

Lugarde

General Terms and Conditions for Delivery

Article 1: Definitions

- 1.1. In these General Terms and Conditions for Delivery the terms following hereinafter shall be used in the following meaning:
 - a. Lugarde: Wuestman Tuindecoraties B.V. trading under the name Lugarde having its seat of business at Deventerweg 67 in Laren, the Netherlands;
 - b. Customer: the enterprise that concludes an Agreement with Lugarde;
 - c. Agreement: The Agreement between Lugarde and the Customer.

Article 2: General

- 2.1. The applicability of possible terms and conditions of purchase or otherwise of the Customer is explicitly rejected.
- 2.2. Those stipulations that Lugarde deems to have deviated from these General Terms and Conditions for Delivery shall not prevent the other stipulations from continuing to apply. Stipulations deviating from these General Terms and Conditions for Delivery are only valid if they have been agreed explicitly in writing or via e-mail.

Article 3: Special offers and designated offers

- 3.1. Each designated offer and special offer of Lugarde is non-binding.
- 3.2. Obvious errors or mistakes on the website and in the folders, designated offers or e-mail messages of Lugarde do not bind Lugarde.
- 3.3. If the delivery is of natural materials, such as wood, then show models or images thereof can only be regarded as an indication, so that colour and structure differences are acceptable.
- 3.4. Data regarding the offered goods, such as characteristics, dimensions, weights, appearance, images and quality, only apply by approximation and are not binding. Lugarde reserves the right to change its models.

Article 4: Prices and costs

- 4.1. The stated prices are:
 - a. based on delivery from the enterprise of Lugarde, warehouse or other storage place;
 - b. exclusive of VAT, import duties, other taxes, levies and rights;
 - c. exclusive of the costs of transport and insurance, unless agreed or stated otherwise.
- 4.2. Lugarde has the right to modify its prices from time to time.
- 4.3. If the Customer does not, not timely or not fully comply with his obligations towards Lugarde, then all extra costs that Lugarde has had to make because of it shall be brought into account to the Customer.
- 4.4. If the Customer wishes to change the order, that can have financial consequences. The order can only be changed after the Customer has agreed with the possible extra costs.

Article 5: Cancellation

- 5.1. If the Customer cancels the order in whole or in part, then he is required to compensate Lugarde for all expenses (costs of preparation, orders from third parties, storage etc.) reasonably made with a view to the execution of the Agreement, notwithstanding the right of Lugarde to complete compensation because of lost profits. Cancellation must take place in writing or via e-mail.
- 5.2. Without delay the Customer to has made known to Lugarde that he wishes to (partially) cancel the order, the cancellation costs will be communicated to the Customer. Should the Customer not agree with the cancellation costs, then the original order remains intact, the goods shall be delivered after all and the Customer must pay the fully agreed price.

Article 6: Delivery

- 6.1. Statement of the delivery time always takes place by approximation. Exceeding of the delivery time does not give the Customer the right to compensation of damages, dissolution of the Agreement or any other form of compensation.
- 6.2. The Customer is obliged to pick up the delivered goods. The goods that have not been picked up by the Customer will be stored for the account and risk of the Customer.
- 6.3. Delivery takes place "ex works", in accordance with Incoterms 2010. The risk of the goods is transferred to the Customer the moment that Lugarde makes these available to the Customer.
- 6.4. The Customer and Lugarde can agree that Lugarde will arrange for the transport of the goods. In such a case, the risk of storage, loading, transport and unloading rests with the Customer. The Customer can take insurance against these risks. The transport costs will be for the account of the Customer, unless agreed otherwise.
- 6.5. The Customer must ensure that the destination where the goods must be delivered can be reached without obstacles. If there, however, is an instance of an obstacle, then the goods will be delivered up to the obstacle.

Article 7: Assembly

- 7.1. The Customer must assemble the goods in accordance with the assembly prescriptions. All assembly costs are for the account of the Customer.
- 7.2. The Customer must ensure that the required preparation activities, such as foundation, are executed according to the regulations and that the location where the goods must be assembled is suitable thereto.

Article 8: Inspection and warranty

- 8.1. The Customer must inspect the goods directly after delivery. Possible defects or missing parts must be made known to Lugarde within 8 days after the delivery. In such a case, Lugarde shall as soon as possible proceed to repair or deliver a replacement or the missing part. Reclamations do not suspend the payment obligation and do not give the Customer the right to compensation for delay damage or to refuse the delivery.
- 8.2. On the goods, a warranty is given of 5 years. This means that Lugarde shall, if there is an instance of demonstrable materials or manufacturing errors, at its discretion, replace the defective parts free of charge or repairs these or that Lugarde compensates the net amount of the invoice of the defective parts, without that there will be any obligation to compensation of damages from its side.
- 8.3. Complaints will not be treated and the warranty becomes forfeit if:
 - a. the Customer does not report defects to the delivered within 8 days after establishment of the defect to Lugarde;
 - b. by the Customer and/or third parties repairs to the delivered have been executed;
 - c. to the delivered goods have been attached that shouldn't be attached to it;
 - d. defects are the consequence of a poor foundation, improper assembly, wrong treatment, poor maintenance or the use of the wrong means of maintenance;
 - e. defects are the consequence of products that have not been delivered by Lugarde;
 - f. defects which have been caused by man, animal or forces of nature.
- 8.4. The Customer must give Lugarde the possibility to investigate the warranty claim.

Article 9: Payment

- 9.1. Payment must take place within the term that is stated on the invoice.
- 9.2. Lugarde can require from the Customer that he pays the amount of the invoice in advance or a down payment. If the Customer does not timely pay the amount invoiced in advance, then Lugarde has the right to suspend the delivery of the goods until the complete outstanding amount of the invoice has been paid. Lugarde is not liable for the possible damages that the Customer suffers by the suspension.
- 9.3. If the Customer does not pay within the payment term, then the Customer is in default and an interest of 1% per month shall be brought into account to the Customer, from the moment of exceeding up to the satisfaction of the complete due amount.
A part of the month will be regarded as a full month. All in-court and out-of-court collection

costs that Lugarde makes to collect the claim from the Customer will be for the account of the Customer. The out-of-court collection costs are set at 15% of the principal amount with a minimum of €100.

- 9.4. All payments executed by the Customer serve primarily for the satisfaction of the possible interest and collection costs made by Lugarde and subsequently to satisfaction of the oldest outstanding invoices.

Article 10: Retention of property

- 10.1. All goods delivered and yet to be delivered remain the property of Lugarde, until all claims (sales price, interest, and collection costs) that Lugarde has or shall acquire on the Customer have been fully paid.
- 10.2. For as long as the property of the goods has not been transferred to the Customer, the Customer may not put a lien on the goods, grant to third parties any other right thereon or sell these onwards outside his normal conduct of enterprise.
- 10.3. The Customer must each time do all that reasonably may be expected of him to safeguard the property rights of Lugarde.
- 10.4. If third parties put an attachment on the goods delivered under the retention of property or wish to vest rights thereon or make claims thereto, then the Customer is obliged to notify Lugarde thereof immediately.
- 10.5. If the Customer does not or not fully comply with his obligations towards Lugarde and in case of the dissolution of the Agreement, on whichever basis, then Lugarde is authorised to take back all goods, on which the retention of property rests, without prior notification of default or intervention of the courts, notwithstanding the right of Lugarde to complete compensation of damages.

Article 11: Dissolution

- 11.1. If an attachment is placed on the goods of the Customer, the Customer files for the suspension of payment, is declared in a state of bankruptcy or otherwise loses the free disposition over his capital, or in case of cessation or liquidation of the enterprise of the Customer, Lugarde has the right to suspend (further) execution of all Agreement(s) concluded with the Customer, or to dissolve these Agreement(s) in whole or in part, notwithstanding the right of Lugarde to compensation of damages.
- 11.2. If the Customer does not comply with one of his obligations towards Lugarde or Lugarde fears that the Customer shall not be able to cover his obligations and the Customer is not able to provide upon first request of Lugarde adequate surety for the compliance with his obligations, then Lugarde has the right to dissolve the Agreement(s) in whole or in part, notwithstanding the right of Lugarde to compensation of damages.
- 11.3. As a consequence of the execution of the sections 1 and/or 2 Lugarde is not liable to any compensation of damages. In case an event occurs as referred to in section 1 and/or 2, all claims of Lugarde on the Customer shall immediately and fully be payable upon demand.

Article 12: Liability and expiry

- 12.1. Lugarde cannot be required to compensate any damages, that are a direct or indirect consequence of Force Majeure or any act or omission of the Customer.
- 12.2. Lugarde is not liable for damages because Lugarde relied on incorrect and/or incomplete information provided by the Customer.
- 12.3. Lugarde is not liable for damages that the Customer suffers because the Customer does not store, keep, processes, packages, transports or assembles the goods in the correct manner.
- 12.4. Lugarde is not liable for possible accidents with or damages to the goods, by wrong or inexpert use, assembly in violation of the assembly prescriptions or use in violation of the use instructions.
- 12.5. Lugarde is never required to pay compensation of damages as a consequence of consequential damage, such as missed turnover, missed profits, missed savings, production damage, enterprise damage, enterprise disruption, delay damage and indirect damages.
- 12.6. If Lugarde should be liable for any damages, then the liability of Lugarde is limited to the amount of the distribution made by the insurer of Lugarde. If the insurer in any case does not proceed to distribution or the damages are not covered by the insurance, then the liability of

Lugarde is limited to the amount of the invoice, at least to that part of the agreement to which the liability concerns.

- 12.7. All claims towards Lugarde that have not been submitted within 1 year after their emergence to Lugarde are forfeit by expiry.

Article 13: Force Majeure

- 13.1. Lugarde is not required to be in compliance with any obligation if it is thereto hindered as a consequence of Force Majeure. Under Force Majeure will among others be understood as: extreme weather conditions; flooding; earth movements; terrorism; impediments by third parties; impediments in the transport; work strikes; riots, wars or dangers of war; loss of or damaging to goods during the transport thereof; ex- and import bans; not timely delivery by suppliers of Lugarde; fires, disruptions and accidents in the enterprise of Lugarde; (international) government measures.
- 13.2. If there is an instance of Force Majeure, then Lugarde shall be relieved of its obligation to delivery. It shall depend on the circumstances of the case whether that will be entirely or in part the case and shall remain so, or whether there shall only be an instance of a suspension of delivery. In case of the ability to deliver after all, and/or be changed, then both Lugarde and the Customer will be required to utilise that possibility.

Article 14: Final clauses

- 14.1. In case of interpretation of the content and tenor of these General Terms and Conditions for Delivery, the Netherlands' text thereof shall each time prevail.
- 14.2. The Laws of the Netherlands are applicable to each Agreement between Lugarde and the Customer.
- 14.3. All disputes regarding Agreements between the Customer and Lugarde will be submitted to the competent court in the Court District where Lugarde is having its seat of business.
- 14.4. These General Terms and Conditions for Delivery have been filed under number 717 at the Chamber of Commerce in Apeldoorn, the Netherlands.