



All our quotations, offers and agreements are subject to the general terms and conditions of Dekker Zevenhuizen, which were filed on 11 January 2018 at the registry of the Court of The Hague under number 2/2018. The general terms and conditions are also posted on our website. The paper version of the general terms and conditions will be sent free of charge upon first request. The applicability of other general purchase or delivery conditions is explicitly rejected.

ARTICLE 1:

DEFINITIONS AND APPLICABILITY

1. In these general terms and conditions the following definitions apply:
 - a) Customer: any customer, including the wholesaler, processor and / or retailer and not being a consumer, who enters into an Agreement with De Dekker;
 - b) General Terms and Conditions: the present general sales, delivery and payment terms and conditions;
 - c) Dekker: Dekker Zevenhuizen BV or a company of Dekker Groep BV, or Dekker Groep BV itself;
 - d) Agreement: the entirety of agreements between Dekker and the Customer regarding the sale and delivery of kitchen worktops, kitchen accessories and all accessories, in the broadest sense.
2. These General Terms and Conditions form part of and apply to all Agreements between Dekker and the Customer, as well as to all (legal) acts and non-contractual obligations of Dekker with, for or towards the Customer in the conclusion and / or implementation thereof.
3. Clauses originating from the Customer that deviate from these General Terms and Conditions are only valid if they have been explicitly accepted by Dekker in writing. Dekker explicitly rejects the applicability of the (general) terms and conditions used by the Customer.
4. In the event of a conflict between a provision in an Agreement and a provision in these General Terms and Conditions, the provision in the Agreement will prevail.
5. Dekker is authorized to make use of third parties in the performance of an Agreement, the costs of which will be passed on to the Customer in accordance with the quotation provided.

ARTICLE 2:

FORMATION OF AGREEMENTS

1. Dekker's offers are always without obligation in the sense that they must be understood as an invitation to place an order. The Agreement is concluded when the order of the Customer - based on the offer - is accepted by Dekker by means of a sales confirmation in whatever form.
2. The prices stated in the catalogs, price lists or other brochures published by Dekker are indicative and do not bind Dekker; the Customer cannot derive any rights from this. The afore-

mentioned prices can always be changed by Dekker. With due observance of the provisions of article 12 in this regard, the Buyer owes the price that Dekker has included in its order confirmation or invoice to the Buyer.

3. Any additional agreements or changes made later, as well as verbal agreements and / or promises made by Dekker or on behalf of Dekker, only bind Dekker if they have been confirmed in writing.
4. All costs arising from changes to a previously concluded and confirmed Agreement desired by the Customer and accepted by Dekker will be carried by the Customer.

ARTICLE 3:

GUARANTEES

1. If a defect occurs within the agreed warranty period, Dekker will - if a complaint has been lodged in time, in accordance with the provisions of Article 4 and Article 5, and the complaint is accepted by it - arrange for repair or redelivery from within a period specified by the Customer after consultation with Dekker. within a reasonable period of time. If the complaint is not accepted by Dekker, the Customer can appeal to the Kitchen Worktops Disputes Committee Foundation in The Hague in accordance with the provisions of Article 4.
2. If Dekker is unable to comply with the provisions of the previous paragraph, for example because the product is not in its program anymore, or at least is no longer in the same shape or quality, Dekker will proceed to delivery of an equivalent product after consultation with the Customer, or Dekker will refund the purchase price of the product for which the defect has manifested itself to the Customer.
3. Once Dekker has performed on the basis of this article, the warranty will remain in force for the remaining warranty period of the original product with regard to the repaired or replaced product.
4. Minor, commercially acceptable and unavoidable deviations (including a tolerance of 2 mm in the dimensions of kitchen worktops must be taken into account) and in color and / or structure (where samples or samples always only give a rough impression of the goods to be delivered) do not constitute a shortcoming by Dekker. Defects that are the result of normal wear and tear and / or improper use and / or improper installation or fitting also do not constitute a shortcoming on the part of Dekker.
5. The Customer is deemed to be aware and to accept that products made from natural materials (natural stone, marble, wood, etc.) or products in which natural raw materials have been processed may have a different appearance on delivery than on the basis of a showed sample.
6. The Customer can only invoke the guarantee or hold the Dekker liable in any other way if he has fulfilled all his obligations, more in particular his payment obligations and the conditions referred to in the following article.

ARTICLE 4:

COMPLAINT

1. With a view to the guarantee to be provided by Dekker and to prevent unnecessary damage for one of the parties involved in the event of a defect covered by the guarantee, the Customer is obliged to thoroughly inspect the product supplied by Dekker for any defects, and as soon as possible after delivery, but in any case before onward delivery to third parties or processing. Any visible defects must be reported to Dekker in writing within two calendar days after delivery. Only those defects that could not reasonably have been detected by the Customer within the aforementioned period, but which are still discovered within one month after delivery, must be reported to Dekker in writing within the latter period. If this is not done, the Customer is deemed to have accepted the delivered products in conformity. The above notification must contain a description of the defect that is as detailed as possible, so that Dekker is able to respond adequately. The Customer must give Dekker the opportunity to investigate a complaint or have it investigated.
2. The Customer is obliged or guarantees to Dekker that the processing or installation of the product is carried out in a professional manner and that materials are used that allow the product, if necessary with a view to compliance with the warranty, can be removed or replaced in an easy manner.

ARTICLE 5:

DISPUTES

1. If a defect occurs - which in the opinion of the Customer is attributable to Dekker - as referred to in Article 3 paragraph 2, the Customer must immediately report this to Dekker in accordance with the provisions of Article 4.1, under penalty of forfeiture of rights.
2. If Dekker accepts the complaint as referred to in the previous paragraph, it will arrange for repair or redelivery or delivery of the missing items in accordance with Article 3 paragraph 2.

ARTICLE 6:

DELIVERY

1. The Customer is obliged to accept the product as soon as it is offered to him for delivery.
2. A consignment note, delivery note or similar document provided with the delivery of goods is deemed to accurately reflect the quantity of the goods delivered, unless the Customer reports his objection to this to Dekker immediately after receipt of the goods.
3. Even if the Buyer notifies Dekker timely that less has been delivered than stated on the document referred to in the second paragraph of this article, this does not give him the right to suspend payment of the number actually delivered.
4. Unless otherwise agreed, the costs of transport are at the

expense of the Customer and the goods travel at his risk. Delivery will then take place when the goods are loaded onto the means of transport. However, if delivery free of charge to the Customer's warehouse has been agreed, the product travels at the expense and risk of Dekker. In the event of delivery free of charge to the Customer's warehouse, Dekker does not need to transport the item further than to the place where the vehicle can pass over a properly accessible and safe terrain. Delivery always takes place next to the vehicle, at which place the Customer is obliged to receive the good. The Customer must make a reasonable contribution - including by making auxiliary staff available - to ensure that the Dekker can easily fulfill its obligation to unload an item. If the Customer remains in default in this respect, the costs caused by this will be for his account.

5. Damage that occurs as a result of the use of a hoist, lift, forklift, crane or any other aid is at the risk and expense of the person responsible for that use.

ARTICLE 7:

DELIVERY TIME; DELIVERY ON DEMAND

1. The expected delivery time is stated by Dekker as accurately as possible. Dekker is obliged to make every effort to perform within this expected time. The delivery time is always considered to be approximately stated or agreed unless a deadline has been explicitly agreed.
2. The Buyer is not entitled to any compensation in any form whatsoever in the event of a possible exceeding of the specified delivery time, unless this has been expressly agreed or if the exceeding is the direct and immediate result of gross negligence on the part of Dekker.
4. Due to the delivery time being exceeded, the Buyer cannot dissolve the Agreement or refuse receipt and / or payment of the goods. However, the Buyer is entitled, after the expiry of the delivery time, to summon Dekker in writing to deliver within three weeks of the date, under penalty of dissolution. In that case, the Customer is not entitled to any compensation.
5. In the event that delivery on demand has been agreed without deadlines for the on-call time being set, Dekker is authorized, if one or more cost factors have undergone a change after the date of confirmation and before delivery, to adjust the agreed price accordingly. The Buyer is authorized, unless reasonableness opposes this, to dissolve the Agreement on the basis of that price change. If not all goods have been called up within three months after the Agreement, Dekker is entitled to demand that the Customer specify a date within which everything will be ordered, whereby the Customer is also obliged to accept.

ARTICLE 8:

PACKAGING

1. The packaging (packaging, pallets, etc.) used by Dekker for the delivery and which can be used several times will be charged by Dekker to the Customer. Returned packaging as referred to in the previous sentence will be credited by Dekker upon receipt. The Buyer must send this packaging "carriage paid". Packaging that is in poor condition, at the discretion of Dekker, will not be credited.

ARTICLE 9:

POSTPONEMENT OF DELIVERY; NON-PURCHASE AND CANCELLATION

1. If the Customer requests a postponement of delivery for a product already produced, and Dekker agrees to this, the risk of the good will transfer at the time of the original delivery date and Dekker will be entitled to invoice the agreed price and after a storage period of four weeks of storage costs.
2. If the Customer does not receive the product or does not receive it on the agreed date or if he cancels an order, Dekker has the right to terminate the Agreement and to charge compensation for damages. If it concerns custom work, this compensation consists at least of the costs incurred in connection with the unsuccessful delivery, plus the full purchase price. If it does not concern customization, the compensation will at least consist of the costs of the unsuccessful delivery, and the full purchase price less 50% of the price for which the product was sold by Dekker to third parties or reasonably within sixty days after the original delivery period. could have been sold.

ARTICLE 10:

RETENTION OF TITLE

1. The products delivered by Dekker remain its property until the purchase price of those products, previously delivered products or of products still to be delivered has been paid by the Customer, and that which has also been paid by the Customer with regard to work or costs in connection with the delivery.
2. Ownership of those products also remains with Dekker, as long as the Customer has not paid a claim from Dekker due to breach of contract committed by the Customer in connection with those products / activities.
3. Without a prior written consent of Dekker, the Buyer may not sell, resell or alienate the products, before the ownership thereof has passed to the Buyer, other than in the normal course of its business, nor encumber or burden them in any other way. This clause has legal effect.
4. If third parties seize the products delivered under retention of title or wish to establish or assert rights thereon, the Buyer is obliged to immediately notify Dekker thereof.

5. In the event that the Customer does not comply with his obligations and Dekker wishes to realize his right of ownership, he has the right to unhindered access to the products and the place where they are located and the Customer already undertakes to cooperate fully with Dekker in order to enable him to exercise the retention of title by taking back the delivered products.
6. If a product supplied by Dekker, of which Dekker has retention of title, is imported into another Member State of the European Union, the law of that Member State governs the retention of title in the event that the relevant law contains more favorable provisions for Dekker.

ARTICLE 11:

FORCE MAJEURE

1. In addition to the circumstances that the law accepts as such, force majeure also includes, and in any case, strikes and / or illness of the employees or auxiliary persons of Dekker, non-delivery, incomplete and / or delayed delivery or other attributable shortcomings or unlawful behavior by suppliers of Dekker, war and danger of war, full or partial mobilization, import and export bans, measures by Dutch and / or foreign government bodies that make the implementation of the Agreement more difficult and / or more costly than could have been foreseen at the conclusion of an Agreement, natural disasters (including earthquakes, water damage and frost), traffic disruptions, loss or damage during transport, fire, theft, disruptions in the supply of energy, defects to machines, all at Dekker's company and at third parties whose required materials or raw materials are entirely or must partially involve and furthermore all other causes that arise outside of will and / or doing by Dekker. In the event of temporary force majeure, the delivery time can be extended by the duration of the force majeure plus a period within which Dekker can reasonably proceed to deliver, in which case the Customer is not authorized to terminate. The Buyer does have the right, after the expiry of the delivery time, to demand in writing Dekker to deliver within four weeks of the date, failing which the Buyer can immediately dissolve the Agreement. In that case, the Customer is not entitled to any compensation.

ARTICLE 12:

PRICE, PAYMENT AND CONSEQUENCES OF LATE PAYMENT

1. The prices stated by Dekker in his offer or stated in the Agreement are, unless stated otherwise, exclusive of VAT and exclusive of transport costs.
2. Dekker may increase prices after the Agreement has been concluded on the basis of external factors, such as increases in taxes, external supplier prices, exchange rates, raw materials, freight costs, wages and / or social security charges, import duties, levies or other charges.

3. Payment of the final amount of Dekker's invoice - less any credit limitation surcharge charged - must be made within 30 days of the invoice date, unless expressly agreed otherwise between Dekker and the Customer. The date of payment is the date on which the amount owed by the Customer is credited to the bank account specified by Dekker.
4. The right to setoff / suspension of any payment obligation can never be invoked by the Customer against Dekker.
5. If the Customer exceeds the payment term as referred to in paragraph 4 of this article, the Customer will be in default towards Dekker without any reminder or notice of default and the Customer will owe the statutory commercial interest, plus 5% per year on the final amount of the invoice from the due date to the day of payment. After each year, Dekker has the right to increase the amount on which the statutory commercial interest is calculated by the interest owed for that year. The place of payment is always the bank account indicated by Dekker...
6. If the Customer is in default with payment, the Customer also owes the extrajudicial and judicial costs. The extrajudicial costs are charged on the basis of the costs actually incurred, with a minimum of 10% of the amount not paid or not paid on time.

ARTICLE 13: LIABILITY

1. Dekker, its employee (s) or third parties engaged by Dekker are respectively liable for any damage of whatever nature and of whatever nature suffered by the Customer or any third party in connection with the delivery of products, the use of products, possession of products or defects in delivered products, including non-proper compliance with the obligation to repair or redelivery, all this except in the case of intent or willful recklessness on the part of Dekker or if and insofar as legally stipulated otherwise.
2. If and insofar as any liability exists on the part of Dekker by virtue of the first paragraph of this article, it is only liable for direct damage. The indirect damage suffered by the Customer, including consequential damage, consisting of, among other things (but not limited to) lost profit, lost turnover or lost income, will never be eligible for compensation by Dekker.
3. Liability for direct damage on the part of Dekker is in any case always limited to the obligation to redeliver, or to the obligation to pay the invoice amount relating to the Agreement, with a maximum of the amount that Dekker's professional liability insurance policy in that case pays out (plus the amount of the deductible), at the discretion of Dekker.

4. The Customer indemnifies Dekker against all claims from third parties who suffer damage in connection with the performance of the Agreement and the cause of which can be attributed to someone other than Dekker, and against claims from third parties related to the agreements concluded between the Customer and those third parties.
5. Unabated to the provisions of articles 4 and 5 regarding complaints and the provisions of this article regarding liability of Dekker, the limitation period or expiry period of all claims and defenses against Dekker and the third parties involved by Dekker in the performance of the Agreement is one year or a shorter term if this applicable by law.

ARTICLE 14: APPLICABLE LAW AND COMPETENT COURT

1. All agreements concluded by De Dekker are governed by Dutch law, with the exclusion, where necessary, of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).
2. All disputes that arise between the Dekker and the Customer will be settled, unabated to the provisions of Article 5 and without prejudice to the legal authority of the Subdistrict Court, by the court having jurisdiction in the place where Dekker has its registered office. Filed on 11 January 2018 at the registry of the District Court of The Hague under number 2/2018.