

Atelier Rick Tegelaar – Terms & Conditions

1 Governing Conditions 1.1 These General Terms and Conditions apply to all offers, agreements and deliveries concerning products created by Atelier Rick Tegelaar, later called the design agency. In these General Conditions the design agency's other party will be referred to as the 'Buyer'. **1.2** Any terms and conditions of purchase of the Buyer will not exclude or restrict the applicability of these General Conditions.

2 Offers and agreements 2.1 All offers and quotations by the design agency are without commitment. **2.2** Agreements between the design agency and the Buyer will be concluded upon written acceptance by the design agency. The Buyer may cancel assignments given only with the design agency's consent.

3 Delivery periods

Delivery periods stated by the design agency are for information purposes and may not be regarded as being of the essence, unless otherwise expressly agreed in writing.

4 Change of circumstances and force majeure 4.1 If after the conclusion of an agreement the prices of raw materials, wages, import duties, taxes or other external costs increase (whether or not as a result of exchange rate fluctuations), the design agency will have the right to adjust its sales price to that increase. The design agency must inform the Buyer of such a circumstance as soon as possible, after which the Buyer will have the right to dissolve the agreement within a period of eight days.

4.2 If the design agency is unable to perform the agreement due to an event of force majeure, it will have the right to dissolve the agreement in full or in part or to suspend its obligations until the event of force majeure has ended. The Buyer will in that case be obligated to pay for any products already delivered.

5 Deviations

All details, models and pictures concerning colours, materials, dimensions and finishing will be for information purposes only. Minor deviations will in no event be grounds for rejection, discount, dissolution of the agreement or damages.

6 Deliveries

Delivery will be carriage paid only if that has been expressly agreed. If delivery is not carriage paid, the design agency will be entitled to charge carriage charges.

7 Risk

The risk in the products to be delivered will pass to the Buyer the moment the products leave the design agency's storage space, irrespective of the agreements made between the design agency and the Buyer regarding carriage and insurance.

8 Buyer's refusal to take delivery

If the Buyer refuses to take delivery, the design agency may charge the resulting costs to the Buyer. In that case the design agency will furthermore have the right to dissolve the agreement, without prejudice to its right to claim full damages.

9 Payment 9.1 The design agency may at any time demand full or partial payment in advance or cash on delivery. **9.2** In the event of sales on account, payment of the invoice amount must be made within

14 days, without the Buyer being entitled to any discount or settlement. **9.3** If the design agency has not received full payment at the end of the payment term, the Buyer will be in default and will owe interest equal to the statutory interest. All costs incurred by the design agency in connection with late payment, such as costs of legal proceedings, court costs and out-of-court costs, including the costs of legal assistance, bailiffs and collection agencies, will be payable by the Buyer. The out-of-court costs are set at a minimum of 10% of the invoice amount, subject to a minimum amount of €150, excluding VAT.

10 Right to postpone obligations

If the Buyer is in default or if the design agency has good reason to fear that the Buyer will not fulfil its obligations or will not do so in full and/or in time, the design agency will have the right to postpone its obligations under all agreements between the parties in full or in part, or to dissolve such agreements in full or in part, without any notice of default or judicial intervention being required, and without being liable for any damages, in which case all obligations of the Buyer will fall due immediately.

11 Retention of title 11.1 Title to all products delivered will continue to vest in the design agency until the Buyer has fulfilled all its obligations under the agreement towards the design agency. **11.2** The Buyer may sell products that have remained the design agency's property pursuant to this clause to third parties only in the customary conduct of its business. **11.3** If the Buyer fails to fulfil its obligations under an agreement concluded with the design agency or if the design agency has

good reason to fear that the buyer will fail to fulfil its obligations, the design agency will have the right to take back products delivered from the Buyer or from third parties that hold the products on behalf of the Buyer. In that case the Buyer must fully cooperate.

12 Complaints 12.1 If applicable, the Buyer must inform the design agency accurately, in detail and in writing of any complaints concerning the products delivered, within ten days of receipt of the products, or immediately in the event of visible defects. **12.2** Without prejudice to the preceding paragraph, the Buyer must inspect the products delivered to it before using them, having them used, implementing them or selling them.

13 Return shipments

Products delivered may be returned only with the design agency's prior written consent, in which respect the design agency will have the right to give instructions regarding the manner of shipment.

14 Intellectual property rights

The design agency owns and retains all intellectual property rights that apply to or may be created in respect of the design.

15 Liability for loss 15.1 The design agency is not liable for any loss incurred by the Buyer as a result of defects, wrongful acts or otherwise, unless the damage is directly and exclusively due to gross negligence or intent on the part of the design agency. **15.2** Only loss of which the Buyer has irrefutably proven that it is due to a circumstance or event for which the design agency can be held legally liable will qualify for compensation.

15.3 Loss consisting of loss of profits or lower proceeds will in no event qualify for compensation. **15.4** Loss related to damage to or loss of property or to personal injuries will qualify for compensation up to the amount invoiced for

the delivery or partial delivery, on the understanding that that amount may not exceed €45,000 and will in any event at all times be limited to the amount that the insurer pays the design agency in the case in question. 15.5 The Buyer indemnifies the design agency against any and all claims related to loss caused by third parties that are engaged in the performance of the agreement at the Buyer's request and with the Buyer's consent, and against any loss caused by materials supplied by third parties at the Buyer's request and with the Buyer's consent.

15.6 The design agency will not be liable for any loss caused by incompetent use of the products delivered or by their use for a purpose other than that for which they are suitable by objective standards.

16 Pricing of the product *16.1 The advised selling-price for resellers will be mentioned in the buying agreement and should always be maintained as a minimum selling-price. 16.2 The product is not allowed to be put into discount or sale without written permission by the design agency.*

17 Dutch law

These General Terms and Conditions are governed by Dutch law. In the event of disputes, the court of the place where the designer has its registered office will be the competent court, unless that conflicts with the rules on the territorial jurisdiction of Cantonal Courts.