

These general delivery and payment conditions have been registered with the Chamber of Commerce of The Hague, under number 27247186. As regards a list of definitions, reference is made to the last pages, which list is an integral part of these general delivery and payment conditions.

Article 1. Applicability

1. These general delivery and payment conditions are applicable to all offers, agreements, sales, deliveries, activities of and/or by and/or on behalf of supplier -without pretending to provide an exhaustive list-.
2. These general delivery and payment conditions are applicable to all offers, agreements, sales, deliveries, activities of and/or by and/or on behalf of supplier -without pretending to provide an exhaustive list-, that flow directly and/or indirectly from earlier offers, agreements, sales, deliveries, activities and/or requests to such effect -without pretending to provide an exhaustive list-.
3. Deviations from these general delivery and payment conditions are only valid to the extent established in writing between parties.
4. The possible annullability and/or voidness of (a part of) these general delivery and payment conditions, leaves intact the validity of the remainder of these conditions unconditionally. Parties furthermore commit themselves to any practice and/or approach within the sector, unless it is deviated from expressly in writing by agreement and/or it is established otherwise in these general delivery and payment conditions.

Article 2. Offers and prices

1. All offers, pricelists, designs -without pretending to provide an exhaustive list- are non-committal, unless expressly established otherwise in writing and even if a fixed term for acceptance is stated therein.
2. All information and/or specifications provided in an offer, pricelist, design -without pretending to provide an exhaustive list- regarding quantities, sizes, numbers, weights, volume, finishing -without pretending to provide an exhaustive list-, always applies/apply by approximation and are only binding for supplier if such was expressly confirmed by him in writing.
3. Supplier has the right to deviate from prices offered before -even if they were confirmed and/or established in writing already, specifically based on unforeseen circumstances, which may regard, for example, force majeure, computer hacks/ cybercrime, strikes and/or extreme price increases -without pretending to provide an exhaustive list-. Such, if between the date of the offer and/or agreement and the effective date of delivery and/or completion and/or implementation more than fourteen days elapse and/or will elapse.
4. If on balance no agreement is adopted between parties, supplier has the right to bill the time and/or costs spent on the offer to the party to which the offer was made. Such, based on a substantiating and specified summary in writing.
5. In case supplier and/or a third party on behalf of him as a part of an offer to be prepared/made/provided for a potential client/buyer has invested time materially in the preparation/making of calculations, designs, drawings, summaries, specifications -without pretending to provide an exhaustive list- and eventually no agreement is adopted between parties, then supplier has the right to bill those activities and/or of a third party on behalf of him to that party. Such per separate product group that the investment (of time) by and/or on account of supplier is in regard to, with a minimum of € 250 excluding VAT per product group.
6. In case of orders with a stake lower than € 350 excluding VAT, supplier reserves himself the right to bill delivery costs of a minimum amount of € 35 excluding VAT to the client/buyer.
7. Offers are made in euros, excluding of VAT, exclusive of delivery and of other levies (by the authorities), unless it is expressly indicated otherwise in writing.

Article 3. Agreement

1. An agreement with supplier is adopted through the acceptance of a written offer by and/or on behalf of supplier. By acceptance is intended the release by and/or on behalf of client/buyer, of an unaltered offer, signed for approval, of and/or on behalf of supplier. It applies in all cases that an offer of supplier is deemed to correctly and completely represent the content of the agreement and that supplier is able to revoke his offer definitely until three business days after acceptance by client/buyer. Offers pursuant to article 2 have a term of validity of a maximum of thirty days after the date of signing.
2. In exceptional cases in which client/buyer grants his or her assignment to supplier verbally, the subsequent written confirmation on the part of supplier is deemed to correctly and completely represent the content of an agreement. Such, unless client/buyer informs supplier forthwith, though no later than within three business days after confirmation, in writing of his or her objections against this confirmation.
3. In case of deliveries from stock made after adoption of an agreement, a confirmation of receipt signed by and/or on behalf of client/buyer counts as order confirmation.
4. Supplier reserves himself the right to deploy third parties for the implementation of agreements concluded by him. Unless expressly established otherwise in writing, it is not permitted to the client/buyer to pass the charges on for activities, materials and/or expenses of him or her, or of third parties -on any account whatsoever to supplier and/or to set such off with him.

Article 4. Deliveries and terms

1. Delivery and/or completion times and terms submitted by supplier always count by approximation and never are strict and fatal time limits. Terms commence on the date on which supplier has confirmed an order/agreement in writing. Such on condition supplier has all data and information required at his disposal at that time.
2. An established delivery time and/or term is not a time limit. If delivery by and/or on behalf supplier does not occur on an established date and/or within an established term, then supplier only falls into default after a client/buyer has warned him in writing to still, within a reasonable term, deliver/fulfil his obligations flowing from an agreement concluded between parties in writing.
3. Client/buyer cannot cancel and/or rescind an assignment and/or agreement on account of the overrunning of a delivery time and/or term. This also applies as regards the rejection of products and/or services. Client/buyer is not entitled to compensation of damages in any form whatsoever in case of the overrunning of a delivery time and/or term.
4. Deliveries occur within regular working hours of supplier, from Mondays through Fridays between 7.00 AM and 5.00 PM. For deliveries outside the days and/or hours mentioned, other rates apply. As the moment of delivery counts the offering of a product and/or service by and/or on behalf of supplier at an established place and time, also if client/buyer does not (personally) receive the product. At that moment, in addition, the term becomes effective as intended in article 11. Delivery can be said to pertain in addition if it is evinced by (transport) documents that the transporter deployed by client/buyer has received the product. With regard to deviating deliveries, such as deliveries outside the aforementioned days and time frame, non-regular transport, not in addition to the means of transport, deviating type of transport and/or with an order to lift the products to be delivered -without pretending to provide an exhaustive list-, separate and additional (delivery)rates may apply.
5. If a delivery requires more time than was established by parties, or in the absence of explicit arrangements in the matter requires more time than can be called reasonable and fair, the costs and/or damage flowing from that delay are borne by client/buyer.
6. If no concrete completion and/or delivery date was established, client/buyer will have to purchase within three months after written (order) confirmation on the part of supplier. Products and/or services ordered by client/buyer but still not taken after three months can in such case be billed directly to client/buyer. Such as well if three months have expired after the term indicated under section 7.

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7. Client/buyer commits himself within fourteen days after supplier has asked him or her so to provide a written specification of the quantity and type of tiles to be delivered. Additional costs on the part of supplier that flow from the late receipt of the relevant specifications are borne by client/buyer. The call-off and/or delivery terms only commence after the relevant specification has been received correctly and completely from and/or on behalf of client/buyer, but the term stated in section 6 of this article commences directly after the fourteen days indicated in this section.

Article 5. Return shipments

1. Return shipments are only accepted if such was established beforehand in writing between parties or if mandatory law prescribes this.

All damage and/or costs flowing from a return shipment is/are borne by client/buyer, unless client/buyer demonstrates within a reasonable term that the returned products do not meet requirements that may with all due reason be set for them.

2. In case an option of return has been established between parties, such only applies as regards products kept in stock by supplier.
3. Returns must take place no later than within four weeks after delivery, by way of the demonstrable receipt by supplier.
4. Damaged products and/or products in damaged packaging can never be returned.
5. Supplier reserves himself the right upon return to bill 10% (in words; ten percent) of the relevant invoice amount (excluding VAT) in the matter of costs to client/buyer. Such with a minimum of € 35 excluding VAT per invoice.
6. In the event of an on-line purchase by a private client/buyer, the following conditions apply:
 - a private client/buyer has a reflection period of fourteen days after ordering; products may in such cases be returned until fourteen days after receipt at the latest without stating grounds;
 - a private client/buyer in such cases is refunded for the original shipping costs by supplier, on condition a full order is returned;
 - (shipping) costs involved in the returning of a product are borne by the private client/buyer;
 - products ordered and/or manufactured especially for a private client/buyer fall outside this right of return.

Article 6. Packaging

1. Reusable packaging enclosed upon delivery by and/or on behalf of supplier is invoiced simultaneously with the delivered products by supplier.
2. As regards the (undamaged and reusable) packaging returned by client/buyer, a credit note is provided to client/buyer without delay. Such, under the proviso that supplier only accepts packaging delivered by and/or on behalf of himself and it regards packaging that was delivered no later than six months before return by and/or on behalf of supplier.

Article 7. Risk, insurance, and (expanded) retention of title

1. Products and/or services provided and/or delivered by and/or on behalf of supplier after provisions and/or delivery immediately come at the expense and risk of client/buyer. Such as regards the risk of theft, embezzlement and/or damaging -without pretending to provide an exhaustive list-.
2. Products are transported at the expense and risk of client/buyer. Only in cases in which delivered was established included in the price are products transported at the expense and risk of supplier.
3. In case of designs, calculations, drawings, software, data files and/or other kinds of information that cannot be physically qualified -without pretending to provide an exhaustive list- provided by and/or on behalf of supplier, whether or not manufactured and/or used in the context of the implementation of an agreement, the risk is transferred to client/buyer as soon as he or she has at his or her the factual disposal.
4. All products and services delivered and/or to be delivered by supplier -without pretending to provide an exhaustive list- remain the property of supplier, until client/buyer has complied with all of his or her obligations from an agreement. Such, even if on the part of supplier an obligation exists for release and/or transfer. Such applies as well as regards claims of supplier on account of the falling short in complying with an agreement and/or if a dispute is pending between parties before an arbitration committee or the regular court of law.
5. Supplier expressly establishes an expanded retention of titles with client/buyer and entities directly and/or indirectly affiliated with him or her, meaning that in case of non-payment, whether or not as a consequence of insolvency on the part of client/buyer, the retention of title also comprises the provision of security for payment of products and/or services to be provided and/or provided and/or to be delivered and/or delivered -without pretending to provide an exhaustive list- and receivables directly and/or indirectly related thereto. Thus expressly regarding products and/or services that have at such time been paid already.

6. It is not permitted to client/buyer to pawn products and/or services delivered by supplier and/or to grant a third party any right thereto for as long as the property of those products and/or services has not been transferred to him or her.
7. Client/buyer commits himself to insure and keep insured the products and services provided and/or delivered -without pretending to provide an exhaustive list- against damage by fire, embezzlement, water and (digital) theft -without pretending to provide an exhaustive list-. Such regardless of whether client/buyer has already paid the relevant products and/or services or not. Products are deemed to have been delivered by supplier and to have been accepted/received by client as soon as they have been loaded for transport and in case delivery is included in the order as soon as the products have been unloaded/delivered by and/or on behalf of supplier.
8. Client/buyer commits himself upon first request to present proof of insurance to supplier.
9. Client/buyer grants unconditional and irrevocable permission to supplier, or to a third party to be designated by supplier, in all cases where supplier wants to exercise his (property) rights, to access all those areas where the 'property' of supplier is located and to recover those products, whether or not in digital form.

Article 8. Payment, limitation of credit, interest, default, and security

1. Unless established otherwise and without prejudice to the right to demand advance payment, delivery against cash on arrival and/or security for the payment of his receivable(s), payment must be received within fourteen days after invoice date by supplier.
2. In case client/buyer leaves unpaid an expired/exigible invoice, all invoices addressed at the same client/buyer and/or to entities affiliated with him or her become immediately payable, regardless of due dates and terms. The immediate and total exigibility also occurs in case of the insolvency of client/buyer and/or entities affiliated with him or her and/or in situations in which supplier has reasonable doubts about the correct compliance with (payment) obligations by client/buyer.
3. Supplier reserves himself the right to suspend his deliveries and/or to cease such until an advance and/or security has been received. Such as well if an exigible invoice/receivable is left unpaid by client/buyer and/or supplier has reasonable doubts otherwise regarding the correct compliance with (payment) obligations.

In case of a private client/buyer, supplier may demand an advance payment for up to a maximum of 90% (in words: ninety percent) of the total amount of the order, before proceeding with delivery. A percentage of 100% (in words: one hundred percent) applies in case of a business client/buyer.

4. Supplier can increase an invoice amount including VAT by a credit-limitation surcharge of 2% (in words: two percent). Such a surcharge is owed by client/buyer if (full) payment of an invoice amount/receivable only occurs after due date. As due date applies the fourteenth day after the one on which a delivery occurred, or that products and/or services were made available to client/buyer, or that a receivable of supplier has become exigible. Holidays, vacation, and weekends expressly do not entail the extension of said term.
5. In case of non-payment within a strict time limit, supplier has the right to (let) bill the statutory interest rate in conformity with article 6:119A BW (Civil Code) on his exigible claim to client/buyer. In case client/buyer regards a private person, in case of non-payment within a strict time limit the statutory interest rate in conformity with article 6:119 BW is owed. Such, always without requiring a prior warning and/or default notice, leaving aside rules of mandatory law.
6. All costs incurred by supplier that are associated with the obtaining of payment for an invoice not and/or not timely paid (in full), as well as all costs associated with (getting) paid an invoice judicially and/or extrajudicially are borne by client/buyer. Such, based on a fixed percentage of 15% (in words: fifteen percent), calculated over a payable claim including VAT increased by debit interest owed until the day of collection jointly, with a minimum of € 500 (in words: five hundred euros). In case client/buyer is a private person, deviating rules of mandatory law may possibly apply.
7. In case (extra-)judicial (collection) costs are owed, payments of a later date made by and/or on behalf of client/buyer at a later date successively serve to be deducted from (extra-)judicial collection costs owed, legal expenses, interest, and finally the invoices of supplier. The latter by order of invoice date and expressly regardless of the references included upon payment.

Article 9. Additional and/or reduced work

1. Modification to an agreement and/or additional and/or reduced work, arisen due to the actions and/or omissions of client/buyer, must be established in writing. Included in additional work generally are all activities effectively executed in excess and/or products and/or services delivered in excess that were not explicitly included in an original agreement. Included in reduced work are the opposite of what is described above.

2. If it becomes apparent during the implementation of an agreement that a modification must be applied to established numbers, characteristics, quantities, sizes, components -without pretending to provide an exhaustive list-, supplier has the right based on growing insight to unilaterally implement that change and to settle such as additional or reduced work.
3. Minor deviations that are customary in the sector and/or that cannot be avoided technically and/or differences in quantity and/or quality and/or characteristics of products, such as deviations in size, colour, surface, structure, possible efflorescence -without pretending to provide an exhaustive list- do not constitute grounds for an appeal to a shortcoming.
4. If and to the extent it has been established regarding the characteristics of products that they will be delivered in accordance with a specific schedule and/or that delivery will take place at the further agreement and approval by and/or on behalf of client/buyer, the client/buyer can only derive rights therefrom that exceed what is indicated elsewhere in these general delivery and payment conditions, if such more extended rights were established beforehand with supplier in writing and they flow from client/buyer being bound by schedule provisions the content of which was timely provided in writing by client/buyer to supplier beforehand. Such, naturally and expressly, always to the extent with all due reason and fairness those more expanded rights are not appealed to in deviation of practice in the sector.
5. Supplier has the right to pass on (additional) costs associated with additional and/or reduced work to client/buyer. Reduced work, however, does not constitute an unconditional basis for the limitation of prices and/or quantities originally offered and/or established, if the reduced work flows from indication by and/or on account of the authorities, in case of deviations in estimated items and/or quantities that client/buyer can be blamed for and not either in case it regards products ordered and/or manufactured and/or costs incurred especially for client -without pretending to provide an exhaustive list-.
6. A bill of lading, delivery slip or similar document provided by and/or on behalf of supplier -without pretending to provide an exhaustive list- is deemed to correctly and completely represent the quantity of products delivered, unless client/buyer communicates his or her objection in the matter to supplier without delay.
7. In case of a difference of 10% (in words: ten percent) or less between the established quantities and the quantities of products and/or services effectively delivered fewer, supplier is deemed to have correctly complied with his obligations and expressly no right to (partial) crediting for client/buyer arises. Differences in percentage, regardless of how big, in case of a fixed price established beforehand between parties never constitutes a right to crediting for client/buyer in.
8. A deviation in the quantities of products and/or services originally established and quantities of products and/or services effectively received never confers client/buyer a right to suspend payment.

Article 10. Obligations client/buyer

1. Client/buyer makes sure that:
 - permits, exemptions and/or circumstances that are required for the start and/or implementation of a work and/or the delivery of products and/or services are timely provided and/or offered;
 - the premises where a work must be implemented and/or products and/or services must be delivered are properly accessible;
 - drawings, calculations and/or other necessary data/information required are (timely and fully) available;
 - generally no circumstances occur that comprise a (potential) delay of a work and/or negatively affect the completion and/or delivery of products and/or services;
 - apparent errors and/or defects to the products and/or services to be manufactured, manufactured and/or to be delivered based on information provided by client/buyer are immediately communicated to supplier.
2. Client/buyer is exclusively responsible for the correctness of all (technical) data/information provided by and/or on behalf of him or her.

Any possible errors in quantities, composition, designs, drawings (also including production drawings), calculations -without pretending to provide an exhaustive list-, that are based on data provided by and/or on behalf of client/buyer lie entirely and exclusively at the expense and risk of client/buyer.

3. Client/buyer designates the unloading area and guarantees that supplier and/or a transporter on behalf of her is able at all times to properly and safely access and/or leave the unloading area from the public road. This guarantee applies in addition for the unloading area itself. If from the public road to the unloading area, during unloading or during the return from the place of unloading to the public road, damage to the means of transport and/or other matters of supplier and/or the transporter deployed by him is caused, regardless of whether this damage is caused by an action and/or omission of persons directly and/or indirectly affiliated with client/buyer, client/buyer is liable for damage that has arisen as a result. Such, unless client/buyer demonstrates that the damage was caused as a result of the wilful intent and/or gross fault of persons and/or circumstances that lie outside his or her sphere of influence. In general, supplier and/or the transporter

deployed by him does not have to (let) transport products beyond where a vehicle can reach on an adequately drivable and accessible premises that have been rendered safe. Delivery always takes place next to the means of transport, in which place client/buyer is obliged to (let) receive the products.

4. Delays, extra activities, extra materials, extra time, generally all factors and/or circumstances -without pretending to provide an exhaustive list-, that can be blamed on client/buyer directly and/or indirectly and/or third parties on behalf of him or her, caused through an action and/or omission, are borne by client/buyer.
5. Client/buyer is furthermore obliged to mitigate damage (demonstrably) as much as possible.

Article 11. Complaints and warranty

1. Client/buyer is obliged to control products immediately after delivery and/or upon arrival at an unloading area for defects, such as transport damage, deviating dimensions -without pretending to provide an exhaustive list-. Defects must be communicated immediately -though no later than within three business days after delivery in writing to supplier. Such, on pain of the right of complaint lapsing.
2. The term for objection amounts to eight business days after delivery, if the manner in which products were packaged and/or unloaded reasonably prevents client/buyer from controlling products upon delivery in their totality. This article applies expressly as well as regards a possible appeal to non-conformity and 'warranty' on the products and/or services delivered by supplier.
3. If delivered is proceeded by and/or on account of supplier based on a sample provided earlier to the client/buyer, then this sample must be considered the basis/guideline for the characteristics and qualities that a client/buyer may expect from the products to be delivered.
4. If an agreement between parties regards the delivery of a showroom model it applies that a client/buyer is only entitled to warranty if supplier in his turn (still) has a right to a warranty from the manufacturer. Supplier nevertheless provides a warranty until six months after adoption of an agreement solely as regards electrical devices delivered from a showroom.
5. In case of a complaint found legitimate by supplier, he has the right to restore the imperfections within a reasonable term or to replace products. Supplier is not obliged, however, to compensate any damage flowing directly and/or indirectly from a complaint found legitimate, barring in the event of wilful intent and/or gross fault.
6. In case client/buyer, with due regard for the provisions of this article and of article 9 and 10, contends that the quantity and/or characteristics of products and/or services delivered by supplier deviates/deviate from (a) quantity and/or characteristics established in writing thus outside permitted margins in deviations an expert's report may be requested. The expert is designated by parties in consultation. The expert's report is requested no later than one month after the date of signing of the complaint/imperfection communicated to supplier in writing. In case votes tie, supplier designates the expert. The costs of the expert's investigation are borne by the party (mainly) ruled against.
7. With due regard for what may have been established between parties in writing regarding inspection methodologies, client/buyer has the right to (let) inspect a product and/or the manner in which a product was manufactured, in order to (let) determine whether a product meets the criteria that were established by parties. The costs of such an inspection will be borne by client/buyer, unless there are proper, demonstrable grounds that allow to proceed with the (partial) rejection of the relevant products. An inspection only occurs if such was established beforehand by parties in writing and is carried out at the offices and/or on the premises of supplier.
8. A claim/complaint of client/buyer on account of this article lapses unconditionally and without any further announcement by and/or on behalf of supplier, if within one year after the facts and/or circumstances on which a claim/complaint of and/or on behalf of client/buyer are based and/or have become known, a claim/complaint has still not be filed for assessment with a judicial authority.
9. Without prejudice to what is established in the previous sections, supplier is no longer liable after delivery, unless a product contains a hidden defect that can be attributed to supplier. A defect can be considered 'hidden' if client/buyer could not reasonably have discovered it upon delivery in case of careful inspection. However, a claim based on a hidden defect lapses if it has not been filed with a judicial authority within two years after delivery.
10. Complaints, whether or not on connection with an inspection, never constitute a right to suspend payment obligations.

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11. Ceramic tiles are delivered free of hairline cracks. In case a complaint at a later stage regards hairline cracks in ceramic tiles, it is not taken under advisement by supplier. Hairline cracks occur when a tension differential arises between the enamel layer and the carrier/base of that enamel layer. Because of the great number of possible causes that may be the cause of such a tension differential, no guarantees are provided by manufacturers regarding hairline cracks in ceramic tiles.
12. In case of a complaint expressed timely and in writing by client/buyer with regard to a batch of tiles delivered and/or a specific type of tile, client/buyer must leave the entire batch unsorted, unprocessed, and unused, available for control and investigation by and/or on behalf of supplier, failing which supplier does not have to take the complaint under advisement.
13. Numbers and quantities of tiles are indicated in square meters and per linear meter, or at least as is customary for a tile manufacturer to indicate. Such, unless it has been expressly established otherwise between parties in writing.

Article 12. Intermediate rescission agreement/termination in incomplete state

1. Supplier reserves himself the right to suspend his obligations, to unilaterally rescind the agreement and/or to terminate the delivery in an (incomplete) state if:
 - the progress of a delivery is delayed by more than eight calendar weeks, counted from an originally established delivery date, directly and/or indirectly the result of circumstances that client/buyer is responsible for;
 - client/buyer does not punctually comply with a (payment) obligation and/or has not and/or not timely received products, without requiring a default notice;
 - it becomes apparent before and/or during delivery that due to one or more causes that cannot be blamed on supplier the delivery cannot and/or can only in a modified manner be implemented. Supplier has the right in such case in consultation with client/buyer to adapt the implementation of an agreement to circumstances, or to terminate the delivery in an incomplete state;
 - client/buyer and/or entities directly and/or indirectly affiliated with him or her become insolvent;
 - client/buyer transfers the property of his or her company in its entirety or in part;
 - a creditors arrangement is initiated;
 - an attachment is levied under client/buyer and/or entities directly and/or indirectly affiliated with him or her;
 - a credit facility is cancelled;
 - it turns out that client/buyer has deliberately provided incorrect and/or incomplete information;
 - compliance with (payment) obligations on the part of client/buyer is impaired generally in any manner.
2. Provisions that supplier must take in cases as intended in section 1 of this article may be set of and/or invoiced as additional work, as well as damage that supplier incurs as a result of an intermediate rescission and/or termination.
3. In case of the rescission and/or termination of an agreement in an incomplete state, supplier is entitled, besides to the amount already invoiced at such time, which becomes instantly payable, to an amount equal to 30% (in words: thirty percent) of the total amount of the order including VAT, such as an addition to and increased by the compensation (of damages) described in the previous section. Claims of supplier on what is otherwise owed in the matter of an agreement and/or effective arrangements by client/buyer remain unaltered.
4. In a case as intended in the preceding sections, and which is followed by rescission, all claims of supplier and all obligations of client/buyer vis-a-vis supplier will become immediately, entirely, and instantly exigible.

Article 13. Obligations supplier

1. Supplier is liable for damage to the property of client/buyer, to the extent such damage was caused by products and/or services delivered by and/or on behalf of supplier. This applies as well in case it regards damage that was caused by their collaborators and/or third parties deployed by them. Such, unless supplier proves that the damage was caused by wilful intent and/or gross fault of persons and/or circumstances that lie outside their sphere of influence.
2. Supplier is not liable for:
 - direct and/or indirect consequential damage, also including damage as a result of stagnation in activities and planning;
 - damage as a result of modifications to the properties of products and/or services delivered by supplier, such as substances and/or components added by and/or on behalf of client/buyer later on;
 - damage due to a defective processing of products delivered by and/or on behalf of supplier;
 - damage flowing from an advice (for processing) with regard to products delivered by supplier, to the extent that advice was not provided in writing and/or in case of the demonstrably incorrect following of a written advice.

3. If and to the extent supplier were to be subject to any liability, then such liability is limited at all times to the amount for supplier is insured in the matter. In the event no (successful) appeal can be made to an insurance, the liability of supplier is limited to a maximum of the invoice amount excluding VAT in regard to the relevant products, or to the repeated delivery of similar products.

Article 14. Privacy and the General Data Protection Regulation (GDPR)

1. Client/buyer unconditionally agrees that supplier upon the implementation of an agreement may (possibly) make use of third parties. In those cases as well, the provisions from these general delivery and payment conditions apply.
2. If in the context of the implementation of an agreement it is necessary for supplier to provide (personal) data to a third party, whereby supplier counts as data controller, or if a legal obligation to such effect exists and/or if a legitimate interest pertains therein, supplier will, within the framework of the 'GDPR', conclude a separate processor agreement with this third party, unless such is not required on grounds of a (legal) arrangement. The obligation above also applies the other way around, that is, in a situation in which it is this third party, in its turn, that counts as the data controller. This third party informs supplier upon first request immediately in writing regarding the manner in which he or she implements his or her legal obligation in the field of the protection of personal data.
3. This third party in addition safeguards supplier against claims by and/or on behalf of legal persons whose (personal) data and/or are processed, on grounds of the law. Such, unless this third party proves that the facts and/or circumstances on which the claim is based can exclusively be attributed to supplier.
4. Responsibility for the correctness and completeness of data that are related to a service provided by supplier lies exclusively with client/buyer. Client/buyer guarantees unconditionally that the content, the use and/or the processing of the relevant (personal) data is/are not unlawful and do/does not violate any third-party right. Client/buyer safeguards supplier against any claim of third parties, on any account whatsoever, in connection with the processing of these data and/or the implementation of an agreement.
5. Supplier will take measures in the matter of (information) security that correspond with the requirements that the law on privacy protection 'Wet Bescherming Persoonsgegevens' (Wbp) establishes for it. Such under the proviso that the security corresponds with the level that, in view of the state of the art can be called 'reasonable' and considering the sensitivity of certain (personal) data and the costs associated with the specific security, are not unreasonable.
6. Client/buyer declares to agree to be included in a mailing file of supplier enabling to approach him by e-mail and/or via a different medium, with, for example, news from the sector, offers and/or (other) important information. Client/buyer can have himself unsubscribed in the matter.
7. Privacy-sensitive information will be removed and/or deleted by supplier no later than seven years after the date on which a relation and/or assignment and/or agreement has been terminated and/or completed.

Article 15. Force majeure

1. In case of force majeure, supplier has the right to cancel the agreement and/or to suspend his delivery obligations (whether or not partially). By 'force majeure' is intended a situation in conformity with article 6:75 BW (Civil Code) and in addition thereto can be qualified as force majeure; an interruption of the supply of raw material and/or materials, malpractice with regard to machines and/or equipment, unavailable means of transportation and/or shipping, government measures, situations in which suppliers of supplier are in default, circumstances as a result of cybercrime with the result that normal business operations are impossible -without pretending to provide an exhaustive list-. In general, conditions as a result of which delays occur in the normal production and/or delivery process on the part of supplier and/or his suppliers.
2. In case supplier upon entry into effect of the force majeure has already partially complied with his obligations, he has the right to separately invoice a part already delivered and/or still deliverable part of an agreement, and client/buyer will be obliged to settle that invoice as if it regarded an invoice based on a separate agreement.

Article 16. Confidentiality and intellectual property

1. Client/buyer commits himself unconditionally to the confidential treatment/secretcy of all information that is handed to him or her, as well as all entities directly and/or indirectly affiliated with him or her in the context of (the implementation of) an agreement by and/or on behalf of supplier and/or is provided to him or her by and/or on account of supplier, such in the widest sense of the term.

2. The obligation pursuant to section 1 furthermore encompasses intellectual property and/or copyrights to drawings, technical descriptions, designs and/or calculations (read: information) -without pretending to provide an exhaustive list- developed and/or delivered by and/or on behalf of supplier in the context of an agreement, offer -without pretending to provide an exhaustive list-. These (property) rights continue to be reserved exclusively for supplier and/or third parties from which supplier obtained the license. To the extent necessary for the use and/or processing by client/buyer of products and/or services delivered by and/or on account of supplier, supplier grants to client/buyer a written, limited, non-exclusive and non-transferable right of use to that specific 'information', also including intellectual property rights that those products and/or services are subject to.
3. Drawings, technical descriptions, designs and/or calculations -without pretending to provide an exhaustive list-, that may or may not be subject to copyrights, provided and/or prepared by and/or on account of supplier remain the property of supplier and in addition may not be shown to third parties by a (potential) client/buyer, for example with the purpose of requesting and/or offering and/or obtaining, based on that information, a comparable quotation. In general the prohibition applies for a (potential) client/buyer with regard to the objective of obtaining any advantage in any form whatsoever for himself or for third parties on his or her behalf.
4. If eventually no agreement is adopted between parties, the party to which the information was provided is unconditionally obliged to return the information to supplier and to destroy copies thereof, and specifically within fourteen days after supplier has requested such in writing.

This obligation must also be observed, also without an explicit written request to such effect, and specifically within no more than three months after an offer, following an offer from which no agreement and/or arrangements flowed/flow(s), also including partial acceptance.

5. If supplier is willing, however, to transfer (the property) of intellectual property rights, such transfer can only be established in writing. Such a transfer never means that the right and/or the option of supplier to continue to use and/or develop the components, general principles, ideas, designs, algorithms, programming languages, protocols -without pretending to provide an exhaustive list- on which those property rights are based, is/are limited in any manner. Supplier may continue to use and/or exploit the components, general principles, ideas, designs, algorithms, programming languages, protocols -without pretending to provide an exhaustive list on which this development and property rights are based for other purposes as well. Nor does such a transfer of property impair the right of supplier to (continue to do) research and/or implement developments that are equal to and/or derived from a transferred (intellectual) property right.
6. Supplier has the right at all times to (let) state his name and/or logo on a product and/or service or, on the contrary, to (let) remove such. If supplier has applied indications to the products and/or services delivered by him evincing that he can bring to bear (intellectual) property rights thereto these may not be removed and/or altered without his written consent.
7. In case of violation of what is established in the previous sections, client/buyer forfeits an immediately and instantly payable fine of € 25,000 (in words: twenty-five thousand euros) per violation and € 500 (in words: five hundred euros) per violation for each day that the violation continues. Such, without supplier being obliged to prove his damage and without prejudice to the right of supplier to claim compensation of damages.

Article 17. Battle of forms

1. These general delivery and payment conditions expressly prevail over general delivery, purchasing, payment conditions -whatever they are called of client/buyer and/or third parties on behalf of him or her, regardless of the stage at which these general delivery and payment conditions were provided to client/buyer and/or client/buyer was able to take cognizance of (the content of) these general delivery and payment conditions. Thus expressly as well if it turns out that client/buyer provided his or her general delivery, purchasing, payment conditions -whatever they are called to supplier before.

Article 18. Applicable law and choice of court

1. To an agreement between supplier and client/buyer, Netherlands legislation is exclusively applicable.
2. Disputes, such in the widest sense of the term, between supplier and client/buyer will be submitted for settlement to the court of Zeeland-West-Brabant. This, unless a preference of supplier for a different district flows from the nature of the dispute and/or relative and/or absolute competency rules prescribe otherwise.
3. In derogation to section 2, only supplier has the right to submit a dispute for settlement to the arbitration board for the construction sector 'Raad van Arbitrage voor de Bouw'. In such case, an appeal can nevertheless be made to the injunctions court with regard to such conservation measures as may be desired.

Article 19. Final provisions

1. Supplier reserves himself the right to unilaterally implement modifications to these general delivery and payment conditions if client/buyer within fourteen days after the intention to such effect has been (demonstrably) communicated to him or her by e-mail and/or by regular mail has not expressly contested the announced modification(s) in writing.
2. Wherever in the articles above no sanctions provision and/or manner of sanctions calculation is provided for it applies that client/buyer in case of violation forfeits an immediately and instantly payable fine of € 5,000 (in words: five thousand euros). Such, per violation and increased by € 500 (in words: five hundred euros) per violation for each day that the violation continues, without supplier being obliged to prove damages and without prejudice to the right of supplier to claim compensation of damages.
3. The regulation of the HIBIN security fund ('HIBIN-Garantiefonds') is a part of these conditions.
4. Third parties cannot derive any rights from (the content of) these conditions.
5. These conditions have as their purpose, e.g., to describe and interpret arrangements to be made and made between parties as completely as is reasonably possible beforehand, as well as regards the consequences of an eventual non-compliance with those arrangements.
6. Wherever reference is made to delivered 'products', it may possibly regard delivered 'services' as well. Wherever reference is made to 'deliveries', 'completions' may be intended as well. Concretely, depending on a specific situation, it will have to be interpreted how the content of these general delivery and payment conditions can be applied to that specific situation. Wherever a difference in application and/or explanation and/or interpretation of these conditions arises between parties and only in those cases in which these general delivery and payment conditions cannot be interpreted in a single manner supplier has a decisive vote in the matter of the application and/or explanation and/or interpretation of these conditions.
7. If one or several articles/provisions from these conditions is/are declared void and/or invalid and/or pursuant to mandatory law does/do not have any (legal) effect (anymore), such a conclusion will not affect the applicability, scope, and content of the remaining articles/provisions.

REGULATION HIBIN SECURITY FUND

1. The HIBIN security fund ('HIBIN-Garantiefonds') was instituted to carry out orders of consumers that in case of the suspension of payments, bankruptcy, or legal debt restructuring on the part of a supplier associated with HIBIN, the latter is no longer able to carry out.
2. The HIBIN security fund exclusively applies if the order was placed with a member of HIBIN.
3. A maximum of 10% (in words: ten percent) of the total order sum is secured by the HIBIN security fund, on condition that the consumer effectively paid in advance a percentage of the total amount of the order. The percentage that is secured can/will never exceed the percentage effectively paid in advance.
4. The HIBIN security fund ensures that the order is carried out against the established price and conditions.
5. In case of an appeal to the HIBIN security fund, the consumer is obliged as soon as possible to send a copy of the order and/or order confirmation, as well as a proof of a possible advance payment, to HIBIN, Postbus 1634, 1300 BP ALMERE, the Netherlands, or to info@hibin.nl.
6. HIBIN is obliged to confirm the appeal of the consumer to the security fund in writing and to contact him or her as soon as possible after regarding the delivery of the order.
7. In consultation with the consumer, HIBIN designates an enterprise associated with HIBIN that will carry out the order against the established conditions. They strive and do their utmost to maintain the original delivery date, or at least to approximate it as closely as possible.
8. If the consumer appeals to the HIBIN security fund and there is an established fixed or expected date of delivery, then this date can only be suspended by the HIBIN security fund. In such case, parties establish a new date for delivery in consultation.

9. The enterprise to be designated includes the major part of the materials ordered in its product range. The other materials are delivered in mutual consultation with the consumer in an equivalent quality and type.
10. If the order has been carried out, both the consumer and the enterprise notify HIBIN accordingly.

DEFINITIONS

- **Offer:** a situation in which a (potential) client/buyer is offered a product and/or service, whether or not with a discount and/or other advantage, often of a temporary nature. As well as a general proposal made by and/or on behalf of supplier, such as a quotation, cost estimate, price quotation -without pretending to provide an exhaustive list-;
- **Call-off term:** the term communicated by a client/buyer in writing to the supplier regarding the period after which he or she wishes to have products ordered before effectively delivered/available;
- **Computer hack:** the unauthorised penetration of a computer system;
- **Cybercrime:** situation(s) in which one or several computers are the target of criminal activities. This may regard -without pretending to provide an exhaustive list- a computer hack and the installation of ransom ware, so-called 'hostage-taking software', with which a computer can be locked against the owner's will by way of malevolent software;
- **Services:** actions that are directly and/or indirectly related to deliveries of products, but also actions and/or activities carried out by and/or on behalf of supplier that are not directly related to deliveries, but which these general delivery and payment conditions nevertheless have been and/or were and/or are declared applicable to by supplier;
- **Order including delivery:** a delivery whereby supplier pays the shipping and/or postage costs;
- **Trade names of Bouwcenter Dijkstra Den Haag BV** are: Bouwcenter Dijkstra Den Haag BV, Bouwcenter Dijkstra, Nelemans Groep and TegelMegaStore;
- **HIBIN:** '(Vereniging van) Handelaren in Bouwmaterialen in Nederland', the association of traders in construction materials in the Netherlands. The association as a network of construction supplies focuses on labour conditions, lobbying and advocacy, consultancy, and support for members in the field of legislation and regulations, social issues, development of knowledge, logistics, sustainability, circularity, and IT/digitization;
- HIBIN-Garantiefonds **HIBIN security fund:** a fund instituted to carry out orders and to (partially) secure advance payment that the supplier associated with HIBIN is no longer able and/or willing to carry out and/or refund on account of suspension of payments, bankruptcy, or a legal debt restructuring arrangement;
- **Information:** drawings, technical descriptions and schemes, summaries, diagrams and designs, overviews, indications, offers and/or calculations -without pretending to provide an exhaustive list-;
- **Credit-limitation surcharge:** a negative rebate to pay for a credit term. The surcharge may be deducted by a timely paying client/buyer and must not be confused with a 'payment discount';
- **Supplier:** the legal person who took, takes and/or will take care of the provision, development and/or delivery of products and/or services -without pretending to provide an exhaustive list- or who made an offer to such effect and/or was asked to make an offer to such effect. Also in the event such did not, does not and/or will not occur by but on behalf of him;
- **Delivery:** the provision, development and/or delivery of products and/or services -without pretending to provide an exhaustive list- to a client/buyer and/or third party on behalf of him or her. Also if it did not, does not, or will not occur by but on behalf of supplier;
- **Additional work:** additional products and/or services, performances delivered and/or to be delivered, hours spent/to be spent -without pretending to provide an exhaustive list- with respect to what was originally established between parties. In general (extra) investments by and/or on behalf of supplier, which are added on top of the quantities/scope established between parties by (basic) agreement;
- **Reduced work:** fewer products and/or services, performances delivered, hours to be spent/spent -without pretending to provide an exhaustive list- than were established between parties before. In general, fewer investments by and/or on behalf of supplier than the quantities/scope established between parties by (basic) agreement;

- **Sample:** test specimen of a product to be delivered in order to be able to assess properties such as quality, colour, weight -without pretending to provide an exhaustive list-;
- **Client/buyer:** the entity that received, receives and/or will receive deliveries of products and/or services or that received an offer to such effect and/or requested an offer, whether or not based on an existing purchase and/or rental agreement;
- **Agreement:** the (written) confirmation of arrangements adopted between supplier and client/buyer, whether or not based on a proposal made before, evincing a consensus;
- **Force majeure:** a situation in conformity with article 6:75 BW (Civil Code). In addition thereto, intended by force majeure are as well: an interruption of supplies of raw material and/or materials, malpractice with regard to machinery and/or equipment, unavailable means of transportation and shipping, government measures, situations in which suppliers of supplier are in default -without pretending to provide an exhaustive list-, with the result that delays occur in the normal production and/or delivery process on the part of supplier and/or his suppliers;
- **Private person** ('consumer'): a natural person not organized as a company and/or government. In practice this means that on one hand a normal citizen is designated as a private person, besides businesses and the government on the other hand. This also includes the natural person who must be qualified as a client/buyer of supplier;
- **Parties:** legal persons directly and/or indirectly involved in offers, arrangements, rights, obligations and/or agreements -without pretending to provide an exhaustive list-;
- **Products:** in the economic sense, anything that can be offered on the market to satisfy a demand. In addition it regards movable goods to be delivered and/or delivered and/or to be developed and/or developed by and/or on behalf of supplier -without pretending to provide an exhaustive list- with regard to which an offer was requested and/or made and/or directly and/or indirectly related thereto and/or an agreement has been and/or will be adopted between parties;
- **Reason and fairness:** a reference to standards of unwritten law that may have an additional or limitative effect on legal relationships;
- **Written confirmation:** an e-mail with confirmation of receipt of a letter that was demonstrably provided to an addressee, or at least the content of which is known to addressee, or at least can reasonably be known to him or her;
- **Showroom model:** a product originating from a large area where products are exhibited in order to have them assessed, seen, felt -without pretending to provide an exhaustive list- by (potential) clients/buyers. This may concern model kitchens, model bathrooms, and the (electrical) appliances that are a part thereof -without pretending to provide an exhaustive list-;
- **Practice:** a customary manner of doing things/a habit.