

STUDIO SABINE MARCELIS

GENERAL SALES TERMS & CONDITIONS

STUDIO SABINE MARCELIS B.V., GALILEISTRAAT 15, 3029 AL ROTTERDAM, THE NETHERLANDS

ARTICLE 1 DEFINITIONS

- 1.1 General Sales Terms & Conditions
“General Sales Terms & Conditions” are understood to mean the terms and conditions as set out in this document.
- 1.2 We/Us
Studio Sabine Marcelis B.V. also operating under trademark “Studio Sabine Marcelis” are the parties using these general terms & conditions and they will be referred to below as: “We”, “Us” or “Designer”.
- 1.3. The Other Party
The “Other Party” is understood to mean
- any natural person or legal entity to whom or which We address our offers
 - the party that addresses offers to Us
 - the party with which we conclude an Agreement
 - any party with which We have a legal relationship and, besides said party, its representative(s), attorney(s), successor(s) in title and heir(s).
 - The party who accepted the General Terms & Conditions in any way.
- 1.4 Product
“Product” is understood to mean any product and design delivered by Us to the Other Party under the applicability of these general terms, and all work and services performed by Us for the Other Party.
- 1.5 Project
“Project” is understood to mean all design assignments that result in a unique object, delivered by Us to the Other Party under the applicability of these general terms, and all work and services performed by Us for the Other Party.
- 1.6 Confidential Information
“Confidential Information” is understood to mean any data, information, plans, specifications, drawings, documents and knowhow disclosed to the Other Party within the scope of the Agreement or of the performance thereof. Furthermore, Confidential Information is understood to mean any data and information of third parties that the Other Party has received or heard within the scope of the Agreement.
- 1.7 Agreement
The Agreement between Us and the Other Party that is concluded at the time Our offer is accepted by the Other Party, or at the time, We commenced the performance of the work relating to the Agreement.

ARTICLE 2 APPLICABILITY

- 2.1 These general terms apply to:
- All Our offers
 - All offers accepted by Us,
 - Offers made by the Other Party,
 - All Agreements,
 - All Agreements arising under or connected with Agreements,
 - All legal actions, deliveries and work performed by Us,
 - As well as any legal relationship to be entered into by Us in the future.
- 2.2 Any deviations from or additions to these general terms shall be binding upon Us only if they have been agreed in writing.
- 2.3 Any general terms used by the Other Party and/or other terms are explicitly rejected by Us.

- 2.4 If one or more terms set out in these general terms would be invalid or set aside, the remaining terms of these general terms or the Agreements concluded between the Other Party and Us, to which these general terms apply, shall continue in full force and effect.

ARTICLE 3 QUALITY

- 3.1 We undertake vis-à-vis the Other Party to deliver a performance in compliance with the Agreement and to supply him with Products/ Projects of the specification, quality and quantity further specified in the quotation or offer.
- 3.2 We guarantee the quality demands to be made in all fairness, taking into consideration both the nature of the performance and the Products/ Projects.
- 3.3 We undertake vis-à-vis the Other Party to deliver Products/ Projects:
- that are manufactured from reliable material and are of solid design.
 - the design and quality of which meet to all intents and purposes all demands applicable, which are specified in laws, acts and/or other government rules and regulations for such purpose and which are in force at the time the Agreement was concluded. The provisions set out in this paragraph also apply to the normal use of the Products.
- 3.4 We do not guarantee that the Products/ Projects are suitable for the purpose intended by the Other Party, not even if we were informed of such purpose, unless the Parties have agreed the contrary.
- 3.5 All Our Products/ Projects have been designed as objects of art and they are sold as such. The Other Party must consider these Products/ Projects as objects of art. Should these objects of art be used as functional objects, the demands customary to functional objects cannot be made on these Products/ Projects. Based on the foregoing, we refuse to accept any liability arising as a consequence of another use of the Products/ Projects than as an object of art. We expressly draw the attention to the safety instructions accompanying each product.

ARTICLE 4 OFFERS AND QUOTATIONS

- 4.1 All quotations and offers for Products made by Us are without engagement and may always be revoked by Us, even if they contain a period for acceptance.
- 4.2 Phasing of implementation is applicable to all quotations and offers for Projects made by Us, which include design process, development period, realization / production phase, and are without engagement and may always be revoked by Us, even if they contain a period for acceptance. Once a project is started, the Other Party is obliged at all times to meet the costs for at least the design phase, regardless of the validity of the offers and bids, and whether the project will continue. The design fee is set at 10% of the total sum, though with a minimum of € 9.500,00 excl. travel, accommodation and expenses, unless otherwise agreed in writing.
- 4.3 All offers made by Us will remain valid for a period of 2 months. After this period, the offers are cancelled.
- 4.4 Any alterations and/or representations, whether verbally or in writing made after the offer, will entail a new offer is made and the previous one is cancelled.
- 4.5 All offers are based on the performance of the Agreement by Us under normal circumstances, and based on the information known to Us and during the customary working hours, unless explicitly indicated otherwise in writing.
- 4.6 When the Other Party has already requested third parties to make offers earlier or simultaneously for the same Product, the Other Party shall inform Us thereof whilst stating the name of such third party.

ARTICLE 5 CONCLUSION AGREEMENT

- 5.1 The Agreement is concluded on the date of receipt by Us of the acceptance of this offer by the Other Party within the period set by Us in Article 4.3.
- 5.2 If an acceptance by the Other Party deviates from Our offer, this is considered as a new assignment by the Other Party and a rejection of Our entire offer, even if the deviations are minor ones.
- 5.3 Any orders, (additional) agreements, alterations and/or representations accepted after the Agreement by Our staff, representatives, salesmen or other intermediaries will not be binding, unless they are confirmed by Us in writing to the Other Party.
- 5.4 We have the right to involve third parties for the proper performance of the Agreement, the costs of which involvement will be charged to the Other Party in conformity with the quotations submitted. If possible, We will inform the Other Party hereof in advance.

ARTICLE 6 ALTERATIONS

- 6.1 If circumstances would present themselves during the performance of the Agreement, which obstruct or threaten to obstruct the proper performance thereof, the required measures will be taken in mutual consultation to achieve an undisturbed progress.

- 6.2 In the event of an alteration of the Agreement, including the supply of a new/altered version of the Product/ Project, and/ or an extension of the work to be performed by Us, then it implies that the resulting additional costs up to a maximum of 20% of the working hours spent up to such date will only be payable by Us if the extension is attributable to circumstances We were cognizant of or ought to have been cognizant of at the time the Agreement was concluded.

ARTICLE 7 PRICE

- 7.1 All prices quoted by Us have been based on the price-determining factors known at the time the offer was made. We always have the right to adjust the prices with immediate effect if a statutory price-determining factor should give rise to this.
- 7.2 The prices quoted by Us will not automatically be applicable for future orders.
- 7.3 The prices quoted by Us are exclusive of Dutch VAT, delivery costs (including packaging, transport and assembly costs), service costs and further costs relating to the sale and/or delivery of Products/ Projects or to the performance of the Agreement.
- 7.4 The prices quoted by Us have been quoted in Euros or any other currency agreed with Us in writing; any exchange differences will be at the Other Party's risk, unless agreed otherwise in writing.
- 7.5 The provisions set out in paragraph 7.1. also apply if the changes in price-determining factors as referred to in said paragraph are due to circumstances that could have been anticipated upon the conclusion of the Agreement.
- 7.6 If circumstances occur that are attributable to the Other Party, due to which We had to incur expenses, the Other Party shall be under the obligation to reimburse Us for such expenses. To the extent that they relate to man-hours made by Our production team, a rate of € 125,00 per hour will be charged. Additional kilometres will be settled at a rate of € 0,45 per kilometre.
- 7.7 In the event (additional) design work or any representative performance is requested by the Other Party, We charge € 1.000,00 per half day for work/ presence by Designer additional to the initial design process, excluding travel and accommodation cost if applicable.
- 7.8 Costs or services that are not covered by the offer made by Us, incurred on the Other Party's instruction, will, if applicable, be reimbursed by the Other Party, in accordance with the rates specified in paragraph 7.6 and 7.7. The same applies for additions to or modifications of the Product/ Project requested by the Other Party, as well as additional representative activities by Us in regard of the Product / Project at the request of the Other Party.
- 7.9 Our fee for lectures, panel discussions or any other public performance which require a preparation by Designer, will be charged at a rate of € 3.500,00 for performance per event/ day, excl. excluding travel and accommodation cost if applicable.

ARTICLE 8 DELIVERY

- 8.1 Any delivery times and/or delivery dates stated will never be deadline delivery dates, unless agreed otherwise in writing. Consequently, in case of late delivery, the Other Party must declare Us in default in writing, whilst duly observing a reasonable period.
- 8.2 If the exceeding of a delivery date is not attributable to us, the Other Party can never claim any damages or dissolution of the Agreement.
- 8.3 The times and/or dates of delivery stated have been based on the prevailing working conditions applicable at the time the Agreement was concluded and on the data known to Us, and on the timely delivery of the material and/or component parts ordered by Us for the performance of the Agreement.

ARTICLE 9 TRANSFER OF RISK

- 9.1 All risks in the Products/ Projects to be delivered by Us will pass on to the Other Party at the time the Agreement is concluded, or at the time of delivery whichever comes first.

ARTICLE 10 TRANSPORT

- 10.1 Unless agreed otherwise in writing, the transport/dispatch will be organised by- and at the Other Party's account and risk.
- 10.2 We will determine the manner of packaging of the Products/ Projects, unless agreed otherwise in writing.

ARTICLE 11 PAYMENT

- 11.1 Unless agreed otherwise in writing, the Other Party must make 50% down payment after receipt of the invoice and 50% at least 24 hours prior to shipment of Product. The production of the Product(s) will start upon receipt of the first instalment. These periods apply as deadlines, on expiry of which the Purchaser is in default. Settlement of claims the Other party allegedly has on Us, is excluded.

- 11.2 By transferring the down payment, the Other Party accepts Our General Terms & Conditions.
- 11.3 Unless otherwise agreed in writing, payment of the Project by the Other Party is to be carried out as follows: Billing for design immediately after agreement on the Project. The follow-up process will be initiated only after a written agreement on the design. Payment by the Other Party of the follow-up process should take place in accordance with the prescribed deadlines in the offer. The development will be initiated upon receipt of the first installment. These periods apply as deadlines, on expiry of which the Other Party is in default. Settlement of claims the Other party allegedly has on Us, is excluded.
- 11.4 Unless otherwise agreed in writing, payment of invoices is requested within 14 days after date of invoice.
- 11.5 In the event of nonpayment, a contractual interest will be payable equal to an interest percentage of 1.5% per month or the statutory interest if the latter is higher, in respect of which one part of a month will be counted as a full month, as of the first day after expiry of the payment term.
- 11.6 If payment is overdue, the Other Party will owe collection costs. In this connection, the extrajudicial collecting costs are fixed at 15% of the amount payable with a minimum of €250,00.
- 11.7 The Other Party does not have the right to refuse or suspend the fulfilment of its payment obligation based on alleged defects in the Product/ Project or for any other reason.
- 11.8 In the event of windingup, insolvency, the filing of a petition in bankruptcy or for a suspension of payment on the part of the Other Party, any claim We may have on the Other Party on any account whatsoever shall forthwith by due and payable.
- 11.9 We have the right at all times to require that the Other Party provide security, in any form whatsoever, for the fulfilment of all its obligations under the Agreement. If the Other Party fails to act on our request to provide security, We have the right to dissolve the Agreement or to suspend our obligations.

ARTICLE 12 SUSPENSION AND RIGHT OF RETENTION

- 12.1 We are authorized to suspend our performance (including future partial deliveries) if the Other Party fails to fulfil one or more of its obligations, or if circumstances that have come to Our knowledge give Us good reason to fear that the Other Party will fail to fulfil its obligations, except for mandatory provisions to the contrary.
- 12.2 If the Other Party fails, in spite of having received a written warning containing a payment term of at least seven days, to fulfil its obligations in their entirety or in part, We may exercise the right of retention with respect to all of the Other Party's goods and moneys relating to the performance of the Agreement. Furthermore, We may sell the said goods and deliver them to a third party, and apply the proceeds to reduce the outstanding invoices. In such case, the Other Party can no longer exercise any right to delivery.

ARTICLE 13 RETENTION OF TITLE

- 13.1 We retain ownership of all intellectual property rights, including yet not limited to the copyright relating to plans, sketches and designs produced by Us. Under no circumstances may these be reproduced, published, duplicated or utilized in any manner whatsoever without prior permission in writing from Us.
- 13.2 We shall retain the title to any Products/ Projects delivered and/or to be delivered by Us until the Other Party has paid to us Our claims arising under the Agreement, as well as the claims because failure in the performance of such Agreement.
- 13.3 The Other Party shall not be permitted to sell, pledge or grant a third party any other right in respect of the goods delivered under retention of title, except within the scope of its normal conduct of business.
- 13.4 The Other Party shall be under the obligation to store the goods delivered under retention of title with due care and as Our recognizable property.
- 13.5 If the Other Party fails to fulfil its payment obligations towards Us, or if We have good reason to fear that it will fail to fulfil its obligations, We have the right to take back the goods delivered under retention of title. The Other Party shall be under the obligation to fully cooperate with such taking back, in default whereof the Other Party shall owe to Us an immediately payable penalty of 10% of the amount owed by it.
- 13.6 The Other Party shall be under the obligation to insure the goods delivered under retention of title and to keep them insured against fire, damage caused by explosion or water, and against theft, and to submit the policies of such insurance to Us for inspection.
- 13.7 The retention of title will be cancelled in the event of payment by a third party.
- 13.8 Furthermore, the Other Party shall be obliged, upon our first request:
- a. to pledge to us any and all claims of the Other Party on insurance companies relating to goods delivered by Us under retention of title in the manner specified in Article 239 of Book 3 of the Netherlands Civil Code.

- b. to cooperate in any other way with respect to reasonable measures that We wish to take to protect Our title to goods, and which do not unreasonably hinder the Other Party's conduct of business.

13.9 We are not obliged to indemnify the Other Party in any way against its liability as the holder of the item of property.

13.10 The Other Party shall indemnify us for any claims of third parties against us, which may be linked to the retention of title.

ARTICLE 14 FORCE MAJEURE

14.1 Force majeure does not constitute an attributable failure to perform on Our part. If force majeure causes delay in or prevents the performance of the Agreement, both We and the Other Party have the right to dissolve the Agreement in writing without the Other Party being entitled to any compensation, except insofar as We would enjoy an advantage due to such dissolution, which We would not have had following the proper performance of the Agreement.

14.2 Force majeure also includes any circumstance that occurred through no fault of Ours, due to which the normal performance of the Agreement is prevented. Such circumstances of force majeure at any rate include: loss, damage and/or delay during and due to transport, extreme absenteeism due to illness and wildcat strikes of the staff, import and export restrictions, actions/measures at customs, including the blocking, whether temporarily or permanently, of certain geographic areas, fire and other serious breakdowns in Our company or at Our suppliers, and national disasters.

ARTICLE 15 OTHER PARTY'S OBLIGATIONS

15.1 In the event of reselling Our Products/ Projects, the Other Party assumes the obligation to notify the customer of the safety instructions specified in these general terms and conditions, and of the warnings attached to the separate Products and to draw the customer's attention to the risks of using the Products/ Projects.

ARTICLE 16 LIABILITY

16.1 Without prejudice to Article 17 of these general terms, We shall never be liable for any direct or indirect damage, unless it is a matter of intent or gross negligence of one or more managers that form part of the Board of Directors.

16.2 Our liability towards the Other Party in case of late or non-performance will be restricted to the purchase price of the object of art with due observance of Article 16.5.

16.3 We shall not be liable for any damage or loss, consequential or otherwise sustained by the Other Party or third parties due to the use of Products/ Projects supplied by us beyond the statutory obligations.

16.4 In the event that We would, in contravention of Article 16.1, be responsible for any damage, Our liability will always be limited to direct damage to property or persons and will never extend to any loss of profit or other consequential damage, including loss of income.

The said direct damage is exclusively understood to mean:

- a. the reasonable costs to be incurred by the Other Party to cause Our performance to be in compliance with the Agreement. This damage will not be compensated, however, if the Other Party has dissolved the Agreement;
- b. the reasonable costs incurred for establishing the cause and scope of the damage, insofar as such establishment relates to the direct damage within the meaning of these terms;
- c. the reasonable costs incurred to prevent or limit the damage, insofar as the Other Party can prove that these costs have resulted in limiting the direct damage within the meaning of these general terms.

16.5 In the event that We may, contrary to the provisions set out in Article 16.1, be liable for any damage, Our liability shall further be limited to the price at which the Other Party has bought the item of property that caused the damage or the amount paid by the Other Party for the order, but at any rate at most up to the amount paid out by Our liability insurer in the relevant case.

16.6 Each liability lapses by the expiry of 1 year as of the date the contract is completed.

ARTICLE 17 INDEMNIFICATION

17.1 The Other Party shall indemnify Us against any third-party claims that are in any way connected with (the use of) Our products/ Projects, unless such claims would be the consequence of intent or gross negligence on Our part. Particularly, the Other Party shall indemnify Us against third party claims that are the consequence of changes or additions that have been performed after delivery by Us and for damage or loss due to wrongful or careless use of the Products/ Projects.

ARTICLE 18 DISSOLUTION

18.1 If the Other Party fails to fulfil, or fails to fulfil in a proper and timely manner, in spite of warnings stating a reasonable period, any obligation, whether relating to payment or otherwise arising under any Agreement concluded with Us, as well as in the event of a (the filing of a petition for) suspension of payment or bankruptcy, guardianship order or windingup of the Other Party's business, We will have the right, without intervention of the court and without notice of default being required, to dissolve the Agreement or any part thereof by a mere written statement.

18.2 Following the dissolution, mutual debts will be due for immediate payment. The Other Party will be liable for the damage sustained by Us, including interest, loss of profit and transport charges.

18.3 If the situation set out in Article 18.1 occurs and the Other Party would enjoy any advantage that it would not have had in case of proper performance, We are entitled to compensation of our damage, consisting of the amount of such advantage.

ARTICLE 19 INTELLECTUAL PROPERTY RIGHTS

- 19.1 All rights of intellectual or industrial property to all products developed or delivered under the Agreement, including drawings, pictures, designs, calculations, analyses, documentation, reports, offers, as well as preparatory material thereof, will exclusively be vested in Us or in the licensors. The Other Party only acquires the rights of use and the powers explicitly granted under these general terms or otherwise, and for the rest the Other Party shall not reproduce the Products/ Projects, make copies thereof, show them and/or make them available to third parties or use them in another manner. By agreeing to these general terms and conditions, the Other Party acknowledges these rights.
- 19.2 The Other Party only acquires those rights of use and powers that are explicitly granted under these general terms and conditions or otherwise. The delivery of Our Products/ Projects does not include transfer of intellectual property rights.
- 19.3 The Other Party shall refrain from multiplying or copying the Products/ Projects, nor shall he show them or make them available to third parties and/or use them in any other manner.
- 19.4 The Product is exclusively intended for private use. Unless there is a written and signed agreement, the Other Party is not entitled to sell or alter the Product/ Projects, to give it another function or use it for other purposes than for the ones intended by Us.
- 19.5 The Other Party and We shall determine in mutual consultation in what way any title of the Product/ Projects and the name of "Baas" and/ or "Maarten Baas" will be used in any external communication such as invitations and publications. No publications are allowed without Our permission.
- 19.6 We guarantee that the Products/ Projects developed or delivered by Us do, to the best of Our knowledge, not constitute an infringement of any intellectual or industrial property rights held by third parties, and We shall indemnify the Other Party in this respect subject to the condition that the Other Party forthwith inform Us of such claim and leave the proceedings in such action, including the making of amicable settlements, exclusively to Us. The Other Party shall be obliged to provide Us with the required support.
- 19.7 If it has been established in a final and binding judgment of the court that a thirdparty claim of infringement of intellectual or industrial property rights is justified, We have the option, at Our expense, (a) to acquire such rights that the Other Party may continue the use of the Product delivered by Us, (b) to alter the Product in such manner that it does not constitute an infringement any longer, or (c) to dissolve the Agreement and refund the price paid by the Other Party, whilst deducting a reasonable user's fee.
- 19.8 The Other Party warrants vis-à-vis Us that the material made available to Us by it, such as drawings, pictures, calculations and designs, do not constitute an infringement of intellectual or industrial property rights, and it shall indemnify Us against any and all thirdparty claims in this respect.
- 19.9 This Article shall survive termination or dissolution of the Agreement.
- 19.10 The Other Party may only invoke the guarantee set out in this Article if it has fulfilled all its obligations vis-à-vis Us.

ARTICLE 20 NONDISCLOSURE

- 20.1 All Confidential Information will be treated as confidential by the Other Party and by Us and this information shall not be disclosed or made available to any third party without the Other Party's written confirmation obtained in advance.
- 20.2 Confidential Information may be disclosed by either party only to those of its employees who reasonably need to take cognizance of the Confidential Information. The disclosing party will impose upon these employees the same duty of confidentiality as the duties arising under this Article 16.
- 20.3 The Other Party and We shall not use the Confidential Information for any other purpose than the purpose for which it was provided by the Other Party and shall not use it in any other manner than indicated by the Other Party.
- 20.4 This Article does not apply if the Confidential Information:
- a) was already in the receiving party's possession before such party received the Confidential Information from the disclosing party;
 - b) becomes part of the public domain at the date of disclosure or thereafter in any other manner than the providing of this Confidential Information by the receiving party;
 - c) was obtained by the disclosing party from a third party, without the disclosing party exercising any influence;
 - d) must be disclosed under a ruling of the court.
- 20.5 This Article will survive termination of the Agreement.

- 20.6 In the event of its breach of any one or more obligations set out in this Article, the Other Party shall owe a penalty of €5.000,00 that will be due for immediate payment for each breach, and for each day a breach continues. This penalty does not affect the right to full compensation of damage in conformity with the statutory rules.

ARTICLE 21 WARRANTY & DEFECTS

- 21.1 Products have a 1 year warranty on manufacturers defects. We warrant that its products will be free from defects in material and workmanship under normal use and service for one year after date of purchase. We reserve the right, before having any obligation under this limited warranty, to inspect the damaged product, and all costs of shipping for inspection shall be borne solely by the purchaser. In order to recover under this limited warranty, purchaser must make claim to Us within eight (8) days of occurrence. Should the returned products be found to be faulty, We shall deliver the repaired and replaced products to the original destination at its own cost and shall reimburse the Purchaser for return delivery costs incurred.
- 21.2 We shall not be held responsible for damages caused by faulty installation or faulty maintenance performed by the Purchaser without the prior written consent of Us. Furthermore, We shall not be held responsible for any faulty repairs made by the Purchaser or damages due to use in inappropriate conditions or damages resulting from normal wear and tear.
- 21.3 We at its option, shall repair or replace the defective unit covered by the warranty. In order to keep this limited warranty in effect, the product must have been correctly used in conditions the product is intended for.

ARTICLE 22 DISPUTES AND APPLICABLE LAW

- 22.1 All Agreements to which these terms are applicable in their entirety or in part shall be governed by the law of the Netherlands.
- 22.2 Any disputes arising from offers and Agreements, howsoever named, shall be submitted to the court having jurisdiction in 's-Hertogenbosch, the Netherlands, whilst excluding any other court.
- 22.3 In the event of a dispute or impending dispute, We have the right to have one or more experts conduct an expert examination at the Other Party's business.