

General conditions Roxxi Coöperatie U.A.

Article 1. Definitions

Consumer: the natural person who does not act from the exercise of a profession or business.

Cooperative: Roxxi Coöperatie U.A., with statutory seat in Son en Breugel and listed in the trade register of the Chamber of Commerce with number 70617228.

Client: the natural or legal person who purchases products or services from the Cooperative against payment.

Purchase: the agreement to buy products from the Cooperative.

Quotation: the specified invitation of the Cooperative to the Client to place an Order.

Assignment: the agreement to buy services from the Cooperative.

Order: the order of products and/or the request to provide services for the Client pursuant to the Quotation.

Order confirmation: the acceptance of the Order by the Cooperative, as a result of which the Agreement is concluded.

Agreement: the agreement of Purchase and/or Assignment.

Article 2. Applicability

1. The Cooperative focuses on the sale of products and services in the field of design and production. These general conditions are applicable to all verbal and written Offers, Orders, Order confirmations, Agreements of assignment and/or Purchase, additional work resulting from an Assignment as well as subsequent Assignments with the Cooperative.
2. For Clients outside the Netherlands, the possibility is offered to take cognisance of the English version of these general conditions.
3. The applicability of general conditions or purchase conditions of the Client is emphatically excluded.

Article 3. Quotation and Order

1. The Quotation contains a specified invitation to the Client to place an Order for the provision of a product or service. In the Quotation, the Cooperative states – to the extent applicable – the expected number of hours to be spent, the product characteristics, implementation and/or delivery terms, the price, statement of the expenses to be compensated, invoice moment(s), and such further arrangements as are to be made.
2. Each Quotation indicates that these general conditions are applicable to the Agreement. By placing the Order, the Client accepts the content and the applicability of these general conditions.

Article 4. Adoption of the Agreement

1. After receipt of the Order, the Cooperative sends the Order confirmation to the Client as soon as possible. The Agreement of Assignment and/or Purchase is adopted through confirmation of the Order by the Cooperative.
2. In case of differences between Order and Order confirmation, the Order confirmation is decisive, unless the Client objects to this difference within five business days after the date of the Order confirmation, in which case the Cooperative is not bound by the Order confirmation.

3. The Cooperative cannot be bound to its Order confirmation if the Client can understand that it contains an apparent mistake or typing error.
4. If the Agreement is condoned by multiple Clients, these are severally and jointly liable for compliance with the obligations they have committed to, regardless of the ascription in the Order confirmation.
5. Only the Cooperative can be considered counterparty to the Agreement vis-a-vis the Client, also in the event it is the express or tacit intention of the Client that the Assignment and/or Purchase is handled by a specific member of the Cooperative. The applicability of articles 7:404, 7:407 section 2 and 7:409 BW (Netherlands Civil Code) is excluded.
6. These general conditions have not only been stipulated for the Cooperative, but also for the board, the members of the Cooperative and for such third parties as have been deployed.

Article 5. Implementation of Agreement of Assignment

1. Upon the implementation of an Assignment Agreement, the Cooperative observes the diligence due from a good and expert contractor.
2. The Client is aware that delivered 3D-design is not ready for instant use, but that calculations for the construction must be carried through first.
3. The Client is obligated to give all information and assistance which are necessary for the Order to the Cooperative. If this does not happen, does not happen timely, or does not happen correctly or completely, the Cooperative can at its discretion:
 - Suspend its activities (see article 17); or
 - Carry it out as additional work;whereby the resulting extra costs are at the expense and risk of the Client, without prior permission being required for this, as long as these additional costs are in a reasonable proportion to the shortcoming of the Client.
4. The Cooperative keeps the Client informed with regular intervals regarding progress on the Assignment.

Article 6. Implementation term

1. The implementation term indicated in the Quotation is not a strict time limit but a reasonable estimate, unless emphatically agreed otherwise. The overrunning of the implementation term does not, therefore, entail an attributable shortcoming.
2. If Parties have expressly established a strict implementation term, the Cooperative only falls attributable short vis-a-vis the Client after it has been declared in default by the Client in writing for the overrunning of the implementation term and it has also been enabled to still fully comply with the Agreement within a reasonably set term.

Article 7. Delivery products

1. The delivery of products takes place in the manner and location as established in the Quotation.
2. The Client is obligated to take the purchased products at the moment they are made available to him.
3. The risk of damaging and/or missing and/or decrease of value of the purchased matters lies with the Cooperative until the moment the product is brought under the control of the Client.

Article 8. Modification of the Agreement and additional work

1. The Client accepts that the implementation of the Agreement may be subject to modification due to unforeseen circumstances.
2. Modifications to the (implementation of the) Agreement are only established through mutual written consent, unless urgent circumstances render such impossible.
3. Additional work and/or additional costs as a consequence of modifications to the Agreement are borne by the Client. The Quotation states the fee for additional work.

Article 9. Deployment of third parties

The Cooperative is at liberty to let the activities for the implementation of the Agreement be carried out by third parties.

Article 10. Price and payment

1. The price for products and services is composed of an hourly rate and/or a fixed price. All amounts are listed in Euros, exclusive of VAT.
2. Expenses, including travel and accommodation costs, shipping costs, costs of material and storage, are stated separately.
3. Prices stated in the Quotation and Order confirmation may not be increased, except in the event of statutory price changes such as a VAT. If the price increase takes place within three months after conclusion on an Agreement and it amounts to more than 10%, then a Consumer may rescind the Agreement, unless the Cooperative is willing still to carry out the Agreement against the price established originally or it was established upon adoption of the Agreement that delivery will take place more than three months after conclusion of the Agreement.
4. The Cooperative is at liberty to set the settlement of a down payment as a condition in the Quotation. From Consumers, an advance payment of no more than 50% of the total price may be demanded.
5. The Client is bound to full payment within 14 days after invoice date in the manner indicated by the Cooperative on the invoice. Payments which are made in another manner than what is indicated by the Cooperative are never eligible to be deducted from the payment obligation of the Client. It is not permitted to the Client to set off any amount against the invoices of the Cooperative, for any reason whatsoever.
6. If the Client does not or does not fully pay an invoice of the Cooperative within the payment term, then the Client is considered to be legally in default and he owes, from the moment of expiry of the payment term, without any further injunction or default notice, interest over the amount not paid until the moment of full settlement, consisting of the statutory commercial interest for late payment by non-Consumers and the statutory interest for late payment by Consumers.
7. All reasonable costs for collection, both judicially and extrajudicially, are borne by the Client, with the exception of Consumers to whom the collection costs are applied in accordance with the relevant regulatory decree 'Besluit vergoeding voor buitengerechtelijke incassokosten'.
8. All payments by the Client serve primarily for deduction from the costs, subsequently to cover the payable interest, and finally to be deducted from the principal and current interest.
9. Objections against the amount of the invoice must be submitted within 5 business days after receipt of the invoice to the Cooperative in writing. Objections do not suspend the payment obligation.

Article 11. Guarantees

1. The Cooperative guarantees that the products to be delivered are compliant with the specifications indicated in the Quotation as well as with reasonable requirements of soundness, safety and/or usability upon normal use.
2. The guarantees referred to in this article are applicable to matters which are destined for use within the Netherlands. In case of use outside the Netherlands, the Client must himself verify whether its use is suitable for usage there and whether it is compliant with the conditions this is subject to. In such case, the Cooperative can establish guarantee- and other conditions regarding the matters to be delivered or the activities to be conducted.
3. The Client is bound to investigate immediately after delivery whether the quality and/or quantity of the delivered matters corresponds with what was established and with what may be expected with an eye on what is stipulated in section 1 of this article.
4. Consumers must report defects within a reasonable term, and non-Consumers within a day following delivery in case of visible defects and within a day following discovery in case of invisible defects to the Cooperative. Later complaints are not taken under advisement and lead to the lapsing of any right to repair, replacement, or compensation. The guarantee to non-Consumers lapses in any case one year after delivery.
5. The Client gives a description with the greatest possible detail of the identified defect, so the Cooperative is able to respond adequately. The Client enables the Cooperative to (let) investigate his complaint. With regard to non-Consumers the rule applies, that if the Client's complaint is not legitimate, that the (investigation) costs will be integrally borne by the Client.
6. In case it has been established that what has been delivered is defective and the Client has timely informed the Cooperative accordingly, then the Cooperative will take care within a reasonable term after receiving it back (in case returning is an option) or restore of the defect, replacement of the product, or of payment of a compensation as a substitute, all matters at the discretion of the Cooperative.
7. In case the purchased object regards a product manufactured by third parties, then the guarantee is limited to such warranty as is provided for it by the manufacturer. The Client is at liberty to address the manufacturer/producer directly.
8. Any type of guarantee lapses if the defect has occurred as a result of inexpert or inappropriate use of the purchased matter, of incorrect storage or maintenance of it by the Client and/or by third parties in case, without the written permission of the Cooperative, the Client or third parties have applied changes to the matter or have attempted to do so, if other matters were attached to it which must not be attached to it or if these were processed or transformed in a manner different from what was prescribed. With regard to Consumers it applies that, if the defect manifests itself within 6 months after delivery, the burden of proof pursuant to this article lies with the Cooperative. After expiry of 6 months, the Consumer must prove that the defect has arisen without any fault on his part as intended in this article. With regard to non-Consumers it applies that if the Cooperative suspects that inexpert use has occurred, that the burden of proof to demonstrate this was not the case lies with the Client.
9. The Client is not eligible for warranty in case of force majeure on the part of the Cooperative, also including weather conditions.
10. After expiry of the warranty term, costs for restoral or replacement, including administration, shipping, and calling costs are borne by the Client.

Article 12. Retention of property

1. The Cooperative remains the owner of all matters delivered and still to be delivered until the Client has fully complied with his payment obligations on account of any Agreement

concluded with the Cooperative, also including claims in the matter of shortcomings in compliance with such an agreement.

2. The Client is obligated to insure and keep insured the matters delivered under retention of property against fire, explosion and water damage and theft. Upon first request of the Cooperative, the Client presents the policy for perusal. In case of disbursement by the insurer, the Cooperative is entitled to these funds. The Client is obligated to provide the Cooperative in such case with all necessary assistance.
3. If third parties place an attachment on the matters delivered under retention of property or wish to establish or exercise rights to these matters, the Client is obligated to immediately inform the Cooperative accordingly.
4. In case of the exercise of the retention of property, the Client grants the Cooperative, or a third party in its stead, unconditional and irrevocable permission beforehand to enter all those areas where the property of the Cooperative is located and to take back those matters.

Article 13. Right of retention

In case the Cooperative has matters of the Client under its control, it has the right to keep these under its control until the Client has settled the exigible price and expenses for the implementation of the Agreement, unless the Client lodges sufficient security for payment. The Cooperative also has this right of retention for earlier Agreements pursuant to which the Client still owes payments.

Article 14. Intellectual property rights

All intellectual property rights which have been exercised or have arisen during the implementation of the Agreement, are and remain the property of the Cooperative and/or its members. Without the emphatic consent of the Cooperative, disclosure is not permitted. Multiplication for use outside the own organization is permitted, to the extent such fits within the purpose of the Agreement.

Article 15. Suspension and cancellation

1. The Cooperative can cancel the Assignment Agreement at all times with due regard for a notice period which is reasonable under the given circumstances. The Client is obligated to pay for the Assignment and expenses in accordance with the state of the activities as of the end date of the Agreement.
2. The Client can cancel an Agreement at all times with immediate effect. The Client is obligated to pay for the Assignment and expenses in proportion to the state of the activities as of the end date of the Agreement, increased by compensation of damages in the amount of 10% of the remaining fee for the Assignment on account of loss of profit.
3. The Cooperative can suspend the implementation of the Agreement with immediate effect and without any default notice, or otherwise rescind it extrajudicially, if:
 - a. the Client does not, does not timely, or does not fully comply with his obligations towards the Cooperative pursuant to the Agreement;
 - b. the Cooperative after conclusion of the Agreement has become cognisant of circumstances which constitute valid grounds to fear that the Client will not, will not timely, or will not adequately comply with his obligations;
 - c. there is a situation of force majeure.
4. The Cooperative can furthermore cancel the Agreement with immediate effect or rescind it extrajudicially in the event of bankruptcy or (temporary) suspension of payment of the Client, in case of an attachment order, the shutdown or liquidation of his business, merger, split-up, modification of legal or cooperative form, upon application of the legal

arrangement for the debt restructuring of natural persons 'WSNP', upon the institution of guardianship or forced administration, or upon decease if the Client is a natural person and furthermore upon any circumstance which provides the Cooperative with legitimate grounds to fear that the Client will not fulfil his obligations.

5. Suspension or termination of the Agreement as intended in sections 3 and 4 of this article never leads to the indebtedness of the Cooperative. In case of the intended termination, the Client is obligated to pay for the Assignment and the expenses in proportion to the state of the activities as of the end date of the Agreement, increased by the fee for the notice period which the Client would have owed in case of cancellation as intended in section 1 of this article to the Cooperative, without prejudice to the right of the Cooperative to demand full indemnification in its stead.

Article 16. Safeguards

1. The Cooperative only carries out the Agreement for the Client. Others cannot derive any rights from it.
2. The Client safeguards the Cooperative against claims by others, including the (legal) costs, which are related to the implementation of the Agreement.

Article 17. Liability

1. The Cooperative only falls attributably short towards the Client if the Cooperative fails upon the implementation of the Agreement in a manner which a good contractor equipped with normal professional expertise could and should have avoided, and only after the Client has declared the default of the Cooperative in writing and has offered the latter the possibility of restoring (the consequences of) the shortcoming within a reasonable term.
2. The Cooperative is not liable for damage, of whatever nature, which has occurred as a result of incorrect or incomplete information provided by the Client. This also applies if the information derives from a third party deployed by the Client in the context of the Assignment.
3. The Cooperative is not liable for indirect damage, also including consequential damage, loss of profit, missed savings, and damage due to operational stagnation.
4. The Cooperative is not liable if the Client does not (entirely) use the delivered matter in accordance with the prescribed manner or if he applies modifications to it.
5. The Cooperative excludes any liability for the activities of third parties deployed by the Cooperative for the benefit of the Assignment on grounds of art. 6:76 BW (Netherlands Civil Code).
6. Any instance the Cooperative is held accountable outside the scope of an appeal to the warranty must be communicated within a reasonable time after discovery to the Cooperative in writing, failing which the Cooperative is not liable for damage. The claim for compensation of damages lapses in any case after expiry of five years after occurrence of the event which constituted grounds for the claim.
7. The existence of a defect does not suspend the payment obligation of the Client. The Client remains obligated in such case as well to the purchase and payment of the products or services otherwise ordered.
8. The liability of the Cooperative is always limited to a maximum of the amount of what is delivered, and of the latter exclusively the amount which corresponds with the part of the delivered matters, and of that only the amount corresponding with that part of the Agreement which the attributable shortcoming is in regard to and in any case not exceeding what the business liability insurance of the Cooperative disburses in such case.

In case of an Assignment with an effective time of six months or longer, the amount of the liability is limited to the amount invoiced over the past six months.

9. Limitation of liability does not apply in case of intent and/or gross negligence on the part of the Cooperative.

Article 18. Non-disclosure

Parties are obligated to observe the secrecy of all confidential information they have received from each other in the context of the Agreement.

Article 19. Modification general conditions

The Cooperative has the right at all times to modify these general conditions. The new conditions enter into effect upon the next Agreement or upon extension, if the Cooperative has provided the Client with these beforehand.

Article. 20 Other provisions

The invalidity or nullity of any provision of these general conditions does not impair the validity of the remaining provisions. The invalid or void provision is replaced by a provisions the legal consequences of which, considering the purpose and tenor of these general conditions, correspond as much as possible with those of the invalid or void provision.

Article. 21 Disputes and applicable law

1. To the Agreement and these general conditions, Netherlands legislation is applicable.
2. The competent court in the place of establishment of the Cooperative is exclusively authorized to hear disputes with non-Consumers.

Final provision

These general conditions have been filed at the Chamber of Commerce in Eindhoven under number 70617228.