



or to sell/deliver the Products to third parties, until it has fulfilled all its obligations towards the Contractor. If the Principal delivers products that are subject to the Contractor's retention of title to a third party it must inform that third party of that retention of title.

14.6 The Principal will immediately inform the Contractor of any attachment of the Products supplied under the Agreement, and of any bankruptcy or petition for a suspension of payments on its part.

14.7 The Principal will be required immediately to inform the bailiff levying the attachment, the trustee or the administrator of the retention of title made by the Contractor.

14.8 In the event of full or partial damage to or loss of the Products supplied by the Contractor, due to any cause whatsoever, before the Principal has fulfilled its obligations arising from the Agreement, the Principal will transfer its rights towards the insurers to the Contractor up to the amounts then payable to the Contractor by the Principal, increased by interest and costs.

15 Right of retention

15.1 If at the Principal's instructions the Contractor performs repair work that does not come under the warranty provisions, and/or maintenance work, the Contractor will have the right to suspend the fulfilment of the obligation to surrender the Product until the costs of repair and/or maintenance have been paid.

16 Intellectual property

16.1 All (possible) intellectual property rights, including but not limited to patent, drawing, design, trademark and database rights and copyrights, that arise from the Agreement and/or apply to the Products, will be vested in the Contractor. Insofar as such a right can be obtained only by means of a filing or registration, only the Contractor will be entitled to do so.

16.2 Notwithstanding the provisions of the preceding paragraph, in particular the copyrights regarding the Products will be vested in the Contractor if the Principal or a third party, without any written transfer of copyrights, makes the Products public as originating from it or has them made public in the manner described in Article 8 of the *Auteurswet 1912* (1912 Copyrights Act).

16.3 Unless otherwise agreed in writing, the Contractor may at any time state his name on or remove his name from the Products (or cause the same to be done) in the customary manner and the Principal will not be permitted without prior permission to make the Products public (or cause the same to be done) without stating the Contractor's name, within the meaning of Articles 12 of the Copyright Act.

16.4 If the Contractor so desires, the Products must bear the © symbol, stating the Contractor's name and the year of first publication, or the year and/or number of the design registration.

16.5 The Contractor will have the right to protect or secure the Products (or to cause the same to be done) by means of technical or other facilities or measures. The Principal will not be permitted to circumvent, avoid or remove those technical facilities or measures made by the Contractor or for its benefit (or to cause the same to be done).

16.6 The working drawings, illustrations, prototypes, designs, design sketches, films and other materials and electronic or other files are and will remain the Contractor's property, irrespective of whether they have been made available to the Principal or to third parties.

16.7 Without the Contractor's express prior written consent, the Principal will not be permitted to make any changes, in any manner whatsoever, in or on the Products and/or their packaging. If the Products are delivered to third parties, they must be delivered in exactly the same condition as that in which they were delivered by the Contractor.

17 Confidentiality

17.1 The Parties will be required to observe confidentiality in respect of all confidential information that they have received from each other or from another source in the context of their Agreement. Information is confidential if that has been stated by the other Party or if that arises from the nature of the information. All technical and cost-specific information regarding the Products will be regarded as confidential without exception.

17.2 If a Party is required pursuant to a statutory provision or a court ruling to provide confidential information to third parties designated by law or by the competent court and in that context cannot invoke a statutory right or a right to refuse to give evidence acknowledged or allowed by the competent court, that Party will not be required to pay any damages or compensation and the other Party will not be entitled to dissolve the Agreement on the grounds of any resulting damage.

18 Disputes

18.1 These General Conditions, all Offers and Assignments and all other Agreements concluded between the Parties will be governed by Dutch law, irrespective of the Principal's domicile and/or nationality and irrespective of the place of delivery of the Products.

18.2 The Court of Amsterdam, the Netherlands, will have exclusive jurisdiction to hear and decide on any disputes arising from these General Conditions and/or Offers and/or Assignments and/or other Agreements concluded between the Parties.

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Van der Steenhoven advocaten, Amsterdam

General Conditions of danskina B.V., a private limited liability company, having its registered office and maintaining a place of business in Amsterdam, the Netherlands, filed on 1 May 2009 with the Chamber of Commerce of Amsterdam, under number 33206858.

1 Definitions

- 1.1 In these General Conditions the terms listed below have the following meaning, unless otherwise expressly stated:
 - a. **Contractor:** Danskina B.V., a private limited liability company, having its registered office and a business address in the Netherlands at Cruquiusweg 111-m, (1019 AG) Amsterdam;
 - b. **Principal:** the party that gives the Contractor the Assignment for the supply of Products;
 - c. **Assignment:** the request from the Principal to the Contractor to supply Products against payment;
 - d. **Product:** the object, of any nature whatsoever, that is produced and/or supplied by the Contractor in the context of the Assignment, either directly or indirectly, all of this in the broadest sense of the word;
 - e. **Offer:** an offer from the Contractor to the Principal to supply Products;
 - f. **Agreement:** the rights and obligations of the Contractor and the Principal arising from the Offer and the Assignment, as confirmed by the Contractor in writing;
 - g. **Party/Parties:** the Contractor and/or the Principal; and
 - h. **Shading:** the generally known and frequently used term in the interior design sector referring to the phenomenon that a certain part or certain parts of a rug or carpet has darker and/or lighter colours than the surrounding part, for instance due to the pile of the rug or carpet laying or coming to lay in different directions.

2 General

- 2.1 These General Conditions apply to all Offers, Assignments and Agreements between the Contractor and the Principal, except insofar as the Parties have expressly departed from these General Conditions in writing.
- 2.2 These General Conditions also apply to all Agreements between the Contractor and the Principal in the performance of which the Contractor uses the services of third parties.
- 2.3 Any additions to or departures from these General Conditions will be valid only if expressly agreed in writing.
- 2.4 The applicability of any conditions of the Principal is expressly excluded.
- 2.5 If one or more of the provisions of these Gen-

eral Conditions is/are void or is/are declared void, the other provisions of these General Conditions will continue to apply. The Contractor and the Principal will agree on new provisions to replace the provisions that are void or that have been declared void, whereby the purpose and scope of the original provisions will be observed.

3 Offers and Assignments

- 3.1 All Offers from the Contractor will be without commitment, unless otherwise expressly stated in the Offer.
- 3.2 All information provided in the Offer, including but not limited to the information contained in catalogues, pictures, drawings and standardisation sheets, is provided by the Contractor to the best of its knowledge and ability, but without the Principal being able to base any rights on that information. The Principal is aware that the information provides a general impression of the Products offered.
- 3.3 Prices and offers referred to in the Offer will not automatically apply to future Assignments.
- 3.4 Irrespective of whether an Offer specifies a term for acceptance, the Contractor will have the right to revoke the Offer within five (5) working days after receipt of the acceptance by the Principal.
- 3.5 Offers must be accepted by the Principal in writing. If the Principal fails to do so, but nevertheless agrees to the commencement of the performance of the Offer by the Contractor, the content of the Offer will be deemed to have been agreed on.
- 3.6 The Principal undertakes prior to the Assignment to investigate whether the Product to be supplied is suitable for the intended purpose. The same duty to investigate will apply to the information regarding the composition of the Product (or parts of the Product) and its/their applications. Any advice given by the Contractor will in no event release the Principal from that obligation.
- 3.7 The Principal will be bound by and upon the Assignment being given.
- 3.8 Cancellation of all or part of the Assignment by the Principal must take place in writing no later than five (5) workdays after the date of confirmation of the Assignment by the Contractor. All costs already incurred at that time by the Contractor in the context of the Assignment and/or costs to which the Contractor has committed itself in that context, as well as the profit lost by the Contractor as a result of the cancellation, will be payable by the Principal, subject to a minimum of

- 10% (ten percent) of the agreed price and increased by the loss incurred by the Contractor as a result of the cancellation.
- 3.9 If a natural person gives an Assignment to the Contractor on behalf of the Principal or for its account, he or she declares by signing the Offer and/or the Assignment that he or she is authorised to do so. That person will be jointly and severally liable in addition to the Principal for all the obligations arising from the Assignment.
- 3.10 All agreements concluded by persons employed at or by the Contractor will be binding on the Contractor only after they have been confirmed in writing by the Board of Directors and/or by persons with representative powers at the Contractor, and after receipt by the Contractor of all the information and goods required for the performance of the Agreement.
- 3.11 Only what has been accepted as such in writing by the Contractor will be regarded as an Assignment. Written confirmation of an Assignment from the Contractor together with these General Conditions will constitute the entire Agreement between the Parties. Any further oral agreements and conditions will not be binding on the Contractor until they have been confirmed by the Contractor in writing.
- 3.12 If the Assignment differs – whether or not on minor points – from the Offer, the Contractor will not be bound by the Assignment. In that case the Agreement will not be concluded in accordance with that differing Assignment, unless the Contractor states otherwise in writing.
- 3.13 The Contractor will use its best endeavours to perform the Assignment properly, to promote the Principal's interests to the best of its ability and to aim for an outcome that is usable for the Principal.
- 3.14 Any advice given by the Contractor will be given to the best of its knowledge. However, the Contractor does not accept any liability for advice given orally and/or in writing.
- 3.15 The Principal must ensure that all the information of which the Contractor states that it is necessary or which the Principal should reasonably understand to be necessary for the performance of the Agreement is provided to the Contractor in time. If the information required for the performance of the Agreement has not been provided to the Contractor in time, the Contractor will have the right to suspend the performance of the Agreement and/or to charge the extra costs arising from the delay to the Principal in accordance with the rates applied.

4	Price and costs	Delivery will be deemed to have taken place the moment the Product has been made available to the Principal, at which moment the risk will pass to the Principal. The risk and all the costs involved in the transport will be payable by the Contractor, unless otherwise agreed in writing.	or more third parties at the Principal's request or with the Principal's permission, the Contractor will be deemed to have been expressly authorised by the Principal to act as a legal representative of the Principal in the relationship between the Contractor and the third party or third parties, unless otherwise expressly agreed in writing. Agreements to be concluded with that third party or those third parties by the Contractor on behalf of the Principal will be deemed to have been directly concluded between the Principal and that third party or those third parties. The Contractor does not accept any liability in that context, by any name and in any form whatsoever. The Contractor will receive reasonable compensation from the Principal for the Contractor's work in this context.	9.10	The Principal will provide the Contractor with all the information that the Contractor considers necessary and relevant regarding the circumstances in which the defect occurred. The Parties acknowledge that not all defects can be repaired.	due to the Principal, subordinates of the Principal and/or third parties engaged by the Principal in connection with the performance of the Agreement.	13	Payment and collection	
4.1	The prices in the Offers will be denominated in euros, will be exclusive of VAT and other government charges and will be exclusive of any expenses to be incurred in the context of the Agreement, including but not limited to the costs of travel, delivery, research and administration.	7.2	Delivery outside the Netherlands will be Ex Works (EXW) Incoterms 1990, unless one of the other Incoterms of the International Chamber of Commerce (ICC), Edition 1990, has been agreed on in writing. The Products will be deemed to have been delivered as soon as they have left the offices and/or warehouses of the Contractor or of the Contractor's supplier.	8.3	If third parties who are engaged in connection with the performance of the Assignment limit their liability, the Contractor will have the right to accept such limitations of liability also on behalf of the Principal.	11.3	The Principal indemnifies the Contractor in particular against any and all claims from third parties regarding portrait rights and/or intellectual property rights in respect of data or material provided by the Principal that are used in the performance of the Assignment.	13.1	All payments must be received by the Contractor within 30 (thirty) days of the invoice date, unless otherwise agreed in writing.
4.2	A composite Offer will not obligate the Contractor to perform part of the Offer for a corresponding part of the specified price.	7.3	Delivery to a third party will be possible at the Principal's express written request.	9	Warranty and complaints	11.4	If the Principal provides the Contractor with data carriers, digital data files or software, the Principal guarantees that the data carriers, digital data files or software are free from any viruses and defects.	13.2	If at the end of that period the Contractor has not yet received full payment, the Principal will be in default by operation of law and will owe interest equal to the statutory interest.
5	Timetable	7.4	The Contractor may arrange for transport of the Product at the Principal's request. In that case the time, the manner of transport and the transport route will be at the Contractor's option, unless the Contractor has accepted in writing other instructions from the Principal on that point. The Contractor will take out transport insurance only at the Principal's express request. All costs related to that insurance will be payable by the Principal.	9.1	The Principal must inspect the Product immediately after delivery for any defects.	12	Suspension and dissolution	13.3	The Contractor will have the right at the start of the Agreement to demand full or partial payment in advance of the total agreed amount. In that case the Contractor will not commence the performance of the Agreement until the Principal has made that down payment.
5.1	If the Contractor has stated a term for performance in the Offer or in the Agreement, that term will be indicative only and may not be regarded as being of the essence, unless that has expressly been agreed.	7.5	Any delivery terms specified by the Contractor will be approximate and without any commitment, unless the Contractor expressly guarantees a specific delivery term in writing.	9.2	The Contractor will give a warranty of twelve (12) months on the Product, on the conditions set out below, commencing on the date of their delivery, unless the Contractor sets a different term in writing upon the conclusion of the Agreement.	12.1	The Contractor will have the right to suspend or cease the further performance of the Agreement if the Principal in any way fails to fulfil its payment obligation(s) and/or fails to make the required down payment.	13.4	In the event of payment by bank or giro, the date of crediting of the Contractor's bank or giro account will be regarded as the date of payment.
5.2	The mere exceeding by the Contractor of the term for performance of the Agreement may not be regarded as breach of contract by the Contractor and will not entitle the Principal to any damages, dissolution of the agreement or non-fulfilment or suspension of any obligation towards the Contractor.	7.6	Late delivery will not obligate the Contractor to pay any damages, nor will it entitle the Principal to suspend the fulfilment of its obligations towards the Contractor.	9.3	Any defects of the Product that manifest themselves to the Principal within that term will be repaired free of charge by the Contractor with due observance of the provisions of Article 9.4 to 9.10.	12.2	Suspension and/or cessation by the Contractor as described in paragraph 1 of this Article will be without prejudice to the Principal's payment obligation(s). The consequences of suspension and/or cessation will be entirely for the Principal's account an risk.	13.5	All costs incurred by the Contractor, such as costs of legal proceedings and judicial and extrajudicial costs, including the costs of legal assistance, bailiffs and collection agencies, incurred in connection with late payment, will be payable by the Principal. The extrajudicial costs are set at at least 15% of the invoice amount, subject to a minimum of € 500,- (five hundred euros), without prejudice to the Contractor's right to claim the actual costs if those costs are higher.
5.3	The Contractor will inform the Principal in writing of the period by which the term will be exceeded, if and as soon as that is foreseeable, while setting a new indicative term for performance of the Agreement. The maximum extension period will be the same as the first period.	7.7	If a guaranteed delivery term is exceeded, the Principal may dissolve the Agreement only after it has ordered the Contractor by registered letter to deliver after all within ten (10) working days after the demand letter.	9.4	Warranty provisions will apply only if the Products supplied are used in accordance with their intended use. Injudicious use of or inadequate care for the Product by the Principal and/or any third party to whom the Principal supplies the Product will preclude any right of complaint and will result in lapse of the warranty and other guarantees.	12.3	In the event of breach on the part of the Principal in the fulfilment of one of its obligations under the Agreement concluded with the Contractor, the Contractor will give the Principal written notice of default and will set a reasonable period within which the Principal may fulfil its obligation after all.	13.6	In the event of liquidation, bankruptcy, inclusion of the Principal in the statutory debt rescheduling arrangement under the <i>Wet Schuldsanering Natuurlijke Personen</i> (Natural Persons Debt Rescheduling Act) or a foreign equivalent of that Act, attachment of the Products and/or property or goods of the Principal, or suspension of payment on the part of the Principal, the Contractor's claims against the Principal will fall due immediately.
5.4	If the Contractor exceeds the term for a second time, the Contractor and the Principal will consult again. The second exceeding of the term referred to here will not give the Principal the right to claim any damages, but only to dissolve the Agreement, provided that the Contractor is to blame for the exceeding of the term. If both Parties so wish, the Contractor will submit a new Offer to the Principal.	7.8	The delivery terms will be extended in the event that and by the period in which delivery is impossible due to an event of force majeure or a cause for which the Principal or a third party is to blame. The delivery terms will in any event, but not exclusively, be extended automatically by the period(s) during which:	9.5	The Principal cannot derive the rights to refuse to take delivery or any right to replacement, repair or damages from any discoloration of textile or fibres that is unavoidable from a technical perspective or that is generally accepted in trading practice, or from minor deviations of another nature, such as minor changes in the construction and/or dimensions that do not essentially change the appearance of the Product in relation to the Offer and/or drawing and/or in the event of subsequent orders. A deviation up to 2% (two percent) in the construction, including but not limited to the pile height and the pile setting (density), and/or in the measurements of the Product will in any event be regarded as a minor change.	12.4	If the Principal is in breach of performance also within that period, the Contractor will have the right to dissolve the Agreement in whole or in part, all of this without prejudice to the Contractor's statutory right to claim compensation of the loss incurred.	13.7	If the Principal's financial position deteriorates after the conclusion of the Agreement but before the supply of the Products by the Contractor, and the Contractor can reasonably foresee that such deterioration will jeopardise the fulfilment of the obligations by the Principal, the Contractor will have the right to suspend the supply or to demand an amendment to the payment conditions.
5.5	If the Principal has already paid the Contractor the price due in whole or in part before dissolution of the Agreement, the Contractor will repay the amount in question to the Principal, unless it is agreed that the amount will be set off.	7.9	In the event of return shipments for any reason whatsoever, the costs involved will be payable by the Principal and the Products will be transported at its risk, unless otherwise agreed. Only after actual receipt of the Products by the Contractor will the return shipment have been completed.	9.6	The Principal is aware that Shading may occur without the Contractor being able to avoid it in any way. No warranty or right of complaint will apply to such a complaint.	12.5	A shortcoming cannot be held against a Party if it is due to a circumstance for which it is not to blame and that is not for its account by law or pursuant to a legal act or generally accepted principle.	13.8	Payments will first be deducted from the costs, then from the interest due and finally from the principal sum and the interest then remaining.
6	Amendment of the Agreement	7.10	If the Principal fails to take delivery of the Products ordered after the agreed delivery term, or if the Contractor is unable to deliver the Products or to do so in time due to circumstances beyond its control and through no fault of its own, the Contractor will store the products, after which they will be at the Principal's disposal as such. The costs of storage and the freight charges (whether or not additional) and other costs and expenses will be for the Principal's account and risk.	9.7	Complaints regarding the quality of Products supplied by the Contractor must be made known to the Contractor by the Principal in writing, failing which the Contractor will be deemed to have delivered the Products to the Principal entirely in accordance with the Contractor's obligations.	12.6	Either of the Parties may dissolve the Agreement in whole or in part in writing, without any notice of default, with immediate effect, if the other Party – whether or not provisionally – is granted a suspension of payment, if a petition in bankruptcy is filed in respect of the other Party or if the other Party's business is liquidated or terminated otherwise than for a restart or a merger of businesses. The Contractor will in no event be required on the grounds of dissolution pursuant to this paragraph to refund any moneys already received or to pay any damages.	13.9	The Principal will owe the purchase price even if the Products are lost or if their value is reduced due to an event of force majeure on the part of the Contractor.
6.1	If it becomes apparent during the performance of the Agreement that proper performance of the Agreement requires amendments or additions to the Agreement, the Parties will amend the Agreement accordingly in a timely manner in consultation.	7.11	If at the Principal's request the Products already paid for by the Principal are stored (whether or not temporarily) by the Contractor, the Contractor will have the right to charge a fee yet to be agreed on.	9.8	The following terms will apply to the written notification by the Principal:	12.7	If the Principal at the moment of the dissolution as referred to in Article 12.6 has already received Products in the performance of the Agreement, those Products and the related payment obligation will not be the subject of reversal, unless the Principal proves that the Contractor is in default in respect of those Products. Any amounts that the Contractor has invoiced prior to the dissolution in connection with what it has already performed or delivered in the performance of the Agreement will remain payable in full with due observance of the provisions of the preceding sentence and will fall due immediately at the moment of dissolution.	14	Retention of title
6.2	If the Parties agree that the Agreement will be amended or supplemented, the agreed timetable may be exceeded through no fault of the Contractor. The Contractor will inform the Principal accordingly as soon as possible. The provisions of Article 5.4 and 5.5 of these General Conditions will not apply in the case referred to here.	8	Third parties engaged in the performance of the Agreement	9.9	If a complaint has been filed in a timely and correct manner, the Contractor will investigate the defects reported and will repair them to the best of its ability and as soon as possible, provided that they fall within the warranty period specified in Article 9.2 of these General Conditions.	12.8	The Contractor reserves the right to dissolve the agreement in whole or in part in the event of such changes of circumstances that it can no longer reasonably be required to perform, or performance would involve risks under criminal law. In such cases the Contractor will inform the Principal of the dissolution in writing. The Principal will then not have the right to claim any damages.	14.1	The Products supplied by the Contractor will remain the Contractor's property until the moment of full payment by the Principal of any and all amounts that it owes the Contractor. The entire risk in the Products will be borne by the Principal as from the moment of delivery.
6.3	Unilateral amendments to the agreement by the Principal will not be binding on the Contractor until the latter has accepted the amendments in writing.	8.1	The Contractor will have the right to engage third parties in the performance of the Assignment, whether or not at the Principal's request or with the Principal's permission.			12.9	In the event of full or partial dissolution of the Agreement by the Principal, all the costs incurred by the Contractor directly or indirectly in the context of the Agreement will be charged to the Principal in full, increased by the costs involved in the dissolution.	14.2	The Principal must reimburse to the Contractor all the costs that the Contractor must incur in having its ownership right acknowledged and maintained, including the costs of legal assistance on the part of the Contractor.
6.4	Any additional costs resulting from amendments or additions to the Agreement will be payable by the Principal.	8.2	If the Contractor contracts the performance of the Assignment in whole or in part to one			11	Indemnification	14.3	The Contractor will have the right to take back the Products if it may reasonably be assumed that the Principal will be unable to fulfil its obligations. The above will be without prejudice to the Contractor's other rights arising from the breach in the performance by the Principal, including but not limited to damages.
6.5	If the Principal makes such amendments during the performance of the Agreement that, in the Contractor's opinion, the Agreement can no longer be performed or is not or no longer suitable for the agreed purpose of the Agreement, the Contractor may dissolve the Agreement prematurely at any stage without owing any damages on that ground.					11.1	The Principal indemnifies the Contractor against any third-party claims regarding the Products supplied by the Contractor, unless otherwise apparent from these General Conditions.	14.4	The Principal will be required to insure the risk of fire, theft and other damage to the Products that have not or not yet been paid for or paid for in full, and to provide evidence of such insurance at the Contractor's request.
6.6	The dissolution (referred to in Article 6.5) will be without prejudice to the Principal's obligation to pay the Contractor all the costs incurred until the moment of the premature termination, as well as the costs resulting from the premature termination.					11.2	The Principal indemnifies the Contractor against any claims from third parties who incur loss in connection with the performance of the Agreement if and insofar as the loss is	14.5	The Principal will not have the right to encumber the Products with any right, including but not limited to a pledge or mortgage,
7	Delivery of Products								
7.1	Delivery within the Netherlands will be carriage paid, unless otherwise agreed in writing.								