

General Conditions

Article 1. Definitions

A) d=3; the private limited company d=3, with its registered office and principal place of business in Zaandam.

B) Parties; d=3 and the Client.

C) Service; the service to be provided by d=3, also including the creation of the works.

Article 2 - Applicability

These conditions shall apply to all offers by d=3 and to all agreements with respect to the services and/or goods to be delivered by d=3. The applicability of other conditions (however named) of the Client is expressly excluded.

Article 3 - Offers

1) All offers are without obligation and based on the information provided by the Client and the possibility of continuous performance during working hours. d=3 is not bound by its offer if the offer contains an obvious mistake/clerical error, in the event that the client has not provided the required information or materials or has failed to provide these in time or completely, when the work cannot be performed continuously or when the contract is amended and when the work of d=3 is found to require more labour and/or materials than was included in the offer.

2) If an offer consists of combined quotations, d=3 is not under any obligation to provide only a part of the goods or services for a corresponding part of the price quoted for the whole contract.

Article 4 - Contract

1) Amendments to a contract and/or changes to a price shall only bind d=3 if and insofar as they have been agreed in writing.

2) Unless otherwise agreed, all deliveries are deemed to have been made at the location where d=3 has its registered office.

Article 5 - Prices

1) All prices are exclusive of VAT and any other taxes or levies that may be due. d=3 may increase the prices if the costs of the third parties engaged by d=3, the materials used by d=3 or other costs related to the contract, increase during the term of the agreement.

2) In the event that d=3 during the performance of the agreement has to perform more work than was offered, it will inform the Client of the extra costs and subsequently invoice the Client for these costs. If the Client does not agree with the higher costs, d=3 has the right to terminate the agreement without entitling the Client to any damages (of whatever nature) from d=3. In such a case, the Client must pay d=3 a reasonable compensation for the work already performed by d=3.

Article 6 - Ownership, retention of title and penalty

1) Unless otherwise agreed, all goods used by d=3 will remain the property of d=3. However, the Client will bear the risk of damage, loss and destruction of said goods and of damage caused by the goods from delivery until d=3 retains possession of the goods. The Client must take out appropriate insurance for this risk.

2) If transfer of ownership of goods has been agreed upon, the ownership will only be transferred until the Client has paid d=3 everything due, all as referred to in Section 3:92 of the Dutch Civil Code. In the meantime, the Client is not allowed to dispose of the goods, to pledge the goods or to give the goods to third parties as security. If the Client fails to fulfil any of its obligations towards D=3, upon the first request to this effect the Client must unconditionally cooperate with returning the goods to d=3 on penalty of a one-time and immediately payable penalty, without any notice of default or other prior notification within the meaning of Section 6:80 et seq. of the Dutch Civil Code being required, in the amount of € 10,000 plus € 500 for each calendar day that the violation continues and without prejudice to the other rights and/or remedies of d=3.

Article 7 - Third parties, materials and/or services provided by the Client

1) The goods to be provided by the Client must be in good condition and must meet the applicable safety requirements, failing which the Client will be fully liable for the ensuing damage. The Client must also make extra materials available to compensate losses occurred during modification or processing.

2) Insofar as d=3, at the request of the Client, stores and/or must manage goods of the Client, whether or not through third parties, the costs thereof shall be borne by the Client. In this case, the Client will bear the risk of damage, loss and destruction of

these goods and damage caused by these goods. d=3 is not insured for this and the Client must take out appropriate insurance for this risk. In no way is d=3 liable for any damage incurred during storage and/or management of the stored goods, unless such damage is caused as a result of an intentional act or gross negligence of its management.

3) If d=3 at the request of the Client makes use of the Client's personnel or third parties and/or materials or services of third parties, d=3 cannot guarantee the quality of said personnel/third parties or said materials or services and the Client will be liable towards d=3 for any damage caused by them. Upon the first request of d=3, the Client must prove that it has fulfilled its obligations with respect to the personnel made available by, or on behalf of, the Client.

4) Unless otherwise agreed, assignments to third parties with respect to the performance of the agreement will only be provided by, or on behalf of the Client.

Article 8 - Delivery outside the place of business of d=3

1) In the event that d=3 must provide goods and/or services outside its place of business, the Client must ensure timely provision of:

a. any information required for the contract, including (nonexhaustive), the (delivery) location information, the correct data and times for building, assembly/disassembly and/or deliveries, any required drawings and regulations from authorities, for instance the exhibition organization, the building management, the fire service, etc.

b. the required mains services and admission tickets to the location where deliveries are made;

c. all that enables d=3 to provide its services and/or goods without interruptions in the agreed manner, location and time.

2) All the obligations referred to in the previous paragraph and damage caused by not fulfilling one or more of these obligations or not fulfilling them in time shall be borne by the Client.

3) Should the location and/or the accessibility of the location where d=3 provides its goods and/or services be changed after the moment the contract was granted, the related accompanying costs shall be borne by the Client.

Article 9 - Dispatch, loading and unloading and installation/mounting

- 1) The dispatch, loading and unloading and the installation and mounting of all goods and materials shall always be at the Client's risk even if delivery carriage paid has been agreed. The Client must take out appropriate insurance against this risk.
- 2) The loading and unloading and transport of goods to the location designated by the Client and back, the loading and unloading on site and the storage of empty packaging like for instance (flight) crates/boxes and tools on location shall be borne by the Client, unless otherwise agreed in writing. If delivery carriage paid has been agreed the cheapest method of shipment will be used, unless previously otherwise agreed in writing. For each shipment other than delivery carriage paid, the costs shall be borne by the Client.
- 3) Accepting goods by a carrier without any note on the waybill or the receipt, constitutes proof that the packaging was in good condition. d=3 is not responsible for any stoppage or delay caused by the carrier.

Article 10 - Payments

- 1) Payment of d=3's invoices must be made within a period of 14 days of the invoice date. In any case, 75% of the agreed price must be paid before the start of the construction or fitting out required by the Client. Payment must be made without any deduction, suspension or set-off, for any reason whatsoever. If payment is not made in full within the specified payment term, the Client will be immediately in default, without any further demand being required.
- 2) Irrespective of the agreed payment terms, d=3 has the right to require payment in full or sufficient security before delivery and to cease performance of the contract until this security has been provided or the payment has been made.
- 3) All of d=3's judicial and extrajudicial collection costs shall be borne by the Client. The extrajudicial collection costs are at least 15% of the amount due and payable with a minimum of € 450.
- 4) Payments will first be used to cover the costs and interest incurred and then will be deemed to have been made to pay the oldest invoice.

Article 11 - Right of retention

d=3 has the right to retain all the Client's goods, even in the event of liquidation or if the Client is granted suspension of payments, until d=3's invoices have been paid.

Article 12 - Delivery period

1) Unless explicitly otherwise agreed in writing, delivery periods stated by d=3 are approximate only, are only an indication and are not final deadlines. In the event that the delivery period is exceeded, d=3 will not be liable for any damages, unless this is caused by an intentional act or gross negligence on the part of d=3. If the parties have agreed on a final deadline and the deadline has been exceeded by d=3 because of circumstances attributable to d=3, the Client must give d=3 notice of default and the Client must allow d=3 to as yet fulfil its obligations as referred to in article 14, paragraph 7 of these conditions. The liability of d=3 based on exceeding a final deadline is limited to the method as described in article 14, paragraph 3 below.

2) If exceeding a final deadline is attributable to force majeure at the Client, d=3 nevertheless has a claim to payment for the work already performed and payment of all costs already incurred for the entire work agreed upon.

Article 13 - Termination of the agreement

1) The Client only has the right to terminate the agreement in whole or in part if d=3 imputably fails to fulfil its obligations, even after having been granted in writing a period of 14 days to as yet fulfil its obligations, as referred to in article 14, paragraph 7 of these conditions.

2) If the Client proceeds to terminate the agreement, the Client must reimburse d=3 for all costs incurred for the performance of this contract and, if d=3 so requires, to bear the costs of the materials intended for the performance of the contract at the prices calculated by d=3, all without prejudice of the right of d=3 to payment for the work already performed and damages for lost profits and payment of the other damage arising from the termination of the agreement.

3) Each party has the right to terminate the agreement with immediate effect in case of suspension of payments or liquidation of the other party.

Article 14 - Liability

1) With the exception of the obligation to provide the service as described in the offer/contract and the applicable drawings, all obligations of d=3 constitute a best efforts obligation and d=3 cannot guarantee any result.

2) d=3 is in no way liable for damage caused by misunderstandings, errors or failures;

a. of the Client itself, its personnel or third parties engaged by the Client;

b. in services or goods originating from the Client or third parties engaged by the Client or used as commissioned by the Client and/or errors or failures occurred during the processing of such goods and services;

c. in the models, drawings, descriptions and the like provided by, or on behalf of, the Client.

d. if these arise from, or are caused by, acts or omissions from the Client itself, for instance providing required information and/or materials incorrectly or late or not complying with instructions from d=3;

e. in designs from d=3, if these have been approved by the Client.

3) The total liability of d=3, with due observance of the provisions of article 14.1 and 14.2 and article 16 below of these conditions, based on an attributable failure to fulfil the obligations arising from the agreement or any other ground is limited to payment of the direct damage and to a maximum of 20% (twenty percent) of the price stipulated for the agreement (excluding VAT) but in no event more than € 45,000 and not more than paid by the insurance company of d=3. Direct damage within the meaning of this article will only be taken to mean the reasonable costs incurred for determining the cause and the extent of the damage, the reasonable costs incurred to prevent or limit the damage to the extent that they relate to direct damage within the meaning of this article and any costs incurred to make the performance of d=3 as yet comply with the agreement, unless the Client has terminated the agreement, in which case the Client is not entitled to any damages, for whatever reason.

4) The total liability of d=3 for damage caused by death or bodily harm or for material damage to goods shall not in any case exceed the amount of € 1,000,000 (in words: one million euro) per event, whereby a series of related events shall be considered as one event.

5) With the exception of the cases referred to in article 14.3 and 14.4, d=3 has no liability for damages, irrespective of the grounds a claim for compensation could be based upon. d=3 is in no way liable for indirect damage including (nonexhaustive): consequential damage and loss of profits, missed savings, loss of goodwill, loss due to business interruption, damage caused by claims from suppliers and/or customers of the Client, corruption or loss of data or materials and the like.

6) Any liability of d=3 shall end by the lapse of three months after the date of completion of the contract. This provision does not affect the provisions of article 16 below on the time limit for lodging a complaint.

7) The liability of d=3 on account of an attributable failure to fulfil the obligations arising from an agreement shall only be created if the Client has immediately and properly given d=3 notice of default in writing, stating a reasonable period of at least 14 working days in which the breach can be remedied and d=3 should still continue to attributable fail to fulfil its obligations even after such period. The notice of default must state a description as detailed as possible of the failure to allow d=3 to respond adequately.

8) Conditions that limit, exclude or determine liability, that can be enforced against d=3 in connection to the deliveries made by suppliers or subcontractors, can also be enforced by d=3 against the Client.

9) The Client shall indemnify d=3, its employees and the auxiliary persons it engaged for the provision of its services, against any claim from third parties in connection with the provision of services provided by d=3.

Article 15 - Taking delivery

1) Unless otherwise agreed in writing, the Client must take delivery of the work performed or parts thereof as soon as it is made available to the Client.

2) If materials must be stored by d=3 because delivery has not been taken of the work, the Client must pay d=3 the storage costs thereof.

3) If the Client has not taken delivery of any delivery within the time period agreed by the parties, without prejudice to the provisions of article 13, d=3 has the right to terminate the agreement for the remaining part.

Article 16 - Complaints

1) Complaints regarding services and/or goods provided by d=3 must be made known to d=3 no later than within 8 days after delivery, failing which the service and/or the good provided will be deemed by the parties to be properly performed or provided by d=3.

2) The Client cannot enforce any claim against d=3 after the Client has put the deliveries or part thereof to use or has allowed third parties to use the deliveries, has modified or processed the deliveries or has allowed third parties to modify or process the deliveries or has resold the deliveries.

3) Complaints do not give the Client the right to suspend or withhold payment or exchange goods.

4) If d=3 decides to handle a complaint, this does not mean that d=3 admits that the complaints have been submitted with good reason and/or in time.

Article 17 – Warranty

With respect its deliveries, d=3 only gives a warranty for its goods for which the manufacturer in question gives a warranty and only insofar as this manufacturer's warranty (still) exists and will be complied with.

Article 18 - Deviations

1) If goods show slight deviations in quality, colour, hardness, glazing, thickness etc, this will not give the Client the right to reject the entire delivery. The average result obtained by sampling is decisive for the question whether the quality has been maintained.

Article 19 - Force majeure

1) d=3 is not liable for any failure to fulfil its obligations arising from the agreement if this failure is caused by force majeure or arises from force majeure. The parties consider force majeure to be all events not under control of d=3 that have the effect that it cannot reasonably be expected from d=3 that it will (continue to) perform the agreement/contract, for instance (nonexhaustive): war, border closures, mobilization, blocking of roads, waterways and airways, strikes, discontinuation or delay of supplies by public utility companies or suppliers, not (or not properly) fulfilling its obligations towards the Client or d=3 by third parties, including manufacturers or suppliers of materials required for the agreement, delay and/or loss and/or damage to goods important to the agreement during transport, loss of personnel and/or third parties - for any reason whatsoever - required for the performance of the agreement, and all other events outside the control of d=3 as a result of which it cannot reasonably (continue to) perform the agreement.

2) If the force majeure continues for longer than 6 weeks, each of the parties has the right to terminate the agreement with immediate effect. d=3 is in no way liable for any damage, however named, that is the direct or indirect result of force majeure or the termination as a result thereof as referred to in this article.

3) In case of termination as referred to above in 19.2, d=3 is entitled to a reasonable compensation from the Client for the work already performed by d=3, and also to payment of all costs incurred and to be incurred by d=3, including cost of materials.

Article 20 - Intellectual property rights

1) In case of use for the performance of the contract of the services, goods and/or information provided by the Client, the Client guarantees that they do not infringe any intellectual property rights of third parties and the Client indemnifies d=3 against claims from third parties in this respect.

2) Unless otherwise agreed, all intellectual property rights arising from the agreement, including (nonexhaustive) the patent right, the design right and the copyright, shall accrue to d=3. The sketches, drawings, illustrations, pictures, models, designs, scale models, moulds, films and other materials or (electronic) files designed or made within the context of the agreement will remain the property of d=3 and the intellectual property rights to these goods will remain vested in d=3, unless otherwise agreed.

3) Without the permission of d=3, the Client does not have the right to use the design or the result of the contract/agreement created by d=3 or parts thereof, more broadly, more often, differently - including a change or addition to the design/said result or parts thereof (whether or not in their final form) or to use these for any other purpose than was agreed. The Client is also not allowed to make the design or the result of the contract/agreement created by d=3, or parts thereof, available to third parties, directly or indirectly, irrespective of whether they are made available for free or for a consideration.

4) In case of violation of the prohibition referred to above (article 20, paragraph 3), the Client must pay d=3 a penalty not subject to mitigation, immediately due and payable, without any notice of default or other prior statement within the meaning of article 6:80 et seq. being required, of three times the agreed total price (excluding VAT) for the (entire) contract, without prejudice to the other rights and/or remedies of d=3.

Article 21 - Governing Law and District Court

All agreements concluded between d=3 and the Client are exclusively governed by Dutch law. Any disputes between the parties will be submitted to the competent district court in Amsterdam with the exception of cases falling within the jurisdiction of the subdistrict court.

dis3



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