



DELIVERY AND PAYMENT CONDITIONS

Article 1: General These delivery and payment conditions apply to all orders placed with us and to all agreements concluded with us. By only issuing an assignment, the client also accepts our delivery and payment conditions. To the extent that it conflicts with written purchasing, tendering or other terms and conditions of the client, our terms and conditions take precedence, except in the case and insofar as terms and conditions of the client are accepted by us in writing.

Article 2: Offers and quotations All quotations are without obligation. Our delivery times are indicative and do not give the buyer the right to dissolve compensation, unless otherwise agreed. In the case of written acceptance, we are bound to no more than what has been accepted by us in writing. Additional and deviating provisions are only binding for us if and insofar as we have accepted them in writing. Offers do not automatically apply to repeat orders.

Article 3: Creativity causes both making drawings, sketches and designs as well as designing and decorating objects and planned projects that we have based on personal creativity, the proposed object may deviate somewhat from realized project, albeit retaining the original offer indicated atmospheric impression.

Article 4: Execution of the agreement If and to the extent that a proper implementation of the agreement requires this, we have the right to have certain work carried out by third parties. We are not liable for damage, of any nature whatsoever, if we were supposed to be aware of incorrect, incomplete and / or late data issued by the client, except for this incorrectness or incompleteness. If during the execution of the agreement it is stated that for a real execution it is necessary to change the work to be performed and to supplement it, the parties will adjust the agreement accordingly in time and in consultation.

Article 5: Delivery of goods We are not obliged to deliver or to make further deliveries in the event of a strike, accident, brand, molestation and other cases that have any relation to our company and praise the means of transport involved. Even if we deliver carriage paid, the goods travel for the account and risk of the client. If the client refuses to take delivery of is negligent in providing information on instructions that are necessary for delivery, we are entitled to store the goods at the client's expense and risk.

If we require information from the client in the context of the performance of the agreement, the agreed delivery time commences after the client has made this available to us.

Article 6: Packaging Our customers are free to view all goods to be taken by them from our workshops before shipment and to check the weight; our liability ceases as soon as the goods have left our workshops.

Article 7: Payment Unless otherwise agreed, payment of the purchase price is due at our option in cash upon delivery or within 15 or 30 days after delivery, in the currency in which the invoice was made. We are entitled to demand security for the fulfillment of payment obligations, to require full or partial payment in advance or to send cash on delivery only. The goods remain our property until full payment has been made. In the event of negligence in payment, the customer is deemed to be legally in default and we are entitled to the statutory interest without notice of default or judicial intervention, as well as all costs incurred by us to collect the contractual price, including exchange and protest costs, all costs of legal assistance and litigation and execution costs, without prejudice to our further rights. All payments must be made without any deduction or set-off. In the event of non-punctual payment at the agreed time, if the bankruptcy, suspension of payment or order placed under guardianship has been requested, or if the customer is liquidated or dissolved, the claim for payment as a whole becomes immediately due and payable, without prejudice to the other rights.

Article 8: Suspension and termination We are entitled to suspend compliance with our obligations or to terminate the agreement if circumstances that come to our knowledge after concluding the agreement give us good reason to fear that the client will not fulfill his obligations. If the agreement is dissolved, our claims against the client are immediately due and payable.

Article 9: Cancellation If the client cancels the order, he is obliged to take over materials and raw materials, whether or not they have been purchased over time, whether or not they have been processed or processed, at the agreed price, and to compensate us further. The client is furthermore obliged to indemnify us against claims from third parties as a result of the cancellation of the assignment.

Article 10: Safeguards If the client provides us with information carriers, electronic files of software, etc., the client will be informed that no objection to the copyright of third parties is made, given that the information carriers, electronic files of software are free of viruses and defects.

Article 11: Retention of title Any designs, sketches, drawings, films that we have created in the context of the agreement. software and other materials from (electronic) files, remain the property of us, irrespective of whether these have been handed over to the client from third parties, unless agreed otherwise. All designs, sketches, drawings, films, software, (electronic) files, etc. that are permitted by us are exclusively assigned to be used by the client and may not be allowed by him without his permission being multiplied, made public, or are brought to the attention of third parties, unless the nature of the documents provided indicates otherwise. If third parties seize the retention of title for goods or wish to establish rights thereon, the client is obliged to inform us of this as soon as can reasonably be expected.

Article 12: Image rights Insofar as no rights are claimed by our suppliers, all rights to the use of drawings, sketches, designs and visible objects and projects made by us are reserved to us and this image material is not permitted without our explicit statement permission to use for any purpose.

Article 13: Applicable law Dutch law applies to every agreement between us and the client.