

## I. GENERAL PART

### Article 1. Contract and Terms and Conditions

- 1.1 These Terms and Conditions apply to all contracts to be concluded by Alphenberg B.V., hereinafter: 'Alphenberg', as well as to all its tenders/offers.
- 1.2 These Terms and Conditions consist of three parts, a general part and two special parts. The general part is applicable at all times. The two special parts relate respectively to delivery of goods without assembly and to delivery of goods with assembly.
- 1.3 'Client' means: the addressee(s) of an offer from Alphenberg, the contracting party of Alphenberg or the party with which Alphenberg has a different legal relationship.
- 1.4 Unless agreed otherwise in writing, departures from these Terms and Conditions will apply only to the contract to which they relate. The applicability of any terms and condition of purchase or other terms and conditions of the client is expressly rejected.
- 1.5 If a stipulation of the contract or these terms and conditions is null and void or is nullified, the other stipulations will remain fully in force and Alphenberg and the client will consult to replace the null and void stipulation by a stipulation that follows the purpose and tenor of the stipulation to be replaced as far as possible.
- 1.6 Alphenberg cannot be considered to have consented by way of any action, by way of a statement or by way of a commitment by an employee or representative not authorised to that effect or considered to have tacitly consented to terms and conditions used by the client or to a change to these terms and conditions or the contact which has not been agreed in writing.
- 1.7 Unless Alphenberg has explicitly notified the Client otherwise in writing, after a contract has been concluded once on the basis of the foregoing, the contracts arising from it or new contracts between the parties will also be governed by these Terms and Conditions, also in the event that the contract is concluded afterwards by telephone, fax or e-mail.
- 1.8 If more than one natural and/or legal person acts as the client or behaves as such, all shall be jointly and severally liable to Alphenberg.
- 1.9 Alphenberg will be entitled to transfer its rights and obligations under the relevant contract, as well as the title to the relevant goods, to third parties. Without written permission from Alphenberg, the client may not transfer its rights and obligations with respect to Alphenberg to third parties.

### Article 2. Offers and documentation

- 2.1 Offers (written or oral), documentation, drawings and calculations provided by or on behalf of Alphenberg are free of obligation and issued to the best of our ability, without the client being able to derive any rights from this.
- 2.2 The offers made by Alphenberg are free of obligation and valid for 30 days, counting from the date of the offer, unless indicated otherwise.
- 2.3 If in relation to an offer and at the client's request, Alphenberg has performed drawing and calculation work and no contract is concluded afterwards, the client will have to pay a reasonable fee to Alphenberg for drawing and calculation work performed, which in any case will consist of an hourly fee for work performed.
- 2.4 Offers are always based on information provided by the client. If certain information from the client no longer proves to be correct, this can have consequences for the offer or the contract concluded on its basis. The client will bear the risk of those consequences.

### Article 3. Contract

- 3.1 If the offer from Alphenberg is accepted, the contract will be concluded only at the time Alphenberg either confirms such acceptance within a reasonable time or starts to perform the contract. This also means the making of a payment or advance payment by the client.
- 3.2 Alphenberg cannot be required to start performing the contract before all information necessary to do so, including a contract conformation signed for approval by the client, is in its possession and it has received any agreed payment or instalment.

## II. SPECIAL PART I Delivery of goods

### Article 4. Delivery, retention of title and risk

- 4.1 The indication of the delivery time will be made at all times by approximation and will never be a deadline, unless explicitly agreed otherwise in writing. Exceeding any delivery period will not give the client a right to compensation in whatever form with respect to whomsoever.
- 4.2 Unless explicitly agreed otherwise in writing, the warehouses of Alphenberg (in Waalwijk) will count as the place of delivery. If it has been agreed that delivery will be made to a location to be indicated by the client, the following terms and conditions will then apply:
  - Alphenberg will have complied with its delivery obligation by presenting the goods once to the client. An offer to deliver will be equated with delivery. In the event of refusal to take delivery, Alphenberg will not be required to deliver the goods before the client has paid the agreed price, including the costs incurred by Alphenberg as a result of the refusal to take delivery.
  - Alphenberg will be allowed to deliver purchased goods in parts. In that case Alphenberg will be entitled to invoice each part separately;
  - Alphenberg will be entitled without stating reasons to make the delivery C.O.D;
  - Alphenberg will have the right on each change in the client's business situation (relocation, change to the management board etc.) at its discretion to discontinue the delivery of still current orders immediately or to require security for the settlement thereof. The same will hold if unfavourable information about the client reaches Alphenberg. Nor will Alphenberg be required to deliver as long as the previous deliveries, the purchase price of which is due and payable, have not yet been paid in full;
  - The client must provide for the necessary facilities for access and transport at the delivery address;
  - Delivery will be made behind the first door on the ground floor.
- 4.3 The goods delivered by Alphenberg will remain the property of Alphenberg until the client has complied with all following obligations under any contract concluded with Alphenberg:
  - 1) The consideration for the goods delivered or to be delivered themselves.
  - 2) Any claim due to noncompliance by the client with one or more contracts concluded (earlier) with Alphenberg.
- 4.4 By entering into the contract with applicability of these General Terms and Conditions, the client gives Alphenberg and its authorised natural persons permission to enter its locations and grounds in order to claim its property after reliance on the above-mentioned retention of title. If Alphenberg is compelled to take back its property because the client is not complying with its obligations, the client must cooperate fully to enable Alphenberg to effectuate its retention of title, failing which the client must pay a contractual penalty in the amount of the invoice amount to which the retention of title relates.
- 4.5 The liability and the risk of the goods to be delivered by Alphenberg will pass to the client at the time of delivery of the goods to the client.
- 4.6 If the force majeure situation lasts longer than 30 days, both Alphenberg and the client will have the possibility to terminate the contract in writing, after which both parties will be relieved of their obligations towards each other, with due observance of the stipulations in Article 13 relating to force majeure.

### Article 5. Packaging materials

- 5.1 Alphenberg shall properly package the goods to be delivered (unless the nature of the goods precludes this), and protect them in such a way that, if transported normally, they reach their destination in good condition.
- 5.2 When Alphenberg makes loading ramps, packing boxes, crates, containers etc. available for packaging and transport, or has them made available by a third party - whether or not for payment of a deposit or security deposit - (unless non-returnable packaging is concerned) the client must send these loading ramps etc. back to the address indicated by Alphenberg, failing which the client must compensate Alphenberg for the loss it has incurred.

### Article 6. Intellectual property rights

- 6.1 All intellectual property rights in the products and/or services, as well as the designs, software, documentation and all other materials that are developed and or used to prepare or perform the contract between Alphenberg and the client, or which arise therefrom, shall be vested exclusively in Alphenberg or its suppliers. The delivery of products and/or services shall not entail the transfer any intellectual property rights.
- 6.2 The client will acquire only a non-exclusive and non-transferable right to use the products and results of the services for the agreed purposes. During such use, the client must comply strictly with the terms and conditions set out in the General Terms and Conditions or otherwise imposed on the client.
- 6.3 Without prior written permission from Alphenberg, the client must not in any way, wholly or partially, disclose or reproduce the products and results of the services or make them available to third parties.
- 6.4 The client must not remove or alter marks of Alphenberg or its suppliers relating to copyrights, trademarks, trade names or other intellectual property rights.

### Article 7. Duty to provide information

- 7.1 At the first request of Alphenberg to that effect, the client must inform Alphenberg of its correct VAT identification number, Chamber of Commerce number, as well as the name under which the client is registered with the Tax Authorities.
- 7.2 If the client notifies Alphenberg in writing of an address, Alphenberg will be entitled to send all orders to that address, unless the client notifies Alphenberg in writing of a different address to which the orders must be sent.

### Article 8. Prices

- 8.1 The prices listed for the products and services offered are in Euros, exclusive of VAT, taxes and/or other levies, if any, unless stated or agreed otherwise in writing.
- 8.2 If the agreed price is raised after the contract has been concluded, but before delivery of the goods, either as a result of currency adjustment or because of changes to purchase prices, wages, wage costs, social and government charges, freightage, insurance premiums and other costs, which are beyond the control of Alphenberg, Alphenberg will be entitled to pass on the price increase to the client. Only if the price increase amounts to more than 15% with respect to the agreed price will the client have the right within 14 days after Alphenberg has informed it to that effect, to terminate the contract by sending written notice to Alphenberg by registered post.

### Article 9. Security

- 9.1 Alphenberg will be entitled before proceeding to delivery or on delivery or on performing the contract in another way, to demand security, adequate in its opinion, immediately at its request, for compliance with the clients' obligation to comply.

### Article 10. Payment

- 10.1 Payment by clients who have their place of residence/business establishment in the Netherlands must be made as follows: 30% in advance and 70% immediately after delivery. Payment by clients who have their place of residence/business establishment outside the Netherlands must be made as follows: 30% in advance before production and 70% before delivery. Payment must be made without reliance on setoff or suspension. If the client remains in default of payment of an invoice, Alphenberg will be entitled to discontinue performance of the work/service until the time at which the due and payable invoice, plus the amounts to which Alphenberg is entitled in accordance with Article 10.4, have been paid.
- 10.2 Prior to the final settlement, immediately after completion of the work, Alphenberg may send an invoice for the amount to which it is indisputably entitled.
- 10.3 In case of liquidation, insolvency, attachment or suspension of payment on the part of the client, Alphenberg's claims against the client shall be immediately due and payable.
- 10.4 If the client remains in default of payment of what it owes Alphenberg under the contract, he will owe contractual interest at a rate of 1% per month from the

due date, and Alphenberg will be entitled to collect the amount due, and the extrajudicial collection costs will be payable by the client. Alphenberg will be entitled to fix the costs at 15 % of the principal sum due. Over and above this, in departure from the customary court-approved scale of costs, the client will have to compensate Alphenberg for all judicial costs.

#### Article 11. Description, Quality and Complaint

- 11.1 Alphenberg will deliver the agreed goods in conformity with the description, quality and quantity as specified in the order confirmation, albeit that minor deviations in colour, quality, dimensions and weights will be allowed, in so far as they do not impair the value in use.
- 11.2 Alphenberg will have the right to alter the models of its goods, as well as to deliver the model that takes the place of the model that can no longer be delivered.
- 11.3 Alphenberg exclusively warrants that the goods are suitable for normal use as provided in the product description or instructions for use. Alphenberg does not warrant that the goods are suitable for the purpose for which the purchaser wants to intend them, not even if Alphenberg has been informed of the purpose.
- 11.4 The client must inspect the goods or have them inspected on delivery. In doing so, the client must check:
- 1) Whether the packing materials, packaging and external condition of the goods are in order;
  - 2) Whether the correct goods have been delivered;
  - 3) Whether the goods delivered match that which was agreed with respect to the quantity (the number or quantity, as the case may be);
  - 4) Whether the goods delivered meet the agreed quality requirements, or at any rate requirements that may be set for normal use of the goods.
- 11.5 Complaints about packing materials, packaging, external condition, correctness of the products delivered, and correctness of the number of goods must be noted down immediately on the waybill/packing slip or delivery receipt.
- 11.6 Alphenberg must be notified of complaints about the quality if the goods delivered in writing within 7 days. Complaints outside the specified period for complaints are in principle not handled, and the client's claims to that effect will have lapsed as well.
- 11.7 If complaints are recognised as valid, which is at the discretion of Alphenberg, Alphenberg may then either repair the goods or deduct the net amount of the invoice.
- 11.8 Complaints about invoices must also be submitted in writing, and within (7) seven days of the date on which the invoices were sent.
- 11.9 The submission of complaints will not release the client from its obligations under the contract with Alphenberg.

#### Article 12. Special aspects of the goods to be delivered

- 12.1 The client declares that it is aware that the characteristics and properties of the goods to be delivered by Alphenberg – products made of leather hides – differ from the normal standards, as they are natural products. Scratches, folds and a range of colouring can be present on the products to be delivered.
- 12.2 The client declares that it is aware that the hides come from animals which have spent their lives in the open air. Because of this, scars can be present on the hides from mosquito bites, fights and obstacles such as barbed wire. Traces of these scars may remain visible after treatment and are inherent in the product.
- 12.3 The client declares that it is aware that the colour of the sample/samples shown prior to conclusion of the contract can differ from that of the hides to be delivered by Alphenberg. This is due to the differences in light, temperature and humidity under which the animals have lived.
- 12.4 The client declares that it is aware that the hides are subject to shrinkage and expansion, caused among other things by a change in humidity. This is a continuous process. The temperature for mounting/installation of the leather covered tiles is between 18°C and 22°C. Humidity should be between 40% and 60%. Should the conditions for this differ – to be determined exclusively by Alphenberg – then Alphenberg will not, unfortunately, be able to

guarantee its quality standards.

- 12.5 The client acknowledges that it cannot rely on a failure to perform the contract if one or more circumstances occur as included in this article. Nor may the client suspend its obligations, cancel or terminate the contract by relying on one or more circumstances as referred to in this article.

#### Article 13. Force majeure and Liability

- 13.1 Failure to deliver or to deliver in a timely manner and/or improper delivery as well as improper functioning of the goods delivered, will not give the client the right to compensation and/or termination, in so far as there has been force majeure on the part of Alphenberg.
- 13.2 Without prejudice to the further rights to which it is entitled, if it is prevented from performing the contact or from performing it in time by force majeure, Alphenberg will have the right to suspend performance of the contract, or to terminate it wholly or in part, at Alphenberg's discretion, without Alphenberg being liable for any compensation or otherwise liable.
- 13.3 Force majeure on the part of Alphenberg exists, inter alia, if after concluding the contract, Alphenberg is prevented from complying with the contract as a result of war, threat of war, civil war, rioting, acts of war, fire, water damage and flooding, work strike, sit-down strike, exclusion, import and export barriers, government measures, defects in machinery, failures in the supply of energy, all this in the factory of Alphenberg as well as at third parties from which Alphenberg must obtain all or some of the necessary materials or raw materials, as well as during storage or transport, whether or not under its own management and, furthermore, due to all causes which occur through no fault of its own or outside the risk management of Alphenberg.
- 13.4 Liability of Alphenberg for indirect loss, including consequential loss, loss of profits, missed savings and loss due to business interruption, shall be excluded.
- 13.5 The total liability of Alphenberg for breach of the contract with the client shall be limited to the invoice amount, or at any rate to that part of the job to which the liability relates, with a maximum of €5,000, or at any rate limited to the amount for which Alphenberg is maximally insured.
- 13.6 The liability of Alphenberg for breach of contract will arise only if the client puts Alphenberg in default in writing without delay and properly, also setting a reasonable period in which to cure the breach, and Alphenberg also continues to breach its obligations after that period. The notice of default must contain the most detailed possible description of the failure, so that Alphenberg will be able to respond adequately.
- 13.7 The client hereby indemnifies Alphenberg for all claims of third parties relating to the goods delivered by Alphenberg.

#### Article 14. Termination

- 14.1 Without prejudice to the rights Alphenberg has to compensation of costs, losses and/or interest, Alphenberg will be entitled to terminate the contract fully or partially, without notice of default or judicial intervention, with immediate effect when:
- a) The client has been granted suspension of payment;
  - b) The insolvency of the client is applied for;
  - c) The client dies or is placed under guardianship;
  - d) The client proceeds to discontinue, liquidate or transfer its company, or proceeds to change the objects of its company;
  - e) Attachment is imposed on all or part of the assets of the client;
  - f) The client fails to comply with any obligation under the contract or under the law;
  - g) The client fails to pay an invoice amount or part of it within the period set to do so.

#### Article 15. Right of suspension

- 15.1 If and as long as the client does not comply, or does not comply properly or in time with any obligation arising for it under the contract concluded with Alphenberg or a related contract, Alphenberg will have the right to suspend performance of its obligations under the contract.

#### Article 16. Cancellation

- 16.1 If the client cancels an order accepted by Alphenberg, provided it has accepted the cancellation,

Alphenberg will be entitled to charge a fixed amount of compensation of 30% of the invoice amount, plus any costs charged to Alphenberg by its suppliers.

- 16.2 The client indemnifies Alphenberg for recourse actions of its resellers of Alphenberg products, on whatever basis, and more particularly based on product liability.

#### Article 17. Personal data

- 17.1 Alphenberg complies with the statutory obligations relating to the protection of personal data, as laid down in the Personal Data Protection Act (Wbp). If the client wants to inspect, correct or delete his or her personal data, the client can contact Alphenberg about this. Alphenberg will give the client the desired information and, if the client so desires, adapt or alter the data about the client.
- 17.2 Alphenberg will use the data provided by the client to process the contract. The data will be included in a file.

#### SPECIAL PART II - Delivery of goods with assembly

If, in addition to delivery of goods, the parties have also agreed on assembly or other installation work, to be performed by Alphenberg or one of its subcontractors, besides the General Part and Special Part I, everything will be applicable as well as referred to below under Special Part II.

#### Article 18. Obligations of the client

- 18.1 The client is obliged to Alphenberg to make performance of the work possible within the normal working hours of Alphenberg and under conditions that comply with the statutory safety requirements and other government rules and regulations.
- 18.2 The client must see to it that Alphenberg has the approvals needed for the work (such as permits and exemptions) and the information to be provided to it for the work available in a timely manner.
- 18.3 The client must provide in a timely manner for the connection possibilities for the power needed for the work and the testing of the work. The costs of the necessary power will be payable by the client.
- 18.4 The client must see to it that work to be performed by third parties (such as structural work) and/or deliveries that are not part of Alphenberg's work, is performed in such a way and so promptly that this will not cause a delay in the work. If a delay as referred to in this article occurs nevertheless, the client must inform Alphenberg of this forthwith.
- 18.5 If it has been agreed that Alphenberg will place (leather) tiles on a mantle of a fireplace or on another subsurface that is connected with the presence of a fireplace or heater, and which subsurface becomes hot, the client undertakes to Alphenberg to install heat-proof plates, which must meet the quality standards Alphenberg sets for them. If the (leather) tiles to be placed by Alphenberg separate from the subsurface because of the presence of a fireplace/heater and the heat emitted by this, Alphenberg cannot be held liable for this and the client must indemnify Alphenberg for any damage this causes to third parties.
- 18.6 If the start and progress of the work are delayed by circumstances for which the client is responsible, the client must compensate Alphenberg for the resulting loss.
- 18.7 The client must follow the instructions given by Alphenberg, subject to the lapse of any claim under a warranty.
- 18.8 The client will bear the risk of damage to and loss of materials, parts or tools that have been brought to the work, if and in so far as he or she is responsible for guarding them.
- 18.9 The client will bear the risk of losses due to defects in or unsuitability of goods coming from or prescribed by him or obtained from a prescribed supplier and for the failure to deliver or late delivery of said goods.
- 18.10 The client will bear the risk of damage due to errors or defects in the drawings, calculations, structures, specifications and performance instructions provided by him.
- 18.11 The client will bear the risk of faulty performance of the contract for which the auxiliary persons prescribed by him are to blame.
- 18.12 The client will bear the risk of damage that can be blamed on wrongful acts of other contractors and auxiliary persons.
- 18.13 The client will bear the risk of the design, if and in so far as he had approved it.

- 18.14 The client indemnifies Alphenberg for all claims of third parties relating to damage for which the client is liable under these Terms and Conditions, including loss resulting from infringements on intellectual and industrial property rights.
- 18.15 The client will allow Alphenberg to affix name signs and advertising at the job site or on the work.
- 18.16 The client must provide adequate security in the form of a bank guarantee or advance payment for compliance with his obligations towards Alphenberg as soon as Alphenberg asks for this.

#### Article 19. Completion

- 19.1 The agreed delivery time will be observed as far as possible, but will not count as a deadline. If the delivery time is exceeded, Alphenberg will consult with the client.
- 19.2 The inspection for the purposes of completion of the work will be conducted on a written or oral request addressed by Alphenberg to the client, in which Alphenberg states on which day in its opinion the work will be completed.
- 19.3 The inspection must take place within eight days of the day referred to in article 19.2. Alphenberg must be notified in writing of the day and time of inspection in a timely manner and if possible at least three days in advance.
- 19.4 After the work has been inspected, Alphenberg must be notified in writing with eight days whether it is approved or not, and in the latter case with statement of the defects which are the reasons for withholding approval. If the work is approved, the day of approval will be considered the day on which the relevant notification was sent to Alphenberg.
- 19.5 The work will be considered to have been approved:
- On the 8th day after the day referred to in 19.2 if the inspection has not taken place within 8 days afterwards;
  - On the 8th day after the inspection if Alphenberg has not been notified in writing beforehand whether or not the work has been approved,
  - as soon as the client has notified Alphenberg that he considers the work to be completed;
  - As soon as the work has been taken into or put to use.
- 19.6 In cases to which the preceding paragraph does not apply, a complaints period of 7 days will apply to visible defects. If the client does not complain to Alphenberg within 7 days of delivery, he will lose his relevant claims.
- 19.7 Minor defects that can be properly repaired within 30 days after inspection may not be a reason to withhold approval. Alphenberg must repair the defects referred to in this paragraph as soon as possible.
- 19.8 This article will apply mutatis mutandis to reinspection after approval has been withheld.
- 19.9 In a reinspection, all defects other than those reported to Alphenberg in accordance with paragraph 4 can only be a reason to withhold approval if they did not come to light until after the prior inspection.
- 19.10 The day on which the work has been or is considered to have been approved will count as the day on which the work is completed.

#### Article 20. Contract variations

- 20.1 Settlement of contract variations will take place:
- In case of a change to the job or the terms and conditions of performance when Alphenberg has drawn the client's attention in a timely manner to the need for the price increase arising from this, unless the client him/herself should have understood that need;
  - If cost-increasing circumstances occur or come to light after the contract has been concluded without this being attributable to Alphenberg;
  - In case of difference in the amounts of the provisional sums and estimated quantities;
  - in the cases in which settlement as contract variations is prescribed in the contract.
- 20.2 If the total of less work exceeds that of additional work, Alphenberg will be entitled to an amount equal to 15 % of the difference in the totals.
- 20.3 If no written agreement exists for contract variations, this will be presumed to have been agreed, without prejudice to the parties' right to refute that presumption.

#### Article 21. Liability for assembly or installation work

- 21.1 Alphenberg is insured for damage/injury which it causes to persons and/or property in performing the work. The liability of Alphenberg is limited to the maximum to which it is entitled under the liability insurance it has taken out. When asked, Alphenberg will provide the client with a copy of the policy. If the insurer does not pay in any case or damage is not covered by the insurance, the liability of Alphenberg will be limited to the invoice amount, at any rate that part of the job to which the liability relates, with a maximum of €5,000.
- 21.2 After completion of the work pursuant to Article 19, Alphenberg will no longer be liable for any shortcomings in it, except for hidden defects.
- 21.3 A hidden defect is a defect that the client could not reasonably have discovered despite inspection of the work on completion, nor ought to have been able to discover. If such a hidden defect manifests itself, the client must complain to Alphenberg in writing within 14 days after it has been ascertained, subject to the loss of his claims.
- 21.4 Alphenberg will never be liable for indirect loss, including consequential loss, lost profits, missed savings and loss due to business interruption, loss resulting from claims of customers of the client, mutilation or loss of data and loss in connection with use of the goods, materials or software of third parties prescribed to Alphenberg by the client.
- 21.5 The liability of Alphenberg for breach of contract will arise in all cases only if the client immediately and properly puts Alphenberg in default in writing, allowing a reasonable period to cure the breach, and Alphenberg also continues to breach its obligations after that period.
- 21.6 A condition for the creation of any right to compensation will always be that the client must notify Alphenberg of the damage in writing as well as possible after it occurs. Any claim against Alphenberg for compensation will lapse if the client has not brought a legal action against Alphenberg at the competent judicial body within twelve months after the written notification.
- 21.7 Alphenberg will not be liable for causing damage to cables, pipes and mains, if and in so far as the information provided to it by or on behalf of the client on their situation contains inaccuracies or is incomplete. Nor will Alphenberg be liable if the client did not inform it of the presence or situation thereof.
- 21.8 The client indemnifies Alphenberg for claims of third parties for damage and/or loss, including damage and/or loss as a result of infringement on intellectual and industrial property rights for which Alphenberg is not liable pursuant to these Terms and Conditions.

#### Article 22. Disputes

- 22.1 This article applies to all parts of the General Terms and Conditions.  
All obligations between Alphenberg and the client to which these Terms and Conditions apply shall be governed by Dutch law.
- 22.2 Applicability of the Vienna Sales Convention is excluded.
- 22.3 The court in the place of business of Alphenberg will have jurisdiction with respect to disputes. Regarding disputes arising from contracts between Alphenberg and a client who is a natural person who is not acting in the practice of a profession or running of a business, to which these Terms and Conditions apply, the court in the place of residence or actual domicile of that client will also have jurisdiction.