

General terms and conditions for sale and delivery

Issued by Sunrooms B.V., with registered office at Doornspijk, Zuiderzeestraatweg West 162, filed with the Chamber of Commerce in Apeldoorn on 18th September 2013.

Article 1. General

1. The present terms and conditions are applicable to every offer, quotation and agreement between Sunrooms B.V., hereinafter referred to as: "the Supplier", and a counterparty, hereinafter referred to as "the Customer" to whom the Supplier has declared the present terms and conditions applicable, in so far as the parties have not explicitly deviated from the present terms and conditions in writing.
2. The present terms and conditions shall also apply to all agreements with the Supplier, where the execution thereof requires the Supplier to use the services of third parties.
3. The applicability of any purchasing- or other terms and conditions of the Customer shall be expressly excluded.
4. If one or more stipulations in the present general terms and conditions should, at any moment, in part or in full, be null and void or declared null and void, then the other stipulations of the present general terms and conditions shall remain fully applicable. In that case, the Supplier and the Customer shall enter into negotiations to agree upon new stipulations replacing the null and void conditions or, as the case may be, the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.
5. If ambiguity exists regarding the explanation of one or more stipulations of these general terms and conditions, then the explanation must be given 'in accordance the spirit' of these stipulations.
6. If a situation arises between the parties that is not provided for by these general terms and conditions, then this situation must be assessed in accordance with the spirit of these general terms and conditions.
7. If the Supplier does not always require strict compliance with these terms and conditions, this does not mean that the stipulations of these terms and conditions are not applicable, or that in other cases, the Supplier to some degree would be deprived of the right to require strict compliance with the stipulations of these terms and conditions.

Article 2 Quotations and offers

- 1 All quotations and offers from the Supplier shall be free of obligation and shall not constitute an obligation to purchase. The standard period of validity for a quotation or offer from the Supplier is 30 calendar days, unless another period is stated in the quotation. A quotation or offer shall expire if, in the meantime, the product to which the quotation or the offer relates is no longer available.
- 2 The Supplier cannot be bound by his quotations or offers if the Customer can reasonably understand that the quotations or offers (or a part thereof) contain an obvious error or mistake.
- 3 The prices stated in a quotation or offer exclude VAT and other government levies, and costs to possibly be incurred by executing the agreement, unless stated otherwise.
- 4 A compound quotation shall not oblige the Supplier to execute part of the assignment for a corresponding part of the stated quotation. Offers or quotations are not automatically applicable to future orders, unless stated otherwise.

Article 3 Duration of the contract; delivery periods, execution and changes to agreement

If a period is agreed or stated for completing specific work or for supplying certain goods, then this is never regarded as a deadline. In the event of a period being exceeded, the Customer must notify the Supplier of his default in writing. In this respect, the Supplier must be given a reasonable period to execute the agreement.

1. If the Supplier requires data from the Customer in order to execute the agreement, the execution period shall commence after the Customer has provided the Supplier with said data
2. Delivery, with shipping costs paid, takes place to the address of the Customer, unless otherwise agreed. The Customer must take delivery of the goods at the moment when the goods are made available. If the Customer refuses to take delivery or fails to provide the information or instructions that are required for the delivery, the Supplier shall be entitled to store the goods at the risk and expense of the Customer.
3. The Supplier is entitled to use the services of third parties to perform certain work.

4. In the event of force majeure (Act of God), the Supplier is entitled to execute the agreement in different phases and to separately invoice the part that has already been executed.
 5. If it is shown during the execution of the agreement that the work to be done needs to be changed and/or supplemented in order to ensure its proper execution, the parties shall adapt the agreement accordingly in due time and in mutual consultation. If the nature, scope or content of the agreement, whether or not on request or instruction of the Customer, the competent authorities, etc., is changed, and the agreement is thus changed in qualitative and/or quantitative terms, this can also affect what was originally agreed. Consequently, the amount originally agreed can be increased or decreased. The Supplier shall make every effort provide a price quotation beforehand. Moreover, a change to the agreement can result in the period of execution originally stated also being changed. The Customer accepts the fact that the agreement can be changed, including a change to the price and the period of execution.
 6. If the agreement is changed, or supplemented, then the Supplier shall first be entitled to implement the agreement after approval has been received from the authorized person within the Supplier and the Customer has agreed to the price and other conditions stated for the execution, including the moment when implementation shall take place (still to be determined). The failure to execute or immediately execute the changed agreement does not imply that the Supplier is in default and does not constitute justification for termination of the agreement by the Customer. Without being in default, the Supplier can refuse a request to change the agreement if, in qualitative and/or quantitative terms, this could for example affect the work or goods to be delivered.
 7. If the Customer is in default of fulfilling his obligations towards the Supplier, then the Customer shall be liable for all direct or indirect loss (including costs) incurred by the Supplier .
- the Customer not complying with, not fully complying with, or not complying in a timely manner with the obligations from the agreement;
 - after the agreement has been concluded, the Supplier learning of circumstances that give adequate justification to fear that the Customer shall not fulfil his obligations.
 - the Customer was asked to provide security to guarantee the fulfilment of his obligations by virtue of the agreement when the contract was concluded, and this security has not been provided or is inadequate;
 - If, as a result of delay on the part of the Customer, the Supplier can no longer be required to comply with the conditions originally agreed in the agreement, the Supplier is entitled to dissolve the agreement.
2. Moreover, the Supplier is authorised to dissolve the agreement if circumstances arise of such a nature that that fulfilment of the obligations of the agreement becomes impossible, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement by the Supplier no longer be reasonably required.
 3. If the agreement is dissolved, any claims by the Supplier against the Customer shall be immediately due and payable. If the Supplier suspends fulfilment of his obligations, he shall retain his rights under the law and the agreement.
 4. If the Supplier decides to suspend or dissolve the agreement, he is in no way obliged to compensate for loss and costs incurred in any way.
 5. If the dissolution is attributable to the Customer, the Supplier is entitled to compensation for the loss, including the costs, directly or indirectly incurred.
 6. If the Customer fails to comply with his obligations by virtue of the agreement and this non-compliance justifies dissolution, then the Supplier is entitled to immediately dissolve the agreement with immediate effect without any obligation on his part to pay any compensation or damages, whereas the Customer, as a result of failing to comply with his obligations, is required to pay compensation or damages.
 7. In the event of liquidation, (applying for) suspension of payments or bankruptcy, seizure (if and in as far as the seizure has not been cancelled within three months) at the expense of the Customer, or debt repayment or other circumstance causing the Customer to no longer have unfettered control over his assets, the Supplier is free to immediately terminate the agreement with

Article 4 Suspension, dissolution and premature termination of the agreement

1. The Supplier shall be authorised to suspend the fulfilment of the obligations under the agreement or to dissolve the agreement, in the event of:

immediate effect or to cancel the order or agreement, without any obligation on his part to pay any compensation or damages. The claims by the Supplier towards the Customer are, in that case, immediately due and payable.

8. If the Customer cancels a placed order in full or in part, then the goods already ordered or produced for this order, supplemented by any extra produced, can be charged as an integral cost to the Customer.

Article 5 Force majeure (Act of God)

1. The Supplier is not obliged to fulfil any obligation towards the Customer if he is hindered from doing so due to a circumstance that is no fault of his own or that cannot be attributed to his actions.
2. Moreover, in addition to the provisions of the law and the case-law in this respect, force majeure (Act of God) shall, in the present general terms and conditions, be understood to constitute any external circumstance, be it envisaged or not, on which the Supplier cannot exercise any influence, but which prevents the Supplier from fulfilling his obligations. This includes strikes in the company of the Supplier or third parties. The Supplier shall also be entitled to invoke force majeure (Act of God) if the circumstance that prevents (further) fulfilment of the obligation(s) of the agreement, commences after the moment when the Supplier should have fulfilled his obligation.
3. Throughout the duration of force majeure, the Supplier shall be entitled to suspend the fulfilment of his obligations arising from the agreement. If this period lasts for more than one month, either of the parties shall be entitled to dissolve the agreement without any obligation to pay compensation to the other party.
4. In as far as the Supplier has already partially fulfilled his obligations resulting from the agreement at the moment when the force majeure (Act of God) commenced, or shall be able to fulfil them, and in as far as intrinsic validity can be attributed to the part already fulfilled or still to be fulfilled, the Supplier shall be entitled to invoice the part already fulfilled or still to be fulfilled. The Customer shall be obliged to pay this invoice as if it was a separate agreement.

Article 6 Payment and collection costs

1. Payment must be made within 14 days from the date of invoice, in a way to be indicated

by the Supplier and in the currency in which the goods were invoiced, unless otherwise stated in writing by the Supplier. The Supplier is entitled to invoice periodically.

2. If the Customer fails to fulfil his payment obligation, then Customer shall legally be in default. In that event, the Customer shall pay interest at 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated as from the moment when the Customer is in default until the moment when the amount has been paid in full.
3. The Supplier shall be entitled to direct that the payments made by the Customer shall first of all be assigned to reducing the costs, subsequently be assigned to reducing the interest still due, and finally be assigned to reducing the principal sum and the accrued interest.
4. The Supplier shall have the right, without this causing the Supplier to be in default, to refuse an offer for payment, if the Customer designates a different sequence of attribution. The Supplier shall be entitled to refuse full payment of the principal sum, if said payment does not include the interest still due, the current interest and the costs.
5. The Customer is never entitled to settle the amount owed by him to the Supplier.
6. Contestation of the amount on an invoice shall not suspend the fulfilment of the payment obligation. The Customer who does not invoke section 6.5.3 (articles 231 to 247 inclusive, book 6 of the Dutch Civil Code) is not entitled to suspend payment of an invoice for another reason.
7. If the Customer fails to fulfil his obligations (in due time) or defaults on them, then all reasonable costs incurred to have all extrajudicial costs and debts paid shall be borne by the Customer. The extra-judicial costs shall be calculated on the basis of the usual debt collection practices in the Netherlands. However, if the Supplier has incurred higher collection costs than are reasonably necessary, the actual costs are recoverable. The judicial and execution costs possibly incurred shall also be equally borne by the Customer. The Customer must also pay interest on the collection charges due.

Article 7 Retention of title

1. All goods delivered by the Supplier by virtue of the agreement shall remain the property of the Supplier until the Customer has fulfilled

- all of his obligations under all agreements concluded with the Supplier.
2. The Customer must always do everything that can be reasonably expected to protect the property rights of the Supplier.
 3. If third parties seize goods delivered subject to retention of title or wish to establish or assert a right to them, then the Customer shall be obliged to immediately inform the Supplier to this effect.
 4. The Customer shall undertake to insure the goods delivered subject to retention of title and to keep them insured against loss caused by fire, explosion and water as well as against theft and to make this insurance policy available for inspection by the Supplier upon first being requested to do so. In the event of a payout from the insurance, the Supplier is entitled to this money. In as far as is necessary, the Customer already undertakes to assist the Supplier with everything that appears to be necessary or desirable in that respect.
 5. In the event that the Supplier wishes to exercise his ownership rights mentioned in the present article, the Customer shall already give the Supplier or third parties to be appointed by Supplier, unconditional and irrevocable permission to access all locations where the Supplier's property might be found and to take these goods back.

Article 8 Guarantees, examination and complaints, limitation period

1. The goods to be delivered by the Supplier shall meet the usual requirements and standards that can reasonably be made upon them at the moment of delivery and for which they are intended during normal use. The guarantee referred to in this article is applicable to goods that are intended for use within the Netherlands. . The Customer must verify whether the product is suitable for use at the applicable location (such as, for example, but not limited to, the correct snow zone) etc., and that the terms and conditions and stipulated governmental regulations are satisfied.
2. The guarantee referred to paragraph 1 of this article is applicable to the entire product and any accessories for a period of 2 years after delivery. In addition, a paint guarantee for 10 years is applicable to the powder coating, unless the parties have agreed otherwise.
3. The guarantee referred to in paragraph 1 includes making equivalent parts available free of charge as replacements for the defective parts. The costs for work, travelling time, and other costs incurred for the replacement of the relevant parts are not covered by the scope of the guarantee from the Supplier.
4. Every form of guarantee shall not apply if a defect originates as the result of injudicious or improper use, or use after the expiry date, incorrect storage or maintenance by the Customer and/or by third parties when, without written permission from the Supplier, the Customer or third parties have made changes or tried to make changes to the goods, objects have been attached to the goods that should not have been attached, or if these have been processed or treated in a manner that has not been prescribed. The Customer is not entitled to claim on the guarantee if the defect is caused by or results from circumstances that the Supplier has no control over, including weather conditions (such as, for example, but not limited to, heavy rainfall or extreme temperatures), etc.
5. The Customer shall be obliged to examine the delivered goods (or to have the delivered goods examined) immediately when the goods are made available to him. In this respect, the Customer must examine whether the quality and/or quantity of the delivered goods comply with what was agreed upon, and meet the requirements that the parties have agreed upon in this respect. Any visible defects must be reported in writing to the Supplier within seven days of delivery. Upon being detected, non-visible defects must be immediately reported to the Supplier in writing, at the latest, within fourteen days of delivery. The report must include a description of the defect that is as detailed as possible so that Supplier is able to react adequately. The Customer must provide the Supplier with the opportunity to investigate a complaint (have a complaint investigated).
6. If the Customer files his complaint in due time, his obligation to pay shall not be suspended. In that case, the Customer must still take delivery and effect payment for the goods ordered.
7. If a defect is not reported in a timely manner, then the Customer is not entitled to repair, replacement or compensation.
8. If it is determined that a goods item is defective and a complaint has been submitted in a timely manner, then the Supplier shall, according to the choice of the Supplier, substitute the service or replace or repair the defective goods within a reasonable period after the return receipt or, if return is not reasonably possible, provide

written notification about the failure to deliver by the Customer, or pay compensation for this to the Customer. In the event of replacement, the Customer is obliged to return the replaced goods to the Supplier and to relinquish the ownership of the replaced goods to the Supplier, unless the Supplier states otherwise.

9. If it transpires that a complaint is unfounded, then the costs involved, including the investigation costs for the Supplier, will be entirely borne by the Customer.
10. Upon expiry of the guarantee period, any repair or replacement costs, including administration, postage and transaction costs, shall be billed to the Customer.
11. Notwithstanding the legal statutory limitation periods, the limitation period for all claims and means of defence against the Supplier and third parties recruited by the Supplier to execute an agreement, is one year.

Article 9 Liability

1. If the Supplier should be liable, then the Supplier's liability shall be limited to the arrangements made in the present General Terms and Conditions.
2. The Supplier shall not be liable for any kind of loss caused by the Supplier using incorrect and/or incomplete data provided by or on behalf of the Customer.
3. If the Supplier is liable for any loss, then the liability of the Supplier is limited to a maximum of twice the invoice value of the order, or to at least that part of the order to which the liability relates.
4. In that case, the liability of the Supplier is in any event always limited to the amount paid out by his insurer.
5. The Supplier is only liable for direct loss.
6. Direct loss shall be exclusively understood to be: the reasonable costs incurred to establish the cause and the extent of the loss, in as far as establishing the cause and extent relates to loss in the sense of the present terms and conditions, the reasonable costs possibly incurred in order to ensure that the Supplier's inadequate performance meets the conditions of the agreement, in as far as such inadequate performance can be attributed to the Supplier, and the reasonable costs incurred to prevent or limit the loss, in as far as the Customer demonstrates that said costs have led to the limitation of direct loss as referred to in the present general terms and conditions.

7. The Supplier shall never be liable for indirect loss, including consequential loss, loss of profit, lost savings and loss due to business stagnation.
8. The limitations of liability for direct loss contained in the present terms and conditions shall not apply if the loss is due to intentional act or omission or gross negligence on the part of the Supplier or his subordinates.

Article 10 Transfer of Risk

1. The risk of loss, damage or depreciation is transferred to the Customer at the moment when the goods are delivered and made available to the Customer.

Article 11 Indemnification

1. The Customer shall indemnify the Supplier against any claims filed by third parties who sustain loss that is not attributable to the Supplier in connection with the execution of the agreement.
2. If the Supplier should be held liable by third parties, then the Customer is obliged to do his utmost to assist and support the Supplier, both judicially and extra-judicially, and to immediately do everything that can be reasonably expected in this respect. If the Customer fails to take adequate measures, then the Supplier is, without giving formal notice, entitled to do so himself. All costs and loss on the part of the Supplier and third parties thus incurred, are for the account and risk of the Customer.

Article 12 Intellectual property

1. The Supplier shall reserve the right to use the knowledge gained due to the execution of the agreement for other purposes, in as far as no confidential information is disclosed by the Customer to third parties when doing so.

Article 13 Applicable law and disputes

Dutch law shall apply to each and every legal relationship in which the Supplier is a party, also if execution of an agreement takes place in part or in full abroad, or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

1. The Court in the Supplier's place of business shall have exclusive jurisdiction to hear disputes, unless the law requires otherwise. The Supplier shall nevertheless be entitled to submit the dispute to the court deemed competent by law.
2. The parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultation.

Article 14 Location of and changes to the terms and conditions

1. These terms and conditions have been filed with the Chamber of Commerce in Apeldoorn
2. The most recently filed version shall always apply, or, as the case may be, the version valid at the time when the legal relationship was entered into with the Supplier.
3. The Dutch version of these general terms and conditions prevails at all times in the event of disputes relating to the interpretation and purpose of these terms and conditions.