

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY BEKEY INTERNATIONAL

Article 1 - GENERAL / APPLICABILITY

1. These Terms and Conditions are applicable on all quotations and agreements of sale and purchase of goods and/or services of any kind by Bekey International, registered at the Chamber of Commerce under number 60562900, hereinafter referred to as 'seller' – with business address and warehouse at (3755 BP) Eemnes, Walnootberg 2 – The Netherlands.
2. Any purchase conditions or other general terms from purchaser / buyer / client are excluded and are only applicable if the seller has expressly accepted these in writing.
3. Deviations of these conditions can only be agreed expressly in writing with the seller.
4. A "purchaser/buyer/client" is defined in these conditions as any (legal) person and client, who has concluded an agreement with the seller, or intends to do so as well as its representative(s), agent(s), assignee(s) and heir(s).
5. "Goods"/ "delivery" is defined in these conditions as wood and plate materials, carved wood, half products, such as slats/toplayers and wooden floors, everything in the broadest sense of the word as well as services that are delivered from the seller to the purchaser/buyer/client.

Article 2 - QUOTATIONS AND CONCLUDING AGREEMENTS

1. All quotations/offers are without engagement / obligations, as far as prices as well as the time of delivery of goods is concerned, unless otherwise agreed in writing.
2. Binding agreements and deviations are only binding if accepted in writing, respectively if the order is confirmed, by the seller and after the order confirmation is accepted by the purchaser/buyer/client and the seller has received that. The order confirmation will be considered as an accurate and complete description of the order, unless the other party notifies a message to the contrary in writing before the date of delivery.
3. Agreements with employees, who do not have the power of attorney to act, are not binding for the seller, only after this has been confirmed in writing by the seller.
4. The seller is entitled to ask securities from the buyer/purchaser/client with respect of financial obligations before performing the agreement.

Article 3 - PRICES

1. If nothing otherwise is expressly mentioned, all given prices of the seller are in Euros and exclusive of value-added-taks, unless it is mentioned expressly on the quotation/offer.
2. With composite quotes / prices there is no obligation to deliver a part for a part of the given price in whole. Prices in the quotation/offer are only applicable for the given services and amounts.

3. Changes of given prices without notice and also acceptance of the contract, are expressly reserved; so will seller be entitled from the emergence of the agreement and before the entire delivery has taken place, to charge cost increases that occur, such as increase of wages, prices, employers' social charges and/or other working conditions, as well as any change in exchange rates, to the purchaser/buyer/client who is acting in the exercise of his profession or business.

4. If, after the conclusion of the agreement but before the delivery or completion a change in price occurs, it will not affect the agreed price for purchasers/buyers/clients who are not acting in the exercise of their profession or business, if it occurs within three months of the conclusion of the agreement.

5. Price increases after the above-mentioned period of three months are at the risk of the purchaser/buyer/client. In that case, the purchaser/buyer/client has the option to either cancel the agreement or accept the higher price.

6. The provisions in article 3 paragraph 5 shall not apply to price changes in the context of release cleanups, clearance sales, showroom models, discounts, promotions, offers, etc.

Article - 4 FREIGHTS, IMPORT DUTIES AND OTHER CHARGES AND TAXES PAYABLE

1. Any sales on supply is effected under the express conditions that the price/prices are based on the cost factors in force on the time of the conclusion of the agreement such as: export duties in the origin area, freight and Insurance commission, discharge fees, import duties and other charges and taxes payable.

2. Any advantages respectively adverse differences at the time of arrival/episode/FOB come in favor of respectively shall be paid by purchaser/buyer/client

Article - 5 DELIVERY AND RISKS

1. At carriage paid delivery the goods travel for the account and risk of the seller. The mode of transport shall be carried out at the discretion of the seller.

2. In all other circumstances the goods travel for the account and risk of the purchaser/buyer/client. The mode of transport shall be carried out at the discretion of the seller as well.

3. Molest risk is always at the expense of the purchaser/buyer/client.

4. If it is agreed that the goods will be delivered on direct supply from abroad, the risk of not good-both quantitative and qualitative, not timely and no arrival, as well as the risk of and during the supply is the sole responsibility of the purchaser/buyer/client

5. When the supplier or carrier or the one of who and/or the one with whose mediation the purchased goods are bought abroad, remains in default in whole or in part, after proper demand, with the fulfilment of its obligations, regardless of any ground whatsoever or for any reason, then the seller has the right to cancel the agreement with the purchaser/buyer/client.

6. Cancellation on the above grounds means that the buyer will not be able to claim damages from the seller.

7. In the event of delivery carriage paid, the seller is obliged to transport the goods to where the vehicle can pass properly drivable (made) terrain or the vessel can pass water that is properly navigable. The buyer is obliged to take delivery of the goods there and to immediately unload them. If the buyer fails to do so, the resulting costs will be for his account.

8. Unless otherwise agreed, the usual packaging will not be taken back by the seller. Packaging that can be used several times is then only charged against the amount charged price taken back, if this has been expressly agreed and the packaging is returned to the seller in good order.

Article – 6 DELIVERY TIMES

1. The delivery period applies at all times by way of approximation and is determined on the condition that the circumstances remain the same as at the time of concluding the agreement and expressly does not create a strict deadline. In the event of late delivery of the probably delivery time, the buyer must therefore give the seller written notice of default and set the seller a further reasonable delivery time to fulfill his obligation. This further period is the same as the original expected delivery period.

2. In the event of a delivery delay due to changing circumstances, the delivery time is extended by the duration of this delay. The seller will inform the other party in time of any delay. Delayed delivery does not entitle the other party to terminate the agreement or to claim damages.

3. If at the delivery on demand no delivery date has been set, the seller is entitled to payment within 3 months after the order date.

4. If, within 3 months after the order it is not, or only partially, called on demand, the seller has the right, except in the case that a deadline is agreed, to summon the purchaser/buyer/client in writing and demand that he should give a date on which the total amount will be called. The purchaser/buyer/client is required to comply to this summon within 5 working days. After this summon the purchaser/buyer/client may call a delivery period which must not exceed 3 months.

5. The seller is entitled to charge storage costs for delivery on demand. This will be a maximum of 10% of the value of the order amount

Article 7 - RECEIPT AND VERIFICATION / ACCEPTANCE AND ADVERTISING

1. For the purpose of a good quality control the seller will provide the materials and goods that he produces himself, as much as possible with a permanent code.

2. The purchaser/buyer/client is obliged to arrange for immediate reception as soon as a delivery as agreed is made. If the purchaser/buyer/client fails to do so, the resulting costs, such as costs of storage and transport, are for his account. For the cost of storage, an amount of 1% of the invoice value excluding VAT per month will be charged.

3. The seller has to do an exit control and the purchaser/buyer/client needs to do an input control at the time of the reception of the goods.

- For tapis, prefab tapis, burgundy, solid flooring boards, strips, mosaic, plaques, and two - c.q. three-layer flooring with a top layer of wood, in both controls the moisture content of the wood needs to be measured. The purchaser/buyer/client shall furthermore, during the laying of the floor measure and sign up: the relative humidity in the room in which the floor is processed, the moisture content of the subfloor, the way of laying of the floor, and adhesives and all other relevant matters. At the measuring of the moisture content he should use a reputable calibrated electronic digital reading of the meter (slant electrode), whereby in the event of any conflict, an (approved) oven eventually is determined and binding.

- For all floor types, both the seller and the purchaser/buyer/client should also do an optical control.

IF THERE IS NOT ENTRY CHECK BY THE BUYER UPON RECEIPT OF THE GOODS, A COMPLAINT IS SUBSEQUENTLY NO LONGER POSSIBLE.

4. The input control is required by the purchaser/buyer/client. When a deviation is observed, the

purchaser/buyer/client must notify the seller of this within five (5) working days in writing by email / notice letter, with accompanying photographs. If no notification takes place, the purchaser/buyer/client declares to have received the goods (on pallet/colli level):

- In good order, and
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- In a timely manner, and
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- In the agreed quantity

Complaint on the grounds of defects that are not reported, is excluded, subject to defects that were not known at the time of delivery.

5. The control of the nature, quality and condition of the delivered goods rests with the purchaser/buyer/client. If the complaint is not done immediately after receipt of the goods, the quantities as shown on the bills of loading, delivery notes or similar documents, are recognized as correct.

6. Complaints regarding any defects or damage must, in order to be valid, be lodged by the purchaser/buyer/client on the receipt and, if possible, be officially adopted.

7. Quality complaints or deviations from the specifications will only be processed by the seller if they are submitted directly to the seller in writing within five (5) days after delivery of the goods, and under precise indication of the nature and the ground of the complaints.

8. Complaints about invoices should also and under penalty of loss of right be submitted in writing within eight days after the invoice dates.

9. The purchaser/buyer/client has no more right of complaint and remedy when the goods bought by him and/or sawed for or by him, respectively, are processed / treated (such as smoking or oiling) included – are not subject to the submission of the complaints about quality or specifications. The purchaser/buyer/client is solely responsible which glue is used for laying Tapis c.q. to ensure the correct relative humidity at the final destination.

10. No complaints will be accepted on goods, which are opened, respectively, are processed in whole or in part.

11. Complaints shall not give the purchaser/buyer/client the right to withhold or suspend any payment, and a set-off is expressly excluded.

12. If a complaint is well-founded, the seller shall, at his own discretion, either pay a reasonable compensation not exceeding the invoice value of the faulty part of the goods delivered, or replace the goods upon return of the originally delivered items. For further compensation, the seller is not obliged. Intangible loss and damage suffered by third parties and/or damage other than direct damage to property shall never be reimbursed.

Article 8 - QUALITY, WARRANTY, LIABILITY

1. Unless it is provided expressly otherwise at the order, normal quality will be delivered and as far as size and number per trading unit is concerned, the normal commercial usage, are deemed to be agreed. The actual life span of the delivered goods can never be guaranteed. In the purchase agreement, the (wood)type, the pattern and the thickness of the floor covering material is mentioned. The seller notes that wood is a natural product and such product will expand and contract seasonally and with changes in temperature and moisture (can go “work”), which is reflected in the structure and which may result that the structure of the floor covering materials of the same kind among

themselves may differ slightly. Such deviations do not free the purchaser/buyer/client from his obligations under the agreement.

2. The models, pictures and sizes, which will be shown, attached or communicated at the price quotations/offers, are only a general presentation of the articles offered. Changes to the construction, of which the actual implementation can slightly differ from such models, pictures, drawings or sizes, but making no substantial modification is brought into the technical and aesthetic performance of the contract, does not oblige the seller to give any compensation and does not entitle the purchaser/buyer/client to refuse the receipt or payment of the delivered goods.

3. Light may cause a discoloration of floor covering material. By the use of clear coat the color modifies and the drawing of the material in comparison to the raw material.

4. Unless explicitly agreed in writing or by seller provided warranty conditions warranty certificates grants no other warranties than the seller guaranteed what he receives from its suppliers/manufacturers and what guarantees are transferable. Commitments from suppliers/manufacturers outside the warranty conditions laid down by them do not bind seller in any way.

5. Seller accepts liability for damage suffered by the purchaser/buyer/client as a result of a shortcoming by the seller in the performance of the agreement, if and in so far as such liability is covered by his insurance, to the amount of that insurance sum paid. Seller is not liable for damages caused by intent or gross negligence on the part of the seller's subordinates and/or by third parties engaged by him.

6. The period within which the seller can be held responsible to compensation for damages shall in all cases be limited and on penalty of expiry of right to a period of one year after the damage caused has occurred,.

7. In general, the seller is providing a semi-finished product. He takes responsibility for delivering products without material defects. A professional installation, and the processing of the goods into a finished product, is the responsibility of the purchaser/buyer/client and not the seller. Damage due to blemishes, storage and installation errors and the like is therefore at the expense and risk of the purchaser/buyer/client and cannot be recovered from the seller. The warranty does not apply to defects arising from normal wear and tear, in case of improper and / or careless use, in case of inadequate and / or improper maintenance, inaccurate storage, accidents and / or injuries such as fire and water damage, and if goods have been improperly modified or repaired by third parties without the seller's permission. The seller is given the opportunity by the purchaser/buyer/client to review the repair performed on his expertise within two working days. If the seller fails, the repair will be deemed to have been performed with permission by the seller and the warranty is valid. In all other cases mentioned here, no complaint is possible even if that complaint takes place within the warranty period.

8. If the seller's insurer fails for any reason to pay out, the liability is limited to the invoice amount.

9. If the seller will be held liable by third parties as a result of the purchaser/buyer/client fails to comply with his contractual or legal obligations, then the purchaser/ buyer/client has to safeguard the seller against all consequences of this liability.

10. If the purchaser/buyer/client is in attributable breach of compliance with the agreement, as well as in case of bankruptcy, delay of payment, suspension, seizure of the purchasers/buyer's/clients assets or liquidation of the purchasers/buyers/clients company, the purchaser/buyer/client is deemed to be in default and the seller has the right to suspend compliance with all his obligations towards the purchaser/buyer/client and to consider all or part of the agreements with the buyer as annulled without being subject to a notice of default and / or judicial intervention required, while retaining its right to compensation and reimbursement of costs and interest. What is owed by the purchaser/buyer/client to the seller is due immediately

11. Without prejudice to the seller's right to claim compliance, the seller is entitled to terminate the agreement, if the purchaser/buyer/client wishes to cancel the agreement without causing a situation of force majeure as mentioned in Article 8, , whereby the seller is entitled to charge from purchaser/buyer/client 25% of the agreed price excluding VAT as compensation.

Article 9 - FORCE MAJEURE

1. During force majeure, the seller's delivery and other obligations are suspended. In case of force majeure, the seller will inform the buyer in writing, indicating the reason for the force majeure. If the period in which failure to fulfill obligations by a seller by force majeure is no longer than six months, both parties have the power to dissolve the agreement without judicial intervention and without incurring an obligation for damages for one of the parties

2. If the seller has already partially fulfilled his obligations or has fulfilled his obligations only partially, the seller is entitled to invoice the delivered or separately delivered items and the purchaser/buyer/client is obliged to comply with this invoice as if it is a separate agreement.

3. Force majeure within the meaning of this article means all causes which may not be influenced by the seller, and which prevent a performance because of unforeseeable circumstances at the time of conclusion of the agreement, and which are not to be attributed to the seller. These include, inter alia, non-timely or inadequate delivery to the seller by its suppliers, non, non-timely or non-proper delivery by the seller as a result of environmental damage, war, strike, excessive sickness of staff or personnel shortage, weather conditions (including frost), fire, theft, traffic disturbances, computer failures, malfunctions or defects in sellers or service provider information systems, lack of or cancellation of transport options and import and export restrictions.

Article 10 - RETENTION OF TITLE

1. All goods delivered by the seller remain the property of the seller until the time of full compliance of all obligations of the agreement by the purchaser/buyer/client, for any reason whatsoever. This means: in any case the consideration in respect of delivered and / or delivered goods or services, as well as all claims for non-compliance by the /purchaser/buyer/client.

2. As long as the ownership of the goods has not passed on to the purchaser/buyer/client, he may not lease or pledge the property to third parties, pledge, transfer ownership or assign any other right to third parties, subject to the provisions of the following paragraph. The purchaser/buyer/client is allowed to sell and / or process and deliver the goods delivered under retention of title in connection with the exercise of his normal business to third parties. The purchaser/buyer/client is obliged to keep the goods delivered under retention of title with due care and as a recognizable property of the seller. In the event of sale and / or delivery by the purchaser/buyer/client to third parties in connection with the performance of his normal business as well as in case of a breach of the above provisions before the payment period has elapsed, the purchase price, irrespective of any other terms, shall be immediately payable.

3. If the purchaser/buyer/client fails to meet one or more of his payment obligations in good time, the seller is entitled to withdraw, temporarily or definitively, without notice or legal intervention, the goods delivered as owner. Purchaser/buyer/client hereby authorizes the seller to enter the site and / or the plot where the goods are located in order to be able to take back these items. To this end, Purchaser/buyer/client shall notify seller of any claims or attempts by third parties to acquire or impose proprietary matters on sellers goods with retention of title, and shall immediately confirm to seller by telefax or e-mail. As far as necessary, the purchaser/buyer/client authorizes the seller irrevocably to exercise his right of withdrawal.

4. The costs arising from the exercise of his proprietary rights by the seller are for the purchaser's /buyer's/clients account.

Article - 11 PAYMENTS

1. The invoices are cash and immediately payable on delivery, unless otherwise agreed, payment must be made on the due date as stated on the invoice., without settlement and in euros unless parties expressly and in writing agree to another currency for effective and required payment from the purchaser/buyer/client. The seller can calculate a credit limitation fee and / or require advance payment or other safeguards. The payment period as stated on the invoice is a fatal term.

2. If the purchaser/buyer/client fails to pay within the period specified in paragraph 1 of this article, the purchaser/buyer/client is in default, and the seller shall be entitled to charge a delay interest in accordance with the legal interest rate of Article 6: 119 a Dutch Civil Code on the invoice amount for each month that the buyer is in default for payment. For the calculation of the interest, part of the month applies as a whole month.

3. Payments made by the purchaser/buyer/client, irrespective of the destinations indicated by the seller, will always be due to all interest and costs due and subsequently payable by the most indebted invoices.

4. Without prejudice to the foregoing, the purchaser/buyer/client shall owe the seller all costs incurred in collecting the amounts owed to the seller and the insurance of his rights, including both judicial and extrajudicial collection charges, without prejudice to the seller's right to pay compensation claims of damage, costs and interests which result from non-timely or non-proper compliance or dissolution of the agreement between the parties.

5. These legal and extrajudicial collection costs also include the collection, agency and settlement costs of attorneys, bailiffs and damage experts. The extrajudicial collection costs are calculated in accordance with Article 6:96 Dutch Civil Code.

Article 12 - PARTIAL INVALIDITY

Should any of the articles of these terms and conditions or any clause in an agreement concluded between purchaser/buyer/client and seller be void or be annulled, this does not affect the operation of the remaining articles or the remainder of the agreement. The parties are endeavoring to replace as much as possible the unenforceable, invalid and/or void provision, or part of the agreement, with another enforceable and valid provision, which has the same purposes as the previous one to whom they had an agreement.

Article - 13 APPLICABLE LAW AND COMPETENT COURT

1. All legal relationships in which **Bekey International** is a party only Dutch law applies.