



---

## GENERAL TERMS AND CONDITIONS

Of Marron-Ecodeck B.V. with its registered office in Medemblik

### **Article 1: Definitions**

- 1.1 In these general terms and conditions, the following definitions are used.
- 1.2 Marron: the private company with limited liability Marron-Ecodeck B.V., with its registered office in Medemblik, registered with the Chamber of Commerce under number 83422536.
- 1.3 Client: the counterparty that receives an offer from Marron-Ecodeck, enters into an agreement with Marron-Ecodeck or enters into negotiations with Marron-Ecodeck in that respect.

### **Article 2: Applicability**

- 2.1 These conditions apply to all agreements and the work ensuing from them, including the delivery of goods and services, with Marron-Ecodeck. The conditions also apply to all proposals and offers that Marron-Ecodeck presents to the Client.
- 2.2 The applicability of the Client's general terms and conditions is hereby expressly excluded. This also applies if the confirmation of the assignment is drawn up by the Client and the Client declares its general terms and conditions applicable therein, irrespective of whether Marron-Ecodeck has signed this confirmation of the assignment.
- 2.3 By concluding an agreement and/or requesting an offer, the Client accepts these general terms and conditions.
- 2.4 Deviations from these conditions are only valid if these have been agreed in writing. These deviations will only apply for the relevant proposals and agreements to which these apply.
- 2.5 If one or more provisions of these general terms and conditions are void or voidable, the other provisions of these general terms and conditions will remain in full effect. The voidable provision will be replaced by a provision that insofar as possible takes account of the purpose and scope of the voidable provision.

### **Article 3: Offer and establishment of agreements**

- 3.1 Oral proposals and offers do not bind Marron-Ecodeck, unless these are then confirmed by Marron-Ecodeck in writing.
- 3.2 All proposals and offers made by Marron-Ecodeck are entirely without obligation, unless expressly stated otherwise in writing, or if a term for acceptance is given. Marron-Ecodeck is entitled to revoke a proposal or offer if unforeseen circumstances such as unexpected factors that increase cost prices take place or in case of misprints, calculation errors or typographical errors.
- 3.3 Marron-Ecodeck's proposals and offers can only be accepted by the Client without adjustments and/or deviations.
- 3.4 The Client guarantees the accuracy of the details it provides to Marron-Ecodeck based on which Marron-Ecodeck issues an offer.



- 3.5 Marron-Ecodeck will inform the Client of formats, dimensions, numbers, weights, colours, designs, calculations, rates and processing options with the greatest possible care, but cannot ensure that no deviations can or will take place.

#### **Article 4: Agreements**

- 4.1 As soon as the Client has accepted an offer or proposal from Marron-Ecodeck, has granted an assignment or placed an order and Marron-Ecodeck has confirmed this in writing, an agreement has been created.
- 4.2 If the Client consists of multiple natural persons or legal entities, these are all jointly and severally liable for the performance of the agreement.
- 4.3 If a third party proceeds to conclude an agreement on behalf of the Client, this third party will guarantee that the Client has accepted the agreement and these general terms and conditions, failing which the third party is bound by these general terms and conditions as if it entered into the agreement itself.
- 4.4 When making agreements with the Client, Marron-Ecodeck can assume that those parties acting in the Client's name are authorised to do so. The Client is therefore bound to such agreements vis-à-vis Marron-Ecodeck.

#### **Article 5: Execution of the agreement**

- 5.1 Marron-Ecodeck will execute the agreement on the basis of the details provided by the Client. Marron-Ecodeck assumes that the details provided by the Client are accurate and complete. If it turns out later that these details were not accurate or complete, Marron-Ecodeck is not obliged to execute the agreement. The Client cannot then lay claim to any compensation of damages vis-à-vis Marron-Ecodeck. The Client will be liable for the costs Marron-Ecodeck incurred as a result, without prejudice to Marron-Ecodeck's right to execute the agreement at a higher price than agreed.
- 5.2 Marron-Ecodeck is entitled to outsource the full or partial execution of the agreement to third parties.
- 5.3 Without Marron-Ecodeck's prior written permission, the Client is not entitled to transfer rights or obligations under the agreement to third parties.
- 5.4 Marron-Ecodeck is authorised to suspend the execution of the agreement if circumstances take place that justify this action.
- 5.5 Marron-Ecodeck is only obliged to provide documentation concerning the goods to be supplied, such as manuals, if this has been agreed in writing.
- 5.6 If required, Marron-Ecodeck will provide a certificate that shows the origin of its material, such as wood. The Client is not entitled to set other requirements, except the requirement of certification, for the origin, the country of origin or the company from which Marron-Ecodeck purchases its materials.
- 5.7 If the use of a certain material has been agreed between Marron-Ecodeck and the Client, Marron-Ecodeck is entitled to replace the agreed material by a comparable material, provided this does not result in a fundamental breach of contract.
- 5.8 Marron-Ecodeck cannot fully guarantee the colour and degree of hardness to the Client. The Client will have to accept nuances in colour and hardness.
- 5.9 If Marron-Ecodeck performs work to items that are the property of the Client, the risk for those items remains with the Client.  
The Client is obliged to take out adequate insurance for this purpose.

- 5.10 If Marron-Ecodeck has to perform work at the Client's location for the execution of the agreement, the Client will ensure that Marron-Ecodeck can perform this work properly and that all items required are present. This is only the case if Marron-Ecodeck can fully perform its work on the agreed day in accordance with its work plan. Marron-Ecodeck does not accept situations in which it is only able to perform part of the work because third parties are still working at the site or the preparatory work has not yet been completed. The Client is also obliged to provide:
- A dry space in which Marron-Ecodeck can perform its work, provided with enough power, sufficient lighting, heating (at least 10 °C) and shade (in case of weather conditions exceeding 25 °C);
  - A windproof and waterproof storage space for Marron-Ecodeck's materials, with a temperature of at least 10 °C;
- Marron-Ecodeck is entitled to suspend its work for as long as these conditions are not met.
- 5.11 The Client is liable vis-à-vis Marron-Ecodeck for the costs that must be incurred if one or more of the conditions as described in 5.10 are not met. Marron-Ecodeck is then also entitled to charge the Client the hours that it had scheduled but during which it was unable to perform work. If, due to the Client's actions, Marron-Ecodeck cannot perform its work on the agreed date and must suspend its work, Marron-Ecodeck reserves the right vis-à-vis the Client to perform this work at a later point in time, without prejudice to the provisions concerning the charging of hours. The Client will then have to abide by the time when Marron-Ecodeck is able to reschedule the work. The Client is not allowed to perform the agreed work by itself and/or to have another party perform the work. If the Client does this anyway, Marron-Ecodeck is entitled to charge the Client for this work.

## **Article 6: Prices and payment**

- 6.1 The prices indicated by Marron-Ecodeck are exclusive of turnover tax, packaging and shipping costs and assembly costs, unless expressly indicated otherwise in writing. Marron-Ecodeck is entitled to charge a rush rate for rush orders.
- 6.2 If any increase of the cost price factors (such as an increase in levies, exchange rates, taxes, charges) takes place after conclusion of the agreement, but before execution of the agreement, Marron-Ecodeck is entitled to increase the price of the offer. The Client is then authorised to cancel the agreement. If the cost price factors have increased because the Client has not met its payment obligations in time, as a result of which Marron-Ecodeck had to suspend the execution of the assignment, the Client is obliged to pay Marron-Ecodeck the higher price, consisting of the increase in the cost price, and it is not entitled to cancel the assignment.
- 6.3 Marron-Ecodeck is entitled to charge extra costs, which are not expressly included in the agreement, on to the Client if incurring these costs is necessary for the execution of the agreement.
- 6.4 The Client must pay invoices within 14 days after the invoice date, unless otherwise agreed in writing.
- 6.5 Marron-Ecodeck is entitled to charge part of the invoice by way of an advance. Marron-Ecodeck is also entitled to charge partial deliveries in the interim.
- 6.6 Marron-Ecodeck is entitled to require the Client to provide security for the payment of the amounts to be paid to Marron-Ecodeck under the agreement.
- 6.7 If the Client has not fully met its payment obligations in time, the Client is in default by operation of law and the Client will owe Marron-Ecodeck contractual interest of 1% of the

---

unpaid amount per month. Marron-Ecodeck is then also entitled to suspend execution of the agreement until the Client has met its payment obligations.

- 6.8 In case of collection of the outstanding invoice, all costs in this respect, apart from Marron-Ecodeck's further claims to compensation of damage, will be payable by the Client, including both judicial and extrajudicial costs, which latter are set at 15% of the amount to be collected, with a minimum of € 40.

### **Article 7: Delivery**

- 7.1 The delivery times indicated by Marron-Ecodeck are only an indication and can never be considered a deadline.
- 7.2 The delivery time only commences when agreement has been reached on all commercial and technical details, the Client has provided Marron-Ecodeck with all necessary details, the agreed payments or instalments have been received and all other conditions for the execution of the agreement have been met.
- 7.3 The delivery time is based on the circumstances as they were known at the time of the conclusion of the agreement and on the timely delivery of the materials ordered by Marron-Ecodeck required for execution of the work. If a delay occurs that cannot be blamed on Marron-Ecodeck, Marron-Ecodeck is entitled to extend the delivery time by the time required to execute the agreement under these circumstances.
- 7.4 If Marron-Ecodeck has suspended the execution of the agreement, the indicated delivery time will be extended by the term of the suspension.
- 7.5 The mere expiry of the delivery time and/or execution period does not result in a default on Marron-Ecodeck's side, not even in case of a delivery deadline agreed in writing. Unless there is force majeure, Marron-Ecodeck is only in default if the Client has given it a written notice of default and a reasonable period for compliance, which period can never be shorter than 45 days.
- 7.6 Marron-Ecodeck is entitled to make partial deliveries.
- 7.7 Marron-Ecodeck determines the method of transport, shipping and packaging of ordered items.
- 7.8 The Client is obliged to immediately take receipt of items delivered by Marron-Ecodeck if these are delivered. If it has been agreed that the Client will pick up the ordered items from Marron-Ecodeck, these must be picked up within 7 days after Marron-Ecodeck has made it known that the items can be picked up. If items are stored for any reason whatsoever, for example because the Client has not taken receipt or cannot take possession of the items delivered by Marron-Ecodeck, this will at all times take place at the Client's expense and risk.
- 7.9 By taking possession of the items the Client confirms that the items were externally in good condition. The risk is transferred to the Client from that moment in time.

### **Article 8: Retention of title and right of retention**

- 8.1 All items delivered and to be delivered by Marron-Ecodeck remain Marron-Ecodeck's property as long as the Client has not fully met its payment obligations, including interest and costs.
- 8.2 During the period Marron-Ecodeck's retention of title is in effect, the Client is not entitled to use the delivered items or to pledge or encumber these items with any other right. The Client is obliged to inform Marron-Ecodeck in writing immediately if third parties wish to lay claim on items which are subject to a retention of title under this article.

- 8.3 As soon as the Client fails to meet its payment obligations vis-à-vis Marron-Ecodeck, Marron-Ecodeck is entitled to take back the items it delivered to the Client without further notice of default. By accepting these general terms and conditions, the Client authorises Marron-Ecodeck for this purpose to access business premises and other buildings where the delivered items are located, subject to, without further notice of default, an immediately payable penalty of € 1,000 per day the Client remains in default.
- 8.4 If the items delivered by Marron-Ecodeck have started to form part of a new item, the new item will replace the delivered items and the retention of title will apply to the new item.
- 8.5 As long as the Client has not fully met all obligations under the agreement, in particular the obligation to pay all outstanding invoices, interest and costs, Marron-Ecodeck is authorised to keep possession of all items of the Client.
- 8.6 Marron-Ecodeck also has the right of retention if the Client is put into liquidation or is at risk of being put into liquidation, or has applied for a suspension of payment.

## **Article 9: Complaints**

- 9.1 Unless otherwise agreed in writing, Marron-Ecodeck applies a guarantee period to its products of two months from the moment of delivery. The guarantee provided does not apply to wear and tear or to defects that arise as a result of parts that the Client has prescribed or made available. The claim to guarantee also lapses if the Client has not followed Marron-Ecodeck's instructions, if the Client has performed insufficient maintenance, if the Client has used the product for another purpose than that made known to Marron-Ecodeck in advance, or if the Client has had parties other than Marron-Ecodeck make modifications to the delivered item.
- 9.2 The Client is obliged to thoroughly inspect the work performed and items delivered by Marron-Ecodeck immediately after delivery for the correct amount, faults and defects and, if these are found, to inform Marron-Ecodeck thereof in writing immediately but at least within 14 days after the performance and delivery.
- 9.3 If the Client has not lodged a complaint within two months after the date of performance and delivery, the right to complain will lapse. If the Client has signed for delivery, the right to complain about the quantity of the delivered items and/or noticeable defects will lapse.
- 9.4 The Client is obliged to carefully specify the faults and defects it has established, while submitting relevant evidence.
- 9.5 If the Client complains about the quality of the item or performance of delivered items, the Client must immediately enable Marron-Ecodeck to check the faults and defects established by the Client. If Marron-Ecodeck believes that the complaint about the faults and defects established by the Client is justified, Marron-Ecodeck will have the option of either repairing the item or performance delivered or, replacing the item or performance delivered free of charge, or taking back the product in which case what has been charged will be credited. In that case, the Client can never lay claim to alternative or additional compensation of damages.

## **Article 10: Liability and loss**

- 10.1 Marron-Ecodeck accepts no liability whatsoever for loss suffered by the Client, unless this is the result of an attributable breach or unlawful act committed by Marron-Ecodeck.
- 10.2 If that is the case, Marron-Ecodeck's liability is limited to compensating material and direct loss up to the maximum of the invoice amount exclusive of VAT, subject to a maximum of

---

€ 10,000. Consequential loss, such as business interruption loss, lost profits, immaterial damage and other consequential loss is expressly excluded.

- 10.3 The Client must take out insurance at its own expense for its property stored by Marron-Ecodeck or stored, processed or transported by third parties engaged by Marron-Ecodeck. The Client must furthermore take out insurance at its own expense against direct trading loss, immaterial damage or other consequential loss that is the result of an attributable breach or unlawful act committed by Marron-Ecodeck.
- 10.4 The Client indemnifies Marron-Ecodeck against all claims of third parties due to product liability as a result of a defect in a product that the Client delivered to a third party and that partially or wholly consisted of products and/or materials delivered by Marron-Ecodeck.
- 10.5 Without prejudice to Section 6:89 of the Dutch Civil Code, a claim for compensation of damages lapses if the Client has not held Marron-Ecodeck liable for this within 3 months after it discovered or should reasonably have discovered the defect, and/or has not brought the matter in question to the court within 6 months.

#### **Article 11: Unforeseen circumstances and force majeure**

- 11.1 If, after conclusion of the agreement, circumstances take place or become known that Marron-Ecodeck did not know and that are of such a nature that performance of the agreement can no longer reasonably be required from Marron-Ecodeck, this is a situation of force majeure and Marron-Ecodeck is entitled to suspend its obligations or terminate the agreement free of charge, without Marron-Ecodeck being liable for compensation.
- 11.2 Force majeure will in any case include: war, war risk, riots, terrorism, natural disasters, storm damage, fire, earthquakes, flooding, abnormal weather conditions, snow, snowfall, frost, floating ice, disruptions, job strikes, locking out or lack of staff, lack of resources and means of transport, transport impediments, theft of goods, breach of contract by third parties engaged by Marron-Ecodeck as well as all impediments caused by government measures. Force majeure on the side of Marron-Ecodeck's suppliers and distributors as well as delivery problems in case of so-called addresses that are difficult to access also come under this force majeure provision.
- 11.3 In case of force majeure, Marron-Ecodeck is entitled to fully or partially terminate the agreement without judicial intervention, without the Client being entitled to claim compensation of damages.

#### **Article 12: Amendment and cancellation of the agreement**

- 12.1 If the Client wishes to amend the agreement after its creation, Marron-Ecodeck is entitled to adjust the agreed price or terminate the agreement, without prejudice to Marron-Ecodeck's right to compensation of damages.
- 12.2 The Client can only fully or partially cancel the agreement if Marron-Ecodeck has agreed to this in writing. In that case, the Client owes Marron-Ecodeck a cancellation penalty of 20% of the invoice amount of the cancelled agreement, without prejudice to Marron-Ecodeck's right to claim the loss Marron-Ecodeck suffers as a result. This loss includes the loss suffered by Marron-Ecodeck and lost profits; and in any case the costs Marron-Ecodeck has already incurred in preparation, including those of reserved production capacity, purchased materials, services supplied by third parties and storage. In case of full or partial cancellation by the Client, the Client is moreover fully liable vis-à-vis third parties for the consequences of the cancellation and indemnifies Marron in this respect.

---

### **Article 13: Termination**

In the event that:

- a. the Client fails in the performance of one or more of its obligations pursuant to the agreement;
  - b. the Client is put into liquidation or declared bankrupt, has filed for bankruptcy or a winding-up petition, is granted or has applied for a suspension of payments, or is granted or has applied for application of the Debt Restructuring (Natural Persons) Act;
  - c. a prejudgment or executory attachment is imposed on one or more of the Client's assets;
  - d. the Client is declared legally incompetent;
  - e. the Client dies;
  - f. the Client's business is suspended or dissolved or wound up or transferred to a third party;
  - g. Marron-Ecodeck is put into liquidation;
  - h. the Client acts in such a way that Marron-Ecodeck's reputation is seriously discredited;
- Marron-Ecodeck is entitled, without prior notice of default or judicial intervention, to terminate the agreement with the Client free of charge and to reclaim the delivered items, without prejudice to Marron-Ecodeck's right to additional compensation of damages, but without the Client being able to claim compensation of damages.

### **Article 14: Industrial and intellectual property rights**

- 14.1 Unless expressly agreed otherwise in writing, the intellectual property rights of all items and data provided to the Client in the context of the agreement, such as drawings, proposals, calculations, offers, designs, images, etc. remain the property of Marron-Ecodeck, even if the Client is charged for these.
- 14.2 The Client is prohibited from copying or reproducing the drawings, calculations and images provided by Marron-Ecodeck, providing these to third parties or publishing these in any way, without Marron-Ecodeck's prior written consent, subject to, without further notice of default, an immediately payable penalty of € 15,000 without prejudice to Marron-Ecodeck's right to claim additional compensation of damages. The Client is obliged to impose this same prohibition on third parties to whom it provides drawings, calculations and images (after having received Marron-Ecodeck's consent to do so).
- 14.3 The Client warrants that there are no limitations on ownership, property rights, copyrights and intellectual property entitlements whatsoever on the drawings, calculations, designs, materials, samples, models made on its behalf and other delivered items that can be invoked by third parties. The Client indemnifies Marron-Ecodeck against claims of third parties in this respect.

### **Article 15: Applicable law and competent court**

- 15.1 The law of the Netherlands is exclusively applicable to proposals made and agreements concluded by Marron-Ecodeck.



- 
- 15.2 All disputes concerning the proposals, the agreements and their execution and/or these general terms and conditions will exclusively be settled by the district court of North Holland, Alkmaar location.
- 15.3 The applicability of the Vienna Sales Convention is excluded.

**Article 16: Privacy**

- 16.1 Insofar as and if Marron-Ecodeck processes data or personal data, it does so to execute the agreement.
- 16.2 The Client voluntarily provides the data and personal data to Marron-Ecodeck and gives Marron-Ecodeck its consent to process, in connection with the assignment or otherwise, the data and personal data provided to Marron-Ecodeck and to communicate these to third parties if this is necessary to execute the agreement.

**Article 17: Final provision**

- 17.1 These conditions have been filed at the Chamber of Commerce in Alkmaar under number 83422536.