

General Terms & Conditions of Marindex B.V., listed in the Chamber of Commerce in Rotterdam.

Article 1 Definitions

In these General Terms and Conditions, the following terms are taken to mean the following:

1. **Marindex:** the private limited company Marindex B.V., listed in the Commercial Register of the Chamber of Commerce under number 24326973.
2. **Buyer:** every natural person, acting in the course of his profession or business or the legal entity, placing an order with Marindex or instructing Marindex to deliver products in another manner.
3. **Agreement:** any agreement Marindex and the Buyer have entered into regarding the delivery of services and products by Marindex, such upon payment of a specified price by the Buyer.
4. **Products:** one or several movable goods that are part of Marindex's product range, the latter consisting of small pieces of furniture and household items in the broadest sense of the word.
5. **Website:** the website of Marindex: www.marindex.nl, where the Buyer may find information about Marindex and order Products, intending to enter into an Agreement with Marindex.

Article 2 Applicability

1. These general terms and conditions apply to all offers, promotions, services and deliveries of Marindex and also to all the Agreements Marindex and the Buyer have entered into as well as any acts performed by Marindex.
2. Marindex explicitly dismisses the applicability of the Buyer's general terms and conditions, in whatever form. The Buyer's general terms and conditions shall bind Marindex exclusively if and insofar Marindex has accepted their applicability in writing.
3. Any exceptions to these general terms and conditions shall prevail only if they have been explicitly agreed upon in writing and only for the Agreement in question.
4. The avoidance and/or nullity of any of the stipulations of these general terms and conditions shall not interfere with the validity of the other stipulations.
5. Marindex is authorised to alter these general terms and conditions unilaterally. Marindex is to publish these alterations on its Website no later than within two weeks prior to the effective date thereof.

Article 3 Promotions

1. Marindex's offers and promotions – including pricelists and brochures – are noncommittal and may be revoked with no set form.
2. Marindex shall not be held liable for any errors in – or deviations from – images, drawings and statements of sizes and weights, referred to in the offers, promotions, brochures and/or confirmations of orders.
3. The images, drawings, diagrams, pricelists, offers, etc. presented by Marindex remain property of Marindex. All intellectual property rights in this respect continue to lie with Marindex. Without Marindex's written consent, the Buyer is prohibited from copying, taking over, selling, changing, multiplying and/or disclosing these documents or allowing third parties to access these documents in full or in part. The same applies to the technical data provided by Marindex.

Article 4 Formation of the Agreement

1. The Agreement between Marindex and the Buyer shall come about after the Buyer has ordered an item from Marindex through its website or otherwise. In the event of an online order, the Buyer will receive an automatic confirmation of receipt of the order. If the order has been submitted otherwise, e.g. by telephone or email, Marindex shall confirm the order as well as the formation of the Agreement in writing and without delay, unless the Parties have agreed not to use a written confirmation of the Agreement.
2. The Agreement can only be changed upon Marindex's written consent. All the consequences thereof, including a change of the agreed price, shall be borne by the Buyer.

Article 5 Prices

1. Marindex's prices that are presented on its Website, offers, promotions or commercial statements or the Agreement are exclusive of turnover tax and other levies and also exclude any applicable (import) duties as well as transportation and shipping costs. In principle, the prices mentioned remain valid for 30 days, unless specified otherwise.
2. In addition, prices can be changed prior to or after the formation of the Agreement due to external factors such as increased taxes, excise or import duties, suppliers' prices, freight charges, exchange rates, labour costs and/or social security charges or other charges. Marindex may charge these changes on to the Buyer, however this will be limited to max. 15% increase with respect to the original price.

Article 6 Delivery and shipping costs

1. The delivery times are approximates only. They should not be regarded as strict deadlines.
2. Marindex cannot guarantee to have all Products from its product range available from stock in the quantity requested by the Buyer. If Products are not available from stock or in case they are insufficiently available from stock, these Products shall be ordered and booked on behalf of the Buyer. Once the Products are (sufficiently) available from stock, Marindex will deliver these products upon the delivery of a subsequent order. The Buyer may request earlier shipment, in which case Marindex will charge shipping costs.
3. If, after the conclusion of the Agreement, it turns out that the Products ordered are not available from stock or are insufficiently available from stock, the Buyer may cancel the order by submitting a written statement to Marindex. This statement should reach Marindex at least seven (7) days prior to the delivery of a subsequent order.
4. In the event of Product delivery in the Netherlands, the risk of the Products during transportation shall lie with Marindex. The risk of the Products shall transfer to the Buyer after Marindex has delivered these Products at the address indicated by the Buyer (ground floor).
5. Unless agreed otherwise, the cross-border delivery of Products shall take place pursuant to Incoterms, and specifically based on "Delivered Duty Unpaid." Within this framework the costs and risks of the Products shall lie with Marindex during transportation, with the exception of duties, taxes, any other import levies and the customs formalities required. The Product risk shall transfer to the Buyer after Marindex has delivered these Products at the Buyer's address (ground floor). Insofar as the stipulations of Incoterms are inconsistent with these general terms and conditions, the latter stipulations shall prevail at all times.
6. In case the Parties have agreed to delivery ex works, then the Product risk shall lie with the Buyer once these Products have been packed by Marindex and are ready for shipment. In this case the Buyer is responsible for transportation and other formalities.

7. If the Products delivered represent a total value of less than € 500.00 excluding VAT in the Netherlands and less than € 750.00 excluding VAT in Belgium, shipping costs will be charged, the height of which shall depend on the volume of the Products in question and the costs the transport provider will charge Marindex. Shipping costs are to be charged in the same manner for delivery outside the Netherlands and/or Belgium with a total price of less than € 750.00 excluding VAT. For deliveries outside the Netherlands and/or Belgium the total price of which exceeds € 750.00, the shipping costs shall be the additional costs compared to delivery within the Netherlands.
8. Marindex may suspend Product delivery as long as the Buyer fails to meet his due and payable (payment) obligations towards Marindex.

Article 7 Retention of title

1. Marindex remains the owner of all the Products it has delivered until it has received full payment for all the Products it has delivered or shall deliver to the Buyer, including Marindex's claims concerning any acts it has performed or shall perform within the framework of the Product delivery and the claims Marindex may hold against the Buyer owing to the latter's failure to observe the Agreement(s) with Marindex, including the collection costs, interests and fines.
2. The transfer of product ownership shall take place provided all payments referred to in article 7.1 have been made.
3. If and insofar Marindex did not receive payment of the outstanding claims for which Marindex has reserved the ownership of the Products delivered, Marindex shall be entitled to repossess its Products, without a notice of default or judicial intervention being required, and, insofar necessary, the Buyer irrevocably authorises Marindex to do as such. In this context, the Buyer shall also allow Marindex to access all of the spaces used by the company, without prejudice to Marindex's right to claim damages from the Buyer.
4. The right referred to in article 7.3 also accrues to Marindex upon suspension of payment, application for a moratorium, bankruptcy or liquidation of the Buyer's company.

Article 8 Complaints

1. The Buyer shall carefully inspect the Products upon delivery to identify any defects, incompleteness or damage and he shall notify Marindex within 48 hours, such under penalty of cancellation of rights.
2. In the event of a defect, incompleteness or damage that could not reasonably be identified within 48 hours from the Product delivery, then Marindex may decide not to handle this complaint if the case was not reported to Marindex within seven days of the invoice date.

Article 9 Warranty

1. Marindex warrants the delivered Products in accordance with the warranty clauses of the manufacturer concerned. In the absence of these warranty clauses, Marindex shall warrant the soundness and reliability of the delivered Products for a period of six months, unless in case of careless use, use inconsistent with the user instructions or disproportionately intensive use of the Products by the Buyer and/or third parties for which the Buyer has made these Products available. Upon expiry of the warranty period, any liability and any obligation of Marindex towards the Buyer shall expire.
2. If the defect presented itself during the warranty period and provided it is a direct consequence of the improperly designed construction, the use of improper material or an improper finishing, the defect shall be repaired at no cost. In principle, repairs shall imply the replacement or recovery of the delivered Product or a component thereof, provided the Buyer returns the Product or the component in question to Marindex.
3. If Marindex believes that replacing or repairing the Product shall lead to disproportionately high costs, then Marindex may refund (a proportional part of) the price of the defective Product to the Buyer.

4. If the Buyer repairs or changes the Product at his discretion or has a third party repair or change the Product during the warranty period and without Marindex's prior consent, or in case he fails to meet his payment obligations, then Marindex shall not be obliged to observe any warranty obligations. The Buyer may not refuse payment due to the fact that Marindex has not or has not yet met its warranty obligations or has failed to do so in full.
5. Marindex shall not be held liable for indirect loss, consequential loss, lost savings, or trading loss the Buyer has suffered due to the disruption of business, loss of orders, lost profits, intangible loss, personal injury, no matter how they came about. If Marindex's liability is determined nevertheless and Marindex is obliged to pay damages, then the extent of liability shall be limited to no more than the price (excluding VAT) of the Products delivered or Services rendered that have caused this loss.
6. The Buyer indemnifies Marindex against third-party claims due to the loss referred to in article 9.5, and/or due to loss that presented itself in any manner by using the products delivered to the Buyer.

Article 10 Force majeure

1. Force majeure exists if Marindex cannot reasonably be blamed for failing to observe the Agreement temporarily or permanently. Such is the case if the failure ensues from circumstances beyond Marindex's control and/or through no fault of its own and which do not accrue to it by virtue of the law or social values.
2. Force majeure is at least taken to mean any unforeseen circumstance as a result of which a normal execution of the Agreement is not reasonably possible, and therefore cannot reasonably be expected from Marindex. These circumstances include, but are not limited to, incomplete and/or delayed delivery by the suppliers, unworkable weather conditions, fire, theft, terrorist attacks or similar threats, disrupted power supply, defective machinery or means of transportation, illnesses, strikes, interruptions of work as well as other operational failures.
3. Should these circumstances interfere with the Product delivery, then Marindex, without having to pay damages to the Buyer for any loss suffered due to non-observance, shall have the right to:
 - a. suspend the execution of the Agreement for six months at the most, counting from the date upon which force majeure presented itself;
 - b. fully or partially discontinue the Agreement within this period by presenting a written statement to the Buyer.
4. Insofar as Marindex, upon commencement of the force majeure, has meanwhile met or will meet some of its obligations arising from the Agreement, and the part observed and/or to be observed comes with an independent value, then Marindex may separately invoice the part already observed or to be observed. The Buyer shall pay this invoice as if it were a separate Agreement.

Article 11 Payment

1. A Buyer, upon entering into an Agreement with Marindex for the first time, may be expected to pay in advance for the Products yet to be delivered.
2. Unless explicitly agreed otherwise, payments shall be made within 30 days of the invoice date in the manner stated on the invoice. The invoice shall be submitted forthwith subsequent to Product delivery.
3. The Buyer has no right to suspend payment or settle amounts with any amounts Marindex might owe to the Buyer. Objections against the amounts invoiced, temporary inability to deliver, and/or objections or complaints about the quality of the Products do not allow the Buyer to suspend his payment obligation.

4. If payments are not received on time, then the Buyer shall be in default directly, without a notice of default being required. In that case and as of the expiry date of the invoice, Marindex may charge a monthly interest of 1%, and demand compensation for the loss and (extra)judicial costs incurred. The collection costs amount to 15% of the principal amount of the claim of Marindex, the minimum amount being € 125.00. The Buyer shall also pay all the other costs arising from the collection order, both judicially and extrajudicially, including the costs of bailiffs, authorised representatives, collection agencies, lawyers and court fees.
5. If the Buyer fails to pay one or several invoices twice and has been summoned by Marindex in writing, payment in advance might become obligatory for future orders, meaning payment prior to Product delivery.

Article 12 Buyer's shortcoming

1. If the Buyer fails to meet one or several obligations towards Marindex, if the Buyer has been declared bankrupt, applies for a moratorium, the judicial debt rescheduling scheme for natural persons is applicable, winds up (part of) or discontinues his business activities or in case (some of) his assets are seized, then Marindex shall be entitled to terminate the Agreement or the part thereof that has not yet been executed, in writing and with immediate effect, without any judicial intervention being required. It may also repossess the delivered yet unpaid Products by virtue of article 7 of these general terms and conditions, notwithstanding its right to compensation of the costs incurred, loss and interest.
2. If the Buyer fails to meet one of his obligations within the agreed term, then the Buyer shall be in default by the mere expiry of that term, without notice of default being required.

Article 13 Disputes

All disputes arising from or related to an Agreement between Marindex and the Buyer shall only be submitted to the competent court in The Hague.

Article 14 Applicable law

These general terms and conditions, the Agreements concluded by Marindex or acts performed by Marindex are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.