

GENERAL TERMS OF PURCHASE AND DELIVERY OF BEERENS WINKELINTERIEURS B.V.,
Domiciled and with its main office in Rijen, community Gilze and Rijen, Europalaan no. 2.

Article 1:

1.1 These general terms and conditions apply to every offer and every agreement between Beerens Winkelinterieurs B.V. and a counterparty to which Beerens Winkelinterieurs B.V. has declared these terms and conditions to be applicable, to the extent that these terms and conditions are not explicitly departed from the parties.

1.2 These general terms and conditions apply to every order, offer and agreement between Beerens Winkelinterieurs B.V. and a counterparty to which Beerens Winkelinterieurs B.V. has declared these general terms and conditions to be applicable and to the extent that the parties do not explicitly depart from these general terms and conditions in writing. The parties exclude the application of Article 6:225 para.3 of the Dutch Civil Code for cases in which the counterparty refers to its own general terms and conditions.

1.3 The current general terms and conditions are also encompassing to all agreements with Beerens Winkelinterieurs B.V., for whose execution Beerens Winkelinterieurs B.V. makes use of the services of third parties.

1.4 If a counterparty to the general terms and conditions of Beerens Winkelinterieurs B.V. wishes to depart from them

then the counterparty must submit a proposal to this effect explicitly and in writing to Beerens Winkelinterieurs B.V. Acceptance of such a proposed change from the counterparty can only be affected by Beerens Winkelinterieurs B.V. explicitly and in writing.

1.5 If one or more provisions in these general terms and conditions should be or become void, the remaining provisions of these general terms and conditions will remain applicable. Beerens Winkelinterieurs B.V. and the counterparty shall agree on new provisions for replacing the void or voided provisions whereby the objective and scope of the original provisions will be taken into consideration.

Article 2: Offers and Orders

2.1 Offers, tenders, stock lists and price lists made by Beerens Winkelinterieurs B.V. are entirely subject to change and non-binding. An offer will state its prices excl. VAT, unless otherwise stated.

2.2 Illustrations and descriptions in offers, price estimates, prospectuses, catalogues, drawings, designs, confirmations of orders, calculation, dimensions and weight specifications, colour specifications and all other sorts of specifications provided by Beerens Winkelinterieurs B.V. are not binding on it.

2.3 Agreements to which Beerens Winkelinterieurs B.V. is deemed party, are only deemed concluded:

- a) after the signing by both parties of an agreement drafted to this effect or the completion of a form and then starting from the day of signing, or;
- b) on receipt and declared agreement with the written acceptance by the counterparty of an offer made by Beerens Winkelinterieurs B.V.;
- c) failing the above, by handing over by the counterparty the items/information to be delivered to Beerens Winkelinterieurs B.V.

2.4 If a natural person, signing in the name of or on the account of another natural person concludes an agreement, he declares - by signing the contract - that he is authorised to do so.

This signing party is then, along with the other signing natural person, primarily liable for all obligations that proceed for the agreement.

2.5 Beerens Winkelinterieurs B.V. reserves the right to refuse an order without stating its reasons.

2.6 If the acceptance by the counterparty departs from the offer accepted in the tender, Beerens Winkelinterieurs B.V. is not bound by it. This agreement will not be concluded based on this deviating acceptance unless Beerens Winkelinterieurs B.V. states otherwise.

2.7 A price list that it compiles does not obligate Beerens Winkelinterieurs B.V. to carry out any part of it in return for a corresponding part of the stated price.

2.8 If Beerens Winkelinterieurs B.V. concludes more than one agreement with the counterparty, these basic terms and conditions also apply to all subsequent agreements in every case, regardless of whether or not they are explicitly declared to be applicable.

2.9 Tenders and offers do not apply to subsequent orders.

Algemene voorwaarden:

Op al onze aanbiedingen en overeenkomsten zijn onze algemene voorwaarden van toepassing. Deze zijn gedeponeerd bij de K.V.K. te Tilburg onder nr. 18117190.

Beerens, werk(t) aan de winkel

Beerens Winkelinterieurs B.V.

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Article 3: Risk

3.1 The goods are, even in the event that Beerens Winkelinterieurs B.V. is commissioned to provide transport, transported at cost and risk to the counterparty immediately after they leave the warehouse (this includes transportation risk, nuisance risk and all other risks).

Article 4: Purchase Obligation

4.1 The counterparty is obligated to accept the purchased items from the moment that they are supplied to it and/or the moment in which they are, according to the agreement, made available to it. If the counterparty refuses acceptance or is negligent in sending information or instructions necessary for the delivery, the items will be stored at risk to the counterparty. In that case the counterparty shall be responsible for all additional costs including in every case storage costs.

Article 5: Delivery Period

5.1 An agreed-upon delivery period is not a hard-and-fast deadline unless this is expressly agreed upon. In the case of non-timely delivery, the counterparty must notify Beerens Winkelinterieurs B.V. of this default in writing.

Article 6: Partial Shipments and Combined Price Lists

6.1 Beerens Winkelinterieurs B.V. is allowed to deliver sold items in partial shipments. This does not apply if a partial shipment does not have any independent value. If the items are delivered in parts, Beerens Winkelinterieurs B.V. is authorised to bill each partial shipment separately.

6.2 In the case of combined price lists, there is no obligation to deliver part of it in return for a corresponding part of the whole stated price.

Article 7: Cancellation

7.1 Cancellation of an order must occur within 8 days of the order being placed.

Cancellation of an order by the counterparty will only be accepted at the discretion of Beerens Winkelinterieurs B.V. if the counterparty is prepared to pay the costs already incurred by Beerens Winkelinterieurs B.V. These costs come to at least 15% of the agreed-upon price with a minimum amount of € 250.—without prejudice to the right to complete compensation for damages including lost profits.

7.2 Notice of cancellation must be sent by registered letter.

Article 8: Termination of the Agreement

8.1 The claims of Beerens Winkelinterieurs B.V. against the counterparty are immediately collectable in the following cases:

- After the conclusion of the agreement, should Beerens Winkelinterieurs B.V. become aware of conditions that give it good reason to fear that the counterparty will not meet its obligations.

- If Beerens Winkelinterieurs B.V. asked the counterparty, on the conclusion of the agreement, to provide securities for the fulfilment of its obligations and these securities either have not been provided or are insufficient.

- In the cases named here Beerens Winkelinterieurs B.V. is authorised to terminate continued performance of the agreement or to proceed with dissolving the agreement, in each case without prejudice to the right of Beerens Winkelinterieurs B.V. to demand compensation for damages.

8.2 If conditions become apparent with respect to the persons or material which Beerens Winkelinterieurs B.V. employs in executing the agreement or habitually employs, which are of such a nature as to render the execution of the agreement impossible or difficult and/or unreasonably expensive to the degree that fulfilling the agreement can no longer be reasonably demanded, Beerens Winkelinterieurs B.V. is authorised to dissolve the agreement.

8.3 If the agreement is dissolved, the claims of Beerens Winkelinterieurs B.V. against the counterparty are immediately collectable. If Beerens Winkelinterieurs B.V. postpones the fulfilment of its obligations, it reserves its claims deriving from the law and the agreement.

8.4 Beerens Winkelinterieurs B.V. always reserves the right to demand compensation for damages.

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Article 9: Property Rights

9.1 Beerens Winkelinterieurs B.V. reserves the title to the items delivered to the counterparty as such until all of its claims against the counterparty are fulfilled including those with respect to the counter-performance by Beerens Winkelinterieurs B.V. to the counterparty by force of any agreement for delivered or yet-to-be delivered items, as well as with respect to the counter-performance for them by Beerens Winkelinterieurs B.V. by force of such an agreement as well as any services performed or yet to be performed on behalf of the and with respect to compensation for damages due to failure to fulfil the agreements mentioned above.

9.2 Items delivered by Beerens Winkelinterieurs B.V. which, by force of paragraph 1, fall under the reservation of title, may only be re-sold in the framework of a normal business transaction. Moreover, the counterparty is not authorised to pawn the items or attach any other rights to them.

9.3 Beerens Winkelinterieurs B.V. is hereby irrevocably authorised by the counterparty to recover the delivered items under reservation of title without any intervention by the courts, warrant or formal notice of default. The counterparty must lend assistance on penalty of a fine of 500.- per day that it remains in default. Through the recovery of goods by Beerens Winkelinterieurs B.V., the agreement is not dissolved unless Beerens Winkelinterieurs B.V. has communicated this to the counterparty.

9.4 If third parties wish to obtain or do assert any rights to the delivered items under reservation of title, the Counterparty is obligated to notify Beerens Winkelinterieurs B.V. of this fact as quickly as can be reasonably expected.

9.5 The counterparty is obligated, on first request from Beerens Winkelinterieurs B.V.:

- To insure the delivered items under reservation of title delivered items and keep them insured against fire, explosion and water damages as well as against theft and to give this insurance policy to Beerens Winkelinterieurs B.V. for inspection.

- All claims of the counterparty against insurers with respect to the items delivered under reservation of title Must be assigned to Beerens Winkelinterieurs B.V. in the manner that is prescribed in art. 3:239 B.W. (Dutch Civil Code)

- The claims that the counterparty obtains against its customers through the re-sale of the items delivered by Beerens Winkelinterieurs B.V. under reservation of title are to be assigned to the latter in the manner that is prescribed in art. 3: 239 B.W.

- The items delivered under reservation of title must be marked as the property of Beerens Winkelinterieurs B.V.

- To provide assistance in other ways and take all reasonable measures that Beerens Winkelinterieurs B.V. wishes to take for the protection of its property rights with respect to the items and which will not unreasonably hinder normal business operations.

Article 10: Returns/Complaints

10.1 The counterparty is responsible for checking the piece count of the delivered items. If no complaint concerning the piece count of the delivered items is submitted immediately after their receipt, the quantities on the waybills, the delivery notes or similar documents will be recorded as being acknowledged as correct. Complaints concerning possible defects or damages must be noted by the counterparty on the confirmation of receipt in order to be valid.

10.2 If obvious defects or shortfalls are noted, then the counterparty must report these in writing with 8 days of delivery to Beerens Winkelinterieurs B.V.

10.3 Non-obvious defects are discovered, the counterparty must report in writing them within 8 days of discovery but at the most within one month of delivery to Beerens Winkelinterieurs B.V.

10.4 Even if the counterparty submits a complaint in a timely fashion its obligation remains in place until the orders placed have been accepted. Items can only be sent back on condition of prior written consent of Beerens Winkelinterieurs B.V.

10.5 Partial or complete processing of goods voids every right to return or complaint.

10.6 If the complaint is justified Beerens Winkelinterieurs B.V. shall, at its discretion, either pay a reasonable compensation for damages of at most the invoiced value of the delivered goods or replaced the delivered goods free of charge after the originally delivered goods are received back by Beerens Winkelinterieurs B.V. Beerens Winkelinterieurs B.V. is not obligated to pay any further compensation for damages. Indirect damages will never be compensated.

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10.7 The liability limitations on damages included in these general terms and conditions do not apply if the damage is attributable to malicious intent or gross negligence on the part of Beerens Winkelinterieurs B.V. or its subordinates.

10.8 The counterparty never has the right to return the goods unless Beerens Winkelinterieurs B.V. has agreed to this in writing. If a shipment is sent back without first obtaining the written agreement of Beerens Winkelinterieurs B.V. and it ultimately nevertheless reaches the receiving department, this will always be treated as being at cost and risks to the counterparty. The shipment will then be made available to the counterparty by Beerens Winkelinterieurs B.V. at cost and risk to the counterparty without this making it possible to derive any recognition of the legitimacy of any possible complaint.

Article 11: Price Increases

11.1 If Beerens Winkelinterieurs B.V. agrees to a specific price with the counterparty, the former is nevertheless entitled to increase the price; Beerens Winkelinterieurs B.V. may bill the price according to its currently valid price list at the time of delivery. If the price increase comes to more than 10%, the counterparty however has the right to dissolve the agreement.

Article 12: Packaging

12.1 Unless otherwise agreed on, conventional, regular packing is free of charge. If packaging is charged in the invoice, then it will be accepted and the price credited to the billed price if it is sent back postage-paid.

Article 13: Payment

13.1 Payment must be rendered within 14 days of the billing date, in Euro's. Once 14 days pass after the billing date, the counterparty is automatically in default without further notice; the counterparty then owes from the moment that it enters into default interest in the amount of 2% on the collectable amount, per month or partial month, from the due date on.

13.2 In the case of liquidation, bankruptcy or suspension of payments of/by the counterparty, the obligations of the counterparty become immediately collectable.

13.3 Payments made by the counterparty will be applied with first priority to the settlement of all owed interest and costs, with second priority to the collectable bills that have been outstanding the longest, even if the counterparty reports that the settlement will have an impact on a later invoice.

13.4 Additionally, payment must be made without discounts or offsetting.

13.5 Beerens Winkelinterieurs B.V. always reserves the right (even in the event that other conditions are concluded for the purchase) to send the goods under terms of cash on delivery or to demand payment be made in advance.

13.6 If the counterparty is in default or delay on fulfilling one or more payment obligations, then all reasonable costs for obtaining satisfaction out of court will be billed to the counterparty. In each case the counterparty owes Beerens Winkelinterieurs B.V. by title the out-of-court collection costs:

- For the first € 3,250.-- 15%.
- for the amount up to € 6,500.-- 10%.
- for the amount up to € 16,250.-- 8%.
- For the amount up to € 65,000.-- 5%.
- For amounts higher than this 3%.

13.7 If Beerens Winkelinterieurs B.V. proves that it has incurred higher costs which were reasonably necessary, these costs will also be considered for compensation.

13.8 The counterparty owes Beerens Winkelinterieurs B.V., along with those costs that can be directly collected and in the event of a court ruling, the liquidated process costs, as well as any legal costs incurred by the latter, in all instances with reservation to the extent that the counterparty indicates that these would be unreasonably high. This applies only if the parties in terms of an agreement to which these general terms and conditions apply bring a legal action and a court ruling takes effect according to which the counterparty is wholly or in overwhelming degree found to be in the wrong.

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Article 14: Force Majeure

14.1 Under force majeure one understands conditions which hinder the fulfilment of obligations, and for which Winkelinterieurs B.V. cannot be held responsible. These will include the following (if and to the extent that these conditions render fulfilment impossible or make it unreasonably difficult):

- Strikes in other locations of Beerens Winkelinterieurs B.V.
- Wildcat strikes or political strikes in the business facilities of Beerens Winkelinterieurs B.V.
- A general shortage of the necessary raw materials and other goods or services that are necessary to complete the agreed-upon performance.
- Unforeseeable delays among the sub-suppliers or other third parties on which Beerens Winkelinterieurs B.V. depends.
- General transportation problems, ice conditions, actions of public authorities, war, military mobilisation, impediments to transportation, obstructions to import and export of goods.

14.2 Beerens Winkelinterieurs B.V. also has the right to appeal to force majeure, if the condition which hinders (continued) fulfilment takes effect after Beerens Winkelinterieurs B.V. should have already fulfilled its commitments.

14.3 During force majeure events, the delivery and other obligations of Beerens Winkelinterieurs B.V. are suspended. If the period during which force majeure makes the fulfilment of the obligations by Beerens Winkelinterieurs B.V. impossible lasts longer than is reasonable taking all conditions into account, both parties are authorised to dissolve the agreement without there arising in that case any obligation to pay compensation for damages.

14.4 If Beerens Winkelinterieurs B.V. on the occurrence of the force majeure event has already partially fulfilled its obligations or can only partially fulfil its obligations, it is authorised to bill the already delivered items, or the deliverable part thereof separately and the counterparty is obligated to pay this bill as if it were paying a separate contract. This does not apply if the already-delivered items or the deliverable part do not have any independent value.

Article 15: Confidentiality

15.1 Parties are obligated to maintain secrecy with respect to all confidential information of which they become aware in the context of this agreement, either concerning each other or from any other source. Information is deemed confidential if it is identified as such by the other party or if this is clearly obvious due to the type of the information.

15.2 If Beerens Winkelinterieurs B.V., based on a provision of law or a court ruling, is required to disclose said confidential information to a third by dint of law or by instruction of an authorised judge, and Beerens Winkelinterieurs B.V. in this matter cannot appeal to a legal right of refusal or such right that is recognised or granted by the authorised judge, Beerens Winkelinterieurs B.V. is not required to pay compensation for damages or to indemnification nor is the counterparty entitled to dissolve the agreement on the basis of any damages that arise as a result.

Article 16: Intellectual Property and Copyright

16.1 Without prejudice to what is specified in these general terms and conditions, Beerens Winkelinterieurs B.V. reserves the rights and authorisations which are held by Beerens Winkelinterieurs B.V. based on intellectual property rights and copyright.

16.2 All items sold and/or by Beerens Winkelinterieurs B.V. expired designs, estimates, drawings, are exclusively intended to be used by the counterparty and they may not be reproduced, re-sold, processed, copied, replicated, publicly disclosed or disclosed to third parties by the counterparty without the prior consent of Beerens Winkelinterieurs B.V., unless something else proceeds from the nature of the sold items and/or expired things.

16.3 Beerens Winkelinterieurs B.V. reserves the right to use the knowledge acquired through the work for other purposes to the extent that no confidential information is disclosed to third parties as a consequence.

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Article 17: Miscellaneous

17.1. The transport of the goods always proceeds at cost and risk to the counterparty. Vertical transport will be re-charged based on subsequent calculations. In the case of assembly by Beerens Winkelinterieurs B.V. The calculation will be based on uninterrupted assembly: should interruptions occur a charge of an additional € 250.—will be billed for each occasion. The counterparty must therefore make sure that the space where installation will be done is already empty, so that assembly can begin immediately. In the case of assembly by Beerens Winkelinterieurs B.V., assistance to third parties, in whatever for, is not included in the price, neither are cutting holes, milling slots, preliminary work, etc.

17.2 All sales are completed under the expressed precondition that all events with respect to freight shipping, import duties, levies imposed by the authorities, charges and the like that bring about a change in the conditions which were in place at the time the agreement was concluded, are at cost to the counterparty with the understanding that the purchase price will be increased by these increased freight costs, levies, charges and import duties and the like.

17.3 Returned materials that are received undamaged can be compensated by Beerens Winkelinterieurs B.V. Only standard inventory items come into consideration for this. Custom-ordered articles do not come into consideration for compensation. If credit is granted 10 % of the billed amount of the goods received will be charged as handling costs with minimum of € 11.50. Additionally, freight costs of the turn shipment will be billed to you.

Article 18: Dispute Resolution

18.1 In departure from the legal rules pertaining to the authority of the Civil Judge, each dispute between the parties arising from or occasioned by a purchase agreement or any other agreements which may be consequence of such, if the court has authority over them, will be resolved by the Court of Breda. Beerens Winkelinterieurs B.V. however remains authorised to sue the counterparty according to the law or the applicable European Treaty before the authorised civil judge.

Article 19: Applicable Law

19.1 Dutch law applies to every agreement between Beerens Winkelinterieurs B.V. and the counterparty.

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