

**GENERAL TERMS AND CONDITIONS PER NOVEMBER 1, 2015 FOR KOLEN KERAMIEK B.V. AND KOLEN NATUURSTEEN B.V., BOTH HOLDING OFFICE IN EINDHOVEN, THE NETHERLANDS, AND THEIR AFFILIATED COMPANIES**

**1. DEFINITIONS**

USER OF THESE GENERAL TERMS AND CONDITIONS, HEREINAFTER REFERRED TO AS: KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V.

**CLIENT:** EVERY LEGAL ENTITY, AS WELL AS THEIR REPRESENTATIVE(S), DELEGATE(S) AND ASSIGNEE(S), THAT WISHES TO PLACE OR PLACES AN ORDER WITH KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FOR THE DELIVERY AND/OR EXECUTION OF ACTIVITIES, SERVICES OR SIMILAR, THAT WISHES TO PURCHASE OR PURCHASES GOODS FROM KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., THAT WISHES TO RENT OR RENTS GOODS FROM KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. OR THAT WISHES TO CONCLUDE OR CONCLUDES ANY OTHER AGREEMENT OF WHICHEVER NATURE WITH KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V.

**AGREEMENT:** EVERY AGREEMENT CONCLUDED BETWEEN KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AND THE CLIENT, EVERY MODIFICATION OR ADDITION TO AN AGREEMENT, AS WELL AS ALL LEGAL ACTS IN PREPARATION OF AND FOR THE EXECUTION OF THAT AGREEMENT.

**ACTIVITIES:** ALL ACTIVITIES THAT HAVE BEEN COMMISSIONED OR THAT ARE EXECUTED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FOR WHICHEVER REASON AND IN THE BROADEST SENSE OF THE WORD AND, IN ANY CASE, INCLUDING THE ACTIVITIES AS DESCRIBED IN THE ORDER CONFIRMATION AND/OR ALL ACTIVITIES THAT MAY BE PERTINENT TO THE COMMISSIONED ORDER. THESE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO: THE COMMISSIONING AND EXECUTING OF TILING WORKS ON WALLS AND FLOORS, AS WELL AS MARBLE AND NATURAL STONE WORKS, IN THE BROADEST SENSE OF THE WORD, FOR COMPANIES, PRIVATE INDIVIDUALS AND INSTITUTIONS.

**DOCUMENTS:** ALL DOCUMENTS PROVIDED BY THE CLIENT TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AND/OR ALL GOODS MANUFACTURED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WITHIN THE FRAMEWORK OF THE ORDER, INCLUDING DRAWINGS, PERMITS AND DATA CARRIERS.

**ADDITIONAL WORK:** ADDITIONAL WORK INCLUDES ANY ACTIVITIES RESULTING FROM POSSIBLE DEFECTS UNFORESEEABLE AT THE CONCLUSION OF THE AGREEMENT, BUT WHICH ARE INEVITABLE TO CONSCIENTIOUSLY COMPLETE THE WORK.

**EXTRA WORK:** EXTRA WORK INCLUDES ANY ACTIVITIES TO BE EXECUTED AT THE REQUEST OF THE CLIENT ON TOP OF THE ACTIVITIES DESCRIBED IN THE AGREEMENT OR ORDER CONFIRMATION. EXTRA WORK WILL THUS BE CONSIDERED A SEPARATE ORDER AND THEREFORE REQUIRES A SIGNED ORDER FROM THE CLIENT, UNLESS THIS IS NOT POSSIBLE AS A RESULT OF PRACTICAL AND/OR URGENT REASONS. IN THAT CASE, AN ORDER CONFIRMATION FROM KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WILL SUFFICE.

**ORDERS:** ORDERS MAY BE GIVEN IN WRITING AS WELL AS ORALLY.

**IN CASE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. OUTSOURCES ANY ACTIVITIES:** ALL SUPPLIERS AND/OR SUBCONTRACTORS MUST ADHERE TO THE FOLLOWING HOUSE RULES:

**HOUSE RULES:**

IN CASE OF SUBCONTRACTING BY FREELANCERS WITHOUT PERSONNEL, THE SUBCONTRACTOR MUST BE IN POSSESSION OF A VALID DECLARATION OF INDEPENDENT CONTRACTOR (VAR DECLARATION). FAILING THIS DECLARATION, NO PAYMENTS CAN BE MADE TO THE SUBCONTRACTOR IN QUESTION.

IN CASE OF SUBCONTRACTING BY SUBCONTRACTORS WITH PERSONNEL, THE SUBCONTRACTOR MUST INFORM KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. OF THEIR "G ACCOUNT" (BLOCKED BANK ACCOUNT USED FOR INCOME TAXES) AND PAYMENTS WILL BE MADE BASED ON THE LEGAL STANDARDS APPLICABLE TO THE LAW CHAIN ACCOUNTABILITY (WET KETENAANSPRAKELIJKHEID). THIS DISPOSITION PLACES LIABILITY WITH ALL THE LINKS IN THE CHAIN AND AIMS TO PREVENT CONTRACTORS AND SUBCONTRACTORS FROM TAKING ADVANTAGE OF SALARIES TAX INSURANCES AND PREMIUMS FOR INDUSTRIAL INSURANCES AND EMPLOYEE INSURANCES. IN CASE OF EXTRA WORK, SUBCONTRACTORS AND FREELANCERS WITHOUT PERSONNEL ARE OBLIGATED TO CONSULT (IN WRITING) WITH KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. BEFORE EXECUTION OF THE EXTRA WORK.

## **2. GENERAL**

2.1 BY FILING THESE GENERAL TERMS AND CONDITIONS AT THE REGISTRY OF THE COURT, ALL PREVIOUS GENERAL TERMS AND CONDITIONS OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. HAVE BECOME VOID.

2.2 THESE GENERAL TERMS AND CONDITIONS APPLY TO ALL AGREEMENTS CONCLUDED BETWEEN KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AND THE CLIENT. THESE GENERAL TERMS AND CONDITIONS ALSO APPLY TO ALL AGREEMENTS WITH KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. INVOLVING THIRD PARTIES. ALL ORDERS ARE EXCLUSIVELY EXECUTED UNDER THESE GENERAL TERMS AND CONDITIONS, UNLESS EXPLICITLY AGREED UPON OTHERWISE AND CONFIRMED IN WRITING BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. STIPULATIONS REPRESENTING THE CORE OF THE ORDER WILL BE DRAWN UP BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. IN A SEPARATE ORDER CONFIRMATION.

2.3 THE CLIENT RECOGNIZES THE APPLICABILITY OF THESE GENERAL TERMS AND CONDITIONS BY THE SIMPLE FACT OF PLACING AN ORDER WITH KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., OF WHICHEVER NATURE, UNLESS THESE GENERAL TERMS AND CONDITIONS HAVE BEEN EXPLICITLY REJECTED BY THE CLIENT. A SINGLE REFERENCE BY THE CLIENT TO HIS OWN GENERAL TERMS AND CONDITIONS OR TO A STANDARD CLAUSE ON THE STATIONARY OR IN THE OWN GENERAL TERMS AND CONDITIONS REFERRING TO THE EXCLUSIVE APPLICABILITY OF THOSE OWN GENERAL TERMS AND CONDITIONS IS NOT SUFFICIENT.

2.4 IN CASE ONE OR MORE STIPULATIONS IN THESE GENERAL TERMS AND CONDITIONS ARE NULLIFIED, THE OTHER STIPULATIONS IN THESE GENERAL TERMS AND CONDITIONS WILL REMAIN FULLY APPLICABLE. KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AND THE CLIENT WILL ENTER IN CONSULTATION TO DETERMINE NEW STIPULATIONS TO REPLACE THE NULLIFIED STIPULATIONS BY STIPULATIONS THAT, IF NECESSARY AND POSSIBLE, MOST CLOSELY REPRESENT THE ORIGINAL STIPULATIONS.

2.5 AGREEMENTS MADE WITHOUT THE KNOWLEDGE OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. BY THE PERSONNEL AND/OR THIRD PARTIES EMPLOYED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. ARE NOT BINDING FOR KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., UNLESS CONFIRMED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. IN WRITING.

## **3. TENDERS AND OFFERS**

3.1 TENDERS AND/OR OFFERS ARE NOT BINDING FOR KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AND ARE ONLY CONSIDERED AS AN INCENTIVE FOR PLACING AN ORDER.

3.2 THE TENDERS AND/OR OFFERS PROVIDED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. ARE FREE OF ANY ENGAGEMENT AND ARE EXCLUSIVELY DONE IN WRITING, UNLESS KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RENOUNCES THE NEED FOR A WRITTEN OFFER FOR PRACTICAL, URGENT OR DIFFERENT REASONS. THE OFFER WILL BE DATED OR CAN BE DETERMINED BY DATE. TENDERS AND/OR OFFERS ARE VALID FOR 30 DAYS, UNLESS EXPLICITLY INDICATED OTHERWISE.

3.3 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CANNOT BE HELD TO HONOR THEIR TENDERS AND/OR OFFERS IF THE CLIENT, IN TERMS OF REASONABLENESS AND FAIRNESS AND IN TERMS OF VIEWS PREVAILING IN SOCIETY, SHOULD HAVE BEEN AWARE THAT THE TENDER AND/OR OFFER CONTAINED ANY OBVIOUS MISTAKES OR TRANSCRIPTION ERRORS.

3.4 THE PRICES MENTIONED IN THE TENDERS AND/OR OFFERS APPLY EXCLUSIVELY TO THE CORRESPONDING AMOUNTS AND/OR DESCRIPTIONS AND ACTIVITIES, EVERYTHING THAT WAS NOT INCLUDED IN THE OFFER WILL BE CONSIDERED AS ADDITIONAL WORK AND/OR EXTRA WORK AND WILL BE INVOICED TO THE CLIENT SEPARATELY.

3.5 IN CASE THE ORDER CONFIRMATION DIVERGES FROM THE TENDER AND/OR OFFER (ON MINOR POINTS), KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. IS NOT BOUND TO THE TENDER AND/OR OFFER. THE AGREEMENT WILL BE CONCLUDED BASED ON THE DIVERGENT ORDER CONFIRMATION, UNLESS KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. INDICATE OTHERWISE.

3.6 THE CONTENT OF OUR TENDERS AND/OR OFFERS DO NOT AUTOMATICALLY APPLY TO REPEAT ORDERS.

3.7 THE AGREEMENT IS CONCLUDED BY A TIMELY WRITTEN CONFIRMATION BY THE COUNTERPARTY OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. OR BY THE EXECUTION OF THE ACTIVITIES BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FOLLOWING AN ORAL AGREEMENT.

3.8 IN CASE AN ORDER IS PLACED BASED ON ESTIMATES AND/OR COST-PLUS HOURS, THE OFFERED PRICES ARE MERELY AN INDICATION. THE ACTUAL NUMBER OF HOURS WORKED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., AS WELL AS THE ACTUAL COSTS MADE BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WILL BE INVOICED.

3.9 IN CASE OF COMPOUND OFFERS, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CANNOT BE HELD TO EXECUTE PART OF THE AGREEMENT FOR A CORRESPONDING PART OF THE INDICATED COMPOUND PRICE.

3.10 ALL PRICES INDICATED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. ARE QUOTED EXCLUDING VAT, FOR BOTH ENTREPRENEURS AND PRIVATE INDIVIDUALS, UNLESS EXPLICITLY INDICATED OTHERWISE ON THE ORDER CONFIRMATION.

3.11 UNLESS MODELS, COPIES, DATA CARRIERS, ETC. WERE ONLY PROVIDED FOR PART OF THE WORK, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WILL NOT BE BOUND TO THE TOTAL AMOUNT INDICATED ON THE AGREEMENT AND/OR ORDER CONFIRMATION, IF THE PART OF THE WORK FOR WHICH NO DATA WAS PROVIDED REQUIRES MORE LABOR THAN THE PART FOR WHICH THE DATA WAS PROVIDED.

3.12 IN REGARD TO THE OFFERED GOODS AND SERVICES, IN ADDITION TO THE INFORMATION PROVIDED IN THE CATALOGS AND THE BROCHURES, AS WELL AS THE NORMAL AND/OR USUAL TOLERANCES, ALL COLORS OF THE GOODS ARE INDICATED WITH RESERVATION OF ANY NUANCES. SLIGHT DEVIATIONS OF THE IMAGES AND/OR DESCRIPTIONS IN THE CATALOGS, BROCHURES AND/OR SAMPLES AND SPECIMENS ARE THEREFORE RESERVED. SIMILAR DEVIATIONS ARE NEVER GROUNDS FOR THE CLIENT FOR NON-FULFILLMENT OF HIS OBLIGATIONS RELATED TO THE AGREEMENT.

3.13 THE MODELS, IMAGES, DRAWINGS AND MEASUREMENTS ADDED TO, SHOWN IN OR PROVIDED WITH THE OFFERS ARE MERELY A GENERAL REPRESENTATION OF THE ARTICLES PROVIDED. MODIFICATIONS TO THE CONSTRUCTION, CAUSING THE ACTUAL EXECUTION TO SLIGHTLY DEVIATE FROM PRESENTED MODELS, IMAGES OR MEASUREMENTS, WITHOUT ENTAILING ANY SUBSTANTIAL MODIFICATION TO THE TECHNICAL AND AESTHETIC IMPLEMENTATION OF THE PRODUCTS DO NOT OBLIGATE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. TO ANY FORM OF COMPENSATION, NOR DOES IT GIVE THE CLIENT THE RIGHT TO DECLINE THE DELIVERY OF THE GOODS OR TO DENY PAYMENT FOR THE DELIVERED GOODS.

3.14 IN CASE THE GOODS ORDERED BY A CLIENT CANNOT BE SUPPLIED FROM STOCK AND CAN ONLY BE SUPPLIED BY THE MANUFACTURER IN A SPECIFIC QUANTITY OR STANDARD MEASUREMENT, THE CLIENT WILL BE HELD TO PURCHASE THE ENTIRE QUANTITY AND/OR THE GOODS WITH THE STANDARD MEASUREMENT AND TO PAY THE ENTIRE PURCHASE PRICE FOR THAT QUANTITY AND/OR FOR THE GOODS DELIVERED AT THE PRICE PER UNIT OR PER STANDARD MEASUREMENT RESPECTIVELY.

3.15 IN CASE THE EXECUTION OF AN ORDER, FOR WHICH AN OFFER WAS REQUESTED, IS NOT CONTRACTED TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., THE CLIENT IS OBLIGATED TO RETURN THE OFFER, INCLUDING ALL CORRESPONDING PIECES, TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WITHIN EIGHT DAYS.

3.16 AS SOON AS THE CLIENT HAS BEEN INFORMED THAT THE GOODS ORDERED BY HIM ARE AVAILABLE TO HIM, THE GOODS MUST BE PURCHASED WITHIN TEN DAYS. IF THE CLIENT DEFAULTS ON THE PAYMENT, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO INVOICE THE STORAGE COSTS TO THE CLIENT OR TO CONSIDER THE AGREEMENT NULL AND VOID AS OF RIGHT, WITHOUT PREJUDICE TO THEIR RIGHT TO INDEMNIFICATION.

#### **4. ORDERS**

4.1 IN CASE AN ORDER OR AGREEMENT HAS BEEN CONFIRMED IN WRITING BY THE CLIENT, THE CLIENT IS BOUND TO THAT ORDER OR AGREEMENT. KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. ARE BOUND TO AN ORDER AFTER SENDING THE ORDER CONFIRMATION. IN CASE THE CLIENT HAS NOT VOICED ANY OBJECTIONS TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WITHIN EIGHT DAYS AFTER RECEIVING THE ORDER CONFIRMATION, THE ORDER CONFIRMATION IS CONSIDERED TO FULLY AND CORRECTLY REPRESENT THE AGREEMENT.

4.2 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. MUST BE INFORMED BY THE CLIENT OF ANY MODIFICATIONS DESIRED BY THE CLIENT AFTER GIVING THE ORDER CONCERNING THE EXECUTION THEREOF. IN CASE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. ARE INFORMED ABOUT THE MODIFICATIONS ORALLY OR VIA TELEPHONE, THE RISK CONCERNING THE EXECUTION OF THE MODIFICATION LIES WITH THE CLIENT, UNLESS THE MODIFICATIONS HAVE BEEN CONFIRMED IN WRITING BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V..

4.3 IN CASE THE CLIENT PARTIALLY OR FULLY CANCELS THE ORDER, HE IS BOUND TO COMPENSATE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FOR ANY REASONABLE COSTS MADE CONCERNING THE EXECUTION OF THE ORDER.

4.4 ANY MODIFICATIONS TO THE ORIGINAL ORDER, OF WHICHEVER NATURE, MADE BY THE CLIENT, ORALLY OR IN WRITING, WHICH LEAD TO HIGHER COSTS THAN FORESEEABLE AT THE TIME OF THE TENDER AND/OR ORDER CONFIRMATION, WILL BE INVOICED TO THE CLIENT.

4.5 MODIFICATIONS TO AND/OR CANCELLATIONS OF ANY ORDERS GIVEN ARE ONLY BINDING FOR KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AFTER WRITTEN ACCEPTATION THEREOF, WITH THE DATE ON THE POSTMARK BEING CONSIDERED AS THE DETERMINING FACTOR.

4.6 ORDERS FROM THE CLIENT IN WRITING MUST BE ACCOMPANIED BY A CLEAR DESCRIPTION OF THE ACTIVITIES TO BE EXECUTED.

4.7 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO EXECUTE AND INVOICE MORE ACTIVITIES TO THE CLIENT THAN MENTIONED IN THE WRITTEN ORDER AND/OR ORDER CONFIRMATION IF THOSE ACTIVITIES ARE DEEMED NECESSARY FOR THE CLIENT AND/OR OF THE CORRECT EXECUTION OF THE ORDER. THE CLIENT WILL BE INFORMED AS SOON AS POSSIBLE OF THE EXECUTION OF THOSE ADDITIONAL ACTIVITIES.

4.8 ALL ORDERS, EXCEPT THOSE AGREED UPON FOR AN UNDETERMINED PERIOD OF TIME, WILL END AFTER HAVING BEEN EXECUTED.

4.9 THE CLIENT MAY NOT CONCLUDE AN AGREEMENT OF ANY KIND WITH ANY THIRD PARTY EMPLOYED BY, INVOLVED WITH OR WORKING ON BEHALF OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DURING THE EXECUTION OF THE ACTIVITIES, NOR DURING A PERIOD OF SIX MONTHS AFTER COMPLETION OF THE ORDER, IN ANY WAY, UNDER PENALTY OF A FINE NOT SUSCEPTIBLE TO MITIGATION OF € 2.000,00 (IN WORDS: TWO THOUSAND EUROS) FOR EVERY INFRACTION AND FOR EVERY WEEK THE INFRACTION LASTS.

4.10 IN CASE ANY MODIFICATIONS ARE MADE DURING THE TERM OF THE ORDER TO E.G. WAGES AND/OR OTHER COSTS AS A RESULT OF MODIFICATIONS TO THE APPLICABLE COLLECTIVE LABOR AGREEMENT OR AS A RESULT OF GOVERNMENT LEGISLATION, DECREES AND/OR DECISIONS OR TO THE COSTS OF USED RESOURCES, MATERIALS AND THE LIKE, A PRICE MODIFICATION WILL TAKE PLACE, IN PRINCIPLE CORRESPONDING TO THE MAXIMUM PRICE MODIFICATION AS ALLOWED BY WRITTEN DISPOSITION. IN DEFAULT OF THE AFOREMENTIONED DISPOSITION, A PRICE MODIFICATION WILL TAKE PLACE IN CONFORMITY WITH THE CORRESPONDING REPORT OF THE COORDINATING TRADE BODY, IN CONSULTATION WITH THE CLIENT AND AFTER PRESENTATION OF THE INVOICES AND JUSTIFICATIONS BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V.

4.11 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. ARE OBLIGATED TO EXECUTE THE ACTIVITIES EXPEDITIOUSLY AND WITH DUE DILIGENCE (WITHIN THE REASONABLY EXPECTABLE STANDARDS), YET THEY DO NOT ACCEPT ANY RESPONSIBILITY FOR THE NON-REALIZATION OF THE INTENDED GOALS OF THE CLIENT.

4.12 IT IS POSSIBLE THAT KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. HAVE TO EXECUTE MORE ACTIVITIES THAN INDICATED IN THE WRITTEN ORDER, IF THOSE ACTIVITIES ARE DEEMED NECESSARY FOR THE CLIENT AND/OR FOR THE DECENT EXECUTION OF THE ORDER. THE CLIENT WILL BE INFORMED AS SOON AS POSSIBLE OF THESE ACTIVITIES AND OF ANY RESULTING COSTS.

4.13 THE CLIENT IS OBLIGATED TOWARDS THE EMPLOYEES OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AS WELL AS TOWARDS KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. TO THUSLY FURNISH THE ROOMS AND MAINTAIN THE MACHINERY AND TOOLS USED BY THE EMPLOYEES OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FOR THE EXECUTION OF THE ACTIVITIES, AS WELL AS TO MAKE ARRANGEMENTS FOR THE EXECUTION OF THE ACTIVITIES AND TO PROVIDE INDICATIONS, THAT THE EMPLOYEES OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. ARE PROTECTED AGAINST ANY PERSONAL PHYSICAL AND/OR PSYCHOLOGICAL DANGERS TO ANY REASONABLE EXTENT IN RELATION TO THE NATURE OF THE ACTIVITIES.

## 5. DELIVERY AND EXECUTION OF THE ORDER

5.1 IN CASE THE GOODS AND/OR MATERIALS ARE SUPPLIED BY THE CLIENT, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CANNOT BE HELD RESPONSIBLE FOR ANY MISSING GOODS IN THE SUPPLIED CRATES, BOXES OR PACKAGES, UNLESS IN CASE OF NEGLIGENCE OR INTENT OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DEMONSTRABLE BY THE CLIENT, AND THE COSTS FOR STORAGE OF THE GOODS OR MATERIALS AND THE CORRESPONDING ADMINISTRATION AND VERIFICATION MAY BE INVOICED AT THE STANDARD RATES.

5.2 IN CASE ANY DATA IS SUPPLIED BY THE CLIENT, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CANNOT BE HELD RESPONSIBLE FOR THE INCOMPLETENESS OF THE SUPPLIED DATA, UNLESS IN CASE OF NEGLIGENCE OR INTENT OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DEMONSTRABLE BY THE CLIENT.

5.3 EVERY PARTIAL DELIVERY, INCLUDING THE DELIVERY OF PARTS OF A COMPOUND ORDER, MAY BE INVOICED, IN WHICH CASE THE PARTIAL DELIVERY WILL BE CONSIDERED A SEPARATE TRANSACTION: IN SUCH A CASE, PAYMENT MUST TAKE PLACE IN ACCORDANCE WITH THE STIPULATIONS IN ARTICLE 10.

5.4 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CANNOT BE HELD RESPONSIBLE FOR ANY FORM OF DELAY, UNLESS DEMONSTRABLY RESULTING FROM THEIR NEGLIGENCE OR INTENT.

5.5 AN ORDER WILL BE EXECUTED WITHIN THE STANDARD PROVIDED TERM. IN CASE AN ORDER MUST BE SPED UP, OVERTIME AND/OR ANY OTHER INCURRED COSTS MAY BE INVOICED. THE TERM WILL ONLY BE CONSIDERED IRREVOCABLE AND BINDING IN CASE THE CLIENT HAS INFORMED KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. IN WRITING AT THE TIME OF THE COMMISSIONING OF THE ORDER ABOUT THE CONSEQUENCES OF A DELAY AND KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. HAVE CONFIRMED THOSE CONSEQUENCES IN WRITING.

5.6 ANY MATERIALS, GOODS AND/OR DATA TO BE PROCESSED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. MUST BE DELIVERED FREE OF CHARGE AT THE INDICATED ADDRESS IN A TIMELY MANNER. IN CASE OF PAID DELIVERY, ANY INCURRED SHIPPING COSTS WILL BE INVOICED TO THE CLIENT, WITHOUT PREJUDICE TO THE RIGHT OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. TO REFUSE ANY PAID SHIPMENT.

5.7 ANY GOODS TO BE SUPPLIED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WILL ALWAYS TRAVEL AT THE EXPENSE AND RISK OF THE CLIENT, UNLESS IN CASE THE TOTAL AMOUNT OF THE ORDER WARRANTS DELIVERY FREE OF CHARGE.

5.8 IN CASE OF DELIVERY FREE OF CHARGE, THE CHEAPEST METHOD OF TRANSPORTATION WILL BE CHOSEN, UNLESS OTHERWISE AGREED UPON BEFOREHAND. IN CASE OF A DIVERGENT METHOD OF TRANSPORTATION, ANY ADDITIONAL COSTS WILL BE AT THE EXPENSE OF THE CLIENT.

5.9 THE ACCEPTANCE OF THE GOODS BY THE CLIENT, WITHOUT ANY INDICATIONS ON THE SHIPPING DOCUMENTS OR THE RECEIPT, WILL CONSTITUTE PROOF THAT THE PACKAGING WAS DELIVERED IN GOOD CONDITION.

5.10 ANY AGREED TERM IS ONLY BINDING, IF AND INSOFAR THE MATERIALS AND/OR GOODS, ETC. TO BE PROCESSED, AS WELL AS ANY DRAWINGS AND DATA NECESSARY FOR THE EXECUTION OF THE ORDER, HAVE BEEN DELIVERED TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WITHIN THE DELAY AGREED UPON AND ANY ACTIVITIES TO BE EXECUTED BY THE CLIENT OR BY A THIRD PARTY ON BEHALF OF THE CLIENT HAVE BEEN EXECUTED IN A TIMELY MANNER.

5.11 ANY DELIVERY TERM IS MERELY AN INDICATION GIVEN BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AND IS NEVER BINDING. THE DELIVERY TERM WILL COMMENCE AS SOON AS THE ORDER CONFIRMATION HAS BEEN SENT AND ALL NECESSARY DATA, DRAWINGS AND MATERIALS, ETC., AS DEEMED NECESSARY BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., HAVE BEEN SUPPLIED.

5.12 IN CASE THE DELIVERY TERM IS EXCEEDED IN SUCH A WAY THAT THE CLIENT CANNOT BE REASONABLY EXPECTED TO CONTINUE THE AGREEMENT, THE CLIENT RESERVES THE RIGHT TO TERMINATE THE AGREEMENT, BUT ONLY BY INFORMING KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. IN WRITING, WITHOUT PREJUDICE TO THE RIGHT OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. TO INVOICE ANY ALREADY OCCURRED COSTS.

5.13 ANY GOODS RESULTING FROM A SIGNED ORDER THAT HAVE BEEN WRONGLY RETURNED TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WILL REMAIN AT THE DISPOSAL AND RISK OF THE CLIENT. ANY POSSIBLE SHIPPING, TRANSPORTATION AND/OR STORAGE COSTS WILL BE AT HIS EXPENSE.

5.14 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO OUTSOURCE THE ORDER OR PARTS THEREOF TO A THIRD PARTY NOT EMPLOYED BY THEM, WITHOUT CONSULTING WITH OR INFORMING THE CLIENT, IF, IN THE OPINION OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., THIS IS BENEFICIAL FOR THE GOOD OR EFFECTIVE EXECUTION OF THE ORDER.

5.15 IN CASE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AND THE CLIENT HAVE REACHED AN AGREEMENT REGARDING THE STARTING DATE AND IF IT TURNS OUT THAT THE ACTIVITIES CANNOT START ON THE STARTING DATE AGREED UPON, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO REASONABLY AND FAIRLY INVOICE ANY WAITING TIME AND/OR EXPENSES.

5.16 IN CASE OF DELIVERY OF MATERIALS BY THE CLIENT, HE IS OBLIGATED TO PLACE ANY REFUSE RESULTING FROM THE TREATMENT OR PROCESSING THEREOF AT THE DISPOSAL OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V.

5.17 THE ADDITION OF "APPROXIMATELY" OR "APPROX." GIVES KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. THE RIGHT TO DELIVER 10% MORE OR LESS.

5.18 IN CASE OF DELIVERY OF MATERIALS AND/OR INTERMEDIATE GOODS BY THE CLIENT, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO NOT ACCEPT ANY LIABILITY FOR POSSIBLE DEFECTS.

5.19 IN CASE, DURING THE EXECUTION OF AN ORDER ACCEPTED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., IT BECOMES EVIDENT THAT, AS A RESULT OF CIRCUMSTANCES UNKNOWN TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. OR AS A RESULT OF FORCE MAJEURE, THE ORDER CANNOT BE EXECUTED, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO MODIFY THE AGREEMENT IN SUCH A WAY THAT THE EXECUTION THEREOF BECOMES POSSIBLE. THE RESULTING ADDITIONAL OR LESS COSTS WILL BE SETTLED BETWEEN THE PARTIES INVOLVED, HOWEVER, THE CLIENT WILL REMAIN OBLIGATED TO PAY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FOR ANY ACTIVITIES ALREADY EXECUTED, BUT PROVEN USELESS.

5.20 IN CASE, AFTER APPROVAL, THE CLIENT IS IN POSSESSION OF MATERIALS OR TOOLS FROM KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., THE CLIENT WILL BE RESPONSIBLE FOR THOSE MATERIALS AND TOOLS. IN CASE OF LOSS OR DEFECTS, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO INVOICE THE RESULTING COSTS TO THE CLIENT.

5.21 THE CLIENT WILL MAKE ANY PROVISIONS NECESSARY FOR THE EXECUTION OF THE ORDER, SUCH AS ELECTRICITY, GAS AND WATER, AVAILABLE TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., AS WELL AS ANY OTHER TOOLS PRESENT.

5.22 WHEN A PROJECT EXECUTED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. HAS BEEN OCCUPIED LEGALLY AND/OR ECONOMICALLY BY THE CLIENT, THE PROJECT WILL BE CONSIDERED COMPLETED.

## **6. EXCEEDING THE TERM OF DELIVERY**

6.1 IN CASE THE PROGRESS OF THE EXECUTION OF THE WORK IS DELAYED BY THE CLIENT OR AS A RESULT OF FORCE MAJEURE ON THE SIDE OF THE CLIENT, THE CLIENT IS OBLIGATED TO PROPORTIONALLY PAY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FOR THE PART OF THE ORDER EXECUTED UNTIL THE TIME OF THE DELAY, AS WELL AS TO INDEMNIFY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FOR ANY COSTS INCURRED RELATED TO THE ORDER IN ITS ENTIRETY.

6.2 THE CLIENT MAY NEVER CONSIDER ANY TERM OF DELIVERY AGREED UPON WITH KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AS A BINDING DEADLINE, UNLESS OTHERWISE AGREED UPON IN WRITING.

6.3 OPERATIONAL TROUBLES AS A RESULT OF FORCE MAJEURE (FORCE MAJEURE INCLUDES, BUT IS NOT LIMITED TO: ILLNESS, INABILITY TO WORK, EXTREME WEATHER CONDITIONS (SUCH AS WIND AND FREEZE), WAR, MOBILIZATION, UNRESTS, FLOODS, BLOCKED SHIPPING AND OTHER TRAFFIC OBSTRUCTIONS, STAGNATION, LIMITATION OR DISCONTINUATION OF SUPPLIES BY PUBLIC UTILITIES, FIRE, BREAKDOWN OF MACHINERY AND OTHER ACCIDENTS, STRIKES, EXCLUSIONS, INTERVENTIONS BY TRADE UNIONS MAKING PRODUCTION IMPOSSIBLE, GOVERNMENT MEASURES, NON-SUPPLY OF NECESSARY MATERIALS AND INTERMEDIATE PRODUCTS TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. BY THIRD PARTIES AND OTHER UNFORESEEN CIRCUMSTANCES, INCLUDING IN THE COUNTRY OF ORIGIN OF THE MATERIALS AND/OR INTERMEDIATE PRODUCTS, IMPEDING THE NORMAL COURSE OF BUSINESS AND DELAYING THE EXECUTION OF THE ORDER OR MAKING IT, IN REASONABLENESS AND FAIRNESS, IMPOSSIBLE) RELEASE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. OF THE AGREED TERM OR OF THE OBLIGATION TO EXECUTE THE ORDER, WITHOUT ENTITLING THE CLIENT TO ANY FORM OF INDEMNIFICATION FOR COSTS, DAMAGES OR INTERESTS.

6.4 IN CASE OF FORCE MAJEURE, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WILL IMMEDIATELY INFORM THE CLIENT BY REGISTERED MAIL. IN CASE THE TERM OF DELIVERY IS EXCEEDED IN SUCH A MANNER THAT THE CLIENT CANNOT, IN REASONABLENESS AND FAIRNESS, BE EXPECTED TO CONTINUE THE AGREEMENT, THE CLIENT RESERVES THE RIGHT TO TERMINATE THE AGREEMENT, BUT ONLY BY INFORMING KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. IN WRITING. THIS IS WITHOUT PREJUDICE TO THE OBLIGATION TO INDEMNIFY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FOR THE PART OF THE ORDER ALREADY EXECUTED.

## **7. COMPLAINTS AND WARRANTIES**

7.1 COMPLAINTS ARE ONLY ADMISSIBLE IN WRITING AFTER THE EXECUTION OF THE ORDER.

7.2 DEFECTS TO PARTS OF THE DELIVERED GOODS DO NOT CONSTITUTE DISAPPROVAL OF THE ENTIRE ORDER.

7.3 THE CLIENT WILL DO EVERYTHING IN HIS POWER TO COOPERATE FULLY WITH THE INVESTIGATION OF A COMPLAINT, IN ORDER TO FIND A SOLUTION AGREEABLE FOR BOTH PARTIES.



7.4 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO NOT HAVE ANY ADDITIONAL RESPONSIBILITIES BASED ON THIS ARTICLE AND KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CAN NEVER BE HELD ACCOUNTABLE FOR ANY DIRECT OR INDIRECT DAMAGES OR OTHER CONSEQUENTIAL DAMAGES RESULTING FROM INCORRECT OR LATE EXECUTION OF THE ORDER.

7.5 A COMPLAINT CONCERNING A CERTAIN METHOD OR DELIVERY DOES NOT SUSPEND THE CLIENT'S OBLIGATION FOR PAYMENT OF THAT OR ANY OTHER ACTIVITIES/DELIVERIES.

7.6 DEFECTS TO SMALL PARTS OF THE DELIVERED GOODS DO NOT CONSTITUTE GROUNDS FOR DISAPPROVAL OF THE ENTIRE DELIVERY. A SMALL PART IS CONSIDERED UP TO 5% OF THE TOTAL AMOUNT.

7.7 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CAN NEVER BE HELD TO PROVIDE A FARTHER-REACHING WARRANTY ON DELIVERED GOODS THAN THAT OF THE MANUFACTURER OF THE GOODS DELIVERED TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CAN NEVER BE HELD TO PROVIDE WARRANTY ON REPAIRS. ALL OTHER WARRANTY STIPULATIONS WILL BE MENTIONED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. IN THE TENDER AND/OR IN THE ORDER CONFIRMATION.

7.8 IN CASE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CONSIDER A DEFECT TO THE SUPPLIED GOODS DEMONSTRATED, THEY RESERVE THE RIGHT TO CHOOSE BETWEEN A REPLACEMENT FREE OF CHARGE AND A DETERMINABLE DISCOUNT FOR THE CLIENT ON THE PRICE AGREED UPON. IN CASE OF THE FIRST OPTION, UPON THEIR REQUEST, THE CLIENT WILL RETURN THE DEFECTIVE GOODS TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FREE OF CHARGE.

7.9 AFTER WRITTEN NOTIFICATION BY THE CLIENT, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CAN NEVER BE HELD TO PROVIDE WARRANTY ON GOODS AND/OR ACTIVITIES IN CASE OF REPAIRS, THAT WERE SUPPLIED, PLACED AND/OR EXECUTED BY A THIRD PARTY, UNLESS OTHERWISE AGREED UPON.

7.10 NO COMPLAINTS IN REGARD TO VISIBLY PERCEPTIBLE DEFECTS OF THE GOODS DELIVERED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WILL BE ADMISSIBLE, OTHER THAN AT THE MOMENT OF DELIVERY.

7.11 IN CASE OF ONLY DELIVERY, THE CLIENT AND/OR THIRD PARTY ARE OBLIGATED TO INSPECT THE DELIVERED GOODS UPON DELIVERY AND TO SIGN THE RECEIPT. BY SIGNING THE RECEIPT, THE CLIENT CONFIRMS THAT THE DELIVERY HAS BEEN EXECUTED IN A CORRECT AND TIMELY MANNER.

7.12 RESIDUAL GOODS MAY NOT BE RETURNED, UNLESS OTHERWISE AGREED UPON.

7.13 IN CASE OF CALCULATION OF THE ORDER BY THE CLIENT, RETURN SHIPMENTS WILL NOT BE ACCEPTED.

7.14 THE WARRANTY IS NOT APPLICABLE IN CASE OF DEFECTS AND/OR DAMAGES CAUSED BY:

INDECENT MAINTENANCE;

IMPROPER USE;

INTENTIONAL NEGLIGENCE;

NON-COMPLIANCE WITH AND/OR NON-EXECUTION OF THE INSTRUCTIONS PROVIDED;

NORMAL WEAR TO THE DELIVERED GOODS AS A RESULT OF DAILY USE;

DISCOLORATION OF THE SUPPLIED GOODS AS A RESULT OF BEING EXPOSED TO LIGHT;

FIRE, LIGHTING, FLOODS, NATURAL DISASTERS AND EXPLOSIONS, DAMAGES CAUSED BY THIRD PARTIES, VANDALISM OR ANY OTHER EXTERNAL CAUSE;

ABNORMAL ENVIRONMENTAL POLLUTION, INCLUDING, BUT NOT LIMITED TO: AGGRESSIVE ATMOSPHERE, NOXIOUS GASSES, FUMES AND/OR CHEMICALS;

SALINE ATMOSPHERE OR ANY OTHER CONTACT WITH SALT WATER;

EXTREME TEMPERATURES, NOT CAUSED BY THE CLIMATE;

DEFECTS OF AN ARCHITECTURAL NATURE, INCLUDING THE FUNCTIONING OF THE CONSTRUCTION AND/OR LOSS OF SOIL COHESION.

7.15 BEFORE COMMENCING ANY FORM OF PROCEDURE, THE PARTIES INVOLVED WILL MAKE EVERY EFFORT TO COME TO A MUTUAL SETTLEMENT OF ANY CONFLICT AND/OR DISPUTE WITH REGARD TO ANY WARRANTY CLAIMS.

## **8. LIABILITY**

8.1 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. ARE IN NO WAY RESPONSIBLE FOR ANY DAMAGES, HOWEVER NAMED AND BY WHICHEVER CAUSE, EXCEPT IF CAUSED BY INTENT OR GROSS NEGLIGENCE, TO BE DEMONSTRATED BY THE CLIENT.

8.2 IN CASE THE CLIENT HAS MADE TWO OR MORE NATURAL AND/OR LEGAL ENTITIES RESPONSIBLE FOR THE DELIVERY AND/OR FOR THE EXECUTION, THOSE PEOPLE WILL BE HELD SEVERALLY LIABLE FOR THE FULFILLMENT OF THE OBLIGATIONS RESULTING FROM THE AGREEMENT.

8.3 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT COMMUNICATE WITH THE CLIENT AND THIRD PARTIES USING METHODS OF COMMUNICATION SUCH AS THE INTERNET, E-MAIL AND CELL PHONES. KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CANNOT BE HELD ACCOUNTABLE FOR INFRINGEMENTS BY THIRD PARTIES. KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CANNOT BE HELD ACCOUNTABLE FOR ANY POSSIBLE DAMAGES SUFFERED BY THE CLIENT RESULTING FROM COMMUNICATION INFRINGEMENTS BY THIRD PARTIES.

8.4 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO ALSO NOT ACCEPT LIABILITY FOR ANY ERRORS OR INCOMPLETENESS AS A RESULT OF INSUFFICIENT DATA SUPPLIED BY THE CLIENT, NOR FOR THE FAILURE TO PROCESS DATA THAT HAVE NOT BEEN EXPLICITLY COMMUNICATED OR PROVIDED TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V.

8.5 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CAN NEVER BE HELD ACCOUNTABLE FOR DAMAGES CAUSED BY CARELESSNESS OR IMPROPER USE OF THE SUPPLIED GOODS OR BY ANY APPLICATION OF THE SUPPLIED GOODS VIOLATING THE INSTRUCTIONS OR BY UNSUITABILITY OF THE SUPPLIED GOODS IN REGARD TO THE PURPOSE INTENDED BY THE CLIENT.

8.6 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO NOT ACCEPT ANY LIABILITY FOR CONTAMINATED SOIL, HIDDEN ASBESTOS AND/OR OTHER CHEMICALS, UNLESS WHEN, UPON ACCEPTING, EXECUTING OR OUTSOURCING A WORK, THE CLIENT HAS ORDERED KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. TO DO RESEARCH OR TO HAVE RESEARCH DONE.

8.7 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CAN NEVER BE HELD ACCOUNTABLE FOR CLOGGED SEWAGE PIPES AND/OR OTHER DRAINPIPES.

8.8 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. ARE OBLIGATED TO SAFEGUARD ANY GOODS AND/OR MATERIALS SUPPLIED BY THE CLIENT, AS WELL AS DRAWINGS, DESIGNS AND FOOTAGE TO BE SUPPLIED BY THE CLIENT, TO THE BEST OF THEIR ABILITY, BUT THEY DO NOT ACCEPT ANY LIABILITY.

8.9 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO NOT ACCEPT LIABILITY FOR ESTIMATES AND PROGNOSSES DRAWN UP BY THEM FOR THE REALIZATION OF THE ESTIMATED FUTURE DEVELOPMENTS, UNLESS THE COUNTERPARTY CAN PROVE THE OPPOSITE.

8.10 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. MUST BE ENABLED AT ALL TIMES TO SETTLE ANY CLAIMS AND COMPLAINTS IN A SUFFICIENT MANNER. IF A WORK HAS BEEN EXECUTED IN SUCH A MANNER THAT THE DEFECT CAN NO LONGER BE IDENTIFIED, THE COMPLAINT WILL NOT BE CONSIDERED ADMISSIBLE.

8.11 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. HAVE ALL THE NECESSARY PERMITS, AS REQUIRED BY THE GOVERNMENT, FOR THE EXECUTION OF THE INTENDED ACTIVITIES AT HOME AND ABROAD.

8.12 UPON COMPLETION OF THE ACTIVITIES, THE CLIENT OR AN EMPLOYEE ACTING ON BEHALF OF THE CLIENT MUST BE PRESENT TO INSPECT THE WORK AND TO SIGN THE DELIVERY NOTE OFFERED BY US FOR APPROVAL. THE DELIVERY NOTE WILL COUNT AS A DECLARATION THAT KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. HAVE EXECUTED THE ACTIVITIES TO THE FULL SATISFACTION OF THE CLIENT AND ACCORDING TO THE AGREEMENT AND/OR ORDER. IN CASE THE CLIENT AND/OR THE EMPLOYEE ARE ABSENT WITHOUT NOTICE DURING THE INSPECTION, THE RESPONSIBILITY WILL FALL TO THE CLIENT.

8.13 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO NOT ACCEPT ANY LIABILITY IN CASE OF EXPANSION, SHRINKAGE OR SEAMING AS A RESULT OF TOO DRY AIR OR EXCESSIVE HUMIDITY IN THE ROOMS WHERE THE ACTIVITIES WERE ACTIVATED IF THE CLIENT DOES NOT STRICTLY FOLLOW THE INSTRUCTIONS GIVEN BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V..

8.14 IN CASE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. LEND ANY MATERIALS OR TOOLS TO THIRD PARTIES, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO NOT ACCEPT ANY LIABILITY FOR DAMAGES CAUSED BY THE USER, TO WHOM THE MATERIALS AND/OR TOOLS HAVE BEEN LENT AND THE USER HAS BEEN EXPLICITLY INFORMED OF THAT FACT.

8.15 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO NOT ACCEPT ANY LIABILITY FOR IRREGULARITIES IN FLOORS OR WALLS AND/OR CRACKS CAUSED BY THE SETTLING OF THE FLOORS AND/OR WALLS, IF WITHIN THE USUAL ACCEPTABLE MARGINS.

8.16 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO NOT ACCEPT ANY LIABILITY IN CASE, AGAINST THE ADVICE OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., THE CLIENT DEMANDS THAT CERTAIN ACTIVITIES ARE PERFORMED, HOWEVER, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WILL DO EVERYTHING IN THEIR POWER TO MINIMIZE ANY POSSIBLE DAMAGES.

## **9. RESERVATION OF PROPERTY/COPYRIGHT**

9.1 NOTWITHSTANDING THE ACTUAL DELIVERY, THE PROPERTY OF THE GOODS TO BE SUPPLIED WILL BE TRANSFERRED TO THE CLIENT ONLY IF AND WHEN HE HAS FULFILLED ALL HIS OBLIGATIONS RESULTING FROM ALL AGREEMENTS CONCLUDED WITH KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V.:

A. THE CONSIDERATIONS FOR THE DELIVERED GOODS; THE CONSIDERATIONS RELATED TO THE ACTIVITIES EXECUTED BY OR TO BE EXECUTED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AS A RESULT OF THE AGREEMENT(S);

B. ANY CLAIMS RESULTING FROM NON-COMPLIANCE BY THE CLIENT WITH (ONE OF) THE AGREEMENT(S).

9.2 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT AT ALL TIME TO REMOVE THE GOODS SUPPLIED TO THE CLIENT OR ITS HOLDERS OR TO HAVE THEM REMOVED, IN CASE THE CLIENT DOES NOT FULFILL HIS OBLIGATIONS TOWARDS KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. THE CLIENT IS OBLIGATED TO COOPERATE UNDER PENALTY OF A FINE OF € 750.00 (IN WORDS: SEVEN HUNDRED AND FIFTY EUROS) FOR EVERY DAY HE REMAINS IN DEFAULT.

9.3 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO TAKE PHOTOGRAPHS OF THE WORKS, WHETHER OR NOT EXECUTED BY A THIRD PARTY, AND TO USE THOSE PHOTOGRAPHS FOR PROMOTIONAL ENDS.

9.4 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RETAIN THE COPYRIGHT TO ALL DESIGNS, SKETCHES AND CALCULATIONS DESIGNED AND/OR CREATED BY THEM, EVEN WHEN COMMISSIONED BY THE CLIENT.

9.5 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RETAIN THE COPYRIGHTS TO THE GOODS AS REFERRED TO IN PARAGRAPH 1 OF THIS ARTICLE AS MUCH AS POSSIBLE, AS WELL AS THE (CO-)OWNERSHIP AS A SECURITY FOR ALL THEIR OPEN CLAIMS AGAINST THE CLIENT, IF THE GOODS HAVE BEEN PROCESSED OR OTHERWISE REMOVED FROM THE PROPERTY OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. AS A RESULT OF THE ACTIONS OF THE CLIENT IN DEFAULT OF PAYMENT.

9.6 THE CLIENT MAY ONLY USE THE SUPPLIED DESIGNS, DOCUMENTS, DRAWINGS, SKETCHES AND CALCULATIONS FOR ITS OWN USE AND MAY NOT, IN WHICHEVER FASHION, OR AFTER RECEIVING PAYMENT, SUPPLY THEM TO ANY THIRD PARTY, OR ACT OR FAIL TO ACT IN SUCH A FASHION THAT ANY THIRD PARTY HAS ACCESS TO THEM.

9.7 ALL RIGHTS OF INDUSTRIAL OR INTELLECTUAL NATURE, INCLUDING, BUT NOT LIMITED TO COPYRIGHTS, RELATED TO THE DESIGNS, DRAWINGS, METHODS, ADVICE, ETC. COMING FROM AND/OR USED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. BECOME, BOTH DURING THE EXECUTION OF THE ORDER, AS WELL AS AFTERWARDS, THE INALIENABLE PROPERTY OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., ONE AND THE OTHER NOTWITHSTANDING THE PART IN THE REALIZATION OF THE DESIGNS, DRAWINGS, METHODS, ADVICE, ETC. OF THE CLIENT OR ANY EMPLOYED THIRD PARTY. THE EXERCISE OF THESE RIGHTS, INCLUDING PUBLICATION OR TRANSFER OF THE MENTIONED DATA, BOTH DURING THE EXECUTION OF THE WORK AS WELL AS AFTERWARDS, IS EXCLUSIVELY RESERVED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V.

9.8 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RETAIN THE PROPERTY RIGHTS AS MENTIONED IN ARTICLE 3:92 OF THE DUTCH CIVIL CODE TO ALL GOODS SUPPLIED BY THEM, IN REGARD TO ANY CLAIMS RELATING TO THE CONSIDERATION FOR THE GOODS DELIVERED BY OR TO BE DELIVERED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. TO THE CLIENT IN THE CONTEXT OF ANY AGREEMENT OR ANY ACTIVITY TO BE EXECUTED ON BEHALF OF THE CLIENT, AS WELL AS RELATING TO THE CLAIMS RESULTING FROM NON-FULFILLMENT BY THE CLIENT OF THE STIPULATIONS IN THE AGREEMENTS IN QUESTION. THE CLIENT MUST REFRAIN FROM EVERY ACTION THAT DIMINISHES THE AFOREMENTIONED PROPERTY RIGHTS, SUCH AS RIGHT OF LIEN, TRANSFER TO THIRD PARTIES, SALE OR MONTAGE.

9.9 IN CASE THE CLIENT SUPPLIES KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WITH DATA CARRIERS, ELECTRONIC FILES AND/OR SOFTWARE, ETC., HE MUST GUARANTEE THAT THE DATA CARRIERS, ELECTRONIC FILES AND/OR SOFTWARE, ETC. ARE FREE OF VIRUSES AND DEFECTS. IF THE AFOREMENTIONED IS NOT THE CASE, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO RECOVER THE RESULTING DAMAGES FROM THE CLIENT.

## 10. PAYMENTS

10.1 IN CASE THE EXECUTION OF AN ORDER EXTENDS OVER A PERIOD OF LONGER THAN ONE MONTH OR IF THE AMOUNT RELATED TO THE ORDER CAN BE QUALIFIED AS SUCH ACCORDING TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., THEY CAN DEMAND PAYMENT AND/OR ADVANCE PAYMENTS AND/OR PAYMENTS IN TERMS OF ANY AMOUNT RECOVERABLE FROM THE CLIENT AT ANY MOMENT.

10.2 ALL PAYMENTS MUST BE DONE WITHIN THIRTY (30) DAYS AFTER THE DATE ON THE INVOICE, NET, IN EUROS AND WITHOUT WITHHOLDING ANY AMOUNT, UNLESS OTHERWISE AGREED UPON.

10.3 IN CASE A CREDIT SCHEME LONGER THAN THIRTY (30) DAYS AFTER THE DATE ON THE INVOICE IS APPROVED OR IN CASE OF LATE PAYMENT, THE CLIENT WILL BE HELD TO PAY AN INTEREST OF 1% PER MONTH OR PER PART OF A MONTH ON THE INVOICED AMOUNT. IN CASE THE LEGALLY DUE INTEREST IS HIGHER OR LOWER THAN THE AFOREMENTIONED PERCENTAGE, THE LEGALLY DUE INTEREST WILL BE APPLIED.

10.4 ALL COSTS, BOTH JUDICIAL AS WELL AS EXTRAJUDICIAL, INCURRED BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FOR THE IMPLEMENTATION OF THEIR RIGHTS, WILL BE INVOICED TO THE CLIENT. THESE COSTS WILL AMOUNT TO AT LEAST 15% OF THE AMOUNT INVOLVED WITH A MINIMUM OF € 125.00 (IN WORDS: ONE HUNDRED AND TWENTY-FIVE EUROS).

10.5 IN CASE THE CLIENT SUBCONTRACTS THE ORDER TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., THE CLIENT WILL, AT THE FIRST REQUEST OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., CEDE ANY CLAIMS ON A THIRD PARTY RESULTING FROM THE TRANSACTION TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. THE CLIENT GRANTS KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V., NOW AND FOR HENCEFORTH, THE IRREVOCABLE AUTHORITY TO PROCEED TO COLLECT ANY OF THE CLAIMS IN QUESTION.

10.6 PAYMENTS IN TERMS: ESTABLISHING A PAYMENT PLAN WILL BE DONE BASED ON THE PROVIDED WORK REPORTS.

10.7 IN CASE TERM PAYMENTS BETWEEN THE PARTIES HAVE BEEN AGREED UPON, THESE PAYMENTS MUST BE FULFILLED EACH TIME AND NO LATER THAN THIRTY (30) DAYS AFTER THE DAY ON WHICH KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. HAS SENT THE INVOICE. IN CASE THE CLIENT DEFAULTS ON THE TERM PAYMENTS, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO SUSPEND THE ACTIVITIES UNTIL THAT TIME THE CLIENT HAS FULFILLED HIS PAYMENT OBLIGATIONS, ON CONDITION THAT THE CLIENT HAS BEEN DECLARED IN DEFAULT BY KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. IN WRITING AND SEVEN DAYS HAVE PASSED SINCE THE DAY OF DEFAULT. THE DISPOSITION IN THE PREVIOUS SENTENCE IS WITHOUT PREJUDICE TO THE RIGHT OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. TO INDEMNIFICATION FOR ANY COSTS AND DAMAGES, AS STIPULATED UNDER ARTICLE 10.3 AND 10.4 OF THESE GENERAL TERMS AND CONDITIONS.

10.8 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO BALANCE ANY MONETARY CLAIMS FROM THE PART OF THE CLIENT ON KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WITH CLAIMS FROM THE PART KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. ON THE CLIENT.

## **11. MODIFICATIONS TO THE WORK AND TO THE CIRCUMSTANCES**

11.1 MODIFICATIONS TO THE WORK WILL LEAD TO ADDITIONAL WORK OR LESS WORK IN ANY CASE IF:

- A. THEY CONCERN ANY MODIFICATIONS TO THE DESIGN OR THE PLAN OF THE WORK;
- B. THE INFORMATION PROVIDED BY THE CLIENT DOES NOT MATCH THE REALITY;
- C. THE ESTIMATED AMOUNTS ARE DEVIATED FROM BY MORE THAN 5%;
- D. THE NORMAL WORKING TIME IS EXCEEDED BY MORE THAN 5% AS THE RESULT OF CAPACITY HINDERING CIRCUMSTANCES;

11.2 ADDITIONAL WORK IS CALCULATED BASED ON THE VALUE OF THE PRICE-DETERMINING FACTORS THAT APPLY THE MOMENT THE ADDITIONAL WORK IS PERFORMED. LESS WORK IS CALCULATED BASED ON THE VALUE OF THE PRICE-DETERMINING FACTORS THAT APPLIED AT THE MOMENT OF CONCLUDING THE AGREEMENT. IF THE AMOUNT OF THE LESS WORK EXCEEDS THAT OF THE ADDITIONAL WORK, KOLEN KERAMIEK B.V. AND KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO CHARGE 10% OF THE DIFFERENCE BETWEEN THE AMOUNTS TO THE CLIENT DURING THE FINAL INVOICING. THIS DISPOSITION DOES NOT APPLY FOR LESS WORK THAT IS THE RESULT OF A REQUEST FROM KOLEN KERAMIEK B.V. AND KOLEN NATUURSTEEN B.V.

## **12. SIZE OF THE WORK**

12.1 THE CLIENT MUST ENSURE THAT ALL PERMITS, EXEMPTIONS AND OTHER DISPOSITIONS NECESSARY FOR THE EXECUTION OF THE WORK HAVE BEEN OBTAINED IN A TIMELY MANNER AND WITH THE CORRECT CONTENT.

12.2 THE CLIENT AND KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. MAY MUTUALLY AGREE OTHERWISE, IF ESTABLISHED IN WRITING.

## **13. ADDITIONAL STIPULATIONS**

13.1 THE CLIENT IS OBLIGATED TO PROVIDE FREE ACCESS AND/OR PASSAGE TO THE ACTIVITIES TO BE EXECUTED.

13.2 AT THE START OF THE ACTIVITIES, THE AREAS TO BE TREATED MUST BE OFFERED EMPTY AND CLEANED AND THE WORKING TEMPERATURE MUST BE AT LEAST 5° CELSIUS. IF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. HAVE TO CLEAR THE AREAS, THE HOURS SPENT ON THIS WILL BE INVOICED AT THE USUAL HOURLY RATE PER HOUR PER PERSON.

13.3 THE CLIENT IS OBLIGATED TO REMOVE ALL THE PRESENT RESIDUAL MATERIALS, UNLESS OTHERWISE AGREED UPON.

13.4 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. CAN NEVER BE HELD RESPONSIBLE FOR THE CHOICE OF THE CLIENT FOR A NON-MODIFIED MATERIAL AND/OR A NON-MODIFIED FINISH IN LIGHT OF A LATER USE OR APPLICATION OF THE PURCHASED MATERIALS. THE CLIENT CAN DECIDE FULLY AUTONOMOUSLY WHICH PRODUCT AND WHICH FINISH HE DESIRES WITHOUT BEING ABLE TO HOLD KOLEN KERAMIEK AND/OR KOLEN NATUURSTEEN B.V. RESPONSIBLE IN CASE OF A NON-DESIRED RESULT OF THE FINAL PRODUCT.

13.5 THE CLIENT IS OBLIGATED TO RETURN ANY SAMPLES AND/OR SPECIMENS TO KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. FAILING TO DO SO WILL ENTITLE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. TO INVOICE € 100.00 (IN WORDS: ONE HUNDRED EUROS) PER SAMPLE AND/OR SPECIMEN.

13.6 IN CASE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RECEIVE AN ORDER TO DRAW UP A DAMAGE REPORT, BUT DO NOT RECEIVE THE ORDER AFTERWARDS, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RESERVE THE RIGHT TO INVOICE 10% OF THE AMOUNT OF THE DAMAGE TO THE CLIENT, IF AFOREMENTIONED IS EXPLICITLY MENTIONED IN THE DAMAGE REPORT.

13.7 IN CASE THE CLIENT TAKES OUT A CONSTRUCTION ALL-RISK INSURANCE, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WILL AUTOMATICALLY BE CO-INSURED AND THE OWN RISK OF THE OF THE CONSTRUCTION ALL-RISK INSURANCE CANNOT BE RECOVERED FROM KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V.

13.8 IN CASE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. EXECUTE ACTIVITIES AS A SUBCONTRACTOR, THE CLIENT MUST PROVIDE WASTE CONTAINERS SUITABLE FOR THE WASTE SORTING AND/OR RESIDUAL WASTE. PRIVATE INDIVIDUALS MUST PROVIDE FOR WASTE DISPOSAL THEMSELVES, UNLESS OTHERWISE AGREED UPON.

13.9 MARBLE, GRANITE AND NATURAL STONE ARE SOLD WITH THEIR NATURAL FLAWS. THEIR ORIGIN AND THEIR COLOR ARE DEFINED BY THE SAMPLE, WHICH IS MERELY PROVIDED AS AN APPROACHING REFERENCE WITHOUT ENTITLING THE CUSTOMER TO DEMAND AN IDENTICAL COLOR AND STRUCTURE AT DELIVERY. EVEN DEVIATIONS FROM THE THICKNESS AND THE SMOOTHNESS ARE ACCEPTED IN THE INDUSTRY AND CAN IN NO WAY BE GROUNDS FOR ANY FORM OF COMPLAINT. ANY DEVIATIONS TO THE MEASUREMENTS HAVE TO BE ACCEPTED. FOR THIS, WE REFER TO THE EUROPEAN STANDARDS (NEN STANDARDS).

13.10 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO NOT ACCEPT LIABILITY FOR ANY DAMAGES RESULTING FROM CONSTRUCTIONS AND/OR METHODS WHICH FUTURE TECHNOLOGICAL DEVELOPMENTS WILL PROVE TO HAVE BEEN OUTDATED.

13.11 IN CASE KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. RECEIVE AN ORDER TO SUPPLY MATERIALS TO AREAS WHERE THE TEMPERATURE AND/OR HUMIDITY DO NOT MEET THE USUAL STANDARDS, KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO NOT ACCEPT ANY LIABILITY WITH REGARDS TO STAINING AS A RESULT OF MOISTURE, EXPANDING AND/OR SHRINKING OF THE DELIVERED GOODS AND/OR MATERIALS AND/OR THE RESULTS.

13.12 THE COLOR AND/OR THE THICKNESS OF THE SUPPLIED MATERIALS WILL BE DETERMINED BY SAMPLES AND/OR SPECIMENS THAT ARE MERELY PROVIDED AS A REFERENCE WITHOUT ENTITLING THE CUSTOMER TO DEMAND AN IDENTICAL COLOR AND/OR STRUCTURE.

13.13 KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. DO NOT ACCEPT ANY LIABILITY FOR DAMAGES CAUSED BY WATER OR SIMILAR LIQUIDS IN OPEN SPACES BELOW THE FLOORS (UNLESS IF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. HAVE CAUSED THE DAMAGES) OR IF THE CLIENT HAS WITHHELD THIS INFORMATION.

13.14 THE CLIENT CAN NOT HYPOTHECATE AND/OR TRANSFER HIS RIGHTS OR OBLIGATIONS RESULTING FROM AN AGREEMENT WITH KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. TO A THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT FROM KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V.

## **14. DISPUTES**

14.1 THERE IS A DISPUTE AS SOON AS ONE OF THE PARTIES DECLARES THAT SUCH IS THE CASE.

14.2 ALL AGREEMENTS AND TRANSACTIONS OF KOLEN KERAMIEK B.V. AND/OR KOLEN NATUURSTEEN B.V. WITH THE CLIENT ARE EXCLUSIVELY SUBJECT TO DUTCH LAW.

14.3 ALL DISPUTES, HOWEVER NAMED, WILL BE SETTLED, EXCLUSIVELY BY OUR CHOICE, BY THE COMPETENT JUDGE OF THE DISTRICT COURT OF 'S-HERTOGENBOSCH, THE NETHERLANDS, OR BY AN ARBITRATION COMMITTEE, IN CONFORMITY WITH THE RULES AS DESCRIBED IN THE STATUTES OF THE COURT OF ARBITRATION FOR CONSTRUCTION COMPANIES IN THE NETHERLANDS, AS THEY APPLIED 3 MONTHS BEFORE CONCLUDING THE AGREEMENT RELATED TO A CONCRETE DISPUTE, OR BY THE JUDGE OF THE ABODE OF THE CLIENT, TO THE EXTENT THE LAW ALLOWS. BOTH PARTIES RESERVE THE RIGHT TO PRESENT ANY DISPUTE IN SUMMARY PROCEEDINGS TO THE PRESIDENT OF THE COURT OF 'S-HERTOGENBOSCH, WITHOUT PREJUDICE.

## **15. FINAL PROVISION**

15.1 THE GENERAL TERMS AND CONDITIONS APPLICABLE ARE ALWAYS THE LATEST FILED VERSION AND/OR THE VERSION OF THE GENERAL TERMS AND CONDITIONS AS THEY APPLIED AT THE TIME OF THE CONCLUSION OF THE AGREEMENT.