

General Terms and Conditions ConcreetDesign B.V. 2016

- Definitions** a. client: each party that enters into or has entered into an agreement with ConcreetDesign B.V., or to whom an offer or proposal has been made by or on behalf of ConcreetDesign B.V.. b. product: any and all products offered for sale by ConcreetDesign B.V. to a client. c. order: a purchase order from client to ConcreetDesign B.V.. d. these terms: the present general terms and conditions of ConcreetDesign B.V..
- Applicability** These terms apply to all sale agreements entered into by ConcreetDesign B.V., as well as to sale offers and quotes done by ConcreetDesign B.V.. By entering into a sale agreement with ConcreetDesign B.V. or receiving a sale offer or quote from ConcreetDesign B.V., client unconditionally accepts the applicability of these terms. ConcreetDesign B.V. is at all times entitled to amend these terms. Changes come into effect 30 days after notification to client. Applicability of client's terms and conditions of any kind or name to a sale agreement between ConcreetDesign B.V. and client is hereby excluded, unless parties agree otherwise in writing. These terms are in force as per July 1th of 2016.
- Quotes** 3.1 Each offer or quote made by or on behalf of ConcreetDesign B.V. is made without obligation and does not bind ConcreetDesign B.V. except when and insofar as ConcreetDesign B.V. has explicitly stated otherwise in writing or parties have agreed otherwise in writing. 3.2 Any prices specified in an offer or quote are only valid for the quantities offered. Any prices specified in an offer or quote combining different products or product varieties are only valid for the total combined quantities offered. 3.3 Price lists, brochures and other information provided by or on behalf of ConcreetDesign B.V. are prepared with utmost care but bind ConcreetDesign B.V. only when and for as far as they have been explicitly confirmed to client by ConcreetDesign B.V.. ConcreetDesign B.V. is entitled to adapt the technology or design of products contained in sales documentation, as well as standard colour of material surfaces of products, at any time. 3.4 The dated quotation is binding for the period specified therein. If no period is specified, the offer is valid for 6 weeks.
- Realisation and content of agreement** 4.1 An agreement between ConcreetDesign B.V. and client is realised at the moment that a person authorized hereto by ConcreetDesign B.V. confirms in writing the acceptance of an order or assignment from client. The scope and content of the agreement follows on from the written confirmation of ConcreetDesign B.V.. 4.2 If an offer or quote is not without obligation as meant in

article 3.1 of these terms and a binding time period for the offer or quote has been set, the agreement is realised at the moment the offer or quote is accepted by client within that time limit. In such a case, the confirmation of the assignment or order is deemed to correctly and completely represent the agreement. 4.3 Client is freely entitled to cancel or adapt an order up to five days after the date of the order confirmation as meant in article 4.1 of these terms. If ConcreetDesign B.V. accepts an order cancellation or order adaptation after these five days, ConcreetDesign B.V. is entitled to charge an additional 25% to the original invoice amount of the order and re-determine delivery time. Any cancellation or adaptation of an order is subject to a € 30 ex VAT administration fee. 4.4 When entering into an agreement and before finalization of executing this agreement, ConcreetDesign B.V. is entitled to demand the provision of sufficient certainty from client regarding timely settlement by client of his payment obligations and other obligations.

- Prices** 5.1 Prices listed by ConcreetDesign B.V. are recommended retail prices before VAT or other taxes and levies. These recommended retail prices are subject to costs changes and can therefore be amended by ConcreetDesign B.V. accordingly without prior notice. 5.2 Prices listed are based on ex-works (Incoterms 2000) delivery by ConcreetDesign B.V., inclusive of packaging costs and exclusive of shipping costs and other costs that are for account of client in ex-works delivery, unless otherwise agreed in advance by parties in writing. 5.3 Additional and reduced work. Settlement of additional and reduced work takes place: a. result of a modification of the contract; b. in case of evidence by or on behalf of the government on the basis of laws or decisions where these or foreseen at the conclusion of the agreement were not; c. in case of deviations from the amounts of sums; d. in case of deviation of deductible amounts; e. in cases where settlement of additional and reduced work is required under the agreement.
- Payment** 6.1 Payment of the total purchase amount, including costs and taxes for account of ConcreetDesign B.V., is due before delivery of products and upon invoice by ConcreetDesign B.V., unless otherwise agreed in advance by parties in writing. 6.2 If a payment term as indicated by ConcreetDesign B.V. is exceeded by client, ConcreetDesign B.V. is without notice of default entitled to claim payment of a 2% interest per month on the outstanding invoice amount due and client agrees to forfeit such interest in that situation. Payment of interest as a result of payment term excess does not affect contractual payment obligations and other obligations by client, not does it deprive ConcreetDesign B.V. from any further rights. 6.3 In case client

exceeds a payment term for a specific order, all amounts invoiced by ConcreetDesign B.V. to client become payable at the moment the payment term for the aforementioned specific order is exceeded. 6.4 Notwithstanding article 6.2 of these terms, all costs incurred in relation to the collection of late payments by client are for the sole account of client and client agrees to forfeit such costs in those situations. 6.5 Client is not entitled to set-off any claims or counterclaims on ConcreetDesign B.V., her commercial agents or any other party related to ConcreetDesign B.V., against claims by ConcreetDesign B.V. on client without the prior written permission hereto by ConcreetDesign B.V.. 6.6 Any claim regarding invoices issued by or on behalf of ConcreetDesign B.V. must be lodged in writing with ConcreetDesign B.V. within eight days of the date of the invoice, after which the invoice(s) will be regarded as having been unconditionally accepted and approved by client. 6.7 Unless separately agreed, payments shall be made without deduction to ConcreetDesign B.V. account, namely: 1. a down-payment of one third when the order is placed; 2. one third payable when half of the delivery period expires; 3. The remainder payable upon delivery or upon notification of readiness for shipment if delivery is not possible immediately after completion of reasons for which ConcreetDesign B.V. is not responsible.

- Delivery and delivery period** 7.1 Delivery period commences on the moment an agreement between parties has been realized as defined in article 4. 7.2 Deliveries are made ex-works (Incoterms 2000) unless otherwise agreed by parties in writing. 7.3 Deliveries are made packaged by mail or carrier, such choice to the sole discretion of ConcreetDesign B.V.. Additional costs for express delivery air freight or transport by ship will be charged separately by ConcreetDesign B.V. to client for each incidence. 7.4 Client must report any shortages (including any kind of inconsistency with the purchase order), defects and damages, in writing to ConcreetDesign B.V. within three working days after the delivery day. If no timely report occurs the products will be regarded as having reached client in good condition, complete and undamaged. For the purpose of this provision and without prejudice to the provisions on the transfer of risk, the delivery day is the day when the products are unloaded or discharged at the location indicated hereto by client. 7.5 ConcreetDesign B.V. is entitled to make partial deliveries, which can be invoiced separately, in which case client is obliged to pay these separate invoices in accordance with article 6. 7.6 Except when and as far it has been otherwise agreed in writing, delivery times and periods specified by or on behalf of ConcreetDesign B.V. in an offer, quote or agreement are ex factory and are not intended to have a fatal effect.

ConcreteDesign B.V. is obliged to observe the specified delivery time and period as much as possible, but late delivery will not lead to any liability whatsoever for ConcreteDesign B.V., nor entitle client to claim compensation, price reduction or cancellation of the order. In case delivery time is exceeded excessively, parties must consult with each other.

8. **Passing of usage and risk** 8.1 The usage and risk with regard to the products sold and/or delivered by or in the name of ConcreteDesign B.V. to client is transferred to the other party: for products supplied out of stock, this occurs at the moment these goods are segregated from stock for the benefit of client; for other products, this occurs at the moment the products are loaded for transportation to client or to a place indicated by client except when and insofar parties agreed otherwise in writing. 8.2 If shipping of any kind whatsoever of products is delayed or turned out impossible as a result of circumstances outside ConcreteDesign B.V.'s direct control, the purchased products will be stored at the sole expense and risk of client. 8.3 If shipment or acceptance is delayed or not performed due to circumstances not attributable to ConcreteDesign B.V., the risk of accidental loss or accidental deterioration of the article to be supplied shall pass to the client from the day on which notice is given of its readiness for shipment or acceptance.
9. **Transport** Unless indicated in writing by client to ConcreteDesign B.V. before the starting moment of packaging, the manner of packaging, transport, shipment etc. of products is completely at the discretion of ConcreteDesign B.V. and will be determined with utmost care by ConcreteDesign B.V., without prejudice to the provisions in article 8.
10. **Force majeure/non-liable failing** If ConcreteDesign B.V. as a result of force majeure is prevented from fulfilling any of its obligations to client and in the event the force majeure to ConcreteDesign B.V.'s opinion is of a temporary or transitory nature, ConcreteDesign B.V. is entitled to postpone the execution of that obligation or the agreement until the circumstances or events causing the force majeure situation no longer arise. If ConcreteDesign B.V. as a result of force majeure is prevented from fulfilling any of its obligations to client and in the event the force majeure to ConcreteDesign B.V.'s opinion is of a permanent nature, parties will consult with each other to come to a settlement of dissolution of the agreement. For the cause of this provision, force majeure is defined as: each circumstance, cause or event, wherever occurring, whether it be of temporary or permanent nature which prevents the correct, complete and timely fulfilment of any obligation of ConcreteDesign B.V. and each circumstance, cause or event by

which ConcreteDesign B.V. cannot reasonably be expected to prevent or which wholly or partially falls outside of the sphere of influence of ConcreteDesign B.V.; amongst others fire, explosions, nature disasters, strikes and work stoppages, excessive sickness absenteeism of staff, boycotts, war, governmental actions or regulations which prevent, delay or hinder the proper execution of the agreement, lack of transport resources, disturbances in the provision of energy or any other public utility, disturbances or delay in the supply of materials or parts, non-fulfilment of obligations by a contract partner of ConcreteDesign B.V.; as well as the results of the aforementioned circumstances. If force majeure prevents ConcreteDesign B.V. to fulfil its obligations to any but not all of its clients, ConcreteDesign B.V. is entitled to unilaterally decide which client's obligations will be fulfilled and in which following order. If the event lasts for more than 3 months, ConcreteDesign B.V. shall also be authorised to terminate the contract.

11. **Termination of agreement** 11.1 In case of non-observance by client of any of its obligations, in case client is declared bankrupt, goes into administration, presents a request for delay of payment, is confronted with a whole or partial seizure of its assets or is entering liquidation, ConcreteDesign B.V. is entitled to terminate and/or dissolve the agreement without judicial intervention and without ConcreteDesign B.V.'s rights to claim damages, to make use of her ownership retention rights and/or to demand fulfilment with compensation of the agreement instead of termination. 11.2 Client is entitled to terminate the agreement in case (a) ConcreteDesign B.V. exceeds a delivery term for a second time without justifiable grounds and client has indicated in writing before the second excess that it will refuse acceptance in case of second excess or (b) ConcreteDesign B.V. within a reasonable term cannot fulfil its obligations towards client and ConcreteDesign B.V. has indicated this to client. Termination as meant in this provision will never result in compensation of damages for client.
12. **Return of products** 12.1 The return of goods will only be accepted by ConcreteDesign B.V. within seven days after delivery day and with written prior approval by ConcreteDesign B.V.. For undamaged products, a maximum of 90% of the net value of the products, minus packaging and shipping costs, is eligible for refund. 12.2 Return of products is subject to a €30 ex VAT administration fee per indicated return. Costs of missing original packaging, small accessories and additional work will be itemised and deducted from the credit invoice. No cash refunds can be made. 12.3 Unique, custom made or special products or standard models modified at the request of client can never be returned.

13. **Warranty and compliance** 13.1 With due observance to the provisions specified elsewhere in these terms, ConcreteDesign B.V. guarantees the quality of the materials used and their promised characteristics as well as the proper functioning of the products. A guarantee for products purchased elsewhere by ConcreteDesign B.V. is only given as far as it has been provided by the original manufacturer(s). 13.2 Warranty period is 2 years and is valid from the day of delivery to client (including any viewing period). Within the warranty period, any product faulty as a result of apparent material, design or construction defect, will be repaired or a replacement product supplied by ConcreteDesign B.V., such choice at the sole discretion of ConcreteDesign B.V. and ConcreteDesign B.V. will indicate to client where the product(s) should be sent to. 13.3 If, as part of rectification of a defect, the client obtains new rights in relation to defects, all claims arising from these rights shall become statute-barred at the latest 6 months from when the defect was rectified whereby such claims shall exclusively be limited to defects that arise directly in connection with the rectification of the defect. 13.4 Warranty does not apply to ConcreteDesign B.V. products that have been amended or repaired by client or a third party, nor does it apply in case client or a third party involved did not observe the relevant assembly and/or user instructions. 13.5 Warranty does not apply to ConcreteDesign B.V. products that also have been manufactured on the basis of constructions, drawings or models provided by or on behalf of client. 13.6 If in the opinion of ConcreteDesign B.V. the product(s) rendered for replacement or repair exhibit no faults, then all costs involved may be passed on to client. 13.7 Satisfying the guarantee obligation is regarded as the only and complete compensation. 13.8 The delivered goods must possess qualities that the client may expect under the contract during normal use (compliance). Are these expectations not met, then the client is entitled to repair, replacement, cancellation and / or reduction in price. 13.9 ConcreteDesign B.V. provides on top of his legal obligation referred to in paragraph 1, the client warranty on the matter, as far as defects are not the result of not corresponding use with the destination. Unless explicitly revealed in the offer and agreed otherwise in writing or electronically, the guarantee is given according to the following system: 1. one year after the invoice date: the cost of repair, respectively replacement, including the cargo- and call-out charges solely by ConcreteDesign B.V.; 2. after one year and up to two years after the invoice date: the cost of repair, respectively replacement, including the cargo- and call-out charges, are for 1/2 part payable by the ConcreteDesign B.V.; The right to replacement is not so far as the defect is reasonably restored for the client. If the defect is only insignificant and ConcreteDesign B.V. has failed to remedy the

defect by a reasonable period of time set for him to repair the article or supply a replacement, the client shall merely have a right to a reduction in the contractual price. Restricting the right after moving outside the Netherlands to reimbursement of the cargo- and call-out charges that would have been at costs for ConcreetDesign B.V. if the client had continued to live at the address where it was delivered before moving. 13.10 Warranty provisions are only applicable when the destination corresponding use of the goods delivered or work performed. 13.11 The client is obliged to behave as a good client, which means that the product is properly and adequately maintained and treated judiciously. In order to claim the warranty ConcreetDesign B.V. expects client that during installation and in use the following points are observed: a. ensures good ventilation; b. no leakage; c. Never leave wet or damp items in or on the purchased goods; d. Adequate and proper maintenance with PH-neutral cleaning agents such as Ecover or green soap; e. Never use abrasive or aggressive cleaning; f. do not use to hot water; g. Check purchased items before placement on any defects or errors. 13.12 If and insofar as to the quality of the product not explicitly otherwise agreed, slight variations in size, color, durability, surface including small imperfections and / or visible airbubbles, structure, any efflorescence and other detected minor defects that are common, give no reason to reject or complaint and can limit or exclude the right to warranty and/or damages. 13.13 Not covered by the warranty: damage of any kind submitted after the deadline of 2 working days after assembly and 8 days after delivery; damage caused by improper handling or insufficient care for the goods; defects caused by high temperatures; cargo- and call-out charges.

14. **Ownership retention** 14.1 Without prejudice to article 8 of these terms, all products supplied by or on behalf of ConcreetDesign B.V. remain the property of ConcreetDesign B.V. until the moment that the debt of client towards ConcreetDesign B.V. has been fully settled, this debt being the amount or the account that client owes to ConcreetDesign B.V. inclusive of all interest and costs. 14.2 For as long as the ownership of products remains with ConcreetDesign B.V. on the basis of this article, client is obliged to hold the products in such a way that they can easily and clearly be identified as the products of ConcreetDesign B.V.. 14.3 At first request of ConcreetDesign B.V., client must authorize the immediate return of those ConcreetDesign B.V. products which have not yet been fully paid for where ever those products may be. 14.4 Client is entitled to sell or use products under ownership retention within the framework of normal business operations. However, no right of security can be bestowed on those products nor can they be encumbered or made a part or an element of one or more other goods. When

products under ConcreetDesign B.V.'s ownership retention are sold on by or on behalf of client, client is obliged to retain ownership for himself and at ConcreetDesign B.V.'s first request to cede to ConcreetDesign B.V. all demands against the client's debtor, up to the amount that client owes to ConcreetDesign B.V..

15. **Liability** 15.1 Except when and as far as something else might otherwise ensue from provisions of imperative law concerning (product) liability, ConcreetDesign B.V. is not obliged to compensate for damage of whatever nature, to any movable or immovable good or to any person, including any loss of profits, at client or any third party. This applies for damage caused directly or indirectly by or being connected with any object or product supplied by or on behalf of ConcreetDesign B.V., including any use, application, transport and storage, assembly or installing of such object or product. Client explicitly indemnifies ConcreetDesign B.V. against claims and demands which are based on or connected with such damage. 15.2 Except in the case of intentional or flagrant damage on the part of ConcreetDesign B.V., ConcreetDesign B.V. is not liable for any damage as meant in the previous clause which is caused by or is the result of any service performed by or on behalf of ConcreetDesign B.V.. 15.3 With respect to any advice provided, ConcreetDesign B.V. is only liable for normally foreseeable and avoidable shortcomings in the advice, on the understanding that this liability never exceeds any amount agreed upon and received for the advice. 15.4 Any liability is at any time limited to directly caused damage and to the amount, in each case, reimbursed by the liability insurer of ConcreetDesign B.V.. If necessary, and at the request of client, ConcreetDesign B.V. will provide information on the insured amount(s). If no liability insurance is provided for, any liability on ConcreetDesign B.V.'s part is at all times limited to the net amount invoiced for the circumstance in question. Notwithstanding article 13.6 of these terms, settlement of the assessed damage is to be regarded as the only and complete compensation. 15.5 Any claim for damages lapses one year after the damage has manifested or has been discovered, recognised or could have been expected to have been discovered or recognised and, in all cases, two years after the delivery day. 15.6 ConcreetDesign B.V.'s liability for material defects in essential third-party products, which are an integral part or accessories of the delivered goods, shall be limited to assignment of the claims for material defects of ConcreetDesign B.V. against his supplier and as far as ConcreetDesign B.V. wishes to make use of these provisions. 15.7 Affect his liability under the law and what the parties have agreed, ConcreetDesign B.V. is not liable for damages resulting from causes not known to ConcreetDesign B.V. or ought to know,

such as: a. the occurrence of cracks and/or hairline fractures caused by the gradual loss of building humidity after new construction or renovation; b. the appearance of discolorations, cracks and / or hairline fractures caused by the direct action of heat sources such as sun, c.v. pipes and fires; c. the appearance of discolorations, cracks and/or other damage to the surface caused by the direct action of chemicals such as alkaline detergents; whose use before or during the sale by ConcreetDesign B.V. to the client is not recommended; d. extreme changes in humidity percentage c.q. temperature, or too high or too low humidity percentage in the concerned area and surrounding areas;

16. **Intellectual property rights** 16.1 Client will employ technical data, drawings and all other essential information supplied by or on behalf of ConcreetDesign B.V. only for its own (internal) use and will not in any pass it on or sell it or make it available to third parties nor allow any third party to use it. 16.2 ConcreetDesign B.V. cannot be held liable in any way with regard to the infringement of any industrial or intellectual property right which infringement is the result of any change in or to a product supplied by or on behalf of ConcreetDesign B.V. or in the use or application of such a product in a way different to that which ConcreetDesign B.V. could have expected or assumed, or which is the result of the product's integration, use or application in combination with other goods not supplied by or on behalf of ConcreetDesign B.V..
17. **Applicable law** Dutch law is applicable to all offers, quotes, orders, agreements, deliveries and services performed and entered into by or on behalf of ConcreetDesign B.V., notwithstanding the applicability of the UN Vienna Trade Treaty concerning international trade agreements related to movable goods. All disputes, including those considered as such by only one party, resulting from or connected with an agreement to which these terms are applicable and which cannot be solved amicably will be settled in first instance by the district court of the district in which ConcreetDesign B.V. is located, without prejudice to ConcreetDesign B.V.'s rights to seizure or from taking other provisional measures at the places and before the legal bodies that ConcreetDesign B.V. wishes.

The General Terms and Conditions are deposited at the Chamber of Commerce The Hague.