

General sale, delivery and acceptance conditions of Houthoff Zoo Design b.v. in Rotterdam

Article 1 : Applicability

These general sale, delivery and acceptance conditions apply to all our quotations and agreements entered into with us, as well as to all actions related thereto or arising there from, except for other terms provided in writing.

Article 2 : Quotation and establishment agreement

All of our quotations are non-binding. An agreement is only established based on a contract awarded to us based on our quotation:

- accepted by us in writing within 10 workdays after granting the contract, or*
- followed up by the implementation of the contract by us, or*
- followed up by signing of the agreement by us and the principal.*

Article 3: Joint liability

If two or more persons jointly commission a contract to us, each of them is severally liable for everything arising from the agreement.

Article 4: delivery

4.1 Unless explicitly agreed, specified delivery terms shall never be considered to be fatal terms. In case of non-timely delivery we need to receive a notice of default in writing. Exceeding the specified delivery terms shall never lead to any liability to compensate on our part, nor will it entitle the principal to dissolve the agreement.

4.2 All delays and/or added work not caused by Houthoff Zoo Design due to, but not limited to: change of design, weather conditions, design flaws, etc, etc, by other contractors/party's will be charged as extra work.

4.3 The artistic design of an object/project is always for interpretation of Houthoff Zoo design and is binding, unless agreed otherwise in writing.

4.4 In case of bankruptcy, suspension of payment or in case of attachment at the Principal, we have the right to terminate or suspend the delivery without further notification.

4.5 Minimal deviations in the amount of goods we deliver, that fall within common or reasonable tolerance, are allowed without prior consent of the Principal, without any further obligations on our part.

4.6 The principal has the right to, for a period of 30 days after delivery, demand repair or improvement of defects caused by our fault or negligence, without any further obligations on our part. The principal is required to notify us of this in writing.

Article 5: Force Majeure:

5.1 If prior to or during the implementation of the agreement it appears that the (further) implementation of the agreement is no longer possible as the result of Force Majeure, or can no longer be expected within reason due to a non-attributable shortcoming, which could not be foreseen when entering into the agreement, we have the right, without being liable to any compensation of damage, to suspend the implementation of the agreement or to declare the agreement dissolved.

5.2 Force Majeure includes but is not limited to: all involuntary corporate disruptions or obstacles such as storm damage and other natural disasters, fires, obstacles posed by third parties, partial, of full strikes, explosion, riots, war

illness among almost all employees and all other circumstances, events, causes and results that are beyond our influence or control.

Article 6: Obligations of Principal:

6.1 *Unless agreed otherwise, Principal commits to, at his/her expense, ensure the following:*

- a) providing the required electricity*
- b) providing the required tap water*
- c) a place for our equipment in the immediate vicinity of the workshop*
- d) any permits, approvals or exemptions*
- e) enabling us to do our work without obstacles*
- f) consultation with police, fire department and other bodies, parties or contractors*
- g) delineation and / or closure of the work site*

6.2 *If the principal does not, not completely or not timely fulfill one or more of the obligations referred to in Article 6.1, we have the right to take the necessary measures ourselves, whereas the principal the costs incurred by us in that context, needs to compensate these costs on our first request.*

Article 7: Prices and payment:

7.1 *The prices indicated in our quotation(s) have a validity of 3 months. If the quotation isn't established within this period, we have the right to adjust the prices where necessary.*

7.2 *All prices indicated are exclusive of VAT at that time.*

7.3 *All prices are based on normal working conditions, which means, if circumstances arise based on which work can be implemented in a normal manner and the principal wants us to continue working, we have the right to charge the principal an additional price for the hours and costs which we deem necessary to be able to continue working.*

7.4 *All invoices are payable to our location in Rotterdam, within 30 days after invoice date.*

7.5 *If the principal fails to complete payment in a timely manner, an interest will be due of 1.5% per month starting the expiry date of the invoice, as well as an amount for administrative compensation or extrajudicial collection costs, which can be determined to be 15% of the outstanding invoice with a minimum of € 223,50 In case of failure to pay within 30 days after the invoice data, the principal will be automatically in default.*

7.6 *Principal needs to pay a deposit of 15% of the contract price, 10 workdays prior to the start of the work. In case of works of which the total price is more than € 11.000,00 we will charge the work in installments of € 5.000,00 or higher. These terms will be transferred to the principal on a moment to be determined by us and proportionate to the progress of the work.*

7.7 *If the principal hasn't protested against the invoice or reclaimed the (content of the) invoice in writing within 10 days after it has been sent, the principal is deemed to have approved the invoice.*

7.8 *If and to the extent that the principal withdraws the contract awarded to us, the principal forfeits an immediately payable amount equal to 25% of the agreed sum for the work, without prejudice to our right to demand additional compensation of damage and without prejudice to payment of work already performed.*

Article 8: Retention of Title

8.1 All goods delivered by us shall remain our property, until full payment to us has been completed of all goods or services delivered or to be delivered by us.

8.2 The plans, models, calculations, descriptions etc, created by us, remain our property and cannot be provided to third parties without our written consent.

8.3 As long as the principal is in default with regard to the compliance with any obligations against us, we remain owners of the materials supplied, that haven't been processed yet.

Article 9: Liability

9.1 If and to the extent that we are liable for compensation of damage against principal, we will never be required to pay an amount in damage to the principal larger than the amount to be recovered by us from our insurer in that context.

9.2 We can never be held liable for payment of consequential damage, such as corporate damage etc, and we are never liable to compensate damage to buyers/principal of our principal.

9.3 Furthermore, we can never be held liable for compensation of damage which is the result of a normal side-effect of the work commissioned to us.

Article 10: Disputes

10.1 To all agreements entered into with us and as well as to all quotations, Dutch Law applies.

10.2 All disputes following quotations and / or agreements and payments to which these provisions apply, shall be settled by the competent court of our location.

Thus filed at the Chamber of Commerce in Rotterdam.