



# MAISON *the* FAUX

## TERMS AND CONDITIONS OF SALE AND DELIVERY OF MAISON *the* FAUX

### 1. GENERAL

These terms apply to all offers and deliveries of seller. All sale agreements automatically imply acceptance of these Terms of Sale. The conditions of purchase of buyer, if any, are accepted, insofar they are not in contradiction with our Terms of Sale, unless otherwise agreed in writing.

### 2. OFFERS

All offers are of an informative character and do not bind us in any way. Catalogues, notes, prospectuses, descriptions, dimensions, graphs, images, etc. are not binding, in connection with possible modifications and/or improvements.

### 3. TERMS OF DELIVERY

Terms of delivery are indicated as accurately as possible. An excess of the time of delivery never can be, even after being declared in default, a ground for buyer to claim a compensation of damage. In the event of a retarded delivery buyer is not entitled to cancel the agreement, respectively to refuse or return the goods, partially or entirely. Cancellation, entirely or partially, of an agreement or purchase is only possible with the express written approval of seller. The costs involved in such action are for buyer's account.

### 4. DISPATCH

All goods are travelling for the account and the risk of buyer, unless otherwise agreed. Dispatch of goods is made in the most appropriate and advantageous way. Claims in connection with faulty deliveries, damages and invoicing should be submitted within 8 days from the date of dispatch.

### 5. RIGHT OF PROPERTY

Until the complete fulfilment of all payments owing to seller, concerning the by the seller to the buyer under the agreement delivered and to be delivered goods or concerning claims due to failing in the observance of such agreement, the seller first keeps the right of property of all goods delivered by the latter. Buyer is held to inform seller at once, if the right of property of seller threaten to be endangered.

### 6. TERM OF PAYMENT

Unless other agreements are made in writing, payment of any invoiced amount, taxes and surcharges included, is to be made to seller, not later than within 30 days, with the only deduction of the amount for credit limitation surcharge stated in the invoice. The obligations of payment of buyer cannot be suspended by a claim, if any, about the delivery in question or other deliveries.

### 7. SECURITIES

Regardless the terms of payment agreed, seller has the right at any time, which means prior to making deliveries or continuing deliveries, to alter these terms of payment and to oblige buyer to give him a security for the fulfilment of all his engagements, by paying cash in hand, sending a bank guarantee, a cession, pawning, mortgageing or abandonment of property, for more security.

### 8. EXCESS OF CREDIT

A failure to pay within the stipulated term of payment entitles seller to immediately cancel the agreement of purchase in question and all other not yet or only partially executed agreements of purchase concluded with buyer. Besides, of any amount not paid at the agreed date of maturity a legally valid rate of interest of 1% per month will be due. In that case buyer cannot derive any rights from the agreement of purchase, whereas seller has the right to claim immediately payment of the goods already supplied. In the event of buyer remaining in default to pay within the stipulation term of payment, what he is due by virtue of an agreement of purchase, seller has the right to put the debt in the hands of a lawyer at once, in order to take legal proceedings. In that case buyer is also held to pay the extrajudicial costs, which in the instance amount to 10% of the amount due, with a minimum of Euro 150,00

### 9. INDIRECT DAMAGE

Seller can never be held to meet any further engagement, like compensation or damage due to defect or dissolution of the agreement of purchase, whereas buyer shall safeguard seller against any claims from thirds, in this respect.

### 10. DISPUTES

All disputes arising from an agreement of purchase will be settled amicably or, should this appear to be impossible, by the competent court, at the seller's choice.

### 11. COMPLETION

These terms of sale are applicable to all transactions. Copies of these conditions are obtainable in our offices, at the request of those interested.

MAISON *the* FAUX Beekstraat 98, 6811DZ Arnhem, The Netherlands.