

**TERMS AND CONDITIONS OF INDUSTRIE- EN HANDELSONDERNEMING ROFFELSEN B.V.**  
**FILED WITH THE CHAMBER OF COMMERCE 17060724**

**Article 1. DEFINITIONS**

- 1.1. These conditions apply to all offers and agreements and/or assignments and/or services of Industrie- en Handelsonderneming Roffelsen B.V., hereinafter referred to as Roffelsen. These general terms can be found on [www.Roffelsen.com](http://www.Roffelsen.com), and will be sent free of charge at first request;
- 1.2. Additions or deviations from these terms must be agreed in writing and apply only to that agreement for which they are made;
- 1.3. Contrary terms, including the (purchase) terms of the client, will not be accepted by Roffelsen, unless otherwise agreed in writing and confirmed by Roffelsen;
- 1.4. The conduct and professional rules of Roffelsen are part of these terms. The client declares to respect the therefrom arising obligations;

**Article 2. GENERAL**

- 2.1. All quotations are without obligation and are valid for 30 days, unless otherwise agreed in writing. A quotation that contains a time limit nevertheless can be revoked by Roffelsen even after accepting the order, providing such is communicated to the client within 5 working days of receiving the order;
- 2.2. Price lists, quotations and prices specified in other documents, quantities, colors, sizes, etc. are strictly informative only. They have the character of an approximate indication and will not bind Roffelsen. If Roffelsen has shown the client a sample, model or image, then the assumption is given that it is only an indication, unless it is expressly agreed that the order shall correspond with it;
- 2.3. Offers and quotations shall not automatically apply to future orders;
- 2.4. The quotation includes a description of the work that will be done and gives the client as good an assessment as possible. The quotation provides information to the client about the costs and whether there is a fixed contract price or the work will be done on an hourly basis;  
Contract work: implementation of activities, which are agreed between the client and Roffelsen against a pre- determined total amount;  
Directed work: A pre-agreed fee for the provision of services during one hour by one person. The total number of hours that one person has worked - including the time that Roffelsen has to travel to and from work - will be charged to the client.

**Article 3. AGREEMENTS**

- 3.1. An agreement is first deemed to have been established after Roffelsen has confirmed the order in writing or has begun with the implementation of the order e.g., purchasing the materials or starting up the relevant production. The content of the order is determined by the quotation, these general terms and/or the order confirmation of Roffelsen;
- 3.2. If, after the order has been provided, and during the implementation, the client has additional

requirements which are not included in the order, then these additional requirements will be charged on the fixed hourly rate, in addition to the agreed total sum, unless otherwise agreed. An order for additional work should be confirmed in writing by the client. Amendments of any kind to the original order must be confirmed in writing by Roffelsen;

- 3.3. Any additional work will be invoiced by Roffelsen at hourly wage at that time;

**Article 4. IMPLEMENTATION OF THE AGREEMENT**

- 4.1. Roffelsen will carry out the agreement to the best of its ability and in accordance with the requirements of good workmanship based on the current knowledge at that time. Roffelsen will keep the client informed of the progress at first request;
- 4.2. Roffelsen has the right to subcontract certain parts of the agreement by third parties, if and insofar a good implementation of the agreement requires;
- 4.3. The client shall ensure that all data, which Roffelsen indicated to be necessary or which the client should reasonably understand to be necessary, will be provided to Roffelsen;

**Article 5. PRICES**

- 5.1. All quotations and prices that Roffelsen charges, are the prices at that time excluding VAT, unless otherwise agreed in writing;
- 5.2. Roffelsen is entitled to implement a price changes if, after the conclusion of the agreement, taxes and/or other factors that determine the price of the services undergo a change. Price changes of more than 10% gives the client the right to terminate the agreement, provided this is done in writing within seven days of receipt of the relevant notification. A resolution gives the client no right to compensation for any damage;

**Article 6. PAYMENT**

- 6.1. Payment must be made within 14 days from the invoice date. Other agreed payment terms will appear in the invoice;
- 6.2. Invoicing can be made on the basis of advance invoices, possibly with interim invoices and a final invoice depending on the value of the order and only in consultation;
- 6.3. The client is in default, regardless whether the exceedance is attributable, when the client breaches the payment term referred in 6.1;
- 6.4. Without prejudice to other rights, Roffelsen shall be entitled to charge interest on any outstanding amount of 1.5% per month or part of a month, from the date due;
- 6.5. Incoming payments shall serve to settle the oldest outstanding invoices, interest and costs, regardless of any statement from the client to the contrary;

## **Article 7. CANCELLATION**

7.1. Any costs relating to the contract incurred by Roffelsen, in addition to lost profits are immediately due and payable in the case of cancellation by the client before the start of the order with a minimum of 10% of the total sum, increased with any damage suffered;

7.2. Cancelling of a special order is not possible;

## **Article 8. WARRANTY and NON CONFORMITIES**

8.1. Roffelsen guarantees the manufacturer's warranty applies as granted by the relevant manufacturer or supplier. Roffelsen guarantees that all products are appropriate and legally permissible for the purpose for which they are intended, that they are in accordance with the agreed specifications and free from material and manufacturing defects;

8.2. With regard to what is provided elsewhere in these conditions, Roffelsen guarantees the reliability and the quality of the materials. This material is recycled PVC and needs no warning for safe use;

8.3. The warranty obligation shall be voided by improper use, improper handling and when the technical instructions are not respected;

8.4. Complaints about the implementation of the order should be reported to Roffelsen within 8 days of completion of the order. After the expiry of this period, complaints will no longer be considered. The client shall be notified in writing within 18 working days of receipt of placing the complaint with details of the finding. The notice of default must contain a detailed description of the failure so that Roffelsen is able to respond adequately;

8.5. Roffelsen will offer a new order or grant a price reduction if a complaint is justified;

8.6. Complaining is not possible if:

- the imperfections are within a reasonable tolerance;
- the damage is caused by negligence of the client or the client has acted contrary to instructions, directions or opinions of Roffelsen;
- the client has not fulfilled his obligations toward Roffelsen (both financial or otherwise);

## **Article 9. SUSPENSION AND DISSOLUTION**

9.1. Roffelsen is entitled to suspend the fulfilment of their obligations under, or to dissolve the agreement if:

- the other party does not fully fulfil their obligations under the agreement;
- after the conclusion of the order Roffelsen has reliable information that the other party probably will fail to fulfil their obligations;
- the client at the conclusion of the order was asked to furnish security to guarantee the fulfilment of his obligations and this security is not provided or insufficient;

9.2. Furthermore, Roffelsen is authorized to dissolve the order if circumstances arise of such a nature that fulfilment of the obligations becomes impossible, or to standards of reasonableness and fairness can no longer be demanded, or if other circumstances arise

of such a nature that unaltered maintenance of the order cannot reasonably be expected;

9.3. If the order is dissolved, the claims of Roffelsen are immediately due and payable. If Roffelsen suspends fulfilment of their obligations, Roffelsen will retain its rights under the relevant law and the terms of the order;

9.4. Roffelsen shall always retain the right to compensation;

## **Article 10. RETENTION of TITLE**

10.1. The property of all goods and materials delivered by Roffelsen including designs, sketches, drawings, etc. remains the property of Roffelsen until the other party has fulfilled all their obligations under the order;

10.2. The client is not authorized to pledge the goods covered by the retention of title or encumber them in any way;

10.3. The client is obliged to notify Roffelsen as soon as possible if a third party wishes to seize or establish rights over the goods delivered under retention of title;

10.4. The client is required to insure the goods delivered under retention of title and keep them insured against fire, theft, explosion and water damage and will show this insurance policy for inspection on first request;

10.5. In the case that Roffelsen wishes to exercise the ownership rights contained in this article, the client hereby gives unconditional and irrevocable permission to Roffelsen or to Roffelsen appointed third parties to enter all those places where the properties of Roffelsen are located with permission to take these goods back;

## **Article 11. LIABILITY**

11.1 Roffelsen is not liable for damage of any kind caused by the fact that Roffelsen is provided with inaccurate or incomplete data by the client;

11.2 Roffelsen is not liable for damage arising as a result of any failing in the fulfilment of its obligations towards the client, unless there is intent or gross negligence on the part of Roffelsen or his managerial subordinates;

11.3. If Roffelsen should be liable, then this liability is limited to the stipulations in this article;

11.4. If Roffelsen is liable for direct damage, then that liability is at all times is limited to the amount that the insurer of Roffelsen (in normal circumstances) will pay; at least up to 2,500.00 EURO (in words: two thousand five hundred euros);

11.5. Direct damage means only:

- the reasonable expenses incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms;

- reasonable expenses made to rectify the order because of poor performance by Roffelsen, unless this poor performance cannot be attributed to Roffelsen;

- the reasonable costs incurred to prevent or limit the damage, as far as the client demonstrates that these costs have led to the limitation of direct damage as meant in these terms;

11.6. Roffelsen is never liable for indirect damages, including consequential damages, lost profits, lost savings and damage due to business stagnation;

11.7. Some items are made from recycled PVC material which can contain DEHP or CAP (ec no: 204-211-0, cas no; 117-81-7). The articles themselves are not subject to a registration or warning obligation. Roffelsen is never liable if the client processes and/or uses the delivered items in violation of EU rules, for example, in making toys and/or articles for children;

## **Article 12. DISCLAIMERS**

12.1. The client indemnifies Roffelsen for claims by third parties, such as ones related to intellectual property rights in material or data, which is used in the implementation of the order;

12.2. The client is obliged to indemnify Roffelsen against any liability towards third parties to the extent that these arise out of or in connection with the contract, unless the liability is caused by intent or gross negligence on the part of Roffelsen;

## **Article 13. FORCE MAJEURE**

13.1. The parties are not obliged to fulfil any obligation, if they are blocked due a circumstance which is out of their control;

13.2. In these terms force majeure is defined, in addition to the law and jurisprudence, all external causes, foreseen or unforeseen, on which Roffelsen cannot have any influence but which prevents Roffelsen from fulfilling its obligations. Strikes in the company of Roffelsen are included;

13.3. Roffelsen also has the right to invoke force majeure if there is a circumstance which prevents (further) fulfilment after Roffelsen should have fulfilled its obligations;

13.4. Parties may suspend their contract obligations during the period that the force majeure continues. If this period lasts longer than two months, each party is entitled to terminate the order without any obligation to compensate for damage to the other party;

13.5. As far as Roffelsen, at the time of force majeure, has already partially fulfilled its obligations Roffelsen is entitled to invoice the performed part of the order. The client is obliged to pay this invoice as if it were a separate order;

## **Article 14. CONFIDENTIALITY**

Both parties are required to maintain the confidentiality of all confidential information received in the context of their agreement from each other or from another source. Information shall be considered to be confidential if it is identified as such by the other party or if this automatically results from the nature of the information;

## **Article 15. PARTIAL NULLITY**

If one or more articles of these terms is not partially or entirely valid, the remaining articles shall remain in full force. Instead of the invalid articles, an appropriate regulation will apply, which pursues the intention of the parties and their economic aspirations in a legally effective manner as closely as possible;

## **Article 16. PLACE OF FULFILMENT, APPLICABLE LAW, COMPETENT COURT**

16.1. The location of Roffelsen is the place where the other party must fulfil its obligations, unless mandatory provisions dictate otherwise;

16.2. Dutch law is applicable to all quotations, agreements and orders of Roffelsen

16.3. All disputes arising from the order of further agreements between the client and Roffelsen, will be settled by the competent court;

## **Article 17. MODIFICATION, EXPLANATION AND LOCATION OF THE TERMS**

17.1. These terms are registered at the office of the Chamber of Commerce (KvK);

17.2. Dutch text prevails in case of interpretive problems of these conditions;

17.3. The most recent registered version or the version that was valid at the time of the conclusion of the order, shall always apply.