

Terms and Conditions of Schoorsteentechniek Brummen BV

Article 1: Applicability of these Terms and Conditions

1. These Terms and Conditions shall apply to all our tenders and agreements.
2. For the purposes of these Terms and Conditions, the term 'Counterparty' shall refer to any person or legal entity with whom the business of Schoorsteentechniek Brummen BV has concluded or wishes to conclude an agreement, as well as that person or legal entity's authorised or unofficial representatives, heirs or other legal successors.
3. A copy of these Terms and Conditions shall be supplied to the Counterparty when or before the agreement is entered into.

Article 2: Terms and Conditions of contracting parties and/or third parties

1. Schoorsteentechniek Brummen BV shall not accept the applicability of terms and conditions of contracting parties and/or third parties unless such is agreed explicitly and in writing.
2. However, the applicability of such terms and conditions shall not prejudice the applicability of the Terms and Conditions of Schoorsteentechniek Brummen BV, unless these Terms and Conditions are at odds with the terms and conditions of the contracting parties and/or third parties in question.
3. Schoorsteentechniek Brummen BV shall only accept terms and conditions based on the conditions set out above, and such terms and conditions shall apply exclusively to the transaction stipulated. Subsequent transactions shall not automatically be subject to those terms and conditions.

Articles 3: Tenders and quotes

1. Unless explicitly agreed otherwise, quotes shall apply until the final date stated explicitly therein. In the event that a quote does not stipulate any final date, that quote shall not be binding.
2. The sending of tenders and/or brochures, price lists, etc. shall not constitute any obligation on the part of Schoorsteentechniek Brummen BV to supply any goods or accept any orders. All models, measurements etcetera listed in catalogues, folders, quotes and similar documentation shall remain free of obligation and shall serve solely as estimates.

Article 4: Agreement

1. Engagements shall not qualify as having been accepted by Schoorsteentechniek Brummen BV until they have been confirmed in writing, or else have been accepted in a manner usual in the industry.
2. Agreements concluded with the assistance of intermediaries, as well as any agreements or alterations made subsequently, as well as oral or written agreements made by the staff, representatives or intermediaries of Schoorsteentechniek Brummen BV shall only be binding for Schoorsteentechniek Brummen BV if and insofar as they have been explicitly confirmed by Schoorsteentechniek Brummen BV.
3. When entering into an agreement, or once the agreement has been concluded, Schoorsteentechniek Brummen BV is entitled to demand an advance from the Counterparty, or

guarantees that the payment obligations will be met, before commencing or continuing its services.

Article 5: Prices

1. Unless stated otherwise, all prices of Schoorsteentechniek Brummen BV are:

- based on the purchase prices, wages, social and government charges, freight charges, insurance premiums and other expenses on the date of the quote or the order;
- based on the services set out in the quote;
- exclusive of VAT, import duties, other taxes, levies and duties;
- denominated in the currency of the Netherlands.

2. If one or more of the cost factors rises, Schoorsteentechniek Brummen BV shall be entitled to raise the price of the order accordingly, with due observance of any applicable statutory provisions and without prejudice to the Counterparty's right to dissolve the agreement on these grounds. However, any reasonable expectations of price increases shall be stated in the order confirmation.

Article 6: Changes to engagements

1. Any changes to the original order, whatever their nature, made in writing or in person by or on behalf of the Counterparty, and which result in higher costs than could be taken into account in the quote shall be charged separately to the Counterparty.

2. Any changes that the Counterparty wishes in the performance of the order once an engagement has been granted shall be submitted to Schoorsteentechniek Brummen BV in good time. The risk attached to the performance of any changes passed on in person or by telephone shall be for the Counterparty's account.

3. Changes may cause Schoorsteentechniek Brummen BV to exceed the deadline agreed owing to factors beyond our control.

Article 7: Cancellation

1. In the event that the Counterparty cancels the engagement and/or refuses to take delivery of goods for reasons that do not fall within the scope of Schoorsteentechniek Brummen BV's risks, the Counterparty shall assume any costs already incurred by Schoorsteentechniek Brummen BV, including wages and social charges.

2. Without prejudice to the matters set out in Article 7(1) above, Schoorsteentechniek Brummen BV reserves all rights to demand complete fulfilment of the agreement and/or full compensation for damages.

Article 8: Completion

1. All completion times stated shall serve as approximations and shall in no instance constitute fatal deadlines, unless explicitly agreed otherwise. The agreed completion time shall commence on the date on which the written order confirmation is dated and once all data necessary or requested for the performance of the agreement are in the possession of Schoorsteentechniek Brummen BV. In the event that Schoorsteentechniek Brummen BV has stipulated an advance payment, the completion time shall not commence until the day on which that advance payment is received.

2. Schoorsteentechniek Brummen BV shall observe the completion time to the best of its abilities. However, Schoorsteentechniek Brummen BV may only be held liable for exceeding the completion time after a reasonable period of time has been stipulated for completion and after the Counterparty has sent Schoorsteentechniek Brummen BV written notice of default.

Article 9: Performance of the work

1. In the event that the commencement or progress of the activities is delayed owing to factors for which the Counterparty is responsible, the Counterparty shall pay compensation for the resulting damages and costs.

2. Schoorsteentechniek Brummen BV shall draw the Counterparty's attention to any methods that, in Schoorsteentechniek Brummen BV's professional and expert opinion, is unsuitable. If the Counterparty nevertheless has a preference for a particular approach, the risk for any resulting damages shall be entirely for the Counterparty's account.

Article 12: Non-attributable shortcomings in the performance

1. For the purposes of these Terms and Conditions, non-attributable shortcomings shall be understood to mean shortcomings that are not attributable to the fault of Schoorsteentechniek Brummen BV nor are for Schoorsteentechniek Brummen BV's account, according to the law, juristic acts or generally accepted views. Causes of non-attributable shortcomings include strikes, war, fire, transport difficulties, extreme weather conditions, government measures, interruptions of work at suppliers, non-performance by suppliers preventing Schoorsteentechniek Brummen BV from fulfilling its obligations toward the Counterparty.

2. In the event of any non-attributable shortcoming, Schoorsteentechniek Brummen BV shall be entitled to agree on a new timeframe with the Counterparty, within which the engagement may as yet be performed. If performance is no longer possible, or if Schoorsteentechniek Brummen BV does not wish to make use of this option, the parties shall be entitled to consider the agreement to have been dissolved. In that event, they shall notify the other party of that circumstance in writing, without being obliged to pay any compensation for damages, except as stipulated in Section 78, Book 6 of the Netherlands Civil Code.

3. Schoorsteentechniek Brummen BV is entitled to demand payment for the services performed under the agreement in question before a situation as described in this Article became apparent.

Article 13: Retention of title

1. Until such a time as the Counterparty has made full payment in connection with the agreement, all goods shall remain the property of Schoorsteentechniek Brummen BV. The Counterparty shall ensure that those goods receive proper treatment, and is not entitled to relinquish those goods to third parties, give them in pledge, lend them to third parties or remove them or order their removal from the spaces to which they were delivered, until the entire purchase price has been paid in full, plus any additional costs.

2. In the event of non-payment of any amount owed, payment deferral, application for suspension of payment, bankruptcy, a guardianship order, death or liquidation of affairs of the Counterparty, Schoorsteentechniek Brummen BV shall be entitled, without judicial intervention, to cancel the order or the outstanding part of the order and to demand payment for any part already completed yet not paid, and to reclaim its property, less any amount already paid, and without prejudice to Schoorsteentechniek Brummen BV's right to demand compensation for any loss or damage. The Counterparty hereby agrees to allow Schoorsteentechniek Brummen BV access to the locations where those goods are situated and to cooperate in the return of those goods.

Article 14: Payment

1. Unless agreed otherwise, payment shall be made net and in cash upon completion or delivery, without any discount, or else by way of a transfer of the funds to a bank or giro account of Schoorsteentechniek Brummen BV's choice, within 30 days after the date of the invoice.

2. Any payment by the Counterparty shall serve primarily as fulfilment of interest payable and of any collection and/or clerical charges incurred by Schoorsteentechniek Brummen BV, after which the remainder shall be deducted from the oldest outstanding claim.

3. In the event that the Counterparty:

a. is declared bankrupt, assigns its estate or files an application for suspension of payment, or if some or all of the Counterparty's possessions are seized;

b. fails in the fulfilment of any statutory obligation or any obligation stemming from these Terms and Conditions;

c. fails to pay an invoiced amount, in whole or in full, within the period permitted for such;

d. discontinues or transfers its business or a significant portion thereof, including transferring that business into a newly incorporated company, or alters the business objectives;

all Schoorsteentechniek Brummen BV's claims on the counterparty shall become immediately payable. Schoorsteentechniek Brummen BV shall then be entitled to suspend or dissolve the agreement or the performance thereof, in whole or in part, without further notice of default and without judicial intervention, without prejudice to Schoorsteentechniek Brummen BV's right to compensation for damage, costs and interest.

4. Until such a time as the Counterparty has made full payment, Schoorsteentechniek Brummen BV shall reserve the right to suspend its activities until the Counterparty has paid all its debts, including any statutory interest and collection charges.

Article 15: Interest and costs

1. If payment has not been made within the period stipulated in Article 14 above, the Counterparty shall be deemed in default by operation of law, and shall be liable to pay interest at the rate of 1.5% per month or per part of a month over the outstanding amount, to be calculated from the date of the invoice.

2. All judicial and extrajudicial costs incurred shall be for the Counterparty's expense. The extrajudicial expenses shall be held to equal at least 15% if the amount payable by the Counterparty, including interest as described above. Article

16: Complaints

1. The Counterparty shall inspect the work performed when it is completed, or else to carry out such an inspection after an announcement on the part of Schoorsteentechniek Brummen BV that the goods are at the Counterparty's disposal.

2. Complaints shall be submitted directly to Schoorsteentechniek Brummen BV, no later than 8 days after completion, and shall clearly state the nature of the complaint and grounds for dissatisfaction. After this period of 8 days, the Counterparty shall be deemed to have approved the work performed or goods delivered and the invoice, and Schoorsteentechniek Brummen BV shall no longer take complaints into consideration

Article 17: Liability

1. Schoorsteentechniek Brummen BV's liability stemming from other facts or circumstances shall in no instance exceed the amount of the invoice or, if the Counterparty so chooses, replacement of goods, insofar as Schoorsteentechniek Brummen BV is capable of delivering such goods.

2. Schoorsteentechniek Brummen BV shall in no instance be liable for indirect or consequential damages, damages caused by business standstills, delays in construction, loss of orders, loss of profit, conversion costs etcetera. Article

18: Applicable law All tenders and agreements and the performance thereof shall be governed exclusively by the laws of the Netherlands.

Article 19: Disputes

1. All disputes, including those only considered as such by one of the parties, stemming from or related to any agreement governed by these Terms and Conditions or these Terms and Conditions themselves, including their interpretation or implementation, whether factual or legal, shall be referred to the competent civil court of the jurisdiction within which Schoorsteentechniek Brummen BV is established, insofar as is permitted by the law.

2. The provisions of Article 19(1) above shall not prejudice Schoorsteentechniek Brummen BV's right to refer the dispute to the court that is competent based on the normal rules for competence, or else to settle the dispute by way of arbitration or a binding recommendation.