

General Terms and Conditions of Imagebuilders B.V., with its registered office and principal place of business in (7333 PA) Apeldoorn, Paramariboweg 17.

I. Applicability of the Terms and Conditions

These general terms and conditions are applicable to every offer and agreement between Imagebuilders b.v. (hereinafter referred to as “Imagebuilders”) and its contracting party (hereinafter referred to as the “other party”). Imagebuilders is engaged in interior construction in a broad sense and for several, which is mentioned on its website (hereinafter called “the work”). As part of the work, Imagebuilders in general also provides products to the other party. These general terms and conditions have been placed on its website www.imagebuilders.nl by Imagebuilders.

- 1.2. In these General Terms and Conditions, the “Other Party” means: the (legal) person or company which enters into or has concluded or wishes to conclude an agreement with Imagebuilders with reference to these General Terms and Conditions.
- 1.3 In case the Other Party has previously done business with Imagebuilders and the General Terms and Conditions of Imagebuilders were applicable to that agreement, the Other Party is deemed to know the content of these General Terms and Conditions in following agreements.
- 1.4 General Terms and Conditions used by the Other Party are not applicable, unless the Other Party explicitly rejects the General Terms and Conditions of Imagebuilders, stating that it will use its own terms and conditions instead, and Imagebuilders explicitly agreed to it.
- 1.5 In the event of contrariety between the texts of the offers and/or the agreement(s) of Imagebuilders and its General Terms and Conditions, the texts of its offers and/or agreement(s) prevail(s).
- 1.6 Stipulations varying from these General Terms and Conditions or a part of it are only valid if they are recorded in writing and signed by both Parties.
- 1.7 In case the court has determined that one or more provisions from this Agreement is/are unreasonably burdening, the provision in question must be interpreted in the light of the other provisions of this Agreement in such way that the provision may be invoked in all reasonableness by Imagebuilders with respect to the Other Party. The condition that the court has determined that one or more provisions from this Agreement is/are unreasonably burdening leaves the effect of the other provisions unimpaired.
- 1.8 The General Terms and Conditions may at any time be amended by Imagebuilders. The most recent (amended) General Terms and Conditions, which are mentioned on the website of Imagebuilders (www.imagebuilders.nl), are applicable between Imagebuilders and the Other Party.

II. Offers, Quotations and Formation of Agreements

- 2.1 Unless otherwise stated in writing, the offers and quotations are without obligations. An offer of Imagebuilders is valid for 14 days after its date and Imagebuilders has the right to revoke, withdraw or amend its offer within these 14 days, unless indicated otherwise.
- 2.2 If Imagebuilders made an offer to the Other Party, an agreement between it and the Other Party will only be arranged by unconditional acceptance of the offer of Imagebuilders by the

Other Party or by the implementation of the Work by Imagebuilders. Only the offer of Imagebuilders or its invoice for the implementation of the Work are deemed to reflect the content of the agreement correctly.

- 2.3 In case Imagebuilders did not make an offer, an agreement is only concluded by written acceptance or implementation of the Work by Imagebuilders. Only the written acceptance of the Work by Imagebuilders or its invoice for the implementation of the Work shall be deemed to describe the content of the agreement correctly.
- 2.4 An order confirmation sent by Imagebuilders to the Other Party is deemed to describe the contents of the concluded agreement accurate and complete. The Other Party is deemed to agree with the contents of the order confirmation, unless it notifies Imagebuilders in writing within four days after the date of the order confirmation that it cannot agree to the contents.
- 2.5 The images, dimension and weights shown by Imagebuilders in its prospectus, websites and other printed matter only provide an impression and/or indication of the Work/the product, from which the Other Party cannot derive any rights. Omissions in an offer, in the context of an offer for work carried out by Imagebuilders and general information not exclusively directed to the Other Party do also not bind Imagebuilders.

III. Implementation of the Agreement

- 3.1 Imagebuilders implements the agreement to the best of its abilities. Imagebuilders, ensures that the services it provides meets all that has been agreed upon by the Parties and the generally accepted standards and qualifications which may be set to it for normal use (in social and economic life).
- 3.2 Nevertheless, the other Party must realize - the Other Party declares to be aware of it - that Imagebuilders, in the context of the Work performed by it, uses products which, among other things, may to a small extent vary in color, flames or wood (venation) finish, irregularities (typical of this natural product), dimensions and workmanship from (earlier) received samples based on which the Other Party concluded an agreement with Imagebuilders. The Other Party accepts these possible minor differences and does not have the right to cancel and/or (in whole or in part) terminate and/or otherwise end the Agreement with Imagebuilders for this reason.
- 3.3 If and to the extent Imagebuilders considers it necessary for a proper implementation of the Agreement, Imagebuilders reserves the right to have certain work performed by persons appointed by Imagebuilders, among them third parties. The applicability of the Sections 7:404 and 7:407 Paragraph 2 of the Dutch Civil Code is excluded.
- 3.4 Imagebuilders reserves the right to make changes to the Work, to the extent that this does not substantially alter the Work.
- 3.5 The Other Party:
 - ensures that all information, of which Imagebuilders indicates that it is necessary or of which the Other Party reasonably should know that it is necessary for the implementation of the Work, is provided in an accurate and complete way to Imagebuilders;
 - must grant Imagebuilders unhindered access to the place where the Work, delivery or mounting takes place, where this place must have the possibility to fully close it, must be fully dry, flat, level and swept clean, must have electricity, light, water, and, if necessary, heating

and sanitary facilities (in the vicinity) and must have the right relative humidity and temperature.

If these requirements are not met, Imagebuilders reserves the right to suspend the performance if the Work and/or charge the Other Party with the costs resulting from the delay in persuasion of the prices agreed upon with the Other Party, or, if there is no agreement on prices, according to regular prices.

- 3.6 If it is agreed that the Agreement will be implemented in stages, Imagebuilders may suspend the implementation of the parts that belong to a following stage, until the Other Party has approved the results of the previous stage in writing.
- 3.7 The products that are needed for the performance of the Work are packed carefully and properly by Imagebuilders or a third party called in by Imagebuilders and sent to the Other Party. If a product must be returned to the supplier, the Other Party ensures that the product is again carefully and properly packed, as far as possible in the same packaging material.

IV. (Term of) Delivery

- 4.1 Unless otherwise agreed in writing and without prejudice to other provisions in these Terms and Conditions, the delivery of the products takes place from the warehouse of Imagebuilders in Apeldoorn.
Starting from the moment the Other Party fails to take the products in possession (at the agreed time), the products to be delivered by Imagebuilders are at the Other Party's risk.
- 4.2 The delivery term only starts after Imagebuilders received all information which is necessary for the delivery from the Other Party.
- 4.3 Unless explicitly agreed upon otherwise delivery term specified by Imagebuilders for the performance of the Work is always approximate only and is not a strict term. Exceeding this term does not give the Other Party the right to terminate this Agreement, unless the failure to meet the delivery date is such, that according to requirements of reasonableness and fairness the Other Party may no longer be required to continue this Agreement. If the Other Party terminates the Agreement, Imagebuilders has obligation to pay compensation for any damage suffered from the Other Party in the matter.
- 4.4 In case of failure to deliver in time, Imagebuilders must be put into default by the Other Party and a term of at least 21 days must be granted in order to fulfill the obligations at a later date, unless reasonableness and fairness require a longer term under the give circumstances.
- 4.5 Every partial delivery is regarded as a separate delivery and is accordingly treated with all legal effects involved attached thereto.
- 4.6 Imagebuilders is not responsible for the storage of the products. If the Other Party does not take the products in possession at the agreed time, Imagebuilders will store these products at the risk and expense of the Other Party. All costs included, such as storage costs and internal transport costs are at the expense of the Other Party.

V. Prices

- 5.1 Unless explicitly agreed upon otherwise in writing, all prices mentioned by Imagebuilders are excluding VAT.



- 5.2 The prices mentioned by Imagebuilders are (partly) based on the cost factors that are applicable at the time of the formation of the Agreement.
- 5.3 Unless otherwise agreed in writing, Imagebuilders reserves the right to change prices. The Other Party has the right to terminate this Agreement by a written statement if the price increase is more than 10%. The termination must take place immediately after the Other Party takes note of the price increase. If indexation is agreed upon, the prices mentioned by Imagebuilders are amended against and in accordance with the amendments of the price index of the household consumption published by the CBS (Statistics Netherlands).
- 5.4 Unless otherwise agreed in writing, the price of the offers/agreements does not include:
- grounding, pile-driving, demolition, founding, bricking, woodwork, plastering, painting, wallpapering, repairs or other constructional work of any nature, or the costs of connection to the sewers, gas, water or the electricity network, the levelling and cleaning of floors, walls, ceilings, or the cleaning of other things not being the goods to be delivered.
 - assistance in moving those parts which may not be handles by Imagebuilders itself and the lifting gear and devices involved in it.
- 5.5 If a price increase is caused by a legal provision or other government measure, Imagebuilders has the right to charge this on to the Other Party, even if a fixed price was agreed upon, where this does not lead to the power of termination of the Other Party.

VI. Payment

- 6.1 Unless explicitly agreed upon otherwise in writing, payment of the invoices of Imagebuilders by the Other Party must take place within 14 days after receiving them.
- 6.2 If Imagebuilders is granted authorization for a credit insurance for the Other Party, delivery is done on account limited to the maximum amount which is stated by the credit insurer as the limit. The payment is based on instalment invoicing. If nothing else is agreed upon, the invoicing will take place as follows:
- 50% on the formation of the contract;
 - 35% before the start of the delivery;
 - 15% after delivery
- When exceeding this term without full (partial) payment taking place, the Other Party is in default by operation of law, and shall owe default interest equal to the statutory interest rate applicable in the relationship of the Parties plus 1%.
- 6.3 In case of a payment to the bank account of Imagebuilders, the crediting day applies as the payment day.
- 6.4 Payment must be made without discount or setoff.
- 6.5 In case the Parties agreed to apply an hourly rate, the hours worked must be sufficiently specified at the invoice.
- 6.6 If both Parties have agreed to carry out the assignment against unit price, the amount of work units must be specified at the invoice.

- 6.7 If the Parties have agreed upon a contract price, hours or units do not have to be specified in details, unless Imagebuilders exceeds the amount or number of hours mentioned in the quotation.
- 6.8 If Imagebuilders takes collection measures against the Other Party which is in default, these costs incurred in the collection, with a minimum of 15% of the outstanding amount are at the expense of the Other Party. Extrajudicial collection costs are also due if only one single reminder is sent.
- 6.9 All legal costs made by Imagebuilders, which Imagebuilders has to make for the implementation of its rights with relation to the Agreement between Imagebuilders and the Other Party, are at the expense of the Other Party, unless they are unreasonably high.
- 6.10 Payments made by the Other Party will always serve to settle all interest due, damage or loss and costs and subsequently those invoices which have been outstanding for the longest time, even if the other party states that the payment relates to an invoice named by the Other Party.

VII. Cancellation, Amendment and Termination of the Agreement

- 7.1 If the Other Party cancels an agreement concluded with Imagebuilders, the Other Party is liable for the cancellation costs to the amount of the total costs made in this context by Imagebuilders.
- 7.2 In case the Other Party does not fulfill or does not fulfill in time one of its obligations of an agreement concluded with Imagebuilders, Imagebuilders has the right to terminate this agreement or all agreements concluded with the Other Party by one single written notification and without notice of default, without prejudice to the rights of Imagebuilders, especially the right to full compensation, including the costs in and out of court.
- 7.3 Imagebuilders reserves the right to terminate the full agreement or part of the agreement, after which the amount receivable from the Other Party may immediately be claimed by Imagebuilders 1) in case Imagebuilders after concluding the Agreement learns about circumstances that form good reasons for Imagebuilders to fear that the Other Party will not fulfill its obligations against Imagebuilders, 2) in case of bankruptcy, liquidation or suspension of payment, an application under the Debt Restructuring (Natural Persons) Act (WSNP) or Court Approval of a Private Composition (Prevention of Insolvency) Act (WVWA) and death of the Other Party, and 3) the Other Party is in default and does not fulfill its obligations following from the Agreement.
- 7.4 If Imagebuilders from the obtained information or otherwise learns that the Other Party is no (longer) creditworthy for the amount of the actual transaction, Imagebuilders may choose to only deliver the products against cash payment, request payment in advance or terminate the Agreement.
- 7.5 In case it becomes evident during the performance of the Work that it is necessary to change or amend the Work (more/less work), the Parties shall adjust the Work in time and under mutual agreement amend the Agreement accordingly.
- 7.6 If the Parties agree to alter the Agreement or to add further stipulations to it (more/less work), this may influence the time of completing the performance of the Work. In case of a change in the time of completion, Imagebuilders will inform the Other Party as soon as possible.



- 7.7 If these additions or amendments (more/less work) to the Agreement has financial and/or qualitative consequences, Imagebuilders will inform the Other Party in advance. If a fixed fee was agreed upon, Imagebuilders will indicate to what extent the amendment or supplement of the Agreement will result in this fee being exceeded.
- 7.8 The Agreement is completed if:
- Imagebuilders informed the Other Party orally or in writing that the Agreement is completed and the Other Party did not challenge this within eight days after the notification mentioned above;
 - by putting the work/ produced products into operation of Imagebuilders by the Other Party, provided that putting part of the Work/a product/work into operation, this part is regarded as delivered.

VIII. Retention of Title

- 8.1 Products delivered to the Other Party in the context of the Work remain property of Imagebuilders until all amounts due are completely paid by the Other Party.
- 8.2 Products delivered to the Other Party by Imagebuilders which pursuant to the foregoing paragraph fall under the retention of title, may only be resold by the Other Party in the context of normal business operations. However, in case of bankruptcy or suspension of payment or an application in the context of the Court Approval of a Private Composition (Prevention of Insolvency) Act of the Other Party, reselling the products in the context of normal business operations is not allowed.
- 8.3. In case the Other Party does not fulfill its obligations or Imagebuilders has reasonable fear that the Other Party will not do so, Imagebuilders retains the right to remove or let remove from the Other Party or third parties who hold the product for the Other Party the delivered products which fall under the retention of title mentioned in the paragraph above. The Other Party is obliged to grant all possible cooperation to this, subject to a fine of 15% of the amount due to Imagebuilders in respect of the Work, notwithstanding the right of Imagebuilders to claim full compensation of the Other Party.
- 8.4 The Other Party must mark the products delivered under retention of title as the property of Imagebuilders and store them correctly and properly and clearly separated from other items.
- 8.5. If this situation arises, the Other Party states that it will grant Imagebuilders irrevocably and unconditionally the right to enter all the places where the property of Imagebuilders are situated and to take back this property if the Other Party fails to do so.
- 8.6 If Imagebuilders as a consequence claims the products under title retention as its property and for this reason takes these products back, or delivers them longa manu to a third party, the claim of Imagebuilders to the Other Party regarding these products, the total amount which the Other Party is payable to Imagebuilders will be reduced by the market value of the of the products that were in such way taken back at the moment of the take back. The market value is at least equal to the purchase price which has been realized by private or public sale to third parties of the products that were taken back, all of which is to be decided by Imagebuilders.
- 8.7 Imagebuilders has the right to take back as many products from the Other Party as is needed to pay the total amount due to Imagebuilders, including costs, interest and possible damage claims with the revenue of the private or public sell of the products that were taken back.

IX. Extended Retention of Title in Germany (Eigentumsvorbehalten in Deutschland)

9.1 Notwithstanding the provisions of Article 8 of this Conditions, the following applies to products of Imagebuilders delivered to Other Parties located in Germany:

X. Warranty

- 10.1 Unless otherwise agreed in writing, Imagebuilders guarantees a proper implementation of the Agreement for a period of two years.
- 10.2 In case of partial delivery of the Work, the guarantee period of the partial deliveries starts from the moment of partial delivery in matter.
- 10.3 The Other Party is obliged to always grant Imagebuilders the opportunity to repair a possible defect with relation to the Work or to do the repair again.
- 10.4 The Other Party has no guarantee on glass, discoloring of wood and minor discolorations of wood and other materials.
- 10.5 The Other Party may only rely on the guarantee after it fulfilled all the requirements regarding Imagebuilders.
- 10.6 The guarantee is not granted for defects due to normal wear and tear , improper use, installation, assembly, alterations or repairs by the Other Party or third parties. Besides this, no guaranty is granted for delivered products which were not new at the moment of delivery, or products which have been prescribed by the Other Party or were delivered in its name.

X1. Complaints

- 11.1 The Other Party must investigate or have investigated the Work, including the products which have been delivered in that context, at the time of finishing/delivery or promptly after that, but at the latest within 48 hours, in order to investigate if the right work has been performed and the right products have been delivered.
- 11.2 The Other Party must in any case inform Imagebuilders in writing of any complaints within three days after the products were received, this being subject to the forfeiture of a claim.
- 11.3 Visible shortcomings and/or defects and/or damages which are discovered at the completion of the Work must already be stated on the handover document by the Other Party. In case the delivery document does not state anything in the matter of possible inaccurate Work and/or damaged products and/or packaging, unless the contrary is proved, this proves that the Other Party has received the Work and the delivered products at least visually in a good and undamaged state at the time of delivery.
- 11.4 The single fact that Imagebuilders investigates a complaint does not mean that it accepts any liability in this stage.



- 11.5 The Work to which the complaints relate, must remain accessible for Imagebuilders in order to inspect them in the state in which they were found by the Other Party at the time the defects were discovered.
- 11.6 In case Imagebuilders considers the complaint to be right, costless repair will follow. Consequential damage is not compensated by Imagebuilders.
- 11.7 Any claim for costless replacement of a product made by the Other Party becomes ineffective when the Other Party, without notifying Imagebuilders, treated and/or processed, arranged to put into use, arranged to be processed or redelivered the purchased property to third parties, unless the Other Party proves in writing that it was reasonably not able to make the complaint known to Imagebuilders in an earlier stage.
- 11.8 The time limit for complaints on invoices sent by Imagebuilders is 8 days. In case there was no protest against the invoice, the invoice is deemed to have described the mutual transaction with Imagebuilders correctly.
- 11.9 Differences in the flames in wood and other natural products (venation), (other) irregularities that are inherent to natural products or small differences in the performance, colors and measurements do not grant the Other Party any right to complain. Returns that may not be traced back on defects and are taken back by Imagebuilders - without Imagebuilders being legally obliged to do so- are credited for seventy-five percent (75%) of the invoice amount. In case the improved or again performed Work/items again show defects which are not repaired within a term of at least four months confirmed in writing, the Other Party may terminate the Agreement. In this written determination of the term mentioned before, it must be mentioned that the Other Party, if the defects have not been repaired after this term, will cancel the Agreement. Other than that, the legal provisions are applicable.
- 11.10 The claim about a delivery does not automatically suspend the payment obligation.

XI1. Liability

- 12.1 The liability of Imagebuilders is always limited to the amount on which the liability insurance of Imagebuilders grants claims, increased by the amount of the excess of the said policy. If and to the extent that for any reasons no payment under the terms of this insurance takes place, or if this insurance does not provide coverage, every liability of Imagebuilders is limited to the invoice amount of the assignment.
- 12.2 Imagebuilders is not liable for consequential loss, such as loss of profits and other indirect damage.
- 12.3 Liability of Imagebuilders may only occur after the Other Party has put Imagebuilders into default in a proper manner and in writing, promptly after the performance of the Work or directly after the defect has been discovered, and Imagebuilders was granted a reasonable term to eliminate the defect.
- 12.4 Each right to claim of the Other Party against Imagebuilders expires after one year after the Work/assignment is/are finished in accordance with the Agreement with Imagebuilders. In the case of a partial agreement, this term is deemed to be valid after the completion of each partial work.



- 12.5 The Other Party indemnifies Imagebuilders against claims of third parties related to the performance of the Work by Imagebuilders, to the extent that this damage pursuant to the Agreements and this General Terms and Conditions does not come at the risk and expense of Imagebuilders.
The Other Party is only bound to give indemnity to the extent that Imagebuilders may invoke exclusion or limitation of liability with respect to the Other Party.
- 12.6 While engaging third parties, Imagebuilders will always exercise due care. However, Imagebuilders is not liable for possible shortcomings of these third parties.
- 12.7 Imagebuilders is not liable for damage of any nature, which occurred because Imagebuilders started from false or incomplete information provided by the Other Party.
- 12.8 Imagebuilders is never liable for damage of the Other Party as a result of a delay in the production of products involved in the Work.
- 12.9 The limitations of the liability set out in this General Terms and Conditions are not valid if the damage is due to intent or deliberate recklessness of Imagebuilders.

XIII. Force Majeure

- 13.1 In the case Imagebuilders due to force majeure is temporarily unable to perform the Work as agreed with the Other Party, Imagebuilders is authorized to suspend the Work completely or partly as long as the force majeure continues. In the case Imagebuilders due to force majeure is permanently unable to perform the Work, Imagebuilders has the right to immediately terminate all or part of the Agreement with the Other Party.
- 13.2 Force majeure includes failure of suppliers of Imagebuilders and/or companies to which Imagebuilders outsourced work and/or other auxiliary persons, stagnation in the supply by suppliers and/or companies, traffic holdups (such as roadblocks), lack of raw materials, production disruptions, delays in shipments and transports, work interruptions and/or strikes, excessive sickness absence of employees and/or other auxiliary persons, a pandemic, government measures, war circumstances, fire and extreme weather conditions.
- 13.3 In the case Imagebuilders has already fully or partially fulfilled its obligations at the start of the force majeure or is only able to partially fulfill its obligations, Imagebuilders has the right to invoice the delivered part or the part that is deliverable separately, and the Other Party is bound to pay the invoice as if it were a separate contract.

XIV. Confidentiality

Imagebuilders and the Other Party are obliged to preserve the confidentiality of all the information that they obtained in the context of their work from each other or from another source. Information is regarded as confidential if it is announced by the Other Party or if this follows from the nature of the information.

XV. Intellectual Property

- 15.1 Imagebuilders reserves all rights and powers with respect to the Work performed by it, including the products designed in this context, drawings, presentations, samples et cetera which Imagebuilders is entitled to based on the Copyright Act, the Trade Names Act and the European regulations on trademark rights.

- 15.2 All documents provided by Imagebuilders to the Other Party, such as reports, advices, designs, sketches, drawings, software, data carriers, etc. are exclusively intended to be used by the Other Party in the context of the Agreement and may not be reproduced, disclosed or made known to third parties without prior consent of Imagebuilders.
- 15.3 Unless otherwise agreed upon, the reports, advices, designs, sketches, drawings, software, data carriers, offers, etc. provided by Imagebuilders to the Other Party must be returned within 14 days after the date on which it was announced to Imagebuilders that it will not perform the Work or on which Imagebuilders withdrew itself from the Agreement or after terminating the contract.
- 15.4 In case the Other Party acts in contravention with this Article, the Other Party is payable to Imagebuilders an amount which is equal to 10% of the sum of the price offer made at the offer. The ownership and copyright are not transferred with this payment.
- 15.5 Imagebuilders has the right to use the knowledge obtained through the performance of the Work for other purposes outside the implementation of the Agreement, to the extent that no confidential information is made known to third parties by this action.

XVI. Applicable Law

Any agreement between Imagebuilders and the Other Party is subject to Dutch law.

XVII. Dispute Settlement

- 17.1 Unless the law provides otherwise, any disputes that occurred between Imagebuilders and the Other Party will, in the first instance, be adjudicated exclusively by the Court of Gelderland.