

TERMS AND CONDITIONS OF SALE

1. The following general terms and conditions govern any and all contracts of sale and other agreement that B&C concludes. In these Terms and Conditions the principal will be referred to as the 'buyer' (regardless of the content of the agreement). Any divergent terms and conditions on the part of the buyer are excluded unless B&C has accepted them in writing.

2. Orders/assignments on the part of the buyer are irrevocable. A contract of sale will enter into effect (regardless of any oral agreements or promises by sellers, representatives or other intermediaries of B&C Raamdecoratie) only by means of tacit acceptance one week after the order/assignment, unless B&C Raamdecoratie confirms the order/assignment earlier in writing. B&C Raamdecoratie will be entitled to attach conditions during the stipulated week for acceptance of the assignment (including cash on delivery and payment of outstanding invoices) or to refuse to accept the assignment without stating its reasons for doing so.

3a. Delivery will be made ex works. B&C Raamdecoratie will be responsible for transporting the goods to the buyer's address. The goods will be transported carriage paid only if the parties have agreed to do so.

3b. The buyer is obliged to inspect the goods that have been delivered and the packaging immediately after delivery for any defects or damage or to conduct that investigation after B&C Raamdecoratie has given notice that the goods are ready to be picked up by the buyer. The buyer must make a note (or have a note made) on the delivery receipt/invoice of any defects in or damage to the goods that have been delivered and/or the packaging. If the buyer fails to do so it will be deemed to have approved the goods that have been delivered. Any complaints in that respect will not be handled.

4. The delivery time indicated is only an approximation, unless the parties have agreed otherwise in writing. If the delivery time is exceeded only marginally the buyer will not be discharged from its obligations under the contract of sale. Under no circumstances will B&C be liable for compensation in the event that the delivery time is exceeded more extensively.

5a. The method of transport, shipment, packing, etc. will be determined by B&C Raamdecoratie if the buyer has not given any special instructions. Any specific wishes that the buyer has with respect to the transport/the shipment will be complied with only if the buyer has stated that it will pay any extra related costs.

5b. As follows from Article 3a and Article 7:10 of the Dutch Civil Code, the transport ex works is always at the buyer's risk, regardless of the conditions that the carrier stipulates towards the buyer.

6a. Any complaints with respect to the goods that are delivered must be reported to B&C Raamdecoratie in writing within eight days after delivery of them is taken, on pain of any claims lapsing, the foregoing subject to a precise description of the nature of and ground underlying the complaints. Any complaints with respect to invoices must be submitted in writing within eight days after the invoice in question is sent.

6b. If the complaint is well founded, B&C Raamdecoratie undertakes only to replace the unsound item or to repair it at its own expense, without the buyer being entitled to enforce any right to further compensation of damage except damage that ensues from Articles 6:185 *et al.* of the Dutch Civil Code (product liability).

6c. The purchaser declares that it has informed the end user of the products to be supplied by B&C fully about all possible risk aspects of using the products (including those posed for young children by the pull cords) and about the importance of providing correct information about the exact locations, hung height and the uses for which the products are intended and also that it has passed on all information from the end user relating to these aspects correctly to B&C when the order was placed or amended. The purchaser indemnifies B&C against the consequences of inaccuracies in the order and any deviations from the assembly instructions implemented with its knowledge, insofar as such assembly is done at the purchaser's expense.

6d. Goods that have been delivered may be returned only after B&C Raamdecoratie has given prior written permission to do so, subject to the conditions that it stipulates.

7. All the goods that B&C delivers will remain its property until payment has been made in full. B&C's collection books will remain its property at all times, regardless of whether any fee is paid for their use.

8. Unless the parties agree otherwise all payments must be made within 14 days of the invoice date. In the event that payment is not made in a timely manner B&C will be entitled to charge default interest on the outstanding amount in addition to compensation of the extrajudicial collection costs that B&C incurs, to be calculated in accordance with the collection rates stipulated by the Dutch Bar Association. Unless B&C has given written permission to do so, the buyer is not entitled to set off its claim (to a bonus or otherwise) against invoices as long as B&C can claim interest and costs on the basis of the buyer's default and the total claim would not cease to exist as a result of the setoff.

9. The agreements that B&C Raamdecoratie concludes, and the conclusion and performance of them, are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded, as is the applicability of any other international regulations that a permitted to be excluded. Only the court in territorial jurisdiction in which B&C Raamdecoratie has its registered office or maintains a place of business will have jurisdiction to take cognisance of any disputes that are related to the agreement.

10. B&C Raamdecoratie offers a 5 year warranty after the date of purchase on all bece® products. The warranty period does not affect the statutory provisions as they apply to the sale of consumer goods. Visit becedealer.com/garantie for a complete overview of the warranty conditions.

These Terms and Conditions were filed with the Chamber of Commerce and Industry of Harderwijk, the Netherlands, on 24 June 2014 under number 08208128.