

General Terms and Conditions of the private limited liability company **DEXTER DESIGN B.V.**, having its registered office and principal place of business at Schiemond 20 in Rotterdam (3024 EE), filed at the Office of the District Court in Rotterdam on 23 December 2005 under number 115/2005.

Article 1. Terminology and applicability

a. In these General Terms and Conditions, "user" is understood to mean the private limited liability company Dexter Design B.V., having its registered office and principal place of business in Rotterdam, while the term "other party" is understood to mean the person who has accepted the applicability of these General Terms and Conditions in any way.
b. These General Terms and Conditions are applicable to all offers made by the user to the other party and to all agreements concluded between user and other party with regard to the execution of work and the delivery of goods and/or services, however these are named and under whatever title.
c. Deviations from these conditions shall apply only insofar as these have been expressly accepted in writing by the user.
d. These General Terms and Conditions shall always take precedence above any terms and conditions that the other party may operate. Even when the terms and conditions of the other party include a provision with a meaning identical to that of the previous sentence, the user's General Terms and Conditions shall still always prevail over those of the other party.
e. By accepting a quotation, placing orders and/or issuing an assignment, the other party relinquishes its general - or other - terms and conditions, and acknowledges acceptance of these General Terms and Conditions of the user.

Article 2. Offers

a. The offers made by the user - in whatever form - be they price lists, stock lists etc. are free of obligation, unless these incorporate a period for acceptance.
b. If the other party accepts an obligation-free offer made by the user, the user has the right to revoke the offer within five working days of receiving acceptance, whereby no agreement between the parties has been created.
c. The offers made by the user are based on execution of the agreement under normal circumstances and during the normal working hours of the user.
d. The offers made by the user are based on the information supplied by the other party.

Article 3. Acceptance

a. Agreements between the user and the other party are created when an irrevocable offer is accepted by the other party before it has expired, when an obligation-free offer accepted by the other party is not revoked by the user, or when the user has expressly accepted an offer from the other party.
b. The express acceptance of an offer by the user becomes manifest through written confirmation from the user or when the user begins execution of the agreement.
c. Only the Executive of the user and those persons who, according to the registration in the trade register of the Chamber of Commerce, possess power of attorney on behalf of the user, are authorised to enter into binding agreements on the part of the user.

Article 4. Prices

a. Unless otherwise agreed in writing, all prices are quoted:
1. exclusive of any taxes to which the agreement is subject, including VAT;
2. delivery ex works of the user;
3. exclusive of the packaging material.
b. The user is entitled to raise the agreed prices after the conclusion of the agreement if and insofar as a change arose in one or several circumstances, on which the cost price calculated by the user was based, even if this change was foreseeable.

Article 5. Delivery

a. The quoted delivery times shall never be viewed as absolute deadlines, unless expressly agreed otherwise. In the event of late delivery, the user should be given written notice of default and allowed a reasonable amount of time to discharge its obligations.
b. The delivery period commences after the agreement has been concluded, after the user has received all the necessary information from the other party, after fulfilment of the necessary formalities and after receipt of the agreed price or agreed advance payment.
c. The delivery period is based on the work circumstances applicable at the user at the time of concluding the agreement and on the normal delivery of necessary materials by third parties. If a delay occurs through no fault of the user, due to a change in the aforementioned work circumstances or late delivery of necessary materials by third parties, the delivery period shall be extended as required.
d. The agreed goods or services are deemed to have been delivered when these goods or services in accordance with the agreement are first tendered for delivery to the other party.
e. Should the other party fail to accept delivery of the goods after the agreed delivery period has elapsed, the user shall retain these goods at the disposal of the user and store them at the expense and risk of the other party.
f. If the delivery period is exceeded, this does not entitle the other party to dissolve the agreement, either fully or partially, except in the event of gross negligence on the part of the user.
g. Late delivery does not entitle the other party to carry out work or have work carried out at the expense of the user in execution of the agreement, without court authorisation.

Article 6. Force majeure

a. If the execution of the agreement is impeded due to force majeure, or made exceptionally inconvenient, the user is entitled to require that the agreement be amended according to the circumstances, or dissolved or that its execution be suspended for the duration of the impediment.
b. In the context of these General Terms and Conditions, force majeure is understood to mean every circumstance or event that cannot be attributed to the user, as a result of which the user is entirely or partially unable to fulfil an obligation, or whereby fulfilment cannot reasonably be expected.
c. The following events and circumstances shall in any event constitute force majeure: war, threat of war, riots, acts of terrorism, fire, water damage, natural disasters, flooding, industrial action, occupation of premises, lockouts, import and export impediments, statutory regulations, machinery breakdowns, power cuts, interruption of operations, force majeure of suppliers, and in the event that the user's suppliers are responsible for the user's inability to meet the obligations arising from the agreement.
d. The user cannot be held liable for damages suffered by the other party if, as a result of force majeure, the execution of the agreement is annulled, amended and/or suspended.
e. Suspension, amendment or annulment of the agreement on the grounds of force majeure does not release the other party from its obligation to pay for what has already been delivered and/or executed at the time when the situation of force majeure arose.

Article 7. Guarantees and liability

a. The user accepts no further liability for the execution of its obligations and gives no further guarantees beyond those promised by the user in writing upon entering into the agreement.
b. Except in the case of intentional acts, gross negligence and the above provision, the user is not liable to the other party and/or third parties for any direct or consequential damages resulting from the execution of the agreement or having a connection therewith.
c. The above limitation of liability applies in equal force to the personnel of the user and to third parties engaged by the user in executing the agreement.
d. Without prejudice to the provisions referred to in the above sub-articles, any liability on the part of the user, user's personnel and/or third parties engaged by user shall be limited to a maximum of the invoice amount for the agreement concerned, insofar as the other party has already paid this amount to the user.
e. If a third party makes a claim against the user, user's personnel and/or third parties engaged by user, with regard to the agreement concerned, the other party shall fully indemnify the user, user's personnel and/or third parties engaged by user and reimburse them for all costs they must pay to third parties.

Article 8. Complaints

a. The other party is responsible for checking the composition, quantity, dimensions, weight, packaging and/or other agreed properties of the delivery. Unless a complaint is made in this respect immediately after receipt, the details recorded on the consignments notes, delivery receipts and similar documents are acknowledged as correct.
b. All other complaints from the other party must be submitted in writing to the user as soon as possible, yet no later than ten working days after receiving the goods. Failure to do so means that the other party is deemed to have accepted the delivery.
c. Complaints do not entitle the other party to suspend payment for parts of the claim which are not under dispute.

Article 9. Retention of ownership

a. Delivered goods remain the property of the user, as long as the other party has not fully discharged its obligations towards the user with regard to the goods user has delivered or must still deliver to the other party, associated work and any claims arising from deficiencies in the fulfilment of such agreements.
b. Nevertheless, from the moment of delivery it is the other party who bears the risk for loss or damage of the goods, regardless of the cause, and/or for damage caused by these goods.
c. Without the user's knowledge, the other party, except in the context of normal business operations, is not authorised to pledge goods to third parties or transfer ownership thereof prior to payment, and the user retains ownership of these goods insofar as they have not been used. If this condition is violated, the sales price is immediately payable in full.
d. Without prejudice to any other rights, the user is irrevocably empowered by the other party, in the event that other party fails to discharge or is late in discharging its payment obligations to the user, to repossess goods delivered to the other party or, if these are mounted on immovable or moveable property, to dismount and repossess these goods, without giving notice of default and without judicial intervention.
e. In the event of repossession of goods by the user, the user shall credit these repossessed goods on the basis of their value at the time of repossession, minus the costs incurred by the user.

Article 10. Drawings and designs

a. All designs, drawings, calculations, sketches, diagrams, models, samples etc., which the other party submits to the user for the purpose of executing the agreement, become the property of the user. The user is not permitted to make use of this information in the interests of third parties.
b. The user is not liable for any inaccuracies in the designs, calculations, drawings and other information

(carriers) which are submitted to the user by or on behalf of the other party in the context of the agreement.
c. The user is not obliged to examine the accuracy of the designs, calculations, drawings and other information (carriers) submitted by or on behalf of the other party. The user is entitled to assume that the details supplied are accurate.
d. The other party indemnifies the user against claims made by third parties arising from inaccuracies in the information supplied to the user by the other party.
e. The designs, drawings, samples, models and suchlike, which are made by or on instruction from the user, and the associated copyrights remain the property of the user, and may not be copied by the other party and/or shown to third parties. These designs, drawings, samples, models and suchlike should be returned to the user by the third party upon first request.

Article 11. Payment

a. The payment for goods delivered and/or work executed should be made within the agreed period, yet no later than fourteen days after the invoice date, without any setoff.
b. Only those payments made in the manner prescribed by the user are valid.
c. Payments made by the other party shall be used for the settlement of all interest debts, costs and consequences arising from the overdue invoices that have been outstanding longest, even if the other party has specified that these pertain to a later invoice.
d. In the event of late payment, the other party, without being given notice of default, shall be liable for payment of a compound interest charge of 1%% per month or part month over the agreed sum, for every month or part month that the payment period has been exceeded. If on 31 December of any year, any amount of interest has fallen due, this amount will be added to main sum and likewise become interestbearing.

Article 12. Security

a. The user is at all times entitled to require cash payment upon the delivery of goods and/or the execution of work.
b. Should the user make such a requirement, the other party is always obliged to pay in advance, partially or in full, the sales price or the price agreed for the execution of work, or to provide security that the user deems sufficient.
c. The user is entitled to impose a late payment surcharge on the other party over the agreed price up to a maximum of 3% of the invoice amount. The other party may deduct this surcharge from the invoice amount only if the rest of the invoice is paid within thirty days of the invoice date.
d. If the user receives clear indications before or during the execution of an agreement, which relate to reduced creditworthiness of the other party, then the user is entitled to suspend its obligations arising from the agreement and the (sales) price for that which has been delivered and/or executed becomes immediately payable, unless the other party provides security, in time and to the user's satisfaction, for the correct payment of the sales price.

Article 13. Late payment

a. Over and above the amount owed, increased by the interest due under these General Terms and Conditions, the user is entitled to charge the other party for all costs incurred as a result of other party's failure to pay or late payment, including judicial as well as extrajudicial collection costs.
b. The user is obliged to demand payment from the other party in writing. A payment period of ten days shall be applicable in this case.
c. If the other party remains in default of payment after this period has elapsed, the user is entitled to:
1. charge the other party for extrajudicial collection costs. The extrajudicial collection costs shall be calculated in accordance with the collection rates advised by the Netherlands Bar Association, with a minimum of € 250. The user is not required to demonstrate that it has incurred extrajudicial collection costs.
2. sue for the amount owed, without further payment demands.
d. If the user files a petition for the bankruptcy of the other party, this latter is also liable for the costs of the bankruptcy petition, in addition to the amount owed and associated judicial and/or extrajudicial costs.
e. In the event of late payment, the entire debt is immediately payable, including any part thereof which has not fallen due.

Article 14. Insufficient compliance by the other party

If the other party fails to discharge, is late in discharging or unsatisfactorily discharges the obligations arising from this agreement, as well as in the event of other party's bankruptcy or suspension of payments, or the closure or liquidation of its company, the other party is deemed to be in default by operation of law, and the user, without giving any further notice of default and without judicial intervention, is entitled to pursue its choice of the following courses of action:
- to fully or partially dissolve the agreement or declare its dissolution, without the user being liable for any compensation, guarantees or otherwise, and/or
- to suspend its obligations towards the other party.
All without prejudicing the user's right to compensation from the other party for damages, costs and interest.

Article 15. Disputes

a. All agreements between the user and the other party are governed by Dutch law.
b. All disputes between the parties shall be settled by the competent court in Rotterdam, unless the rules of mandatory law prescribe a different court.