



General Conditions of Export and Sale of the "Centrale Bond van Meubelfabrikanten" (Central Association of Furniture Manufacturers)
which has its registered offices at Westerhoutpark 10, Haarlem, The Netherlands

These General Conditions of Export and Sale have been filed with the Arrondissementsrechtbank (court) in Haarlem, on 6th December 1993, under no 159/93.

Article 1 Quotations

All quotations are made free of any obligation, unless otherwise provided.

Article 2 Order Confirmations

All purchase and sales agreements shall be entered into on the suspensive condition that information obtained confirms that the buyer is sufficiently creditworthy.

If within 30 days after entering into the purchase agreement the buyer has not been informed in writing that the agreement cannot be executed due to insufficient creditworthiness, the agreement shall be deemed concluded.

Order confirmations made by the seller render the conclusion of the agreement final. However, before further delivery and even in the event of partial execution, the seller may require the buyer to provide security in respect of compliance with its obligations.

Article 3 Delivery and Risk

If the goods are sent in transport belonging to the seller or carriers working on its orders, then the transport risk of the goods up to the moment of delivery shall be the seller's responsibility.

In that case delivery shall be made in front of the warehouse of the buyer (ground floor), unless otherwise agreed.

In all other cases the transport risk and expense of the goods shall be the responsibility of the buyer, even though it may appear otherwise from the transportation documents. All goods shall be transported at the expense of the buyer, unless the carriage costs have been expressly included in the price.

Article 4 Delivery Time

The delivery time given is to be regarded as approximate. Therefore this time may not be considered as a firm date. The seller undertakes to meet as far as possible the delivery time given, however if this delivery time is exceeded, it shall not be liable for consequences which it could not have reasonably anticipated.

Therefore the seller may not be deemed to be ipso jure in default due to the mere fact of exceeding this time, and the buyer may not terminate the agreement concerned. Furthermore the seller must firstly be notified of its default. If delivery must be made before or on a specific day, therefore in the event the delivery time is an essential element of the agreement, the buyer must expressly stipulate the aforementioned provision when entering into the agreement.

Article 5 Claims

The seller must be informed of any claims by means of notice sent by registered mail within 10 days after receipt of the goods. However under penalty of inadmissability, claims must be submitted in writing immediately after the buyer has become aware of the circumstances which have led to the claims. After having taken delivery the buyer must immediately inspect goods for any visible faults, under penalty of inadmissability of any claims.

Goods may only be returned by the buyer with the written consent of the seller. The aforementioned goods must be sent carriage paid, unless otherwise agreed.

The seller shall not reimburse repairs made to the goods delivered by or on the instructions of the buyer, of any kind and for any reason whatsoever, unless the buyer has received prior written consent for repairs to be made. A claim shall not effect the payment of deliveries in question, which have been made or are still to be made.

Article 6 Payment

The seller must have received all payments made in cash without any right to discount and set off, within 30 days after date of invoice.

The seller may grant the buyer a discount, to be agreed at a later date, in respect of payment within a shorter period, or on account of del credere or bulk purchases.

Discounts, which have not been expressly stated on the invoice, may not be deducted. As from the moment payment should have been made, the buyer shall be due to pay interest of 1% of the invoice amount for each month, or a part of the month, by which the expiry date has been exceeded.

Payment must be made in the currency invoiced and in the manner acceptable to the seller.

By the mere fact of concluding the purchase agreement, the buyer is obliged to pay all costs, judicial and extrajudicial, which the seller shall incur in the collection of its claim. The extrajudicial costs amount to at least 12% of the amount claimed subject to a minimum amount of 50 ECU, or its equivalent value in the currency invoiced.

Article 7 Title to the Goods

Goods delivered shall remain the exclusive property of the seller until the buyer has fully complied with all its (payment) obligations concerning the aforementioned goods pursuant to the agreement concluded between parties.

Before the aforementioned transfer of title, the buyer may only sell, deliver or transfer the aforementioned goods within the framework of its normal business and in accordance with the normal use of the goods.

The buyer grants its irrevocable consent to establish a "bezitloos pandrecht" (equitable lien) on the goods delivered by the seller, insofar as the aforementioned goods have been fully paid by the buyer however the buyer is still due to make payments to the seller for other reasons, and to establish a "bezitloos pandrecht" on claims, arising from agreements made by the buyer with third parties which involve the goods delivered by the seller. At seller's request the buyer must immediately inform the seller of the names of these third parties and the size of the claims. The buyer undertakes to sign all the necessary documents pertaining to the establishment of the aforementioned liens.

In the event of non-payment of any amount due, postponement of payment, application for a moratorium of payment, bankruptcy or liquidation of the business of the buyer, the buyer's decease, or if the buyer, due to attachment or otherwise, loses control of its property, the seller may immediately terminate the agreement, or that part thereof not yet executed, without intervention of the court, and claim back unpaid goods, without prejudice to its right to claim damages for any loss, that may have arisen thereof. In these cases each claim which the seller has against the buyer shall be fully and immediately due for payment.

Article 8 Credit Notes

Any credit notes shall be settled with the first following invoice, however no later than one month after issuance by the seller.

Article 9 Force Majeure

In the case of an event of force majeure, parties may suspend their obligations for as long as this situation exists. The other party must be immediately informed as soon as an event of force majeure arises.

Only those situations which hinder the performance of the agreement, which could not be reasonably anticipated, and are not at the risk or expense of the party involved, such as mobilization, risk of war, strike, staff illness, stoppage of operations, lock-out, unforeseen and abnormal increase in wages and/or prices of raw materials, shall be deemed to be an event of force majeure.

Article 10 Customs Duties, Sales Tax and Additional Levies in the Country of Import

If delivery is made on the condition that customs duties, sales tax and additional levies in the country of import are at the expense of the buyer, each increase in these duties and taxes, occurring before goods have been delivered and invoiced, shall be passed on to the buyer.

Article 11 Delivery On Demand Agreements

If the buyer exceeds expressly agreed delivery on demand times pursuant to a delivery on demand agreement, it shall be due to pay a penalty of 2% of the invoice value of the goods to be delivered for each month, or a part of the month, by which the delivery on demand times have been exceeded.

Article 12 Applicable Law and Competent Court

All offers, agreements and the execution thereof shall be exclusively governed by Netherlands Law.

Parties expressly exclude the applicability of the Convention on the International Sale of Goods 1980.

All disputes, insofar as they do not fall within the jurisdiction of the "Kantonrechter" (court), shall be adjudicated by the "Rechtbank" (court) in the district where the seller has its registered offices.

Article 13 Scope of the General Conditions of Export and Sale

The General Conditions of Export and Sale shall apply to all purchase agreements. In placing an order the buyer shall be deemed to be in agreement herewith. Variations to these conditions are only binding if accepted in writing by the seller. Therefore if special conditions have been accepted, the General Conditions of Export and Sale shall remain for the rest valid.

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