



STUDIO MEREL KARHOF

1. Application

These General Sales Conditions shall be applicable between Studio Merel Karhof (hereinafter 'Studio Merel Karhof) and Purchaser, unless otherwise agreed by written agreement between the Parties. These General Sales Conditions form a part of the agreement. By placing an order the Purchaser approves these General Sales Conditions in present and future business relationship between Studio Merel Karhof and Purchaser. Amendments to the sales conditions shall be made in writing when applying these General Sales Conditions. The agreement and its appendices, Studio Merel Karhof's offer and these General Sales Conditions shall prevail over any conflicting provisions in Purchaser's orders, confirmations, forms and any other documents. Term 'in writing' shall mean a document having been signed by both Parties or a document having been sent as a letter, facsimile, an e-mail or another such a mean.

2. Offer

Offer shall be valid for a period as stated therein. Unless otherwise stated, the offer shall be valid for thirty (30) days from the date of the offer. Studio Merel Karhof is entitled to amend the price and the delivery time of the offer should conditions not attributable to Studio Merel Karhof so warrant.

3. Order & Agreement

Orders placed in accordance with the offer within the validity of the offer shall be considered as an agreement between Studio Merel Karhof and the Purchaser. Studio Merel Karhof shall send a confirmation of order to the Purchaser upon request. Studio Merel Karhof shall not be liable for any incorrect delivery made according to an oral order, unless the Purchaser has confirmed the order in writing either prior to the delivery or prior to the commencement of the production.

4. Terms of Delivery, Passing of Risk

Delivery terms shall be interpreted according to the current "Incoterms" at the time when the order was placed. Unless otherwise agreed, the delivery shall be FCA delivering Studio Merel Karhof company (Incoterms 2010) and according to the instructions given by the Purchaser. The products are delivered in appropriate packages. However, should the products require special packing, the Purchaser will be separately charged for.

5. Delivery Time and Delay

Should Studio Merel Karhof discover that the contractual delivery time cannot be adhered to, Studio Merel Karhof shall inform the Purchaser without a delay. If the delay is not due to force majeure and the delay causes considerable disadvantages to the Purchaser, the Purchaser is entitled to cancel the order or part of it provided that the delivery will be delayed more than four (4) weeks. Unless otherwise agreed, Studio Merel Karhof shall not be liable to pay penalty,

indemnifications or liquidated damages in case of delay, nor shall Studio Merel Karhof be held responsible for any indirect or consequential damages caused to the Purchaser (see article 12).

6. Force Majeure

The following shall be considered as force majeure: industrial disputes, strikes, lock-outs, riots, mobs, fires, floods, wars, embargo, currency restrictions or any other circumstances beyond the control of the Parties. The Party wishing to claim relief by force majeure shall notify the other Party without a delay upon the intervention and the cessation of it.

7. Prices

Prices offered do not include value added tax, or value added tax is added separately. Value added tax shall be added, when necessary, to the final amount of the invoice on prevailing rate at the date of the invoice. Studio Merel Karhof reserves the right to adjust prices in case of changes in production costs not attributable to Studio Merel Karhof, such as major changes in prices of raw materials or in exchange rates and the like.

Studio Merel Karhof shall inform the Purchaser of general changes in prices of more than 15%, not less than fourteen (14) days prior to the amendment. In case the Purchaser does not approve the change of more than 15% they are entitled to cancel the order within seven (7) days after having received the information of the change in price.

8. Payment Terms and Ownership of Products

Payment shall be made according to the conditions set out in the offer. The time of payment shall be fourteen (14) days net from the date of the invoice, unless otherwise agreed. The products shall remain the property of Studio Merel Karhof until they have been paid to Studio Merel Karhof in full with possible interest for delay.

The retention of title shall not affect passing of the risk under clause 6. The Purchaser shall not resell, pledge, use, install, convert or process the products in any way before they have been paid in full. A breach of this condition shall entitle Studio Merel Karhof to cancel all orders and terminate the business relationship with the Purchaser with immediate effect. Should the Purchaser fail to fulfil his liability to pay within the time of payment Studio Merel Karhof shall be entitled to suspend further deliveries without prior notice.

9. Finishes and materials

All efforts have been made to accurately represent the finishes and colours of products. Slight variations can sometimes occur between the photographed and printed material representation and the actual product.

10. Prepayment as a Condition of Delivery

Studio Merel Karhof shall have the right, at its sole discretion, to demand a prepayment as a pre-condition of a delivery or continuation of an ongoing delivery. In case of overdue payment interest shall be collected for each delayed day according to the current interest rate that is generally leading at that time.

11. Warranty and Defects

Products have a 1 year warranty on manufacturers defects. Studio Merel Karhof warrants that its products will be free from defects in material and workmanship under normal use and service

for one year after date of purchase, whether it be wholesale to dealer or direct sales from Studio Merel Karhof to customer. Studio Merel Karhof reserves the right, before having any obligation under this limited warranty, to inspect the damaged product, and all costs of shipping for inspection shall be borne solely by the purchaser. In order to recover under this limited warranty, purchaser must make claim to Studio Merel Karhof within eight (8) days of occurrence. Should the returned products be found to be faulty, Studio Merel Karhof shall deliver the repaired and replaced products to the original destination at its own cost and shall reimburse the Purchaser for return delivery costs incurred.

Studio Merel Karhof shall not be held responsible for damages caused by faulty installation or faulty maintenance performed by the Purchaser without the prior written consent of Studio Merel Karhof. Furthermore, Studio Merel Karhof shall not be held responsible for any faulty repairs made by the Purchaser or damages due to use in inappropriate conditions or damages resulting from normal wear and tear.

Studio Merel Karhof at its option, shall repair or replace the defective unit covered by the warranty. In order to keep this limited warranty in effect, the product must have been correctly used in conditions the product is intended for.

12. Copyright

Studio Merel Karhof holds title to the copyright of the work covered by the agreement between Studio Merel Karhof and the Purchaser. Any drawings, samples, technical specifications and other knowhow and any other similar industrial rights shall not be used, expressed, copied, imitated, solicited, communicated or otherwise made available to a third party, without expressed written consent.

Concerning products manufactured according to Studio Merel Karhof's specifications the title to all technical documentation relating to manufacture, testing and use of the products and industrial rights thereto shall remain vested in Studio Merel Karhof. Purchaser shall not without a written consent by Studio Merel Karhof express or use any information protected by such industrial rights with a third party. Furthermore, Studio Merel Karhof shall be entitled to claim compensation from the Purchaser in case of damage caused to Studio Merel Karhof due to an offence against such restriction. In case a third party initiates proceedings against Studio Merel Karhof in relation to a breach of such industrial rights the Purchaser shall be liable for the costs and damages thereof. Furthermore, the Purchaser shall in addition be liable to Studio Merel Karhof for any payments and additional charges upon a written request by Studio Merel Karhof.

13. Liability limitation

Studio Merel Karhof shall not be liable for damages caused by faulty installation of faulty maintenance unless Studio Merel Karhof itself has made the faulty installation or the faulty maintenance. Studio Merel Karhof shall not be liable for damages caused by inappropriate use of the product. Studio Merel Karhof shall not be liable for any indirect or consequential damages and economical losses, such as lost profit. In addition, the limitations of guarantee conditions of a product shall be applied.

14. Cancellation of the Agreement

In case the other Party is in an essential breach of terms of the agreement or these General Sales Conditions Parties shall have a right to cancel the agreement in writing. In case of bankruptcy, insolvency, dissolution, liquidation or filing a petition for any of the foregoing or any similar arrangement involving the Purchaser constituting reasonable doubt that the Purchaser

fails to fulfil its obligations arising out of the agreement Studio Merel Karhof shall have the right to cancel the agreement. Studio Merel Karhof shall have a right to cancel the agreement upon technical or production related circumstances causing it impossible to uphold the agreement.

15. Arbitration

This Agreement shall be governed by Dutch law. Any dispute shall be finally settled by arbitration in the courts of the city of Amsterdam, the Netherlands.

STUDIO MEREL KARHOF
KVK 34371792