

General Terms and Conditions

ArchilumO B.V., with its registered office in Hilversum at Rembrandtlaan 43, 1213 BG.
These terms and conditions have been filed with the Chamber of Commerce in Amsterdam.

Definitions

1.1 In these Terms and Conditions:

- a. ArchilumO B.V. means the user of these General Terms and Conditions.
- b. Customer means the other party of ArchilumO B.V., legal person, company or natural person, who has accepted in writing or otherwise the validity of these General Terms and Conditions.
- c. A circumstance beyond the control of ArchilumO B.V. means fire and water damage, weather conditions, employee (representative organization) actions, machine defects, war, disasters, energy failures, supplier delays etc.

Applicability

- 2.1 These General Terms and Conditions apply and form an integral part of all offers and agreements between ArchilumO B.V. and its Customers, in which ArchilumO B.V. delivers goods and/or services, even if these goods and/or services have not been further described in the present General Terms and Conditions.
- 2.2 Variations to these General Terms and Conditions are valid only if expressly agreed by parties in writing. Variations to provisions are valid only in respect of agreements for which such have been accepted. In such case, the remaining provisions of the General Terms and Conditions of ArchilumO B.V. shall remain in full force.
- 2.3 Standard terms and conditions of Customer are valid only when expressly accepted in writing by ArchilumO B.V.

Offer and Agreement

- 3.1 Offers are made by ArchilumO B.V., free of any commitment, unless expressly provided otherwise.
- 3.2 If a Customer accepts an offer made without any commitment by ArchilumO B.V., ArchilumO B.V. may nevertheless revoke the offer within 7 business days after receipt of the acceptance.
- 3.3 Agreements are concluded only after express acceptance or confirmation by ArchilumO B.V. Acceptance shall be made by means of a written order confirmation from ArchilumO B.V. or by the actual performance by ArchilumO B.V. of the agreement. The order confirmation is considered to be a true and complete representation of the content of the agreement.
- 3.4 If an order for the delivery of goods or performance of services is not given to ArchilumO B.V., it may charge the Customer all costs that it has had to incur in order to be able to make its offer.

Price

- 4.1 The prices stated in offers and agreements of ArchilumO B.V. do not include VAT, import duties, taxes or other government charges as well as transport and insurance costs, unless expressly agreed otherwise in writing.
- 4.2 All prices are in Euros, unless indicated otherwise by further notice from ArchilumO B.V.
- 4.3 ArchilumO B.V. may alter the agreed price if and to the extent that circumstances occur, including increases in costs and changes in currencies, which could not have been reasonably foreseen when entering into the agreement. In the event of a price increase of more than 10% the Customer may terminate the agreement, to the extent that ArchilumO B.V. has not yet performed.
- 4.4 The content of brochures, printed matter and such does not bind ArchilumO B.V., unless express reference is made thereto in the agreement.

Payment

- 5.1 ArchilumO B.V. determines terms of payment on the basis of the nature and size of the order.
- 5.2 Unless expressly agreed otherwise in writing, payments must be received within a period of fourteen days after invoice date.
- 5.3 If (partial) payment is not made on time, the Customer is in default by operation of law and the entire (remainder of the) claim is immediately due and payable.
- 5.4 ArchilumO B.V. may require at all times payment in advance or further security from the Customer.
- 5.5 If ArchilumO B.V. has partially complied with its obligations, it is entitled to a proportional part of the agreed price.
- 5.6 The Customer's right to suspend or set off payments to ArchilumO B.V., regardless of reason, is expressly excluded.

Extrajudicial Costs and Interest

- 6.1 As from the moment the Customer is in default, the Customer shall pay interest in the amount of the greater of (a) 1% for each month or part thereof or (b) the statutory rate or "wettelijke rente" (as further described in EC Directive 2000/35 or Article 6:120 of the Burgerlijk Wetboek, as may be amended) on the outstanding invoice amount.
- 6.2 If in spite of written notice Customer again fails to comply with his/its payment obligations to ArchilumO B.V. and ArchilumO B.V.

gives the collection of the payment to another agency, the Customer is due to pay extrajudicial costs for an amount of 15% of the outstanding invoice amount, subject to a minimum of € 450, -.

6.3 Payments made by the Customer shall always serve in the first instance for payment of interest and costs due and subsequently for payment of the longest outstanding invoice, even if the Customer indicates otherwise in his/its payment order.

Suspension

7.1 ArchilumO B.V. may suspend performance of the agreement if the Customer fails to make (timely) payment, fails to provide at the request of ArchilumO B.V. ArchilumO B.V. security within the meaning of Article 5.4 of these terms and conditions or fails in any other way to comply with his/its obligations to ArchilumO B.V.

7.2 ArchilumO B.V. may also suspend compliance with the agreement, without being in default, if due to a circumstance beyond the control of ArchilumO B.V. and/or due to amendment of the (terms and conditions of the) agreement ArchilumO B.V. cannot be required to (timely) comply with the agreement.

Delivery and Risk; Special Made-to-Measure Orders

8.1 The Customer acknowledges and agrees that the production of products to be delivered by ArchilumO B.V. will commence only after the receipt by ArchilumO B.V. of the entire amount of the first (partial) invoice in respect of the to be delivered goods. Furthermore, the Customer acknowledges and agrees that, without prejudice to the other Terms and Conditions set out herein, including the applicable delivery time, deliveries of goods will take place only after the receipt by ArchilumO B.V. of the entire amount of the subsequent final invoice in respect of the to be delivered goods.

8.2 Delivery times given are to be regarded as approximate, start after receipt of the entire amount of the first invoice and shall in no event be regarded as deadlines, unless such has been expressly agreed in writing. Any agreed modification in the order, may result in the indicative delivery time to be adapted accordingly. In the event of non-timely delivery, the Customer must notify ArchilumO B.V. in writing of its default, and a reasonable period of at least 7 business days must be set to as yet comply.

8.3 The Customer is obliged to fully cooperate with the delivery. The Customer is in default without further notice if after the first request of ArchilumO B.V. the Customer fails to take up goods and/or services to be delivered by ArchilumO B.V.

8.4 Unless expressly agreed otherwise, the delivery is made ex works.

8.5 Loss of and damage to things, which the agreement between the Customer and ArchilumO B.V. deals with, are for the risk of the Customer the moment such have been placed in the actual possession of (an agent of) the Customer or from the moment the Customer refuses to cooperate with the delivery.

8.6 If the delivery of the goods to be delivered by ArchilumO B.V. is delayed due to a circumstance which is the responsibility of the Customer, the Customer is obliged to compensate the damage incurred by ArchilumO B.V. as a result thereof, including costs of transport and storage.

Claims

9.1 The Customer is obliged within 3 business days after delivery to inspect the goods delivered by ArchilumO B.V. for defects or for deviations from that which has been agreed in writing and to immediately notify ArchilumO B.V. in writing of any deviations or defects.

9.2 The Customer may not assert any further right against ArchilumO B.V. if any deviations or defects have not been notified in writing to ArchilumO B.V. within a period of 3 business days after the time that the deviation(s) or defect(s) has/have been detected or could have been detected.

9.3 The Customer may not assert in any case any further right if he/it has had the things delivered by ArchilumO B.V. put into use, processed or treated or has delivered such things or given such things for use to third parties.

9.4 In addition to this, the Customer may not invoke defective delivery or compliance if the Customer has not given ArchilumO B.V. the opportunity to repair, supplement or replace any defects or deviations, at the option of ArchilumO B.V.

Termination/Amendment

10.1 If circumstances occur of which ArchilumO B.V. was unaware on conclusion of the agreement and as a result of which compliance with the agreement is not possible, ArchilumO B.V. may demand of the Customer that the content of the agreement is amended in such a way as to enable performance.

10.2 The Customer may terminate the agreement only if ArchilumO B.V. has failed to comply with its obligations and has been notified of its default in writing by the Customer, and ArchilumO B.V. has been given a reasonable period of time to remedy this failure.

10.3 ArchilumO B.V. may terminate the agreement in part or in whole without prejudice to its right to compensation of costs and loss of profit and without prior notice or judicial intervention if:

- The Customer is granted a moratorium of payments, files a petition for bankruptcy, debtor relief or other protection from creditors, or the Customer's enterprise is liquidated (other than on behalf of reorganization or combination of enterprises or assets).
- The Customer fails to provide the security required by ArchilumO B.V. as referred to in Article 5.4 of these General Terms and Conditions.
- The Customer fails to comply with any other of his/its obligation arising from the agreement.

10.4 In the event of partial termination the Customer cannot claim annulment of performances already made by ArchilumO B.V. and ArchilumO B.V. shall be fully entitled to receive payment in this respect.

Liability

11.1 ArchilumO B.V. is only liable for damage that is the direct and exclusive consequence of intent or gross negligence of ArchilumO B.V. and to the extent that it has been properly notified in writing of its default by the Customer, and ArchilumO B.V. has been given a reasonable period of time to provide repair or replacement.

11.2 ArchilumO B.V. does not accept in any case whatsoever liability for trading losses or other indirect damage within the broadest sense of that term incurred by the Customer, including consequential loss, loss of profits and cost savings, regardless of cause.

11.3 The total liability of ArchilumO B.V. does not exceed in any case whatsoever compensation for damages up to an amount equal to the price excluding VAT stipulated for the agreement concerned, up to a maximum of 10% of the order amount, excluding VAT.

Retention of Property Rights

12.1 ArchilumO B.V. retains title to the goods delivered by it or to be delivered by it until the Customer has paid all claims of ArchilumO B.V. in respect of the consideration, including interest and extrajudicial costs, arising from the order or agreement. Until the Customer has paid all outstanding claims, including interest and extrajudicial costs, the Customer has the right to dispose of the purchased goods under the retention of title and property rights of ArchilumO B.V., to transfer the goods in whole or in part to third parties only under the following conditions that:

- a. this right of disposal is granted to the Customer only if it is necessary for the Customer, in its normal course of business, to operate,
- b. this right of disposal is granted to the Customer only if the Customer demands and receives immediate payment from its Customers, and
- c. the Customer never has the right or authority to charge, encumber, pledge or allow a lien to be placed upon the goods that have been sold under the retention of title and property rights. The Customer covenants to assign or pledge, upon demand and at the choice of ArchilumO B.V., all accounts receivable that are created or to be created from the sale of goods under the retention of title of ArchilumO B.V., to third parties.

Confidential Information

13.1 ArchilumO B.V. as well as the Customer warrant that all information, which is exchanged between parties within the framework of the agreement concluded between parties, is of a confidential nature and shall remain secret. Information is regarded in any case confidential if this information has been designated as such by one of the parties.

Intellectual/Industrial Property

14.1 the Customer may not remove, alter or conceal any designations concerning trademarks, trade names or other rights of intellectual and/or industrial property from or of the things delivered by ArchilumO B.V.

14.2 All rights of intellectual or industrial property on things delivered to Customer by ArchilumO B.V., including drawings, descriptions, advertising matter etc., remain at all times the property of ArchilumO B.V. and may not be reproduced, published or released in any other way to third parties without the express written consent of ArchilumO B.V.

Penalty

15.1 In the case of a breach of Article 13 and/or 14 of these terms and conditions and/or in all other cases in which Customer fails to comply with his/its obligations to ArchilumO B.V., the Customer shall forfeit to ArchilumO B.V. an immediately due and payable penalty of 10% of the ordered amount not subject to moderation by the court or set off, without prejudice to the right of ArchilumO B.V. to seek compliance or full damages.

Final Provisions

If any provision of these General Terms and Conditions is null and void or unenforceable, the remaining provisions shall remain in full force.

All agreements as well as all disputes arising there from shall be exclusively governed by the laws of The Netherlands.

All disputes arising from offers and agreements between ArchilumO B.V. and Customer shall be submitted to the adjudication of the District Court (Arrondissementsrechtbank) in Amsterdam, unless the subject matter of the dispute falls under the jurisdiction of the Sub-district Court Judge (Kantonrechter).