

# General purchasing conditions of Vatenhandel Stijf B.V.

## **Article 1 - Definitions**

### 1.1

In these general terms and conditions the following terms have been meanings referred to:

- Supplier: any natural person or legal entity with whom/which Stijf concludes an Agreement with regard to the delivery of goods.
- Agreement: the agreement between Stijf and the Supplier with regard to the delivery of goods by the Supplier.
- Stijf: the private company with limited liability Vatenhandel Stijf B.V., established in Wezep.

## **Article 2 - General**

### 2.1

These general purchasing conditions apply to all proposals, offers and Agreements by Stijf which relate to goods to be delivered by the Supplier.

### 2.2

The Supplier's general terms and conditions do not apply, not even in addition to these Stijf general purchasing conditions, and consequently the possible applicability thereof is explicitly excluded, now and in the future. By submitting an offer, the Supplier explicitly rejects the applicability of its general terms and conditions.

### 2.3

These general purchasing conditions can only be deviated from if the parties explicitly agree such with each other in writing.

### 2.4

Stijf is authorised to make changes to these general purchasing conditions. Such changes will come into effect at the indicated time. Stijf will send the amended general purchasing conditions to the Supplier in good time. If no notification is given of the time of coming into effect, changes vis-à-vis the Supplier will come into effect as soon as the Supplier has been notified of the change.

### 2.5

If any provision in these general purchasing conditions becomes invalid or null and void, the other provisions will continue to apply and the parties will consult in order to agree a new provision to replace the invalid or null and void provision, whereby the goal and purport of the invalid or null and void will be observed wherever possible.

### 2.6

If provisions in the Agreement contradict provisions in these general purchasing conditions, the provisions which are most favourable for Stijf will take precedence.

## **Article 3 – Agreement**

### 3.1

An Agreement is formed after Stijf has sent the Supplier a written purchase order by e-mail, fax or letter, unless the Supplier immediately informs Stijf in writing that it does not agree to the content of the purchase order. If the Supplier has not signed the written purchase order from Stijf, but does execute the Agreement, the Supplier will be regarded as having agreed to the content of the Agreement.

### 3.2

All actions which the Supplier performs prior to the formation of the Agreement are for the Supplier's account and risk.

#### **Article 4 – Prices**

4.1

The prices referred to in the Agreement are fixed and comprise all costs, including but not exclusively the costs of transport, insurance, import and export duties, levies, etc, unless agreed otherwise in writing.

4.2

Set-off of exchange-rate differences to the detriment of Stijf are excluded.

#### **Article 5 - Delivery of goods and transfer of ownership and risk**

5.1

The goods will be delivered to the agreed place and at the agreed time in accordance with the applicable Incoterm DDP (Delivery Duty Paid), unless agreed otherwise in writing.

5.2

The Supplier's ownership of the goods delivered to Stijf will transfer at the moment of actual delivery of said goods to Stijf.

5.3

The risk with regard to the goods to be delivered to Stijf by the Supplier will be transferred at the moment at which Stijf has approved the goods. Up until that moment, the Supplier is responsible for the goods and liable for all damage which relates to the goods it delivers to Stijf.

5.4

The deadlines agreed between the Supplier and Stijf with regard to the delivery of goods are deadlines to be observed on penalty of forfeiture of rights, unless agreed otherwise in writing. In the event of late delivery, the Supplier will be in default without a notice of default being required. In the event of non-delivery or late delivery the Supplier will owe Stijf an immediately due and payable penalty of 10% (ten percent) of the value of the assignment in question for each day or part of a day that the Supplier exceeds the agreed delivery deadline without prejudice to Stijf's right to claim full compensation.

5.5

Stijf is authorised to postpone the delivery of goods without owing the Supplier any payment in return. In that case, the Supplier will properly and recognisably store and insure the goods.

5.6

As soon as the Supplier knows or should know that delivery of goods is not going to take place (on time or properly), it must immediately inform Stijf to this effect, mentioning the circumstances which constitute the reason for this non-fulfilment. In such an instance Stijf is entitled to terminate the Agreement without the Supplier being entitled to any compensation on any account.

5.7

The Supplier is not entitled to fulfil the Agreement in parts, unless agreed otherwise in writing.

5.8

Supplier is only allowed to have the Agreement wholly or partially executed by third parties if prior written Agreement is obtained from Stijf.

5.9

Execution of the Agreement is also taken to mean the delivery of all corresponding quality, inspection and guarantee certificates as well as all other relevant documentation.

## **Article 6 - Packaging and transporting goods**

### 6.1

The Supplier must ensure that the goods are properly packed, unless agreed otherwise in writing. The Supplier is responsible for complying with Dutch, European and international regulations with regard to packaging. The Supplier is forbidden from packaging wooden goods in foil, unless agreed otherwise in writing.

### 6.2

If wooden goods are transported by the Supplier, the Supplier guarantees that the semitrailers will be clean, that they will not contain any water, that the wooden floors of semitrailers are not moist and that there are no leaks. In addition, the Supplier will guarantee that there is sufficient ventilation.

### 6.3

Upon delivery of the goods by the Supplier to Stijf the Supplier is obliged to ensure that the wooden goods are stored dry and with sufficient ventilation, unless explicitly requested otherwise by Stijf.

## **Article 7 - Guarantee and inspection**

### 7.1

The Supplier guarantees that the goods supplied fulfil the Agreement, are free from defects, are suitable for the purpose they are intended for and meet the statutory requirements and other government regulations relating to, but not exclusively, safety, health and the environment. In the case of the delivery of wooden goods, these must be clean, (efficiently) dry and free of mould. If samples or models are used, the Supplier will guarantee that the goods are delivered in accordance with the samples or models. The guarantees referred to in this article apply for a period of 24 (twenty-four) months.

### 7.2

If, upon inspection, verification and/or testing, the goods delivered by the Supplier are fully or partially rejected, Stijf will notify the Supplier to this effect. In that case, the Supplier will be in default without any further notice of default being required. Without prejudice to all other rights of Stijf, including the right to dissolution, the Supplier is obliged, at Stijf's first request to deliver replacement goods to Stijf by a deadline to be determined by Stijf. Stijf is entitled to have the Agreement executed by third parties for the Supplier's account and risk.

### 7.3

The applicability of Articles 6:89 and 7:23 of the Dutch Civil Code is explicitly excluded.

## **Article 8 - Payment**

### 8.1

The Supplier's invoices will be paid within sixty (60) days after receipt of the invoice, unless agreed otherwise in writing.

### 8.2

If goods delivered by the Supplier do not comply with the Agreement, Stijf is authorised to suspend or set off payment of all invoices, on whatever account.

### 8.3

Stijf is at all times entitled, before payment takes place, to demand security, which it deems sufficient, for the fulfilment of the Supplier's obligations. Refusal by the Supplier to provide the requested security will not entitle Stijf to terminate the Agreement or suspend its payment obligations, without prejudice to Stijf's right to compensate any damage suffered.

### 8.4

Payment by Stijf will not, in any way, imply approval of the goods delivered by the Supplier or relinquishment of any right.

## 8.5

If Stijf fails to pay the Supplier's invoices by the agreed payment deadline, the Supplier will give Stijf the opportunity to fulfil his payment obligations after all within a deadline of 10 working days, before Stijf is considered to be in default.

## 8.6

Stijf is at all times entitled to set off amounts payable to the Supplier, on any account, with amounts which Stijf is entitled to claim from the Supplier, on any account.

## **Article 9 - Liability**

### 9.1

The Supplier is liable for all damage which Stijf suffers as a consequence of any action or omission by the Supplier, its staff or the persons engaged by the Supplier in the execution of the Agreement.

### 9.2

The Supplier indemnifies Stijf against all claims from third parties, including customers of Stijf, as a consequence of the execution of the Agreement by the Supplier and/or the use or application of the goods delivered to Stijf by the Supplier.

### 9.3

As from the moment that the Agreement is entered into, the Supplier will arrange adequate insurance for the execution of the Agreement and any resulting liability, and will continue to be adequately insured during the execution of the Agreement and will allow Stijf to inspect the insurance policy taken out at its first request.

### 9.4

Except in the event of intent or deliberate recklessness, Stijf's liability vis-à-vis the Supplier is limited to direct damage. Stijf is not liable for indirect damage, which includes consequential damage, lost profit, etc. Without prejudice to the above, Stijf's liability is limited, per damage-causing occurrence, to the amount for which Stijf's liability insurance offers cover. If said insurance does not offer any cover or does not pay out, Stijf's liability is limited to the value of the Agreement in question, up to a maximum of € 5,000 (five thousand euros).

## **Article 10 - Agreement and termination**

### 10.1

Without prejudice to the provisions of the Agreement, the parties are entitled, without notice of default or judicial intervention being required, to dissolve or terminate the Agreement wholly or partially with immediate effect, or to terminate it in the event of:

- a. (a request for the declaration of a) bankruptcy or suspension of payments on the part of the other party;
- b. full or partial closure of the other party's company, insofar as this hampers proper fulfilment by the Supplier of its obligations from the Agreement;
- c. dissolution or liquidation of the other party's company, or in the event that the other party ceases to exist;
- d. seizure of a significant portion of the other party's assets, insofar as this seizure proper fulfilment by the Supplier of its obligations from the Agreement;
- e. the other party not being able and/or willing to fulfil its obligations from the Agreement;

### 10.2

In the cases referred to in Article 10.1, Stijf is authorised to suspend the (further) execution of the Agreement. All claims which Stijf has, or might acquire, against the Supplier in these cases will be immediately due and payable in full, without discount or set-off.

### 10.3

If the Supplier is unable to fulfil its obligations from the Agreement due to force majeure, the Supplier will inform Stijf immediately in writing, stating the reason for the force majeure and giving notice of the deadline by which the Supplier will be able to fulfil its obligations from the Agreement after all. In the event of force majeure, Stijf will be entitled, without judicial intervention, to terminate or dissolve the Agreement, without Stijf being obliged to pay any compensation to the Supplier, on whatever account. Force majeure is not taken to mean fulfilment of obligations by third parties engaged by the Supplier.

### **Article 11 - Intellectual property rights**

11.1

Stijf will exclusively hold all intellectual property rights relating to the goods produced on the basis of a commission from Stijf and with regard to which Stijf made the design available to the Supplier, as well as with regard to models, drawings, samples, etc. which Stijf has made available to the Supplier. Without prior written permission from Stijf the Supplier is not permitted to copy, duplicate, or publish models, drawings, samples, etc, made available to it, nor communicate these to third parties. In addition, the Supplier is not permitted, without prior written permission from Stijf, to sell or make available the aforementioned goods to third parties.

11.2

For all other goods referred to in Article 11.1 the Supplier guarantees the free and undisturbed use of the goods delivered by Stijf and its customers. The Supplier indemnifies Stijf against all third-party claims due to violation of their intellectual property rights.

### **Article 12 - Confidentiality**

12.1

The Supplier is obliged not to make known the content of the Agreement and everything related to it to third parties except insofar as such is obligatory on the grounds of any legal regulation or judgement.

12.2

The confidentiality obligation referred to in this article will continue to apply even after the Agreement has ended.

### **Article 13 - Applicable law and disputes**

13.1

These general purchasing conditions and the Agreement are subject to Dutch law. Other regulations or treaties, such as the Vienna Sales Convention, are excluded.

13.2

All disputes that result from, or are connected to, the Agreement and these general purchasing conditions will be settled by the competent court in the district in which Stijf has its registered office.

### **Article 14 - Other provisions**

14.1

The rights and obligations from the Agreement are not transferable. This provision has a property law effect.

Vatenhandel Stijf B.V.,  
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