

GENERAL DELIVERY TERMS AND CONDITIONS BRICK & GOGGLES BV

Regulation of legal relationship between BRICKS & GOGGLES BV, established at NIEUWENDIJK and her client(s), registered at the chamber of commerce Zuid Nederland under number 63968339.

1. APPLICATIONS OF THESE TERMS AND CONDITIONS

These terms and conditions are applicable on all legal relationships between BRICKS & GOGGLES BV and her client(s), as well as on all agreement in the broadest sense concluded by BRICKS & GOGGLE with third parties. If the client consists of individual people that act jointly for the provision of this contract, each will be jointly and severally liable. People also include legal entities. If BRICKS & GOGGLES BV deviates from any condition in this agreement, this deviation will only be applicable once and insofar this has been explicitly agreed and confirmed by BRICKS & GOGGLES BV in writing and all other conditions of which has not been deviated will be maintained, without prejudice to their validity. In subsequent agreements no appeal can be made on such one-time deviation. Purchasing, contracting or other conditions that client refers to, are not applicable for BRICKS & GOGGLES BV, unless BRICKS & GOGGLES BV has explicitly accepted these in writing.

2. OFFER

All our offers are without obligations and should be considered as a whole. Quotations, images, drawings, weights, measurements, profitability and consumption figures, technical descriptions and similar statements, that are mentioned in our offers are not binding, unless these have explicitly been included in an agreement signed by the parties or an order confirmation signed by us. Our offers with attachments will remain our property and should be returned to us at the first request. Our offers are, unless explicitly stated, based on performance under normal circumstances and during normal working hours. The offer is valid for a period of 30 days unless stated differently in the offer. If after 14 days after sending the offer, the contract has not been awarded yet, the delivery date in the offer can no longer be guaranteed. We have the right to engage subcontractors or freelancers.

3. USE AND PROPERTY OF PROVIDED INFORMATION

The client has the exclusive rights to use the provided presentation material and is completely responsible for the correct processing of this after the presentation material has been approved, unless explicitly agreed differently. The client will not obstruct BRICKS & GOGGLES BV from providing its knowledge to third parties, unless the knowledge contains business secrets of the client or are part of a finding for which the client has made a patent application. We commit ourselves to keep all specific received knowledge related to the client's company confidential. Documents provided by BRICKS & GOGGLES BV to the client cannot be used before the client has complied with its financial obligations towards BRICKS & GOGGLES BV, unless agreed differently.

BRICKS & GOGGLES BV is allowed to use the delivered product, without explicit approval of the client, for their own acquisition purposes. As far as this is possible the name of the client will be mentioned. BRICKS & GOGGLES BV has at all times got the property right on the delivered products in accordance with the Law on Copyright.

4. CONCLUSION, CONTENT AND ADJUSTMENT OF THE AGREEMENT

Agreements, including adjustments and additions, will be concluded by countersignature by us or by written confirmation from our side, even if verbal agreements were made beforehand. If an additional agreement has been concluded, we have the right to separately invoice the adjustment or addition when performed. If the client, after approval of the pre-model, makes adjustments in the requirements regarding the object, all necessary work based on time spent and costs made, will be invoiced separately, unless agreed differently. All our agreements are applicable to Dutch law and are considered to be concluded in the Netherlands. All disputes will be submitted to the discretion of the absolute authorised court of law in the district or to the discretion of another authorised legal institute, this at the discretion of BRICKS & GOGGLES BV.

5. PRICES

The agreed price is the price or tariffs as mentioned in the agreement or in the order confirmation, excluding VAT. With transactions in foreign currencies the agreed price will be the equivalent price in Euros at the exchange rate at the time of order confirmation or at the time the agreement was concluded. If adjustments occur in wages, social services, employment conditions, VAT and/or other charges and/or exchange rates, after the order confirmation, we have the right to adjust the agreed prices accordingly.

6. GENERAL OBLIGATIONS OF THE CLIENT

The client is obliged to timely provide BRICKS & GOGGLES BV with information, details and decisions that are necessary to perform the contract correctly. Unless explicitly agreed differently, the stated delivery time is only approximate and exceeding the delivery time does not entitle compensation, termination of the agreement or non-compliance of obligations occurring from this agreement. If a binding delivery time has been agreed, the following will apply:

A. The agreed delivery time will start at the moment the agreement is concluded, we have all the necessary information for the agreement in our possession and if payment with contract was agreed, the owed amount has been received by us.

B. The work will be considered delivered as soon as we give notice that the relevant drawings, specifications and other documents are ready.

C. In case of force majeure (see article 11) and the agreement cannot be performed on time by us, except for the provisions in Article 12 part 12.1 and 12.2, the delivery time will be extended, taken all circumstances into account, with a period that is reasonable regarded as the period of delay in the performance of the contract by such circumstances, unless we prefer to terminate the agreement without legal intervention,

as it is our right in such case, without the client being entitled to compensation.

7. DELIVERY

The delivery of the drawings, calculations and other documents (hereinafter called “the drawings”) containing all our work, will be delivered DDP unless agreed differently. “The drawings” are for the risk of the client from the moment the client has received them. We do not accept any risk and/or liability for goods that were provided and/or delivered to us by third parties on behalf of the client. Notwithstanding the above provision the client will not acquire property at delivery and we retain the property of “the drawings” as long as he has not completely paid what is owed to us, for whatever reason. We still have the right to take back the delivered, after possibly disassembly of the goods with which the delivered might have been built. Unless agreed differently, the delivered digital files will be kept on our system for 6 months after delivery. After this period BRICKS & GOGGLES BV is no longer responsible for not being able to deliver previously delivered files. Not delivered files will be stored or deleted in accordance with the agreements with the client.

8. PAYMENT

Orders above € 1.000,-, excluding VAT, will be paid in two instalments, each 50% of the quotation amount, to be paid within the stated payment term. The client will receive a separate invoice for payment and the first part will be send to the client before the start of the project. Payment should be made within the agreed payment date or within 14 days after date of invoice, without any deductions or setoff. The client will be in default, without notice, if he allows the agreed payment date to elapse or by single exceeding of the payment term. If the client is disputing the correctness of a part of the declaration, he nevertheless is obliged to pay the disputed amount and the original declaration date will be applicable. If the client has not paid within 14 days after date of invoice, the client is obliged to compensate us for all the costs made to collect the owed amounts and to insure our rights, with a minimum of 5% of the invoiced amount, both judicial and extrajudicial, including legal aid, without prejudice to our right to claim compensation on top for all damages that occur from the late payment and/or termination of the agreement. The extrajudicial collection costs are 15% of the amount owed with a minimum of € 100,-

9. WARRANTY

If the client can prove, within one month after the initial commission of the project for which the drawings were meant, or within 6 months after our delivery, which ever period will elapse first, that we have made design or work faults when designing the drawings, we will correct these faults as soon as possible by adjusting or replacing the relevant drawings. Regarding our provided service, other than drawing work, we will not give any warranty. Regarding goods and/or services supplied by us through third parties, we will only accept warranty obligations as far as these have been provided to us by the third parties. If we deny a claim under our warranty, the client is not allowed to suspend any of his obligations that occurred from the concluded agreement with us.

We are relieved of our warranty obligations if and in so far as the agreed specifications and/or descriptions of the relevant drawings were not followed when constructing the installation. Possible complaints, both on the delivery of goods as on provided services and invoice amounts, should be issued to BRICKS & GOGGLES BV in writing by registered post within 1 month after receipt of the products or services or the relevant invoices, an accurate statement of the facts to which the complaints relate should be given.

If the issued complaints do not comply with the aforementioned, we cannot accept them and the client will be considered to have approved the delivered and/or performed work. If we are of the opinion that the complaint is justified, we have the right to determine the amount of compensation to the client in mutual consultation, or to proceed with a new delivery and/or service provision, maintaining the existing agreement, this at the discretion of BRICKS & GOGGLES BV. We are only obliged to take notice of issued complaints if the relevant client has complied with all his existing obligations occurring from whatever agreement and for which, therefore existing, towards BRICK & GOGGLES BV at the time the complaints were issued.

10. LIABILITY

Subject to the rules of public policy, the following regarding our liability is applicable: Our liability for compensation under the agreement is explicitly limited to compliance with the provision in article 9 regarding warranty obligations; each claim to compensation is excluded except those in breach with the warranty obligations. Therefore, all claims for direct or indirect damages, such as business damages etc. are excluded. We are not liable for costs, damages and interest that may occur as a direct or indirect consequence of:

A. violations of patents, licences or other rights of third parties caused by the use of the provided data by or on behalf of the client.

B. acts of negligence by our subordinates or other persons that were engaged by or on behalf of us to perform the agreement. If we have provided help and support of any kind, without holding the contract for the work, this will be done at the risk of the client. The client is obliged to indemnify us for all costs, damages and interests that may occur as a direct or indirect consequence of claims made against us by third parties in respect to the performance of the agreement. Under the agreement the client is obliged to make an appeal for indemnity. If for any reason we are liable for damages under the agreement, the owed compensation by us will be limited to our invoice amount (excl. VAT) with a maximum of € 11350,-. An appeal to this provision will not suspend the payment obligations of the client towards us.

11. FORCE MAJEURE

In these provisions force majeure means each of the parties' independent circumstances that – even if they could be foreseen at the time the agreement was concluded – obstruct the compliance with the agreement permanently or temporarily.

12. SUSPENSION AND TERMINATION

If the performance of the agreement is obstructed due to force majeure, we have the right, without legal intervention, to suspend that agreement for a maximum 6 months, or to completely or partly terminate the agreement without being liable for any compensation. In case of termination of the agreement under the first part we have the right to request immediate payment of the already performed work under the agreement, to be calculated in accordance with our tariffs. For materials and goods that have been reserved by us, the money owed will be the applicable and/or charged invoice value, increased by 20% for storage and administration costs. If the client does not correctly or timely comply with any obligation, that occurs to him from the concluded agreement, or there is serious doubt about the compliance with the obligations towards us, as well as in case of bankruptcy, receivership, closure, liquidation or completely or partly transfer of the client's company, we have the right, without notification of default and without legal intervention, to suspend the performance of this agreement, without being liable for any compensation or warranty and without prejudice to our other rights. During the suspension we have the right and at the end of the suspension we are obliged to choose to continue the performance or to completely or partly terminate the suspended agreement(s). The client does not have the right to request termination or suspension of the agreement. If the client nevertheless cancels or prematurely terminates the contract he will owe us the following: the remuneration in accordance with the progress of work, the costs made, as well as the costs occurring from possible agreements with third parties that were made by BRICKS & GOGGLES BV to perform the contract. The client also owes us 15% of the remaining part of the remuneration and costs that he would have owed if the contract was completed by us. These amounts should be paid within 14 days of the relevant sent invoice, plus, we have the right to claim full compensation and/or compliance with the agreement. Not, not correct or not timely compliance by the client regarding the concluded agreement can be considered by is, by written notification, as a cancellation or premature termination on the part of the client.

13. RELATION

Client and his affiliated companies are explicitly forbidden to employ or to have work carried work by, whether or not against payment, any (ex) employees of BRICKS & GOGGLES BV or any hired temporary staff by BRICKS & GOGGEL BV that have worked for the client in connection with the contract or within 1 year after, on the penalty of € 4500,-, to be paid by the client to BRICKS & GOGGLES BV without necessary notice of default.