



General terms and conditions business

Article 1 – Definitions

The following terms and definitions are used in these general terms and conditions:

1. IXXI: the company IXXI Concepts B.V. IXXI offers remote products and/or services to Buyers;
2. Buyer: a client acting in the course of its profession or his business operations who enters into an agreement with IXXI, not being a consumer;

Article 2 – IXXI data

IXXI Concepts B.V.
Burgemeester Loeffplein 70 E+F
5211 RX 's-Hertogenbosch
CoC number: 58172998
VAT identification number: NL852909305 B01
BIC NUMBER: RABONL2U
IBAN: NL20 RABO 0157 5404 99

Article 3 - Applicability

1. These general terms and conditions are applicable to all offers, quotations, agreements and legal relationships between IXXI and the Buyer.
2. The applicability of any general (purchase) conditions of the Buyer are explicitly rejected by IXXI unless explicitly otherwise agreed upon in writing.
3. IXXI will at all times be entitled to amend these general terms and conditions. Such an amendment will become effective fourteen (14) days after the date on which the amended general terms and conditions have been sent to the Buyer. If the Buyer objects in writing to the amendment within these fourteen (14) days, the original general terms and conditions will continue to be applicable with regard to the Buyer.
4. Moreover, any deviations or additions to the general terms and conditions will only be effective if they have been confirmed in writing by the lawful representative of IXXI.
5. These general terms and conditions always prevail over any conditions of the Buyer which conditions are referred to in any quotation, price list, invoice or in other correspondence.

Article 4 – Offers and acceptance

1. All offers and quotations of IXXI are without obligation, unless explicitly otherwise determined. Any offer or quotation in connection with the sale and delivery of products is valid for thirty (30) days.
2. An agreement will only be concluded after an application or order of or on behalf of the Buyer has been confirmed in writing,

by e-mail or fax by IXXI. Subject to any evidence to the contrary the accounts of IXXI will be decisive and binding with regard to the contents of the agreement and these details serve as evidence of the agreement.

3. If the agreement is concluded via electronic means, IXXI will take the appropriate technical and organizational measures to protect the electronic transfer of data and provide a secure web environment. If the Buyer wishes to pay electronically, IXXI will provide the appropriate security measures.
4. In the event that payment in advance has been agreed IXXI will send an advance invoice to the Buyer which must be paid in full within the set period. Should the Buyer remain in default, the agreement will be cancelled by operation of law.
5. IXXI will at all times be entitled to refuse in whole or in part an application or order without stating the reasons even if the Buyer has already previously bought products from IXXI, without becoming liable to pay damages in any way whatsoever by doing so.
6. IXXI reserves the right to make any changes to the content of flyers, brochures, catalogues, pricelists, website or any other of its statements and IXXI will not be bound by them.
7. The Buyer warrants and guarantees IXXI that the (business) information notified by the Buyer to IXXI in the application or order is accurate and complete.

Article 5 – Price

1. The prices of the products are expressed in euros (€) unless otherwise specified. Unless otherwise stated, all amounts are excluding turnover tax, packaging, forwarding costs, transport costs, insurances, any import levies and other government levies.
2. The prices of the products and/or services offered will not be raised during the period of validity, with the exception of price modification due to changes in VAT rates and/or government levies.
3. In deviation from the previous paragraph, IXXI may offer products or services with variable prices. This applies to products or services the prices of which are subject to fluctuations in the financial market that are beyond IXXI's realm of influence.

Article 6 – Delivery

1. Unless explicitly agreed upon otherwise in writing, delivery dates and delivery periods will always be deemed to be estimates only. IXXI is not liable for any damages if the agreed upon or indicated delivery time is exceeded.
2. In case not all of the ordered products are available at the



same time, IXXI is entitled to make partial deliveries and charge separate transition costs. IXXI will inform the Buyer about this as soon as possible.

3. IXXI is entitled to use third parties for the delivery of the products.

4. The risk regarding damage and loss to the products immediately passes to the Buyer after delivery.

Article 7 – Conformity

1. IXXI guarantees that the products and/or services will comply with the agreement, the specifications listed in the offer, the reasonable requirements of reliability and/or usability, and the provisions of the law and/or government regulations existing on the date the agreement was entered into. The Buyer accepts that IXXI's production method may change the properties of the supplied picture(s), such as colour, contrast, clarity, focus or graphical representation.

2. The Buyer declares that he/she is aware of the production process of the product and is independently responsible for supplying the required documentation sufficiently and in the correct quality, including the picture and/or photograph to be taken.

Article 8 - Retention of title and pledging

1. IXXI retains the title to all products it has delivered to the Buyer until the moment that all debts which the Buyer owes to IXXI under the agreement(s) or any other agreements, including any interest and (collection) costs, have been paid in full to IXXI, all this as meant in Section 3:92 subsection 2 of the Dutch Civil Code.

2. For as long as integral payment of all the Buyer's debts to IXXI has not taken place, the Buyer will not have the power or be entitled to place the products subject to IXXI's retention of title, in actual fact beyond its control, to dispose of them or to encumber them with any right, other than in the course of its normal daily business operations.

3. The suspensory condition as meant in Section 3:92 subsection 1 of the Dutch Civil Code will not be satisfied in the event of payment in connection with a debt of the Buyer to IXXI by a third party who because of that payment subrogated in the rights of IXXI.

4. In the event that and insofar as IXXI's ownership of the products delivered to the Buyer ends, the Buyer will now for then in advance grant to IXXI a first pledge on all products delivered or to be delivered by IXXI to the Buyer as well as on its claims under the insurances as meant in the fifth paragraph of this Clause. This pledge serves as an additional security for all existing and future claims which IXXI has or will have on the Buyer for any reason whatsoever. The Buyer states that it is entitled to grant this pledge and also that the pledged items and claims are neither encumbered with restricted rights nor that these restricted rights have been established in advance.

5. IXXI grants an irrevocable power of attorney to perform for and on behalf of the Buyer all legal acts to establish the said pledges, insofar as they have not yet been established. The applicability of Section 3:68 of the Dutch Civil Code is excluded. Notwithstanding the foregoing the Buyer is moreover also obliged to perform all (legal) acts at the first request of IXXI to this end which are or might

be required in connection with the pledging meant in this Clause.

6. As soon as the Buyer fails to fulfil its obligations to IXXI, IXXI will have the power and be entitled to take back the Products or to take possession of them as the pledgee without any further notice of default being required. In order to carry out the said purpose, the Buyer authorises IXXI now for then to access the place(s) or have the places accessed where the Products are situated, even when they might be placed with third parties holding the products for the Buyer.

7. For as long as the products are owned by IXXI or it has a pledge on them the Buyer will be obliged to take out proper insurance against theft, fire, explosion, water and other damage for the respective items and to provide IXXI with the policy of the respective insurances for inspection at the first request to this end.

8. If the Buyer defaults on payment and IXXI, exercising its retention of title as meant in this article, takes back the delivered Products, the associated costs will be at the expense of the Buyer.

Article 9 - Complaints

1. IXXI will exercise the utmost care when receiving and executing product orders, and when assessing requests for the provision of services.

2. The Buyer is obliged to check the products delivered by IXXI immediately on having received them with regard to any short deliveries, missing items, inaccurate or faulty delivery and visible defects and damage.

3. Short deliveries, missing items, inaccurate or faulty delivery and visible defects and damage must be submitted to IXXI in writing via a registered letter stating the reasons within eight (8) days after the delivery and within the said period the respective products must be returned to IXXI at the expense and risk of the Buyer unless otherwise indicated by IXXI, failing which the rights of the Buyer in this respect will lapse and the risk of any short deliveries, missed items, inaccurate or faulty delivery and visible defects and damage will remain at the expense and risk of the Buyer and therefore the Buyer will no longer be entitled to rectification, replacement or compensation.

4. Complaints with regard to invoices must be submitted to IXXI in writing via a registered letter stating the reasons within fourteen (14) days after the invoice date, failing which the rights of the Buyer in this respect will lapse.

5. All other rights alleged by the Buyer due to failures in the performance of IXXI's obligations or other defects in the products delivered by IXXI must be submitted to IXXI in writing via a registered letter within fourteen (14) days after the Buyer discovered or could reasonably have discovered the defect, but not later than (1) one month after the delivery of the product, and - if faulty Products are involved - they must at the same time be returned to IXXI at the expense and risk of the Buyer, failing which the rights of the Buyer in this connection will lapse. The rights of the Buyer in this connection will also lapse if without the explicit written consent of IXXI the Buyer itself has tried to remedy the alleged defect or had it remedied.

6. Provided timely complaints have been submitted according to the provisions of this article, IXXI will replace or remedy the respective faulty products returned to them, this at IXXI's discretion.



7. IXXI will not accept complaints regarding products:

- a) that IXXI has produced according to the Buyer's specifications, or
- b) that are clearly of a personal nature, or
- c) that cannot be returned on account of their nature.

8. Complaints as meant in this article do not suspend the payment obligations of the Buyer. In that case the Buyer also remains obliged to buy the remaining ordered products and to pay for them.

9. If it becomes an established fact that a complaint is unfounded, the associated costs resulting from it including the costs of examination incurred on the part of IXXI, will be fully at the expense of the Buyer.

10. IXXI is not responsible for any misunderstandings or delays as a result of the (electronic) means of communication used in the communications between the Buyer and IXXI. Any typing errors, colour differences or apparent mistakes and/or deviations in product details, illustrations, models or prices of Products on flyers, brochures, catalogues, pricelists, websites or in other statements by IXXI are explicitly reserved and cannot be invoked against IXXI.

Article 10 – Intellectual property rights

1. When IXXI carries out an agreement, such may involve the replication and/or publication of third party works that are protected by intellectual property rights. Publication, replication and/or use of such works (for instance, picture, photographs, paintings, drawings or logos) by Buyer is prohibited without the prior written permission of the third party who holds the intellectual property rights.

2. The Buyer guarantees that (i) he/she is authorized to commission IXXI to use the pictures, photographs, paintings, drawings or logos provided by Buyer for the IXXI products and delivery process, and (ii) no rights of third parties are violated. Buyer indemnifies and holds IXXI harmless against all possible third-party claims relating to any rights, including intellectual property right, regarding the products ordered by the Buyer.

3. The Buyer is allowed to use IXXI's copyrighted materials for private use only and in the family circle. Under no circumstances may the pictures be reproduced or made public.

4. The intellectual property rights concerning the information displayed on IXXI's website, including texts, photographs, illustrations, graphical material, names/trade names and logos belong to IXXI. Under no circumstances will any of IXXI's intellectual property rights pass on to persons who gain access to and/or are using IXXI's website.

5. The contents of IXXI's website may be used only for non-commercial private purposes. The user may not replicate the content of the site or forward, disseminate or make it available to third parties for financial gain without the prior written permission of IXXI.

6. If the Buyer replicates or makes public a picture falling under IXXI's copyrights without IXXI's permission, the Buyer is immediately due, and therefore without any notice of default required a payable contractual penalty of 300% of the original sales price. Additionally, IXXI retains the right to claim additional damages

through legal proceedings.

Article 11 – Payment

1. Unless a later date is agreed upon, the amounts payable by the Buyer must be paid when ordering the product. To allow immediate payment, IXXI offers the possibility to pay through iDeal. After IXXI has received the amount payable, the order will be executed by IXXI. In the event a later date is agreed upon, the amounts are due at the agreed upon date, failing of which the Buyer will be in default by operation of law, and therefore without any further notice of default being required, and the Buyer will owe interest due to late payment as from the invoice date onwards of 1.5% per month (including a part of a month) and (extra-) judicial costs.

2. The extra-judicial collection costs of all amounts owed to IXXI will be at the expense of the Buyer. The extrajudicial costs amount to 15 percent (15%) of the principal sum due with a minimum of € 250, on the understanding that if the actual collection costs exceed this, the Buyer must compensate the full costs incurred by IXXI and notwithstanding its (legal) rights in the event of a breach of contract by the Buyer. In addition, the Buyer will be obliged to fully compensate the court costs.

3. All payment obligations of the Buyer regardless of whether they have already been invoiced by IXXI in this connection, become immediately due and payable if and as soon as the Buyer is in default with regard to IXXI, the control of the Buyer changes by means of a change in its management board, a share transfer or otherwise, when the Buyer discontinues its business in whole or in part or disposes of it in any way, when the Buyer is declared bankrupt, applies for a moratorium, if the legal debt rescheduling scheme (wettelijke schuldsaneringsregeling: 'WSNP') is declared applicable to it (or any foreign insolvency system comparable with the Dutch bankruptcy, moratorium or legal debt rescheduling system is declared applicable to it), if an application to be placed under guardianship has been brought before the courts, if (a part of) its assets has/have been seized, and also if (a part of) its assets have been put under administration or it loses otherwise in whole or in part the management and/or the power to dispose of its assets and moreover when the Buyer, if it is a general partnership or a private or public company with limited liability, is being wound up or is being dissolved.

4. Before or during the performance of the Agreement IXXI will at all times be entitled to charge advances and/or to demand security for the payment of its claim(s) and to suspend the performance of its obligations until the Buyer has paid the advances thus charged or has furnished the requested security. If the Buyer fails to pay such advances or to furnish such security, IXXI will be entitled to dissolve the Agreement. All losses arising for IXXI from this suspension and/or dissolution must be reimbursed by the Buyer.

5. The Buyer will not be entitled to suspend its payment obligation or make any deductions from or set-off its debt to IXXI against a counterclaim on IXXI.

6. The Buyer must inform IXXI immediately of any inaccuracies in the payment details provided or stated.

Article 12 - Warranty

1. IXXI does not guarantee that its supplied products can



resist ultraviolet radiation or any other environmental factors.

- 2. If the design, material or production of the product is flawed, the Buyer is entitled to have the product repaired by IXXI or, if product repair is not possible, the Buyer is entitled to have it replaced by IXXI.
- 3. No warranty applies to damages arising from the incorrect use or application of the products supplied.
- 4. The proof of purchase (the order confirmation upon payment) is the certificate of guarantee.
- 5. If repair or replacement is not possible, IXXI is entitled to repudiate the agreement and to credit the Buyer for the entire sum.

Article 13 – Settlement of complaints

- 1. Complaints about the execution of the agreement must be submitted to IXXI within five days upon receipt of the product at the latest, fully and clearly described.
- 2. Complaints submitted to IXXI will be replied to within 14 days. If a complaint requires a longer processing time, IXXI will communicate this within 14 days by confirming receipt of the complaint and indicating when the Buyer may expect a more detailed response.

Article 14 – Liability

- 1. IXXI is not liable for any and all consequential (indirect) loss, including but not limited to consequential damage, lost profit, lost savings, loss of data, loss of goodwill, loss as a result of operational stagnation or other financial loss.
- 2. In so far IXXI is or shall be held liable for any loss or damage as a result of breach of contract, IXXI's liability is limited to the to invoice amount to which the liability relates, unless the insurance payment by the insurance company is higher.
- 3. IXXI will only be liable after the Buyer has given IXXI a written notice of default and has given IXXI a reasonable time to still perform under its obligations.
- 4. IXXI will only be liable if the Buyer has informed IXXI in writing about the damages within 30 days after the damages have occurred.

Article 15 – Force Majeure

- 1. IXXI will not be bound to comply with its obligations under an agreement, if it cannot perform due to circumstances which are not caused by IXXI or beyond its reasonable control (force majeure).

Force majeure also means all external causes, foreseeable and unforeseeable, as well as all hindering circumstances which are not under control of IXXI, as a result whereof IXXI cannot fulfil its obligations under the agreement. Force majeure shall be deemed to include war, threat of war, riot, strikes, lock-outs, transport difficulties, import, export or transit prohibitions, fire and other serious disruptions in the business of IXXI or of its suppliers, cut-backs in production, shortage of raw materials, ancillary materials and packaging material, and any obstructive circumstance which is not solely dependent on the will of IXXI, such as non-delivery or late delivery of things or services ordered in time and in the proper manner, this list being in no way exhaustive.

Article 16 – Miscellaneous

If any of the terms and provisions of these general terms and conditions are determined to be invalid or unenforceable by any court of competent jurisdiction, it shall not invalidate the rest of these conditions which shall remain in full force and effect as if such terms and provisions had not been part of these conditions. The parties will replace the invalid clauses by clauses which come economically to the same effect.

IXXI is entitled to transfer its rights and obligations with regard to the Buyer arising from these general terms and conditions and/or agreement(s) to a third party. Without prior written permission of IXXI, the Buyer is not entitled to transfer or assign any rights to a third party.

Article 17 – Applicable law and competent court

- 1. Any disputes arising from and/or pertaining to the offers, quotations, these general terms and conditions shall be exclusively governed by Dutch law. Any disputes between Buyer and IXXI will be submitted to the competent court of the district Oost-Brabant, location 's-Hertogenbosch, unless IXXI chooses to bring the case before the court of the Buyer's domicile or another court with territorial jurisdiction pursuant to the law.
- 2. The applicability of the Vienna Sales Convention is explicitly excluded.

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Name

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Date

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Signature for approval

