

Terms and Conditions B2B – Version 28022017

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Article 1 – Identity of the seller

Seller:	Orangerie Finest Living V.O.F.
Trademarks:	INTOLED
Registered address & business address:	Fahrenheitstraat 11 6003DC Weert, the Netherlands
Chamber of Commerce number:	18068331
VAT Number:	NL855492739B01

Article 2 - Applicability

1. The Terms and Conditions apply to all quotations and offers made by INTOLED to any buyer acting in the capacity of his/her occupation or business and any orders by such buyer and any agreements regarding the delivery of goods and/or services by INTOLED and the purchase thereof by such buyer. These general terms and conditions do not apply to a buyer acting in the capacity of consumer, for whom separate general terms and conditions apply.
2. Derogations from these terms and conditions shall be valid only if they have been explicitly agreed in writing.
3. The application of the buyer's purchasing terms or other Terms and Conditions is expressly rejected.
4. Should one or more of the provisions of the Terms and Conditions at any time become partially or wholly invalid or unenforceable, the remainder of the provisions shall remain in full effect.
5. In case of invalid or unenforceable provisions, the Parties shall enter consultations with the aim of agreeing an alternative valid and enforceable provision, whereby the scope of the agreement is maintained.

6. Should INTOLED at any time refrain from requiring strict compliance with the Terms and Conditions, this shall have no bearing on the applicability of the provisions, which remain in full effect, or in any way limit INTOLED's right to require strict observance of the provisions.
7. This document is a translation of the original Dutch version of the applicable general terms and conditions. While every effort has been made to ensure the accuracy and completeness of the translation, in case of a discrepancy between the two versions the Dutch original is binding.

Article 3 – Establishing the agreement

1. All offers and quotes by INTOLED are free from obligation and may be revoked, even when they include an acceptance term.
2. An agreement is concluded when the buyer accepts the offer or quote, followed by the acceptance thereof by INTOLED. Such acceptance has no prescribed format and may manifest itself through the commencement of the agreement's implementation by INTOLED, e.g. the shipping of an order.
3. INTOLED is not bound by an acceptance that derogates from the offer or quote. The agreement is not concluded in accordance with the deviating acceptance unless otherwise indicated by INTOLED.
4. A composite price quote does not oblige INTOLED to carry out a part of the order or assignment for the corresponding partial price.
5. Offers and quotes do not automatically apply to future orders.
6. Every agreement is concluded under the suspending condition that the buyer's solvency is sufficiently proven and/or guaranteed. If requested, the buyer shall provide INTOLED with sufficient security.

Article 4 – Implementation of the agreement

1. Continuing performance agreements are concluded for an indefinite period of time, unless the nature of the agreement requires otherwise or the parties have expressly agreed otherwise in writing.
2. Delivery dates communicated or agreed upon are approximate only and INTOLED shall not be liable for, nor shall INTOLED be in breach of its obligations to buyer for any delivery made within a reasonable time before or after such delivery date. If a delivery date has been exceeded, the buyer is required to give INTOLED written notice of failure to deliver and a reasonable time in which to cure. INTOLED shall not be liable for damages suffered by buyer due to an exceeded delivery date for whatever reason, unless otherwise agreed expressly in writing.
3. The delivery address shall always be – in absence of a contrary arrangement – the actual address of the buyer or the address specified by the buyer in the order and/or the address of the buyer's branch that has entered the agreement.
4. The buyer is not entitled to transfer the rights and obligations arising from the agreement to a third party without the written consent of INTOLED. This consent may be subject to conditions.
5. INTOLED has the right to carry out the agreement in several stages and may invoice the completed stages separately.

Article 5 – Suspension and termination of the agreement

1. INTOLED is authorized to, at her discretion, suspend the performance of her obligations or terminate the agreement in the case of:
 - a) the buyer's failure to perform or the buyer's incomplete or late performance;
 - b) circumstances becoming known to INTOLED after the conclusion of the agreement, that give rise to serious suspicion of the buyer's failure to perform;
 - c) the buyer's failure to provide security or failure to provide sufficient security for the performance of his obligations as requested upon concluding the agreement;

- d) delays in the execution of the agreement, attributable to the buyer, because of which INTOLED can no longer be expected to execute the agreement under the originally agreed conditions;
 - e) force majeure, as stipulated in article 6 of these terms and conditions, or the occurrence of such circumstances because of which the performance and execution of the agreement by INTOLED becomes impossible or the unaltered continuation of the agreement cannot reasonably be demanded.
2. In the event of termination or suspension by INTOLED under paragraph one of this article, INTOLED is in no way liable for damages or costs suffered by the buyer. Any of INTOLED's claims on the buyer, arising from the termination of the agreement are immediately due and payable.
 3. If the termination or suspension of the agreement by INTOLED is the result of a failure attributable to the buyer, INTOLED is entitled to claim the full damages from the buyer.
 4. If the buyer completely or partially cancels a registered order, INTOLED shall claim the costs of ordered materials by charging the buyer a restocking fee in the amount of 20% of the sales value of the canceled (partial) order.

Article 6 – Force Majeure

1. Force Majeure consists of circumstances beyond the control of INTOLED of such a nature that the performance or continued performance of the agreement by INTOLED cannot reasonably be demanded. This includes, but is not limited to, the following:
 - a) the failure of performance, incomplete, incorrect or late performance by any third party (including by the buyer) related to INTOLED's own performance;
 - b) strikes within INTOLED or third parties;
 - c) transportation disruptions;
 - d) government measures that prevent INTOLED from performing her obligations properly or in a timely manner;
 - e) riots, civil disturbance, war;
 - f) extreme weather conditions;
 - g) fire;
 - h) import-, export-, or transit embargoes.
2. In the event of temporary force majeure, INTOLED has the right to choose to suspend deliveries during this time or terminate the as-yet unperformed part of the agreement, without any obligation to pay damages. Should this period exceed two months, the buyer attains the right to terminate the as-yet unperformed part of the agreement.

Article 7 - Pricing

1. All prices employed by INTOLED are based on price-determining factors valid at the time of submission of offers and quotes.
2. Unless expressly agreed otherwise, the prices applied by INTOLED are exclusive of VAT, other government levies, shipping, porto and packing costs and other costs arising from the agreement, including travel, accommodation and administration costs.
3. Should INTOLED and the buyer agree on a fixed price, INTOLED nevertheless has the right to raise this price at any time without giving the buyer the right to terminate the agreement as a result of the rise in price derives from a legal right or obligation based on the law, or is the result of the increased price of fuel, wages, production costs, currency exchange rates et cetera, or other grounds that could not reasonably have been foreseen.

Article 8 – Payment

1. Unless otherwise agreed, payments must be made within 8 days after the invoice date indicated on an invoice issued by INTOLED. INTOLED maintains the right to require a deposit, in the form of advance payment or installments. If payment in installments has been agreed, INTOLED shall send an invoice to the buyer for each installment around the date that it is due.
2. INTOLED maintains the right to require security from the buyer as a safeguard for the timely and complete fulfilment of payment obligations.
3. Should the buyer fail the timely payment of an invoice, the buyer enters immediate default. The buyer is then obligated to pay default interest in the amount of 1% per month, with a minimum of € 50,-
, unless the statutory interest is higher, in which case the statutory interest is owed. The interest on the due amount shall be calculated from the moment the buyer enters default until the moment the due amount is paid in full.
4. INTOLED is entitled to apply the buyer's payments first towards offsetting costs, then interest due and finally to the principle sum and accruing interest.
5. INTOLED may, without entering default, reject an offer of payment, if the buyer indicates a different order of application of the payment. INTOLED can reject the full payment of the principal sum if the interest due, accruing interest and collection costs are not concurrently paid in full.
6. The buyer shall have no right to set-off the amount owed to INTOLED.
7. Objections to the amount due indicated on an invoice do not suspend the payment obligations of the buyer.
8. Should the buyer enter default regarding the (timely) fulfillment of his obligations, all costs, reasonably incurred to obtain satisfaction outside the courts (collection costs) shall be charged to the buyer. These extra-judicial costs amount to 15% of the principal amount due, with a minimum of € 40,-. Should INTOLED incur higher collection costs than were reasonably necessary, the actual incurred costs are eligible for reimbursement. Judicial and enforcement costs are incurred at the expense of the buyer.
9. Electronic payments to INTOLED by the buyer, including via the internet and credit cards, fall under the risk of the buyer. INTOLED is not liable for the buyer's damages related to or resulting from electronic payments, via the internet or through the use of credit cards. The buyer provides credit card data to INTOLED at his own risk.

Article 9 – Buyer's Obligations

1. The buyer is obliged to enable INTOLED to make deliveries.
2. The buyer guarantees at his own expense and risk that:
 - a. INTOLED will be provided with the cooperation necessary for fulfillment of obligations;
 - b. the ordered products and/or services will be accepted;
 - c. delivery shall take place under normal working conditions, during normal office hours on working days from 08.00–18.00;
 - d. in case of installation by INTOLED:
 - i. activities carried out by third parties, not part of the work assigned to INTOLED, will be carried out in a proper and timely manner, and without hindrance to the work tasked to INTOLED;
 - ii. light and energy supplies will be made available within a reasonable distance and the premises where work is being carried out are kept clean, dry and sufficiently heated;

- e. in case of a delivery to a location or floor specified by the buyer, that the products to be delivered may be transported to the delivery location with a suitable lift or alternative means of transport, and that the transport of the products through the building remains unhindered.
3. If delivery of the ordered products and/or services is offered, but delivery was deemed impossible because the buyer failed to comply with one of the obligations listed above in paragraphs 1 and 2, delivery shall be considered rejected. From that moment the buyer enters into immediate default, without requiring further notice of default by INTOLED. The delivery date of the ordered products and/or services shall be considered the day of the rejected delivery. Risk of loss in the products shall pass to the buyer upon such determined delivery date.
4. Without prejudice to the buyer's obligation of payment, the buyer shall be liable to compensate any damages or costs incurred because of the rejection of delivery as defined in paragraph 3; including storage and transport costs, the latter conforming to usual local prices.

Article 10 – Retention of Title

1. Title in the products delivered by INTOLED shall not pass to buyer until the buyer has fulfilled all his obligations towards INTOLED in full.
2. The products delivered by INTOLED, covered by the retention of title defined in paragraph 1 of this article, may not be sold and may not be used as a form of payment. The buyer is not authorized to pledge or otherwise encumber products falling under title retention.
3. The buyer is, notwithstanding paragraph 1 of this Article, authorized to employ the products supplied by INTOLED in the scope of normal business operations.
4. The buyer shall always do everything reasonably expected of him to secure the property rights of INTOLED.
5. Should third parties seize the products covered by title retention or the rights arising from the products, the buyer is obligated to inform INTOLED immediately.
6. The buyer must insure and maintain insured the products delivered under retention of title, against fire, explosion and water damage, as well as against theft, and submit the insurance policy to INTOLED at first request. INTOLED is entitled to the payments in the event of payouts of the insurance policy. Insofar as necessary, the buyer commits himself in advance to offer cooperation and assistance to INTOLED as far as necessary or desirable.
Should INTOLED choose to execute her property rights as referred to in this article, the buyer gives advance, unconditional and irrevocable consent to INTOLED and third parties, authorized by INTOLED, to enter all premises where the property of INTOLED is located to recover the products.

Article 11 – Warranties, inspection and terms of limitation

1. The products delivered by INTOLED comply with the usual requirements and standards reasonably applicable at the moment of delivery and for their intended purpose according to normal use in the Netherlands. The warranty defined in this article is applicable to products intended for use within the Netherlands. For use outside of the Netherlands, the buyer is responsible for verifying whether the product is suitable for use there and whether the product meets all requirements. In that case, INTOLED may apply different warranties and conditions with respect to the delivery of products or performance of activities.
2. The warranty defined in paragraph 1 of this Article is not applicable to products manufactured by third parties. For such products, the warranty is limited to the warranty offered by the third party (the manufacturer's warranty) unless otherwise agreed in writing.
3. Refurbished products and products for which it has been agreed with the buyer that they are not in new condition are covered by a warranty of three months.

4. If a product under warranty no longer functions or functions properly, the buyer shall notify INTOLED as soon as possible in writing. The buyer shall await instruction from INTOLED before returning the product.
5. All forms of warranty expire if the defect occurs as the result of or arising from improper or inappropriate use of the product, lacking maintenance, intent or gross negligence, improper storage or maintenance by the buyer and/or third parties, or if the buyer or third parties have, without the written consent of INTOLED, made or attempted to make changes to the product, attached other items not intended to be attached, or the product was processed or modified in a non-compliant manner. The buyer is also not entitled to bring claims under the warranty if the defect is the result of or arises from circumstances beyond the control of INTOLED, including weather conditions (for example, but not limited to extreme rainfall or temperatures) et cetera.
6. Any defect, occurring during the normal and proper use of a product, shall be, at the choosing of INTOLED, repaired or replaced with an equivalent product, at the written request of the buyer within the warranty period, at no cost.
7. The same conditions apply to a INTOLED three-month guarantee for repairs. In this case, transport costs shall be covered by INTOLED; the buyer remains required to carefully comply with shipping instructions.
8. Should it be established that a complaint is unfounded, any related costs incurred by INTOLED (including costs of investigation) shall be paid in full by the buyer.
9. After the warranty period, all costs of repair or replacement, including administration, shipping and call-out charges shall be invoiced to the buyer.
10. Notwithstanding and in derogation from the statutory period of limitation, the period of limitation is one year, for all claims and defenses against INTOLED and third parties involved in the execution of the agreement by INTOLED.

Article 12 - Claims

1. The buyer is required to examine the delivered products immediately after the products are made available. The buyer is thereby required to determine if the quality and quantity of the delivered products comply with the agreement and fulfills the requirements agreed between the parties in that respect. INTOLED shall be notified of any visible non-conformities in writing within 48 hours after delivery. INTOLED shall be notified of any non-visible defects/non-conformities immediately, in any case within 14 days of discovery. The notice shall include a detailed description of the defect, to enable INTOLED to react adequately. The buyer shall provide INTOLED with the opportunity to investigate a claim.
2. Damage to the packaging and/or outer carton of the product, visible at the moment of delivery, shall be indicated on the consignment note, packing slip or scan terminal of the delivery service or carrier. If no such notice of a defect is made, the buyer forfeits his right to repair, replacement and compensation.
3. A timely complaint by the buyer does not suspend his obligation of payment. In such a case, the buyer maintains the obligation of acceptance and payment for additionally ordered items.
4. If notice of defect is given later, the buyer forfeits his right to repair, replacement and compensation.
5. Products subject to complaint shall be returned to INTOLED only with the express prior consent of INTOLED. Returns shall include the original packaging and the buyer remains nevertheless bound to carefully comply with shipping instructions. INTOLED retains the right to require shipment of such returns to a specified address.
6. If the non-conformity of a product is established and a complaint has been made in a timely manner, INTOLED shall, within a reasonable period after receiving the return shipment, or should return of the product not reasonably be possible, the written notification of the non-conformity by the buyer, choose to replace or repair the product, or compensate the buyer with a discount. Should INTOLED

choose to replace the product, the buyer is required to return the replaced item to INTOLED and – insofar ownership had been transferred to the buyer – transfer ownership back to INTOLED, unless otherwise indicated by INTOLED.

7. Complaints regarding invoices shall be submitted in writing within five working days after the date of sending the invoice.
8. Statutory provisions concerning distance agreements do not apply to the agreement between INTOLED and the buyer.

Article 13 - Recourse

1. Unless otherwise agreed in writing, the buyer is considered the end-user and shall not resell the purchased products in the scope of his occupation or business.
2. In the event of resale by the buyer, claims of damages arising from Article 7:25 of the Civil Code will only be considered:
 - a. if the buyer was not aware and ought not to have been aware of the facts related to the product's defects;
 - b. insofar as the buyer demonstrates that the defects are not the result of circumstances arising after delivery of the product to the buyer;
 - c. after the buyer transfers the product, the completed INTOLED RMA form, the certificate of purchase and delivery slip to INTOLED;
 - d. after the buyer provides a written statement from the end-user assigning his rights arising from product liability to the buyer, together with the buyer's statement assigning the above rights to INTOLED.
3. INTOLED shall not reimburse any investigation or handling fees or other costs (including costs incurred in for the finding/collecting of data and documents such as a purchase invoice, or storage and disposal costs) the buyer incurs in the filing, administration, referral or settlement of a damages claim. In the case of a re-selling buyer, these activities shall be considered to fall within the scope of the buyer's normal business operations.

Article 14 - Liability

1. Should INTOLED be held liable, this liability is limited as defined in the following provision.
2. INTOLED is not liable for damages of any nature that are the result of INTOLED's assumptions based on incorrect or incomplete information provided by the buyer.
3. Should INTOLED be held liable for any damages, INTOLED's liability shall be limited to the maximum of one time the invoice value of the order or at most to the invoice value of the part of the order forming the basis for liability.
4. INTOLED's liability shall always and in any case be restricted to the sum paid out by her insurer in that particular case.
5. INTOLED is liable exclusively for direct damages; never for indirect damages. Indirect damages include consequential damages, loss of profit, lost savings or interrupted business operations.
6. The restrictions and limitations to liability defined in this Article do not apply if the damages are the result of intent or gross negligence on the part of INTOLED or her managerial employees.

Article 15 - Software & Data Storage

1. The buyer receives a data storage device with the purchase of a software product (cd-rom etc.), as well as the corresponding documentation (if available), the user license per the Manufacturer's licensing conditions.
2. The buyer automatically agrees to the applicable licensing conditions by means of first use of the software. The intellectual property rights of the Product remain property of the license provider. All rights to product names, brands, logos etc., belong to the respective rights holders. Buyer shall respect

all rights of third parties during use of the products.

3. Installation of new software as well as modification of already-installed software carries the risk of data loss. The buyer shall take measures to prevent data loss. INTOLED is not liable for damages arising from the installation of new software.
4. INTOLED is in no way liable for loss of data from INTOLED storage media, except in proven cases of INTOLED's intent or gross negligence.

Article 16 – Transfer of Risk

1. The risk of loss, damages or depreciation of products shall pass to the buyer upon delivery.

Article 17 - Indemnification

1. The buyer indemnifies INTOLED for, defends and holds harmless from, third party claims for damages to the third party arising from the implementation of the agreement and which cannot be attributed to INTOLED.
2. If INTOLED is subject to third party claims, the buyer is obliged to defend and aid INTOLED in ensuing judicial and extra-judicial proceedings and immediately take all expected steps. Should the buyer fail to take adequate measures, INTOLED is entitled to take such action without reminder or notice of default. All resulting costs and damages incurred by INTOLED and third parties shall be at the expense and risk of the buyer.

Article 18 - Privacy

1. INTOLED handles all personal data in compliance with applicable law, in particular with the Data Protection Act.
2. All data provided by the buyer are used exclusively by INTOLED for the conclusion and execution of the agreement (including the additional provisions, including these Terms and Conditions), as well as insofar as necessary for the operation of INTOLED. Data are shared with third parties as necessary for the above purposes.

Article 19 – Disputes and applicable law

1. Dutch law exclusively governs all legal relations whereby INTOLED constitutes one of the parties, even when the contract is to be partially or wholly executed outside of the Netherlands or when a party to the relevant agreement is domiciled there. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.
2. All disputes shall be brought in the first instance before the competent court of the district of Limburg, provided that INTOLED is entitled to bring the dispute in a different court which would, should the previous provision be disregarded, be competent to exercise jurisdiction in the matter.
3. The parties shall only bring the dispute before a court after their best efforts to solve the dispute through mutual consultation.
4. Should one of the parties deem there to be a dispute and wish to file a claim, the party shall notify the opposing party in writing, with a description of the dispute.

Article 20 – Modification of the Terms and Conditions

1. INTOLED retains the right to unilaterally modify these Terms and Conditions. Modifications shall be published on the INTOLED. All modified provisions will be enforced 30 days after being published.