conditions, the following are given to mean:

- Contractor: Bokmerk B.V. with offices in Alphen aan den Rijn at Jongkindt Coninckstraat 37
- Customer: Any natural or legal body with whom the contractor commences an agreement or negotiates closing an agreement and/or for whom the contractor provides an offer or provides a delivery or performance.

Article 2 General

1. These terms and conditions apply to all offers, quotations, orders, agreements and other (legal) actions between Bokmerk.nl or Bokmerk.com., hereafter to be called: “contractor”, and the other party, hereafter to be called: “customer”
2. When the customer accepts an offer, quotation, places an order or closes an agreement with contractor, he automatically accepts the terms and conditions.
3. Deviations from these general terms and conditions are only binding in as far as they have been agreed in writing between contractor and customer.
4. The terms and conditions in question are also applicable to agreements and other (legal) actions with contractor for which the contractor has to involve third parties for the execution.
5. If one or more stipulations in these general terms and conditions becomes wholly or partially invalid or is annulled at any time, the rest of the stipulations in these general terms and conditions remain fully applicable. Contractor and customer will then consult each other in order to come to an agreement regarding new stipulations to replace the invalid or annulled stipulations, taking the aim and intent of the original stipulations into account as much as possible.
6. If there is any uncertainty regarding the interpretation of one or more stipulations in these general terms and conditions or if a situation occurs between the parties that is not covered by these general conditions, the interpretation must be given or the situation evaluated in the 'sense' of these stipulations.



Article 3 Offers, quotations, orders and agreements

1. All offers and quotations from contractor are non-binding unless a term for acceptance has been stated in the offer.
2. The prices stated in the quotations and offers do not include VAT and other official levies nor shipping and any transport and packaging costs, unless explicitly stated otherwise.
3. Contractor is not committed if the acceptance differs from the offer included in the quotation. The agreement will not be realised in accordance with this different acceptance, unless contractor indicates otherwise.
4. A composite quotation will not oblige the contractor to perform part of the services included in the offer or quotation for a corresponding part of the stated price.
5. The offers or quotations do not automatically apply to follow-up orders.
6. An agreement is realised after the quotation has been accepted by contractor.
7. Contractor is authorised to refuse requests from customer and/or to attach conditions to the delivery.
8. Contractor will assume the correctness of information, including drawings, provided by customer and contractor will base his quotation on them.

Article 4 Delivery/Execution

1. The delivery time and/or period of execution stated by contractor is only indicative. Exceeding the delivery time or period of execution does not give customer the right to claim compensation or the right to annul or terminate the agreement.
2. Customer has the right to terminate the agreement free of charge if contractor cannot deliver or execute within 40 days.
3. Contractor will execute the agreement to the best of his ability and insight in accordance with high standards of craftsmanship.
4. Contractor has the right to instruct third parties to perform certain tasks. The relevance of article 7:404, 7:407 part 2 and 7:409 of the Dutch Civil Code BW will be explicitly excluded.
5. The customer will provide the facilities required in all fairness by the contractor's employees free of charge if contractor or third parties engaged by contractor within the framework of the agreement work at the customer's location or at a location indicated by the customer.



6. Customer will ensure that contractor receives on time all the information indicated by contractor as necessary or which customer should in all fairness understand to be necessary for executing the agreement. Contractor has the right to defer execution of the agreement and/or to charge the customer the extra costs arising from the deferment at the usual rates if contractor does not receive the information required for executing the agreement on time.
7. Contractor is not liable for damages of any nature caused when contractor uses incorrect and/or incomplete information provided by customer.

Article 5 Alterations to agreement

1. Parties will agree on time and in consultation to alter the agreement if it emerges during execution that altering or supplementing the agreement is necessary in order to execute it adequately. There could be consequences to the original agreement if the nature, size or content of the agreement is altered and the agreement is changed in terms of quality, regardless of whether or not at the request or indication of the customer, the authorised bodies etc. This could also increase or reduce the originally agreed price. In that case contractor will, if possible, provide a quotation beforehand. Additionally an alteration to the agreement could mean a change to the originally stated execution period. The customer accepts the possibility of a change to the agreement including changes to the price and period of execution.
2. If the price of the supplied products and/or services increases in the period between the order and execution of the order, customer is authorised to annul the order and/or terminate the agreement free of charge within seven days of notification by contractor of the price increase.

Article 6. Prices and payment

1. The prices for the products and services offered are stated in Euros, inclusive VAT, inclusive installation and transport costs, unless stated otherwise or agreed in writing.
2. When the delivery has been invoiced, payment must be made within 14 days of the invoice date, unless stated otherwise or agreed in writing, by a method indicated by contractor and in the currency stated on the invoice.
3. Objections to the amount on the invoices do not defer the payment obligation.
4. All payments must be made by the last day of the payment period (expiry date) at the latest.
5. Customer is legally in omission if he continues to default in payment in the case of a commercial agreement. Contractor is then owed 8% interest per month, whereby parts of one month count as a whole month, unless the statutory interest in article 6:119a of the Dutch Civil Code is higher, in which case the statutory commercial interest applies. The interest over the payable sum will be calculated from the moment customer defaults up to the moment the full sum is paid.
6. Contractor has the right to first use payments made by customer to reduce the costs, then



to reduce the accumulated overdue interest and finally to reduce the principal sum and the current interest.

7. Customer is not authorised to offset that which is owed to him by contractor. An objection to the amount on the invoice does not defer the payment obligations.

Article 7 Collection fees

1. All reasonable out of court collection fees will be charged to the customer in the event of customer being (temporarily) in default or failing in his obligations. Contractor maintains a percentage of 15% of the principal sum as payment for the aforementioned out of extra-judicial charges. The actual costs will be eligible for payment if the contractor's collection costs required are in all fairness higher. All legal and enforcement fees will also be claimed from the customer. Legal interest will be calculated for the collection costs owed.

Article 8 Dissolution and cancellation

1. Without prejudice to that which is specified in the agreement between contractor and customer, each party is authorised to fully or partially dissolve the agreement out of court by means of a registered letter if the other party allows a final deadline to expire and if the other party fails to comply with his obligations even after written proof of default proposing a reasonable term. If compliance with the relevant obligations within the agreed period remains impossible for reasons other than force majeure, the negligent party will immediately be in default and the proposition will not be required.
2. The proposition referred to in the previous part is not required if the original expiry period is extended and the compliance referred to in the previous part has failed before the end of the extended period.
3. Contractor is authorised to dissolve the agreement, out of court by means of a registered letter without summons or proof of default and with immediate effect, if the customer requests (provisional) suspension of payment or he is granted (provisional) suspension of payment, or the Natural Persons Debt Rescheduling Act (Wet Schuldsanering Natuurlijke Personen) applies to customer, the customer applies to become bankrupt or is declared bankrupt, the customer's company goes into liquidation, the customer's company ceases trading, a considerable proportion of the customer's assets are seized and/or customer can no longer be considered able to comply with the obligations in the agreement.
4. In the event of dissolution, the contractor and customer will settle on the basis of the work already performed by contractor, all the reasonable costs and the obligations to be commenced in all fairness in the future for the execution of the order. Contractor is not obliged to reimburse customer in any way for the consequences of dissolving the agreement.
5. If one of the parties fails to require compliance with any of the stipulations within the period mentioned in the agreement, it does not affect their right to still require compliance,



unless the relevant party has agreed explicitly and in writing to the non-compliance.



Article 9 Retention of title

1. Goods supplied by contractor remain the property of contractor until customer fulfils all the obligations in the agreement (including, the exchange performance(s) in respect to that which has been supplied or is still to be supplied, such as payment, etc.).
2. The customer is obliged to store the goods supplied under retention of title with the necessary care. Responsibility for the supplied products transfers to the customer at the moment of delivery and execution.
3. Customer is obliged to inform contractor as quickly as can be reasonably expected if third parties confiscate and/or wish to establish or assert rights on that which is supplied under retention of title.
4. Customer now gives contractor or third parties indicated by contractor unconditional and non-revocable permission to enter all the locations where the contractor's property can be found and to retrieve it if contractor should wish to assert the retention of title rights mentioned in this article.

Article 10 Complaints

1. Customer is obliged after delivery and execution to investigate whether the products and the execution of the work fulfil the agreement, namely:
 - Whether the correct products have been delivered;
 - Whether the delivered products correspond in respect to quantity with the agreement;
 - Whether the executed work meets the agreed quality requirements.
2. Complaints about the quality of the delivered goods and the execution of the work must be made known to contractor within 4 (four) workdays. The delivered goods and executed work are deemed to have been accepted in the absence of timely complaint.
3. If customer has demonstrated that the products and the execution of the work do not meet the agreement, contractor may choose between replacing the relevant products for new products or to refund the invoice value.

Article 11 Liability

1. Contractor is not responsible for damages - except when intentional or caused by gross negligence by him or by his managerial subordinates - to the customer as a result of contractor's (accountable) shortcomings in complying with his responsibilities.
2. Contractor accepts no liability for and is indemnified by customer from claims by third parties in regard to the execution of the agreement by contractor, except when damage is intentional or caused by his or his managerial subordinates' gross negligence. Contractor will be indemnified for this by customer at the first request.
3. If however contractor is liable for any damage, the liability of the contractor is restricted to the amount paid out by his insurer when the occasion arises.
4. The maximum liability is restricted to the contract price if the liability insurer in the case mentioned in paragraph 3 does not pay out the damage or the damage is not covered by the insurance.



5. Contractor is authorised to offset any third party or customer liabilities with outstanding claims. The customer is obliged to pay the remaining damages at contractor's first request when the contractor's claim on the customer, as referred to in the previous sentence, is not sufficient to compensate the claims mentioned in the first sentence of this paragraph.
6. Direct damage only includes the reasonable cost of determining the cause and size of the damage in as far as the determination relates to the damage in the sense of these conditions, any reasonable costs made to make the contractor's faulty performance meet the agreement in as far as contractor can be held accountable and the reasonable costs made to prevent or to limit damage in as far as the customer can prove that these costs have led to limiting the financial damage referred to in the general terms and conditions. Contractor is never liable for indirect damage, which includes consequential damage.
7. The stipulations in this article do not alter the contractor's legal (product) liability by virtue of mandatory stipulations.

Article 12 Force majeure

1. Besides that which is understood in law and jurisprudence, force majeure is given to mean all outside causes, foreseen or unforeseen, which parties cannot exert any influence upon, yet which result in parties being unable to meet their responsibilities. Strike action at the contractor's company, lack of personnel and illness amongst the personnel of the company are included here. Contractor also has the right to appeal to force majeure if the circumstances that impede the (further) fulfilment of the agreement occur after contractor should have met his obligation.
2. If parties cannot fulfil their obligations based on the agreement as a result of force majeure for a period of two months, the other party then has the right to partially or fully dissolve the agreement out of court with immediate effect by means of a registered letter, without there being any right to compensation.
3. Both parties may defer their obligations from the agreement during the period of force majeure.

Article 13 Intellectual and industrial property rights

1. The customer must fully and unconditionally respect all the intellectual and industrial property rights relating to the services and/or products provided by contractor.
2. Contractor guarantees that the products supplied to customer do not infringe on the intellectual property rights of third parties.



Article 14 Privacy

1. Contractor will respect and protect the privacy of the customer.
The customer's personal details will be safe with the contractor. Contractor attaches much value to the trust put in him by customer and the personal information provided by the customer will be treated confidentially and with the greatest possible care.
2. Contractor will limit himself to registering only those details necessary for completing the order and the related communications with the customer.
3. Contractor will never provide third parties, except the executing parties, with personal details. Contractor will include details provided by customer in a file.

Article 15 Right to withdrawal

1. The customer's right to withdrawal is not applicable to the back panels, in view of the fact the order is manufactured by contractor in accordance with customer's specifications. A back panel is always made to measure by contractor.

Article 16. Colours

The colours on your screen do not give a true indication of the ultimate colours of your back panel.

Article 17 Applicable law

1. Dutch law is exclusively applicable to all agreements. Any disputes will be adjudicated in the first instance by the competent court in The Hague. However contractor remains authorised to summon the customer to appear before the court authorised in accordance with the law or the applicable international treaty.

Article 18 Location and amendments

1. These terms and conditions have been deposited at the offices of the Chamber of Commerce under number 54508541. These terms and conditions have also been made available on the contractor's website: www.bokmerk.nl www.bokmerk.com www.bokmerk.fr www.bokmerk.de www.bokmerk.be. The most recently deposited version, and/or the version applicable when the agreement with the contractor was realised, is always applicable.