

GENERAL TERMS OF SALE AND DELIVERY - TAPETEX BV
based at Churchillaan 10, 5705 BK Helmond, The Netherlands

as deposited at the Chamber of Commerce in Eindhoven

1. General terms/applicability

1.1 In these General Terms, the references below mean the following:

Supplier : Tapetex BV

Purchaser : the opposite party to the Supplier

1.2 These General Terms apply to all transactions in which the Supplier acts as seller and/or supplier of items and/or services.

1.3 The Supplier rejects explicitly and completely the applicability of any general terms appealed to by the Purchaser.

1.4 Any deviations from these General Terms must be agreed in writing and only apply to the case for which they are agreed.

2. Offer and establishment of an agreement

2.1 Any offers from the Supplier are free of obligation unless otherwise explicitly stated. An agreement is not established until the Supplier confirms the Purchaser's assignment in writing or the Supplier starts to carry out the Purchaser's assignment at once, in which case the invoice serves as valid written confirmation of the assignment.

2.2 The Purchaser can only modify or cancel an assignment with the written consent of the Supplier. The parties agree explicitly that the Supplier can charge the Purchaser for any expenses which the Purchaser has generated.

3. Delivery, risk

3.1 Delivery and the transfer of the transport risk is completed in accordance with what is stipulated in the order confirmation sent by the Supplier and the stipulations of the Incoterms.

4. Delivery time

4.1 The delivery times agreed by the Supplier and the Purchaser are only an indicative guide and not a fixed deadline. There can be no question of a late delivery unless the Purchaser has issued a reminder. The Purchaser will set a period of time for the Supplier which must be at least 1 month. If the delivery is not made within the period set by the Purchaser, the Purchaser is entitled to cancel the order, in so far as it has not yet been carried out. The Purchaser is not entitled to claim compensation for late delivery. There is no question of late delivery as long as the Purchaser is in default with its payment obligations.

4.2 The Supplier is entitled to implement and invoice its duties in phases. Each delivery is then regarded as a separate transaction with all the legal consequences which this entails.

5. Ownership conditions

5.1 The items delivered by the Supplier to the Purchaser remain the property of the Supplier for as long as the Purchaser has not made its payments in full.

5.2 Until the Purchaser has paid in full, it is bound to look after the items with the utmost care and to insure them also on behalf of the Supplier. The Purchaser must store the items in such a way that they cannot be mixed with other items, and, amongst other things, they must not be adapted in any way. If the Purchaser does mix or adapt the items in any way, all claims by the Supplier against the Purchaser are due in full and with immediate effect.

5.3 The Supplier is authorised to reclaim the items at the expense of the Purchaser without serving notice of default if payment is not made by the expiry of the agreed period. The Purchaser has already granted the Supplier irrevocable authority to enter the business premises of the Purchaser for this purpose.

6. Payment

6.1 The Purchaser is not relieved of its payment obligations until the Supplier has full access to the amount on the invoice at a bank in its own country.

6.2 All payments must be in the possession of the Supplier by the final day of the payment period at the latest, without compensation and without deduction of costs or a discount for which the Purchaser does not have a credit note from the Supplier on the day of the payment. Payment must be made by means of a transfer to a bank account designated by the Supplier. The day of receipt recorded on the bank statement of the Supplier is final and is therefore regarded as the payment day. Bank charges are to be covered by the Purchaser. If payment is not made within the agreed payment period, the Purchaser is in default without notice. As soon as the Purchaser is in default with payments, all claims of the Supplier on the Purchaser are due.

6.3 In the event of late payment, the Purchaser incurs interest of 4% above the Dutch lending rate on the outstanding amount, without prejudice to any other rights which the Supplier has. Payments are regarded as being made first of all to clear any incurred interest and then to cover the most longstanding debt.

6.4 If the Supplier should hand the claim over to a debt collection agency, the Purchaser will be legally bound to reimburse the Supplier for any losses suffered, quite apart from paying the interest and any legal costs.

6.5 The Purchaser is obliged to provide guarantees if there are good reasons for assuming that the Purchaser will not comply with its obligations punctually. The Purchaser must provide these guarantees whenever the Supplier requests and in the form required by the latter.

7. Appeals and complaints

7.1 The Purchaser is obliged to examine the delivered items at the time of delivery to establish whether or not the delivered items correspond to the agreement.

7.2 Complaints must be lodged in writing together with sufficient evidence (samples, etc.) within 90 days of the invoice date. Return shipments are only permissible in consultation with the Supplier and with the Supplier's written consent.

7.3 If the delivered items do not correspond to the agreement and the Purchaser lodges a complaint within the allotted time, then the Supplier is bound to make its own choice from one of the following options: deliver the missing items, repair the delivered items, or refund a proportion of the purchase price.

7.4 The Purchaser loses all its rights under this article if the delivered items are processed by the Purchaser before this has been announced in the required manner, unless the Purchaser proves that further processing was necessary to prevent further damage.

7.5 Any complaints by the Purchaser, based on facts to justify the claim that the delivered items do not correspond to the agreement, expire one year after the invoice date.

7.6 Minor deviations from the sizes, weights, colours, and other details quoted do not qualify as defects.

8. Dissolution

8.1 If the Purchaser fails to meet any of its obligations arising from the agreement or is late in meeting any of its obligations, as well as in the event of bankruptcy and suspension of payment, the Supplier is entitled to choose to dissolve the agreement in full or in part or to suspend the execution of the agreement without being obliged to pay compensation and without prejudice to its further rights in the future.
In such cases, the Supplier is entitled to claim immediate settlement of all things due.

9. Circumstances beyond one's control

9.1 If it is impossible for the Supplier to comply reasonably with the agreement as a result of circumstances beyond its control, the Supplier has the right to dissolve the agreement.

9.2 Circumstances which are beyond the control of the Supplier include: strikes, illness, transport problems, failure by suppliers to meet their obligations, natural or nuclear disasters, war, and threats of war.

10. Ownership/intellectual rights

10.1 Any offers or designs (etc.) from the Supplier remain the property of the Supplier.
These things may not be copied without its consent, they must not be revealed to any others, and they must not be used by the Purchaser for any purposes other than those for which they were supplied to the Purchaser by the Supplier.

11. Liability

11.1 Apart from any stipulations which are binding by law, the Supplier is not bound to compensate the Purchaser for damage of any kind, direct or indirect, including commercial damage to moveable or immovable goods or to persons.

11.2 The Supplier's liability is limited to the amount on its invoice.

11.3 The Purchaser shall safeguard the Supplier against any claims related to the contract or its execution which others make against the Supplier, and the Purchaser shall indemnify the Supplier completely.

11.4 The Supplier requires any legislative and contractual means of defence to which it can appeal to repel its own liability towards the Purchaser, also on behalf of its subordinates and non-subordinates whose conduct may be liable pursuant to the Law.

12. Legal authority

12.1 Disputes arising in connection with any legal relationship between the Purchaser and the Supplier to which these General Terms apply shall be judged exclusively under Dutch law by the local Courts where the Supplier is based.
The Supplier explicitly reserves the right to have a dispute brought before the authorised court in the other party's locality or to opt for the dispute settlements of the NAI or ICC in the Netherlands.

13. Translations

The Dutch text takes priority over any translations of the text.