

Terms and Conditions of:

H.J. Steinhauer B.V.
Lage Brink 11
7317 BD Apeldoorn

Registration number Chamber of Commerce for East Netherlands 08015897 0000

Artikel 1: Applicability, Definitions

1. These conditions shall apply to all offers and all agreements of purchase and sale - whether or not established via the website www.steinhauer.nl - and all contracts for professional services to be provided by H.J. Steinhauer BV, Apeldoorn, hereinafter referred to as "Steinhauer". In the event of consumer clients, the legal provisions with regard to Consumer Purchases and the General Terms and Conditions of the Webshop Keurmerk Foundation (www.Keurmerk.info/nl/algemene-voorwaarden) also apply. In the event of deviating provisions in the contracts concluded between the consumer and Steinhauer, the legal provisions and the Webshop Keurmerk code prevail.
2. The buyer or client will be referred to as "the other party".
3. "In writing" in these Terms and Conditions shall mean: by letter, email, fax or any other means of communication that are equal to these within the state of the contemporary technology and the concepts applicable in society.
4. All provisions of these Terms and Conditions shall apply to all deliveries and / or services by Steinhauer, unless the text of the article or provision states specifically otherwise.
5. Invalidity of one or more provisions of these Terms and Conditions does not affect the applicability of the other provisions.
6. These Terms and Conditions also apply to any supplementary orders, repeat orders or orders in part resulting from the agreement.
7. If Steinhauer has delivered these Terms and Conditions to the other party several times, there is a lasting business relationship. Then there is no need for Steinhauer to deliver the Terms and Conditions for each transaction in order for them to apply to following agreements.
8. These Terms and Conditions are available for free download on www.steinhauer.nl

Artikel 2: Development agreements

1. The agreement shall be concluded after the other party has accepted the offer made by Steinhauer, even if this acceptance deviates from the offer on minor points. However, if the acceptance of the other party differs from the offer significantly, the agreement shall only be concluded if Steinhauer has expressly agreed with these differences in writing.
2. If the other party places an order without a prior offer by Steinhauer, Steinhauer shall only be bound to this order after Steinhauer has confirmed the order to the other party in writing.
3. Steinhauer shall only be bound to oral agreements after it has confirmed such agreement in writing to the other party, or as soon as Steinhauer has begun to carry out these agreements without objection from the other party.
4. Any additions to or amendments of the Terms and Conditions and/or the agreement shall not bind Steinhauer until it has confirmed these in writing to the other party.

Artikel 3: Offers, quotes, prices

1. All offers and/or quotes made by Steinhauer are without obligations, unless they contain a term of acceptance. If a quote and/or an offer contains an offer without obligations and the other party accepts this offer, then Steinhauer has the right to revoke the quote or offer within two working days after the acceptance.

2. All prices included in offers, quotations, price lists, etc. are exclusive of VAT and any costs, such as transportation, shipping and handling costs and expenses of any third parties involved.
3. A quotation covering multiple items does not imply Steinhauer shall be bound to deliver part of the items of the quotation at a price corresponding to part of the offer.
4. If the offer is based on information provided by the other party and such information proves to be inaccurate or incomplete or has been subsequently amended, Steinhauer is entitled to adapt the prices or delivery times mentioned in the offer.
5. Offers, quotes and prices do not automatically apply to repeat orders.
6. Models shown and / or provided, specifications of colours, dimensions, weights, capacities and other descriptions in brochures, promotional leaflets and / or on the website of Steinhauer are as accurate as possible, but are indicative only. The other party is not entitled to derive any rights under this.
7. The models mentioned in the previous paragraph remain the property of Steinhauer and shall be returned to Steinhauer at their first request at the expense of the other party.
8. If between the date of the conclusion of the contract and its execution there are (cost)price-increasing circumstances for Steinhauer due to laws and regulations, currency fluctuations or price changes made by any third parties or suppliers, etc., then Steinhauer is entitled to raise the agreed price to be charged to the other party accordingly.
9. In case of continuing performance contracts Steinhauer is entitled to adapt the applicable prices and / or rates periodically. Steinhauer shall inform the other party of these alterations at least one month before commencement of the alterations of prices or rates in writing. If the other party does not agree with the price or rate change as announced, it is entitled to cancel the contract within 10 (ten) working days after the date of such notification by the date specified in the notice to terminate. Notice must be given in writing.

Artikel 4: Engaging third parties

If required by the proper execution of the agreement, Steinhauer has the right to contract out certain supplies to third parties. This is at the discretion of Steinhauer.

Artikel 5: Obligations of the other party

1. The other party shall ensure that:
 - a. it will make available all information required for the performance of the agreement or adequate advice hereto timely and in the manner desired by Steinhauer;
 - b. it will inform Steinhauer timely of any developments relevant to the advice that are taking place within its organization;
 - c. all data carriers, electronic files, etc. supplied by the other party to Steinhauer are free of viruses and / or defects.
2. The other party shall ensure that the information it has provided is true and complete and it shall indemnify Steinhauer against claims from third parties arising from any incorrect and / or incomplete data.
3. Steinhauer shall treat the information provided by the other party confidentially and only provide this information to third parties insofar as this is necessary for the execution of the agreement.
4. All goods delivered by Steinhauer may only be resold by the other party in the original packaging supplied by of Steinhauer or its supplier. The other party shall not make any changes to the original packaging and must avoid damage.
5. If the obligations referred to in this Article are not fulfilled in time, Steinhauer shall be entitled to suspend the execution of the agreement or postpone the advice until the other party has met its obligations. The costs associated with the delays and other consequences thereof shall be for the account and risk of the other party.
6. If the other party fails to fulfil its obligations and Steinhauer fails to require performance by the other party, this will not affect the right of Steinhauer to require fulfilment at a later date.

Artikel 6: Delivery, delivery times

1. Agreed terms of delivery can never be regarded as strict deadlines. If Steinhauer fails to fulfil its obligations under this agreement or does not fulfil them timely, the other party shall give Steinhauer notice of default in writing, whereupon Steinhauer shall be granted a reasonable period to meet its delivery obligations.
2. Steinhauer is entitled to deliver in instalments, after which Steinhauer may bill each partial delivery separately.
3. The risk for the delivered goods shall pass to the other party at the time of delivery. The time of delivery under these Terms and Conditions shall mean: the moment when the goods to be delivered leave Steinhauer's premises, warehouse or factory, or the moment when Steinhauer has indicated to the other party that these goods can be collected by the other party.
4. Dispatch or transport of the goods ordered shall be carried out in a manner to be determined by Steinhauer, but are at the expense and risk of the other party. Steinhauer shall not be liable for any damages of any kind - whether or not of the goods themselves - related to the dispatch and / or transport.
5. Deliveries worth more than EUR 350 excluding VAT are made free of charge.
6. If, for reasons attributable to the risk of the other party, goods cannot be delivered (in the agreed manner) to the other party, or if the goods are not collected, Steinhauer has the right to store the goods at the expense and risk of the other party. Unless Steinhauer has expressly set a different time limit in writing, the other party must enable Steinhauer to deliver the goods within one month after notification of the storage, or the other party must collect the goods within this period.
7. If, after termination of the period under paragraph 6 of this article, the other party still fails its obligation to take delivery, it is immediately in default. Steinhauer then has the right to terminate the agreement in whole or in part with immediate effect, without judicial intervention, by giving notice in writing, and to sell the goods to third parties. All this shall not lead to any obligation for Steinhauer to pay any damages, costs and interest.
8. The foregoing does not affect the obligation of the other party to pay possible (storage) costs, losses due to delays, transport costs, loss of profits or other damages.
9. Steinhauer cannot be obliged to start delivery of the goods until it has received all necessary details thereto and any agreed (advance) payment from the other party. If this causes delay, the delivery times shall be extended proportionately.

Artikel 7: Packaging

1. If the goods are supplied by Steinhauer in packaging which is intended to be used several times, the packaging shall remain the property of Steinhauer. The packaging must not be used by the other party for any purpose other than for which it is intended.
2. Steinhauer is entitled to charge a fee to the other party for this packaging. If the packaging is returned by the other party free of charge and within the agreed term, Steinhauer is obliged to take back this packaging and shall refund the fee charged to the other party.
3. If the packaging is damaged, incomplete or lost, then the other party shall be liable for such damage and loses its right to a refund of the fee.
4. If the damages referred to in paragraph 3 of this Article are higher than the fee charged, Steinhauer is entitled to refuse to take the packaging back. In such case Steinhauer can charge the cost price of the packaging to the other party, less the fee paid by the other party.
5. If the packaging is designed to be used only once, Steinhauer does not take the packaging back and it is entitled to leave this packaging with the other party. Any costs of disposing of this packaging are borne by the other party.

Artikel 8: Webshop service

1. If Steinhauer provides the other party with webshop services, the other party shall indemnify Steinhauer against any claims by third parties relating to the way in which the other party uses the webshop services supplied by Steinhauer.

2. Unless the parties expressly agree otherwise in writing, the agreed web shop service is granted for a period of 12 months. This period will be extended automatically for an indefinite period of time, after which each party can terminate the agreement at any time subject to a notice period of one month in writing.
3. The other party that wants to sell products of Steinhauer through a web shop, shall have this right only if the other party and Steinhauer have concluded a Dealer Contract that is in force.

Artikel 9: Complaints and returns

1. The other party is obliged to check the goods delivered immediately upon receipt and to specify any visible defects, defects, damages and / or deviations in quantity on the waybill or the consignment note. In the absence of a waybill or consignment note, the other party shall report the defects etc., within 24 hours after receipt of the goods in writing to Steinhauer.
2. Other complaints must be reported immediately upon discovery - but not later than the agreed warranty period - in writing to Steinhauer. The other party bears the risk of all consequences of failure to report directly. If no explicit term of guarantee has been agreed, this term shall be a period of one year after delivery.
3. If a complaint has not been reported to Steinhauer within the periods specified in the preceding paragraphs, at least not within a reasonable time after a defect could reasonably have been discovered, the goods are deemed to have been received in good condition and to conform to the agreement. In that case, all rights in respect of non-compliance have expired and no claim under the agreed warranty can be made.
4. Ordered goods are delivered in (wholesale) packaging available at Steinhauer. Minor deviations regarding sizes, weights, numbers, colours etc. that are accepted in the industry are no failures on the part of Steinhauer. For these no claims under the warranty can be made.
5. Complaints do not suspend the payment obligation of the other party.
6. The other party shall enable Steinhauer to investigate the complaint and shall thereto provide Steinhauer with all information relevant to the complaint. If the investigation of the complaint requires return of any goods, this shall take place at the expense and risk of the other party. If the complaint turns out to be well founded, Steinhauer shall reimburse the other party for the reasonable transportation costs. The transport risk remains at all times with the other party.
7. In all cases goods are returned in a manner determined by Steinhauer and in the original packaging.
8. No complaints are possible regarding incompleteness or properties of products made from natural materials if such defects or qualities are inherent in the nature of these materials.
9. No complaints are possible regarding discolouration and slight discrepancies of colours.
10. No complaints are possible with respect to goods whose nature and / or composition have changed after receipt by the other party, or that have been wholly or partially treated or processed or that are no longer in their original packaging.
11. The conditions under paragraph 8, 9 and 10 are not considered to constitute faulty performance by Steinhauer.

Artikel 10: Guarantees

1. Steinhauer shall ensure that the agreed deliveries will be carried out properly and in accordance with the standards of its industry but will never, with respect to these supplies, give any guarantee that exceeds the guarantee expressly agreed between the parties.
2. Steinhauer will vouch for the usual quality and soundness of the delivered goods during the warranty period.
3. Where the manufacturer or supplier of articles delivered by Steinhauer has issued a guarantee, this guarantee will apply equally between the parties. Steinhauer will inform the other party hereof.
4. If, for the production of the goods, Steinhauer purchases components or materials from third parties, and where the behaviour and properties of these components or materials are involved, Steinhauer will rely on the data provided by the manufacturer or the supplier of those parts or

materials. If the manufacturer or supplier has issued a guarantee for the materials or components, this guarantee will apply equally between the parties. Steinhauer will inform the other party hereof.

5. Steinhauer does not guarantee and shall never be deemed to have guaranteed that the goods supplied are suitable for the purpose for which the other party wishes to manufacture, process, use them or have them used, unless it has expressly confirmed such guarantee in writing to the other party.
6. Should the other party rightly make a claim under the warranty, Steinhauer will ensure repair or replacement of the item free of charge or arrange a refund or a reduction of the agreed purchase price. All this at the discretion of Steinhauer. If there is additional damage, this shall be subject to the stipulations of the liability clause of these Terms and Conditions.

Artikel 11: Liability

1. Apart from the explicitly agreed or given guarantees by Steinhauer accepts no liability.
2. Notwithstanding the stipulations paragraph 1 of this Article Steinhauer shall only be liable for direct damage. Any liability of Steinhauer for consequential damages, including trading loss, loss of profit and / or losses incurred, losses due to delay and / or personal injury, is expressly excluded.
3. The other party is obliged to take all the measures necessary to prevent or limit the damage.
4. If Steinhauer is liable for damage suffered by the other party, Steinhauer's obligation to pay compensation shall at all times be limited to the amount paid by its insurer in the respective case. If the insurer does not pay Steinhauer or if the damage is not covered by the insurance taken out by Steinhauer, Steinhauer's obligation to pay compensation shall be limited to the invoice amount of the goods delivered.
5. The other party must claim damages from Steinhauer within six months after he has become aware of or could have been aware of the damage suffered by him.
6. The other party shall not invoke the guarantee nor shall it hold Steinhauer liable on any other grounds if the damage occurred:
 - a. by improper use or use contrary to the intended purpose of the product or contrary to the instructions, advice, manuals, etc. supplied by or on behalf of Steinhauer;
 - b. by improper storage of the delivered goods;
 - c. due to overheating as a result of the use of lamps with too high a wattage;
 - d. by external calamity such as lightning strike, lightning induction, etc.;
 - e. by environmental conditions such as excessive humidity, too high or too low temperatures;
 - f. by errors or omissions in data supplied to Steinhauer by or on behalf of the other party;
 - g. by instructions or directions from or on behalf of the other party;
 - h. because repairs or other work or manufacturing were carried out on the supplied goods by or on behalf of the other party without the express prior consent of Steinhauer.
7. In the cases listed in paragraph 6 of this Article the other party shall be fully liable for all resulting damages and it shall indemnify Steinhauer explicitly for all claims of third parties claims for compensation for such damage.
8. The limitations of liability in this Article do not apply if the damage is due to intentional and / or deliberate recklessness of Steinhauer or its supervisory staff at board level or if and insofar as mandatory legal provisions dictate otherwise. Only in these cases Steinhauer shall indemnify the other party for any claims by third parties against the other party. For the remainder, the Terms and Conditions continue to apply.

Artikel 12: Payment

1. Steinhauer is at all times entitled to (partial) advance or any other security for payment of the other party.
2. Payment must be made within a period of 30 days after the invoice date, unless the parties have expressly agreed otherwise in writing. The accuracy of an invoice is an established fact if the other party has not objected within this period.

3. If after the expiry of the period referred to in paragraph 2 an invoice has not been fully paid, the other party is obliged to pay to Steinhauer a default interest at a rate of 2% per month, calculated cumulatively on the principal. Parts of a month shall be counted as a full month.
4. If, after a warning by Steinhauer payment is still outstanding Steinhauer is also entitled to charge to the other party extrajudicial collection costs.
5. The extrajudicial collection costs meant in paragraph 4 for claims with a principal amount of up to EUR 25,000.00 shall be:
 - a. 15% of the amount of the principal on the first EUR 2,500 of the claim (with a minimum of EUR 40);
 - b. 10% of the amount of the principal on the next EUR 2,500 of the claim;
 - c. 5% of the amount of the principal on the next EUR 5,000 of the claim;
 - d. 1% of the amount of the principal on the next EUR 190,000 of the claim;
 - e. 0.5% on the excess of the principal with a maximum of EUR 6,775.
6. For the calculation of the extrajudicial collection costs Steinhauer is entitled to increase the principal amount of the claim, after one year, with the cumulative accrued default interest during the year in accordance with paragraph 3 of this article.
7. In the absence of full payment by the other party, Steinhauer has the right to dissolve the contract without further notice or judicial intervention by giving written notice or to suspend its obligations under the contract until payment has been received or the other party has provided proper security. Steinhauer has aforementioned right of suspension also if it has reasonable grounds to doubt the creditworthiness of the other party even before the other party is in default with the payment.
8. Steinhauer will first deduct any payments made by the other party from any interest and costs that are due and then from the invoices which have been outstanding longest, unless the other party expressly states that the payment relates to a later invoice.
9. The other party is not entitled to set off Steinhauer's claims against any counterclaims that it has against Steinhauer. This also applies if the other party applies for (provisional) suspension of payment or is declared bankrupt.
10. In case of absence of full payment under a continuing performance contract Steinhauer will give the other party written notice of default and thereby a reasonable period of time within which the other party will still need to pay. If payment has still not been made after such reasonable period and the payment arrears are 3 instalments or more, Steinhauer is entitled to suspend its services after notifying the other party hereof until full payment has been made or proper security is provided. In such case Steinhauer is also entitled to cancel the contract without judicial intervention by giving written notice. All damage that Steinhauer suffers as a result of this as well as the cost of reactivating the services shall be borne by the other party.

Artikel 13: Retention of title

1. Steinhauer retains ownership of all goods delivered and to be delivered until the time when the other party has met all payment obligations to Steinhauer.
2. The payment obligations under paragraph 1 consist of the payment of the purchase price of the goods delivered and to be delivered, together with debts for work related to the delivery that has been carried out and receivables due to a culpable failure of the other party to fulfil its obligations including the payment of compensation, extrajudicial collection costs, interest and any penalties.
3. In case of the supply of identical, non-individualized items, the consignment of goods belonging to the oldest invoices shall each time be regarded as the first to be sold. Therefor the retention of title extends in any case always to all supplied goods that at the time of the invocation of the retention are in the stock, store and / or inventory of the other party.
4. The other party in the course of normal business may sell goods under retention of title, provided the other party has also stipulated retention of title to the goods delivered with respect to its customers.
5. As long as the goods delivered fall under retention of title, the other party is not authorized to pledge these goods in any way or bring them under the control of a financier.
6. The other party is obliged to inform Steinhauer in writing immediately if any third parties assert a claim to ownership or other rights on the goods under retention of title.

7. The other party is obliged to store the goods under retention of title carefully and as identifiable property of Steinhauer until the time when it has fulfilled all his payment obligations to Steinhauer.
8. The other party shall arrange for such loss insurance or contents insurance that the goods delivered under retention of title are at all times insured, and, at Steinhauer's first request, said party shall provide access to the insurance policy and the associated premium payment receipts.
9. If the other party acts contrary to the provisions of this Article or if Steinhauer has recourse to the retention of title, Steinhauer and its employees shall have the irrevocable right to enter the premises of the other party and take back the goods delivered under retention of title. All this without prejudice to Steinhauer's right to claim compensation for damages, lost profits and interest and the right to terminate the contract without further notice, by giving written notice.

Artikel 14: Intellectual property rights

1. Steinhauer has been and remains owner of all intellectual property rights resting on, arising out of, associated with and / or belonging to the goods delivered by Steinhauer under the agreement. All this, unless the parties have expressly agreed otherwise in writing.
2. The exercise of the rights under paragraph 1 of this Article shall be expressly and exclusively reserved to Steinhauer, both during and after the execution of the contract.
3. The other party guarantees that all information it has provided or will provide to Steinhauer does not infringe the copyright or other intellectual property rights of third parties. The other party is liable for any damage arising from such infringements and suffered by Steinhauer and shall indemnify Steinhauer against claims of these third parties.

Artikel 15: Bankruptcy, having no power of disposition, etc.

1. Notwithstanding the other provisions of these Terms and Conditions Steinhauer shall have the right to dissolve the agreement without further notice and without judicial intervention, by giving written notice to the other party, at the time when the other party:
 - a. is declared bankrupt or its bankruptcy has been petitioned;
 - b. applies for a moratorium;
 - c. is affected by a warrant of execution;
 - d. is placed under receivership or under administration;
 - e. has otherwise lost the power or ability to act in relation to its assets or parts thereof.
2. The stipulations under paragraph 1 of this article shall apply, unless the trustee or administrator acknowledges the obligations arising from the agreement as estate debt.
3. The other party is at all times obliged to inform the trustee or the administrator of the (contents of) Agreement and these Terms and Conditions.

Artikel 16: Force majeure

1. Where there is force majeure on the part of the other party or Steinhauer, Steinhauer has the right to dissolve the contract without judicial intervention by giving written notice to the other party, or to suspend the fulfilment of its obligations towards the other party for a reasonable time without any compensation being due.
2. Under these Terms and Conditions force majeure on the part of Steinhauer means: a non-attributable shortcoming on the part of Steinhauer or the third parties or suppliers it has hired, or other compelling reasons on the part of Steinhauer.
3. Circumstances of force majeure shall be understood to include: war, riots, mobilization, foreign and domestic unrest, government action, strikes within the organization of Steinhauer and / or the other party or threat of such circumstances, disruption of exchange rates that exist at the time of entering into the agreement, business interruptions due to fire, burglary, sabotage, natural phenomena, etc. and due to weather conditions, road blocks, accidents and similar transport and delivery problems.
4. Where there is force majeure Steinhauer is entitled to terminate the agreement or suspend the performance of its obligations towards the other party for a reasonable time without any compensation being due.

Artikel 17: Cancellation, suspension

1. If the other party wishes to cancel the agreement prior to or during its implementation, it is obliged to pay Steinhauer a compensation to be determined by Steinhauer. This compensation includes all costs incurred by Steinhauer as well as damages sustained by Steinhauer including lost profit due to the cancellation. Steinhauer is entitled to fix aforementioned damages and charge the other party 20 to 100% of the agreed price - all this at Steinhauer's discretion and depending on the supplies already delivered. In the event of a consumer purchase, the consumer has a (compensation-free) right of cancellation during a period of 14 days.
2. The other party is liable to third parties for the consequences of cancellation and will indemnify Steinhauer against claims of these third parties arising from the cancellation.
3. Steinhauer is entitled to offset all payments already made by the other party against the compensation payable by the other party.
4. When suspending the agreed deliveries at the request of the other party all currently incurred costs shall be immediately payable and Steinhauer is entitled to charge them to the other party. Steinhauer is also entitled to charge all costs to be made all during the suspension period and / or expenses already incurred to the other party.
5. If after the agreed suspension period the execution of the agreement cannot be resumed, Steinhauer has the right to dissolve the contract without judicial intervention, by giving written notice to the other party. If after the agreed suspension period the execution of the agreement is resumed, the other party shall compensate any costs made by Steinhauer arising from this resumption.

Artikel 18: Applicable law / jurisdiction

1. The agreement between Steinhauer and the other party is exclusively governed by Dutch law.
2. Any disputes shall be settled by the competent court in the place where Steinhauer is established, although Steinhauer shall always be entitled to submit the dispute to the competent court in the place where the other party is established.
3. If the other party is located outside the Netherlands, Steinhauer is entitled to act in accordance with the provisions of paragraph 2 of this Article or - at its discretion - to bring the case before the competent court in the country or state where the other party is established.

Date: July 2018