



NIJBOER

General
CONDITIONS



*Registered with the Chamber of Commerce Zwolle
under number 38021108*

Article 1 (definitions)

1. Nijboer Interieur & Design B.V. with its registered office and business premises at Het Fiester 26, 8106 PP Marienheem
2. Contractor: The user's contractual party
3. CC: the Dutch Civil Code
4. Supply: legal delivery within the meaning of the CC
5. Delivery: actual delivery to/for the contractor

Article 2 (applicability)

1. These General Conditions shall apply to all offers, quotations, agreements and the supply of panelling, project designs, shop designs, furnishing and upholstery or other services of or with the user, expressly including repair or maintenance work.
2. The user shall expressly exclude any general conditions of purchasing applied by the contractor.
3. The invalidity or reversibility of one of the provisions of these General Conditions shall not affect the legal validity of the remaining provisions. Legal conversion shall take place in accordance with article 3:42 BW with respect to such provision(s).
4. In the event of deviation from one or more of the provisions of these General Conditions, the remaining provisions shall remain in effect. Only deviations agreed between the user and the contractor in writing shall be valid.
5. The applicability of the Vienna Convention on the International Sale of Goods shall be expressly excluded in all legal transactions in the widest sense of the word between the user and the contractor.

Article 3 (quotations and prices)

1. All offers and quotations from the user shall be non-binding even if they stipulate a deadline for their acceptance.
2. All estimates stated in quotations or offers shall be subject to reservation unless expressly agreed otherwise in writing. All prices and all offers shall be net, exclusive of VAT, import duties, other taxes, levies and duties, costs of loading and offloading, transport, packaging, assembly, installation and commissioning costs unless expressly stated or agreed otherwise in writing. An estimate shall not oblige the user to supply part of the goods or services provided for in the offer or quotation for the (part) prices stated for this.
3. The user shall among other things be entitled to pass on to the contractor any increases in wages, raw material prices, transport costs, exchange rates, insurance premiums and levies from the Government including taxes, import duties and suchlike occurring after issuing the quotation or offer for this work, supply or services, which are still to be carried out or supplied by the user at the point of taking effect of these increases.
4. Unless agreed otherwise in writing, the price of quotations for orders for the supply and/or set up of a design or parts thereof on location shall not include:
 - a. Work on the ground, pile driving, hoeing, demolition, foundation, masonry, carpentry, plastering, painting, wallpapering, repair or other construction work of any kind or the costs of connection to the sewage mains, the gas, water or electricity network, levelling and cleaning floors, walls or ceilings or cleaning other items than those to be supplied;
 - b. additional help for dragging away those parts that are not to be processed by the contractor himself as well as the hoisting or lifting equipment and tackles to be used.
 - c. The user shall, when carrying out the calculations, proceed from the stated number of square metres based on the details and drawings submitted by the contractor. Subsequent calculation shall take place based on the actual number of square metres if these details do not correspond to reality.

Article 4 (conclusion of the agreement and subsequent changes)

1. The agreement between the user and the contractor shall only be concluded after the user has confirmed the offer or quotation to the contractor in writing by way of order confirmation from management or an authorized person. The user may revoke or change the offer or quotation as long as the user has not confirmed acceptance to the contractor in writing.
2. If the contractor fails to return the order confirmation within one week of receipt, this may lead to delay including failure to achieve the delivery date. Costs flowing from this delay cannot be attributed to the user.
3. If a revocation or change as provided for in paragraph 1 (second sentence) of this article leads to a new offer or quotation from the user, that stated in article 3 and paragraph 1 of this article shall apply by analogy.
4. If acceptance by the contractor includes reservations or changes in the offer or quotation or reference is made to other (general) conditions, the agreement shall, in departure from the previous paragraphs only be concluded if the user has also confirmed to the contractor in writing its approval of this in full and without reservation.
5. Changes to agreements concluded and deviations from these General Conditions following conclusion shall only apply if agreed between the user and the contractor in writing.
6. All changes to work accepted, either on special order from the contractor or as a result of a change in the construction or due to the construction if this leads to additional costs shall be considered as additional work and as far as fewer costs arise shall be calculated as a reduction.
7. Additional or less work shall, depending on the obligation to pay the principal sum, be offset according to the actual hours or costs.
8. The user shall be entitled to pass on increases occurring following conclusion of the agreement as provided for in article 3, paragraph 3 to the contractor. If the user passes on such an increase, the contractor shall only be entitled to dissolve the agreement in the event of a total price increase of 10% of the total agreed price.
9. The right to dissolution as provided for in paragraph 8 of this article shall not apply if this relates to increases in cost factors that have been passed on.

10. If the agreement under this article is concluded with several contractors, these shall in all cases be severally responsible towards the user if one of the contractors fails to fulfil or fulfil completely the obligations towards the user.

Article 5 (quality, description, responsibilities and order confirmation)

1. The user shall as far as possible endeavour to supply the goods or services to the contractor as described in the order confirmation; this shall also apply to the quality and quantity to be supplied. That stated in the order confirmation sent by the user shall be definitive. The user shall not be obliged to reimburse costs in connection with the hiring by the contractor of third parties for controlling what has been placed or supplied by the user unless agreed otherwise between the parties in writing.
2. The contractor shall inform the user in writing of any changes and/or additions on the dispatched order confirmation immediately but no later than 48 hours of the day on which the user dispatches the order confirmation failing which the dispatched order confirmation shall form the basis of the user's obligation(s) towards the contractor under paragraph 1.
3. Samples, models, drawings or films shown to the contractor shall only be provided by way of indication without the items to be delivered by the user having to correspond to these.
4. The contractor may not derive any rights from announcements by the user regarding (technical) product specifications, details stated in brochures, catalogues or information media unless the same details are included in the agreement concluded or in the order confirmation provided for in paragraph 1 whereby the opposite is clearly stated.
5. Minor deviations in quality, colour, design, weight, format, number and suchlike of the items supplied by the user shall not constitute grounds for the contractor to dissolve the agreement concluded (whether or not in part) or to suspend his payment obligations nor shall this be grounds to reduce the purchase price due.
6. If the contractor provides materials or parts for further processing, assembly or installation, the user shall only be responsible for their proper finishing, assembly or installation but never for the materials or parts themselves.
7. The user shall accept no responsibility for designs, sketches, diagrams and suchlike made by or on behalf of the contractor himself or for materials or parts expressly prescribed by or on behalf of the contractor. The contractor shall indemnify the user upon first request from all third party claims flowing from this, including claims based on intellectual property rights.
8. The contractor shall be obliged upon first request from the user to provide the necessary/required assistance without delay enabling the user to fulfil its obligations under the agreement between the parties, expressly including the procuring of free access to/in places or buildings in the widest sense of the word.
9. The user shall be entitled at all times – without this requiring prior consultation or approval from the contractor to have the agreement concluded carried out in whole or in part with the help of the third party it has hired or to transfer to a third party its rights or obligations under the agreement concluded with the contractor.
10. The user shall not be responsible for damage due to death or physical injury, consequential damage or damage for any other reason in connection with the (fault in the) materials or parts provided by or on behalf of the contractor for further processing or assembly irrespective of their processing or treatment by the user or third parties except in the case of intent by the user. The contractor shall indemnify the user in full against all claims for the compensation of damage from personnel of the contractor or third parties.

Article 6 (carrying out work)

1. Unless agreed otherwise in writing, the contractor shall be obliged to ensure:
 - a. that the place where the goods to be assembled, materials and/or tools are to be stored or where delivery is to take place shall be such that no damage of any kind or theft may take place;
 - b. that the access to the area where the delivery and/or assembly is to take place shall be unhindered and sufficient and that all assistance shall be offered to enable smooth delivery, assembly and/or finishing;
 - c. that if a tackle, lift or other means of transport is to be used, this shall be provided for operating by and at the expense of the contractor. The instrument to be used shall comply with government regulations applying at the time of use. The contractor shall bear the cost of any damage arising from this unless fault is established on the part of the user.
 - d. that any demolition work in the area where delivery and/or assembly is to take place shall be carried out;
 - e. that (sub)floors shall be free of plaster and waste residue and loose parts, if necessary, unless agreed otherwise in writing, completely flat and level and in a clean condition;
 - f. that electricity, air, water and if necessary heating are provided in the area where work is to be carried out;
 - g. that if other people are also required to work in the respective area, this work shall be finished before the contractor commences his work so that the latter can carry out his work there unhindered;
 - h. that the business accommodation shall be closed to the public during work in the event of conversion and/or renovation to the interior;
 - i. that the temperature in the area is a minimum 17° C, the subfloor temperature is at least 13° C and that the relative humidity is a maximum 75%.
2. Floors and walls shall be handed over in a clean, dry and flat condition before starting work. Any work to be carried out by the user for preparing the foundations shall be charged as extra work.
3. Unless agreed otherwise in writing, the following shall apply to the finishing of floors/walls:
 - a. Floors shall be flat enabling the fitting of soft floor covering without further processing.
 - b. Floors shall be hardened (cured) and pressure proof. The maximum permitted humidity percentage shall be:
 - In case of cement floors:
 - 3.5% carpet and marmoleum
 - 2.5% vinyl

- In case of anhydrite floors:
 - 1.0% carpet
 - 0.5% vinyl and marmoleum
- c. Walls/floors shall be prepared if tiles are to be placed on these.
- 4. The contractor shall be responsible for ensuring facilities (interior lift or crane) for the vertical transport of goods.
- 5. The contractor shall himself arrange for the disposal of rubble and waste materials or the provision of a container.
- 6. The contractor shall bear the costs and the suspension of delivery dates, etc., if the aforementioned conditions are not fulfilled.

Article 7 (delivery periods, supply, delivery and risk)

1. The delivery period shall commence as soon as the agreement is concluded and the user has received all necessary details for commencing the carrying out of work. The contractor shall be obliged to inform the user in good time as to all details and optional conditions required in order to continue the work.
2. The delivery periods stated by the user shall not be binding. The simple expiry of such dates shall not render the user in default and the contractor may not dissolve the agreement nor suspend his payment obligation. Such cases shall require prior and proper written proof of default providing for a minimum period (for repair/delivery) of 21 days.
3. Delivery shall be considered having taken place at the point at which the items to be delivered are ready for the contractor in the stores/warehouse of the user or the third party (or parties) it has hired unless agreed otherwise between the parties and the user has notified and confirmed this in writing or otherwise to the contractor.
4. From the point as stated in paragraph 3, the items delivered shall be considered to be in the contractor's possession with the latter bearing the expense and risk of this.
5. If delivery does not take place in accordance with that stated in paragraph 3 of this article, the items shall be delivered/provided at the agreed place or places in a manner stated in the quotation or order confirmation or subsequently agreed between the parties in writing. During transport, the user shall insure the items to be delivered.
6. If delivery takes place in accordance with that stated in paragraph 5, the contractor shall bear the costs of delivery or provision – transport costs included but not exclusively and that stated in the previous paragraphs of this article shall apply by analogy. If the user is unexpectedly required to carry out several transport operations for whatever reason, the contractor shall also bear these costs unless such transport is due to the user.
7. If the transport is not carried out by the user's normal carrier, the contractor may be asked to help with the loading and offloading of the goods to be delivered.
8. Goods delivered shall be delivered undamaged unless the contractor reports damage to the goods delivered in writing within 72 hours (see article 3, paragraph 4).
9. The user shall be entitled to supply in parts (part deliveries) and to invoice the contractor separately for this without the user entering into default.

Article 8 (requiring guarantees and suspension)

1. If the user has reasonable doubt as to the contractor's payment capacity or solvability, the user may suspend delivery or provision as provided for in article 7 until the contractor has provided the user with sufficient guarantee for the fulfilment of his (payment) obligations.
2. The user shall assess whether the guarantees offered by the contractor as provided for in paragraph 1 are sufficient. The contractor shall be responsible for the damage to be incurred by the user due to this belated delivery or provision.

Article 9 (storage, transport, suspension and right of retention)

1. If due to circumstances not attributed to the user, the goods to be delivered cannot be delivered or delivered on time in accordance with article 7, paragraph 5, the user shall be entitled to store these items (or have them stored) at the contractor's expense and risk whether or not with third parties.
2. If the principal is in arrears with the payment of any instalment, the user shall be entitled to store the goods at the contractor's expense and risk and to suspend the first delivery until all instalments due are paid.
3. The storage costs shall be a minimum of EUR 2.50 per square metre per day. The user shall subsequently inform the contractor of this storage as soon as possible in writing or otherwise. Stored items as provided for in the first sentence shall be considered delivered or provided to the contractor and shall be at contractor's risk from the moment of storage. The storage costs shall be paid before the date on which the products are to be supplied once more.
4. If the user proceeds to applying that stated in paragraph 1, both the invoice for the storage costs and the invoice for the items delivered or supplied shall be payable directly and in full. For each day that passes following notification as provided for paragraph 1 of this article during which the contractor refuses to accept the items that are ready, the contractor shall be liable to a penalty of EUR 100.00 per day up to a maximum of EUR 10,000.00 as well as the storage costs under paragraph 3 of this article. The user shall be entitled to demand fulfilment of all payment and purchase obligations as well as the already payable penalty and costs without prejudice to the user's right to additional compensation.
5. The user shall be entitled to suspend its obligations to issue the items stored until the contractor has paid in full, the outstanding invoices and penalties due as provided for in paragraphs 3 and 4 of this article and all payable demands by the user under earlier or later agreements or on other grounds, expressly including all demands from the user due to the contractor failing to fulfil his obligations or fulfil these properly.
6. If items are offered to the user for repair or maintenance, the user shall be entitled to suspend the obligation to issue these items until the

invoices payable with respect to this work have been paid in full and until the contractor has fulfilled all obligations under earlier or later agreements or on other grounds and expressly including all demands from the user including the contractor's failure to perform or perform properly.

7. If the user has items of the contractor in his possession on other grounds, it shall also be entitled to suspend the obligation to issue these items until the contractor has fulfilled all payable demands that the user has against the contractor whether or not by virtue of that stated in this article.
8. If the contractor otherwise falls short in fulfilling his obligations towards the user for whatever reason, the user shall also be entitled to suspend supply (delivery) of the items or to exercise its right of retention in accordance with that provided for in the previous paragraphs of this article. The user shall also be entitled to terminate the agreement or dissolve it (in part).

Article 10 (no fault shortcoming)

1. The delivery period stated in article 7 or the agreed period regarding deliveries of items and for the carrying out of other services by the user shall be extended by the period during which the user is prevented by force majeure from fulfilling its obligations.
2. A state of force majeure shall exist on the part of the user if the user following conclusion of the agreement as provided for in article 4 is prevented from fulfilling one or more obligations under the agreement concluded or preparations for this as a result of (at home and abroad): war, the prospect of war, civil war, revolt, molestation, fire, water damage, flood, strikes, sit-ins, vandalism, lock-outs, hindrances to imports and exports, government measures, defects to machinery, malfunction in the supply of energy, transport delay, unworkable circumstances, everything both within the user's business and with third parties from which the user must draw all or some of the necessary materials including raw materials and in case of storage or during transport, whether or not it carries this out itself and all other causes occurring outside the user's fault or sphere of risk and facts and circumstances whereby it cannot in all honesty be demanded of the user that it fulfil its obligations.
3. If the supply of items and other services is delayed due to force majeure by more than three months, both the user and the contractor shall be entitled to consider the agreement as terminated by way of written notice of termination to the other party. The agreement shall be terminated at the point at which the other party receives the written notice of termination. The user shall in this case, without prejudice to that stated in the following paragraphs, only be entitled to reimbursement of the costs it incurs up to the point at which the other party receives the notification of termination.
4. If due to force majeure, the remaining items that the user has already ordered or services to be provided by the user are delayed by more than two months, the contractor shall nevertheless be obliged to pay to the user the agreed remuneration/the invoices relating to this for the items or services that the user has already provided or carried out as well as for that part of the work or items that can no longer be completed due to the force majeure or than can be completed before delivery up to the point at which the force majeure has occurred.

Article 11 (warranty)

1. A warranty period of three months shall apply following the first delivery of the work.
2. Furniture supplied shall be subject to a one-year warranty provided it has been user under normal circumstances.
3. Defects that may be detected after a longer period due to their nature shall be subject to a one-year warranty following the first delivery.
4. If partial delivery of the work takes place, the warranty periods shall start to run on delivery of these parts.
5. Warranties shall only apply subject to the condition that the items are maintained by the contractor in accordance with the user's instructions, which the user has issued to the contractor. The costs for assembling defective parts shall not be covered by the warranty.
6. The user's warranty obligations flowing from the above conditions shall include the once more carrying out of assembly work to the best of its ability and/or rectifying the assembly defect or replacing the item supplied at its discretion or (partial) crediting of the invoice.
7. The contractor shall only be entitled to make a claim under these warranty conditions if it has fulfilled all obligations towards the user flowing from contractual relations between the parties.
8. No warranty shall apply for the constructions or materials stipulated by the contractor or materials or part of the work delivered by the contractor or in his order for third parties unless carried out with the user's express approval.
9. The user shall not then carry out repairs or changes in connection with paragraph 8 at the contractor's expense unless the user had given its approval in accordance with that stated in paragraph 5.
10. If an area in which the work is carried out is taken into use before the first delivery, this shall take place entirely at the contractor's risk.
11. No warranty shall apply with respect to glass, fading of wood and for subordinated colour deviations of wood and other materials.
12. Warranties shall only apply in case of use for which the work is intended according to the order; the warranty shall only cover normal use unless agreed otherwise regarding intended use.
13. The warranty shall only apply under normal circumstances. This shall include for example: ensuring sufficient humidity in the atmosphere, not exposing this to high levels of humidity, dryness, cold, heat, etc.

Article 12 (liability)

1. Outside its liability based on the warranty provided in accordance with that stated in article 11, the user shall only be responsible for damage incurred by the contractor or third parties as the direct and exclusive consequence of intent by the user or its executive subordinate(s) or the third party (parties) that it hires with regard to that stated below.
2. Compensation shall only be considered with respect to that damage for which the user is covered and only as far as the insurer makes payment. If the user's insurer does not make payment, the user's liability shall be limited to the net invoice amount stated in the order confirmation from the user to the contractor with a maximum of EUR 25,000.00 including VAT. The following limitations and situations shall apply in which there in any case shall be no intent as provided for in paragraph 1:

- a) The user shall never be responsible for damage or defects to or caused by items it supplies (delivers) flowing from: use (whether or not incompetent) or possible unsuitability of these items themselves and for the use of specific items, materials, parts or constructions, which, whether or not in deviation from current regulations are expressly prescribed by or on behalf of the contractor or have been provided by the latter to the user or third parties hired by the latter.
 - b) The user shall never be responsible for damage to the contractor or third parties flowing directly or indirectly from the fact that the verbal or written advice by or on behalf of the user not being followed, followed on time or followed properly by the contractor, his representative or third parties.
 - c) In case of verbal information issued by or on behalf of the user, the latter shall never be responsible for damage arising from misunderstandings or incorrectly received information.
 - d) So-called loss of profits or consequential damage (interruption of operations, other expenditure, loss of revenue, etc.) however these occur shall not be considered for reimbursement. The contractor shall if desired take out insurance against this.
 - e) The damage to be compensated by the user shall be moderated if the price or compensation to be paid by the contractor is low in relation to the relationship to the damage incurred by the contractor.
3. The contractor shall be obliged to indemnify the user and any third party (parties) it has hired from any third party claims due to the compensation for damage following the use or application of the items or service(s) supplied.
 4. If the contractor fails to comply, comply on time or comply properly with one or more obligations under the agreement concluded with the user or these General Conditions – the contractor, without further proof of default– shall be in default and fully responsible for all damage incurred by the user and the third party (parties) it has hired without prejudice to the user's other rights and entitlements based on the law or these General Conditions.

Article 13 (claims)

1. Claims shall include: a claim from the contractor based on the fact that the items delivered or services provided by the user do not comply with the agreement concluded including visible and not directly visible defects to the items supplied.
2. The contractor shall be obliged in case of delivery or supply to immediately inspect all delivered or supplied items including their packaging on delivery or supply for external shortcomings, damage and other visible defects as soon as possible afterwards and within 48 hours of delivery or supply for defects that are not directly visible.
3. If the user (has to) install(s) or assemble items delivered or supplied as per paragraph 2 before being able to use the items, the contractor shall be obliged to carry out the inspection for external/visible defects as provided for in paragraph 2: Checking these items for non-direct visible defects immediately following installation or assembly has been carried out and as quickly as possible thereafter.
4. The contractor shall be obliged to notify the user in writing of any claims clearly stating any defects following inspections as provided for in paragraphs 2 and 3 of this article with respect to visible defects within 72 hours of delivery, supply or completion of the installation or assembly. The user shall not be required to handle claims as provided for in the first sentence that are submitted after expiry of the period of 72 hours.
5. Regarding not (directly) visible defects to items delivered or supplied, the contractor shall submit claims to the user in writing within 72 hours after the contractor has noticed these defects or might reasonably have been expected to have noticed these.
6. Not (directly) visible defects as provided for in the previous paragraphs shall include: defects as a result of construction, specification or design faults and these faults lead to the contractor no longer being able to use items delivered for the purpose for which they were acquired and that were not visible within the periods provided for in paragraphs 2 to 5 inclusive.
7. Claims submitted to the user on time (and in the correct manner) shall not entitle the contractor to suspend or offset payment of the purchase price/remuneration nor to suspend the agreement concluded in whole or in part.
8. If the user and the contractor are of different opinions as to whether or not a claim that the contractor submits to the user in time and in the correct manner is justified, this shall initially be submitted to an expert appointed by the user. The costs of hiring the expert shall be borne by the party against whom the expert has (largely/mainly) decided.
9. If the user or the expert provided for in paragraph 8 declares the claim justified, the user shall only be obliged to supply replacement items or similar (new) services or to credit the invoice on refund of the purchase price as assessed by the user. Returns shall not be permitted without the user's prior permission or shall in no way automatically oblige the user to carry out replacement, repair or crediting.
10. Any legal demands and defences based on claims submitted shall be submitted within one year of the submission of the claim or the expert giving his definitive/final assessment as provided for in paragraph 8 failing which this right shall lapse.
Article 12 shall then apply by analogy.

Article 14 (payment)

1. Payment shall take place as follows: 50% shall be charged on concluding the order; 45% shall be charged four weeks before supply; 5% shall be charged on initial delivery.
2. On the third payment, the contractor may retain 5% of the contract sum as security in connection with minor elements of the work that may not yet have been delivered. This retained amount shall be payable as soon as the user has fulfilled the respective guarantee obligation.
3. If it however turns out that the prepared items are to be stored, the payments (if desired reduced by 5% of the contract sum for the warranty), shall become payable at the point when the items become ready for delivery however, subject to deduction of the assembly costs to be stipulated at a later point. The assembly costs shall in this case be payable at the point of the first delivery of the work.
4. In all other cases in which payment does not take place based on article 1 of this provision, payment shall take place no later than 14 days of the invoice date into a bank or giro account indicated by the user at the user's choice.
5. Work carried outside the scope of the originally agreed tasks (additional work) shall at all times be charged for the full amount on a separate

invoice.

6. The contractor shall not be entitled, with respect to the payments, to reduce or offset any amount based on a counterclaim that he has submitted.
7. The payment by the contractor shall not be deemed made until the point that the full amount due has been credited to the bank or giro account indicated by the user or if cash payment has been agreed, at the point at which the full amount (including the costs charged by the user) has been paid to the user. The contractor shall be in default without this requiring proof of default from the first day that the agreed or current payment term has been exceeded.
8. If payment is to take place in cash on delivery or supply, the contractor shall be in default without this requiring proof of default from the first day following the day on which the delivery or supply has taken place. If the user has stored the items in accordance with that stated in article 9, paragraph 3, the contractor shall be in default without this requiring any proof of default from the day on which the user has dispatched the written notification regarding the storage.
9. From the first day that the contractor is in default based on the previous paragraphs in this article, the latter shall be liable for the then current statutory commercial interest as per article 6:119a BW on the amount owed with respect to the items delivered, supplied or stored for each month or part thereof by which the maturity date has been exceeded.
10. Delays as a result of failure to fulfil the payment obligation on time or in full cannot be attributed to the user.
11. If the contractor fails to comply with his payment or purchase obligations on time or in full and enters into default based on this, the user shall be entitled to dissolve or terminate the agreement concluded without judicial intervention. The contractor shall in this case be responsible for the damage incurred by the user including loss of revenue and transport costs as well as other costs relating to the agreement between the parties and the costs of hiring third parties.
12. If the user, due to the contractor entering into default adopts out-of-court measures expressly including summonses, further demands or collection measures by or on behalf of the user itself, the contractor shall bear the costs of these. The out-of-court costs shall be at least 15% of the invoice amount with a minimum of EUR 250.00. If the user incurs legal collection costs, including seizure fees, the actual collection costs incurred by the user shall be borne in full by the contractor.
13. The user shall be entitled at all times to demand security for payment both before and after concluding the agreement from the contractor or to demand advance payment. Article 8 shall apply by analogy.

Article 15 (reservation of ownership)

1. All items delivered or supplied or to be delivered or supplied shall remain the user's property until the contractor has paid the agreed price and also fulfilled in full the other obligations under this article flowing from earlier or later agreements concluded with the user.
2. If the contractor is also in default in accordance with article 14 or the contractor is in default in actually accepting the items as provided for in article 7, the items shall remain under ownership until the interest has also been paid in full in accordance with article 14, paragraph 9 or the penalty or the storage costs have been paid in full in accordance with article 9, paragraph 4 or the out-of-court costs have been paid in full in accordance with article 14, paragraph 12.
3. In case the user in the context of the agreement concluded has also carried out work to be remunerated, the items delivered/supplied shall remain the user's property until the contractor has (also) fulfilled all related and due demands including the demands due to failure to perform or perform properly.
4. As long as the ownership in accordance with the previous paragraphs has not passed to the contractor, the latter shall not be entitled to alienate the items delivered/supplied to it in whole or in part, to pledge these to third parties or to otherwise encumber these with third party rights.
5. From the moment that the contractor in accordance with article 14 is in default or if the user has good grounds to believe that he shall enter into default, the user shall be entitled demand the return and to collect the items delivered/supplied to the contractor without prior proof of default. The contractor shall be obliged to return these items to it on first demand from the user without delay and to provide the necessary/required assistance, expressly including the procurement of free access to/in places of buildings in widest sense of the word. The contractor shall bear all the costs in connection with this return. Following withdrawal, the contractor shall be credited for the market value, which may under no circumstances be higher than the price originally agreed less the costs in connection with the withdrawal as well as the damage incurred by the user.
6. If the contractor forms a new item from or including the items provided for in this article and thus acquires the full ownership rights or if a community of ownership arises with respect to the new item and the contractor becomes a co-owner in this, the contractor shall be obliged, on first request from the user to issue it with an unpropertied (tacit) right of lien to this item with consideration for the statutory establishment requirements for this as provided for in article 6:237, paragraph 1, BW for additional security for all demands from the user against the contractor that do not come under the reservation of ownership based on this article. The contractor shall bear the costs for concluding the right of lien stated in the first sentence unless expressly agreed otherwise in writing.
7. That stated in paragraph 6 of this article shall apply by analogy to the items delivered/supplied of which ownership has passed to the contractor with consideration for that stated in the previous paragraphs of this article.
8. The contractor shall, as long as ownership of the items delivered/supplied has not yet passed to him but he has already acquired actual rights to them, be obliged during this period, to ensure that these items remain in the same state and quality as they were at the point of delivery or supply and to ensure that these items are and shall remain individualized for the benefit of the user's property rights.
9. The obligation provided for in paragraph 8 shall apply by analogy in the situation as stated in article 9, failing which the contractor shall be obliged to compensate for damage incurred by the user.
10. The contractor shall be obliged to insure the items delivered/supplied as provided for in article 8 in full against fire, explosion and water damage and against theft and vandalism and to submit the policies for this to the user on first demand failing which the contractor shall be

- obliged to compensate the user for all damage flowing from this.
11. The contractor shall be obliged, on first demand from the user, to pledge to it all claims or demands under the insurance policies provided for in paragraph 10 against the insurer in accordance with the statutory establishment requirements as provided for under article 6:239, paragraph 1, BW for additional security of all demands from the user against the contractor that do not come under the reservation of ownership based on this article. The contractor shall bear the costs for concluding the right of lien stated in the first sentence unless expressly agreed otherwise in writing.
 12. That stated in paragraph 11 of this article shall apply by analogy to demands by the contractor against one or more of his customers or other third parties.

Article 16 (user's property)

1. All items, including materials and parts that the user or (a) third party (parties) hired by the latter provides to the contractor for carrying out the agreement (such as images, drawings, statements, diagrams, measurements, advertisement or promotion material and suchlike) shall at all times remain the property of the user or the third party (parties). The user shall reserve the right at all times to withdraw these items whereby the contractor shall be obliged to return these items to the user at his own expense.
2. The contractor shall store the items provided for in paragraph 1 and label or certify these as the property of the user or third party (parties)
3. The contractor shall not be permitted to attach (or have attached) any security or other (whether or not limited) rights on the items provided for in paragraph 1 for the benefit of third parties.
4. The contractor shall not be permitted have the items provided for in paragraph 1 used by or for third parties in connection with any other aim than the agreement concluded between the user and the contractor. The items provided for in paragraph 1 shall only be used in accordance with the conditions or guidelines issued by the user for this purpose.
5. The contractor shall be obliged to notify the user without delay as to any actions or any claimed rights from third parties to the items provided for paragraph 1. The contractor shall indemnify the user against any third party claims as provided for in the first sentence and shall be responsible for any damage incurred or that may be incurred by the user due to this.

Article 17 (dissolution)

1. If the contractor fails to fulfil, fulfil on time or fulfil properly any obligations incumbent on him under these General Conditions or the agreement concluded with the user, the user shall be entitled to dissolve the agreement or a part thereof that is still to be carried out without proof of default and without judicial intervention whether or not in part and to withdraw any items it has supplied that have not yet been paid for. This shall not affect the user's right to claim compensation for any damage, loss of earnings and other damage resulting from or still to result from this shortcoming.
2. That stated in paragraph 1 shall apply by analogy in case of: suspension of payments, request for a moratorium or a declaration of bankruptcy or the declaration of the application of a debt restructuring programme or liquidation of the contractor's assets or his decease or if the contractor loses control of his assets due to seizure or otherwise. If these circumstances take place, the contractor shall be obliged to report this without delay to the user in writing.
3. In the cases stated in paragraphs 1 and 2 of this article, any demand by the user against the contractor shall be enforceable directly and in full.

Article 18 (intellectual property, copyrights and publicity)

1. Without prejudice to the other provisions of these General Conditions, the user shall reserve the rights and entitlements due to it based on the Copyright Act or any other legal provisions of (international) intellectual property rights, in particular those rights with respect to the sketches, lithographs, photographs, drawings and models, (installation) plans and suchlike designed or completed by the user.
2. All documents such as reports, recommendations, agreements, designs, sketches, drawings, software, etc., issued by the user shall be exclusively designated for the contractor's use and the contractor shall refrain, without the user's prior approval, from their reproduction, publicizing or communication to third-parties unless otherwise determined by the nature of the documents issued.
3. In the event of orders from the contractor or (re)producing goods or information or details provided by the latter possibly subject to third party intellectual property rights, the contractor shall indemnify the user for any third party claims flowing from these.
4. The user is/shall remain entitled to apply the name, brand, advertising message or other wording from the contractor to the items it supplies/produces or to services it provides in catalogues, advertising material, publications, advertisements or to use these during trade fairs and exhibitions without prior approval from the contractor or third parties and without the user being liable for any compensation to the contractor or any third party.

Article 19 (jurisdiction, applicable law and competent court)

1. Only the Dutch courts shall have jurisdiction.
2. Agreements entered into between the user and the contractor shall be governed exclusively by Dutch law. Disputes flowing from the agreements concluded shall also be adjudicated under Dutch law. The Vienna Convention on the International Sale of Goods shall not apply to any legal transactions in the widest sense of the word between the user and the contractor.
3. The Dutch court, cantonal court included, within the District of Almelo shall be exclusively competent to take cognizance of all disputes between the user and the contractor unless expressly stipulated otherwise under imperative law or international conventions.