

DUTCHGRAND LTD. GENERAL TERMS

General terms for delivery to consumers

article 1. General

1. these conditions apply to every offer and contract between Dutchgrand Ltd., and an opposite party unless both parties have diverted from these conditions explicitly and in writing.
2. these conditions also apply on contracts for which Dutchgrand Ltd. uses the services of third parties in its execution.
3. these conditions are also applicable to employees of Dutchgrand Ltd. and its management.
4. in case one or more articles of these general terms are declared null and void in whole or partially, then the remainder of these conditions will remain fully applicable.
5. in case the meaning of one or more articles of these conditions are obscure, the explanation thereof will take place "in the spirit" of these articles.
6. in case the situation arises which has not been arranged for in these conditions, the situation will be judged in the spirit of these conditions.
7. in case Dutchgrand Ltd. doesn't always require strict application of these conditions, this doesn't mean that the articles are not applicable, or that Dutchgrand Ltd. in any way loses his rights to require strict application of these articles in other situations.

article 2. Proposals

1. all proposals by Dutchgrand Ltd. are without engagement, unless the offer contains a time limit for acceptance. Any proposal recedes in case the product on which the offer sees, is no longer available.
2. Dutchgrand Ltd. can not be held to an offer in case of an acceptance if this deviates from the offer, not even if the deviation is on minor points. Unless Dutchgrand Ltd. indicates to the contrary the contract does not come about in case of a deviating acceptance.
3. The prices mentioned in the offer are including VAT and other government levies including possible costs regarding travel, lodging, postage and administration costs unless otherwise indicated.
4. Dutchgrand Ltd. cannot be held to an offer in case of an acceptance if this deviates from the offer, not even if the deviation is on minor points. Unless Dutchgrand Ltd. indicates to the contrary the contract does not come about in case of a deviating acceptance.
5. A composite offer does not necessitate Dutchgrand Ltd. to comply to a part of the offer with the corresponding prize. Offers do not automatically apply to future offers.

Article 3. Duration of contract; terms of delivery; execution and modification of the contract; rising of prices.

1. The agreement between Dutchgrand Ltd. and consumer last for an unlimited period, unless the nature of the agreement determines otherwise or parties explicitly and in writing agree otherwise.
2. A term in this contract for the completion of indicated activities or delivery of certain items is never a fatal term. In case any term isn't meant the other party needs to declare Dutchgrand Ltd. to be in default in writing. Dutch grand Ltd. is to be offered a reasonable term for completion of the agreement.
3. Dutchgrand Ltd. has the right to have certain activities be completed by third parties.
4. Dutchgrand Ltd. has the right to conclude the agreement in different phases and to bill for each of the completed phases separately.
5. In case the agreement is executed in phases, Dutchgrand Ltd. can halt the execution of the next phase until the other party has result has approved the results of the previous phase in writing.
6. In case the Dutchgrand Ltd. needs information from the other party for the execution of the agreement, the term of execution of the agreement will not commence before the other party has provided the necessary information in a just and complete way.
7. In case during the execution of the agreement it becomes clear that for a proper execution thereof it is necessary to change the agreement or fill up a deficit, both parties will in a timely and mutual fashion arrange for adjustment of the agreement. In case the nature, skill or contents of the agreement is changed, and the agreement as a consequence changes in quality and or quantity, this also may have consequences for what was originally agreed. The original price may be increased or decreased. If possible Dutchgrand Ltd. will give a new price in advance. In case of amendment of

the agreement, the original term of completion may be altered. The other party accepts the possibility of change in price and term of execution.

8. In case the agreement was altered, including additions, Dutchgrand Ltd. has the right to delay execution of the agreement, until authorized personnel of Dutchgrand Ltd. has agreed as well as authorized personnel of the other party, for the execution of the agreement under the new price and other conditions, including the new timeframe for execution of the agreement. In case Dutchgrand Ltd. doesn't comply immediately or fully with the execution of the altered agreement, this will not constitute default by Dutchgrand Ltd., nor will it form grounds for the other party to dissolve the agreement.
9. Without constituting grounds of default, Dutchgrand Ltd. may refuse a request to alteration of the agreement, in case such a request may have consequences in quality and or quantity of the execution of the agreement and/or the delivery of certain items.
10. In case the other party reaches a situation of default with regard to a proper execution of his part of the agreement, then the other party is responsible for all damage including costs of Dutchgrand Ltd. which are connected to the agreement directly or indirectly.
11. In case Dutchgrand Ltd. has concluded the agreement for a certain price, then Dutchgrand Ltd. is authorized to alter the prize under the following circumstances, even if the price is considered to be a fixed-price:
 - a. in case the price rise is a consequence of a change in the agreement
 - b. in case the price rise is a consequence of a power or obligation of Dutchgrand Ltd. under the law;
 - c. In all other cases, with the understanding that the other party, who does not act in any profession or trade, has the right to the player the agreement null and void by a written declaration, in case the price rise is more than 10% and takes place within three months after concluding the agreement, unless Dutchgrand Ltd. declares himself willing to execute the agreement as originally concluded or in case delivery was concluded to be at a term longer than three months after conclusion of the agreement.

Article 4. Suspension, dissolution, and premature cancellation of the agreement

- Dutch grand Ltd. is allowed to suspend his obligations and or dissolve the agreement in case:
The other party does not does, not completely or timely meets his obligations deriving from the agreement;
after closure of the agreement Dutchgrand Ltd. becomes aware of circumstances which give rise to reasonable fear that the other party will not meet its obligations;
the other party at the closure of the agreement has been requested to provide securities for the performance of its obligations from the agreement and the securities remain wanting or are insufficient;
it cannot be demanded from Dutchgrand Ltd. to honor his obligations stemming from the agreement under the original terms in case delays on the part of the other party;
circumstances arise of such a nature that keeping of the agreement is impossible or unchanged keeping of the agreement cannot be demanded in reason from Dutchgrand Ltd.
2. In case the other party is liable for the dissolution of the agreement, Dutchgrand Ltd. has the right to claim damages which include costs directly or indirectly related to the agreement and or its execution.
 3. In case the agreement is dissolved the claims of Dutchgrand Ltd. on the other party are due immediately. In case Dutchgrand Ltd. suspenses the fulfillment of his obligations, he maintains his claims under the law in the agreement.
 4. In case Dutchgrand Ltd. suspends or dissolves the agreement on grounds mentioned in this article, he is in no way how to restitution of damages or costs which may be the result of such suspension or dissolution, while the other party on the basis of default, is obliged to pay damages and/or restitution.
 5. In case the agreement is dissolved by Dutchgrand Ltd. before completion, Dutchgrand Ltd., in consultation with the other party, will take of transfer of the still outstanding work to third parties unless that this installment of the agreement is due to actions of the other party. cost for such a transfer of outstanding work are in the expense of the other party. Dutch grand Ltd. will inform the other party as much as possible in advance regarding the amount involved such costs. The other party is obliged to pay these costs within the time span mentioned by the user.
 6. Dutchgrand Ltd. has the right to dissolve the agreement immediately and effectively without any obligation on his part for payment of any restoration costs in case the other party:
 - files for liquidation
 - applies for suspension of payment and or bankruptcy
 - its assets are seized by a bailiff

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- or any other situation in which the other party is not able to use its own assets.

The claims of Dutchgrand ltd. on the other party are due effective immediately.

7. In case the other party cancels an order in whole or in part, the costs involved with the order including transfer, delivery and labour costs, are due by the other party to Dutchgrand ltd..

article 5. Acts of God

1. Dutchgrand ltd. cannot be held to fulfill any obligation with regard to the other party in case this is due to circumstances beyond his control and of which neither by law nor by custom for his expense.
2. Circumstances beyond the control of Dutchgrand ltd. include, apart from the law and jurisprudence may contain on the subject, outside causes foreseeable or non-foreseeable, on which Dutchgrand ltd. cannot exert any influence, but which prevents the user to fulfill his obligations. Dutch grand ltd. has the right to invoke these circumstances beyond his control clause, even if they appear after Dutchgrand ltd. should have fulfilled his obligation.
3. During the period of which the circumstances beyond his control exist, Dutchgrand ltd. may suspend his obligations under the agreement. In case this period lasts longer than two months, then each of the parties has the right to dissolve the agreement, without any obligation to retribute damages to the other party.
4. In case Dutchgrand ltd. has fulfilled or will fulfill his obligations in part, at the occurrence of the circumstances beyond its control, and the partial fulfillment can be attributed a monetary value, Dutchgrand ltd. has the right to bill the partly fulfilled obligations separately. the other party is obliged to pay this invoice as if it was part of a separate agreement.

Article 6. Payment and collection charges

1. Payment is due before or on delivery, in the way as prescribed by Dutchgrand ltd. and in the currency of his choosing, unless indicated otherwise in writing by Dutchgrand ltd. and is authorized to invoice his work periodically.
2. In case the other party remains in arrears with payment of an invoice, he is in legal arrears immediately. In case the other party is in arrears he also owes Dutchgrand ltd. an interest of 1% per month over the outstanding amount, unless the legal interest is higher, in which case the legal interest is owed. The interest will be calculated over the outstanding amount from the moment the other party is in arrears until the moment the full amount has been paid.
3. Dutchgrand ltd. has the right to offset the payments by the other party against the accumulated costs and its interest and then against the main sum and its interest.
4. Dutchgrand ltd. can refuse an offer of payment in case the other party wants to assign a different order of assignment of the payment, as stated above. Dutchgrand ltd. may refuse complete repayment of the main sum, in case the payment does not include the interest accrued costs.
5. Objections to the height of the invoice will not suspend the obligation to pay.
6. In case the other party is in arrears for the timely compliance of his obligations, all reasonable costs associated with acquiring satisfaction out of court are at the expense of the other party. The extrajudicial costs will be calculated in accordance with the Dutch collection practices. In case Dutchgrand ltd. has to make higher costs them could be foreseen reasonably, the real costs will have to be reimbursed by the other party. all legal and enforcement costs will also have to be reimbursed by the other party. interest will be levied against the other party on all execution costs.

article 7. Guarantees, research and complaints

1. The items delivered by the user meet all the usual requirements and standards applicable at the time of delivery. The Dutchgrand portable stand is a partially mould-product with a high-gloss finish. During manufacturing-process it's possible that irregularities occur in the surface, which are within the tolerance of deviations, accounted acceptable by Dutchgrand ltd., considered the realistically attainable level of finish. These irregularities occur as the following features:

On the composite prefab

conversion/deflation: minor subsidence in the surface, usually caused by temperature-change during hardening. At an optical aberration, exceeding 30% under an angle of 45 degrees, the prefab is declined.

swirl, matte, hologram: aberrations in the gloss, caused by poor polishing of polish agents or other maintenance-agents, grease-sediments or optical conversion caused by temperature-change during hardening. These deviations can be solved with polish-treatment and usually, do not lead to disapproval.

polish-/sanding-swirl: circular marks in the gloss, caused by machined or manual abrasive with a coarseness of >2500, not visible to the naked eye at a distance of 1 meter from the object.

On the aluminium prefab

frame: marks or print on the coating, caused by moving foil/package, not visible to the naked eye at a distance of 2 meter from the object. blistering coating, gradient surface on parts outside the visible side.

legs: marks or print on the coating, caused by moving foil/package, not visible to the naked eye at a distance of 1 meter from the object.

2. The guarantee mentioned in part one of this article is applicable on material and construction and valid for a period of one year after delivery, unless the nature of the item delivered results in a different period of guarantee or parties have agreed on a different period of guarantee. the guarantee provided by Dutchgrand ltd. does not exceed the guarantees provided by third parties who is parts have been used in the article is provided by Dutchgrand ltd. After the period of the guarantee or cost for repair or replacement, including administrative and transport costs will be charged to the other party.
3. Any form of guarantee will become null and void due to passing of time after the delivery date, or any or any defect has arisen as a result of improper use, improper storage or maintenance by the other party and or at third parties, and or changes have been applied or have been tried to apply to the delivered item by the other party and or third parties under his command. Dutchgrand ltd. is not responsible for any defect which has arisen as a result of circumstances which he has any influence such as the weather circumstances as rain and temperature et cetera.
4. The other party will inspect or have inspected by third-party the delivered items on on delivery or on the moment that the work has been completed. Dutchgrand ltd. needs to verify that the quality and quantity of the delivery is in agreement with the agreement between the parties. Any complaints will have to be made in writing to the user within two weeks of delivery or completion. The complaint will provide a description as detailed as possible of the defect, thus enabling Dutchgrand ltd. to respond as accurate as possible. The other party will provide Dutchgrand ltd. the opportunity to investigate the complaint.
5. When the other party makes his complaints in time this does not suspend is obligation to pay for the goods or the delivered works. The other party is obliged to take delivery of the other ordered goods and provide payment for such a list these goods have no value independently.
6. In case a complaint filed too late, the other party has no right to repair, replacement or compensation unless there are longer periods of currency flows from the cause of the complaint or other circumstances of the case.
7. When it has been established that an item has been and complaint is valid and has been made timely, Dutchgrand ltd. will repair or replace or compensate the other party upon return of the defective item or, in case returning the item cannot reasonably be required, upon written notice of the complaint. In case of replacement the other party is required to return the defective item to the user, unless the user instructs otherwise in writing.
8. In case it is established that the complaint is unfounded, the costs in connection with the complaint, including the costs of research and transport of the user are at the expense of the other party.

article 8. Liability

1. in case Dutchgrand ltd. is liable, the liability is restricted in accordance with this article.
2. Dutchgrand ltd. is not liable for any damage, from whatever nature, which results from the use of incorrect and/or incomplete information provided by the other party to Dutchgrand ltd.
3. Dutchgrand ltd. is only liable for direct damage.
4. direct damage will only include:
 - all reasonable costs for the assessment of the cause and the size of the damage, in as far as the assessment is related to the damage as described in these general terms;
 - the potential reasonable costs to be made in order for Dutchgrand ltd. to comply with the agreement, in as far as these costs can be attributed to Dutchgrand ltd.;
 - reasonable costs, made to prevent or limit damage, as long as the other party shows that each course has led to limitation of direct damage as intended in these general terms.

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5. Dutchgrand Ltd. is never liable for any indirect or secondary damage, including missed profits, missed savings and damage resulting from stagnation of any sort. In case of a purchase by consumers this limitation does not go beyond as what is permitted by article 7:24, section 2 Dutch Civil Code.

6. In case Dutchgrand Ltd. is liable for any sort of damage, then the liability of Dutchgrand Ltd. is limited to a maximum of three times the invoice value of the order, or to be part of the order on which the liability sees.

7. The liability of Dutchgrand Ltd. is always limited to the amount that is paid out by his insurance, if applicable.

8. The limitations of liability as described in this article do not apply in case the damage is due to gross liability or intentional behaviour by Dutchgrand Ltd. or his personnel.

Article 9. Period of limitation

1. In deviation of the legal terms of limitation, the term of limitation of all claims on and means of defence against Dutchgrand Ltd. and third parties involved on behalf of Dutchgrand Ltd. is limited to one year.

2. The limitation as mentioned in section 1 of this article does not apply to claims on, and means of defence against Dutchgrand Ltd. in case these have been based on facts that the item concerned does not comply with the agreement between the parties. In such a case the claims on the terms of defence against Dutchgrand Ltd. has a time limit of two years from the moment the other party has informed Dutchgrand Ltd. of the nonconformity of the item involved.

article 10. Transfer of risk

The risk of loss, damage or deterioration of value is transferred to the other party from the moment the items have been brought into the possession of the other party.

article 11. Indemnification

1. The other party will indemnify the user from third-party claims in connection with the execution of the agreement between the parties in case the damage has a cause other than one which can be attributed to Dutchgrand Ltd.

2. In case there are parties who make claims against Dutchgrand Ltd., the other party will provide Dutchgrand Ltd. immediate support, both legal and extra legal. In case the other party remains in defect in taking adequate measures, Dutchgrand Ltd. has the right, without any warning, to take the necessary measures himself. All costs and damages of Dutchgrand Ltd. and third parties which arise from such actions, are at the expense of the other party.

Article 12. Intellectual property

Dutchgrand Ltd. maintains all rights and powers which are attributed to him by the Law on authorship and other legislation on intellectual property. Dutchgrand Ltd. has the right to apply the knowledge he acquires through the execution of the agreement, for other purposes, than the agreement, as long as any confidential information concerning the consumer is not provided to any other party.

Article 13. Applicable law and the conflicts

1. On all legal relations involving the use, Dutch law applies exclusively, even if a contract is carried out abroad in whole or in part or in case the other party has chosen his place of residence abroad. The applicability of the Vienna Purchase Treaty is explicitly excluded.

2. The parties will only appeal to a judge after they have tried to find a solution in mutual consultations.

Article 14. Location and change of general terms

1. These general terms have been deposited at the Chamber of Commerce in Amersfoort, Netherlands.

2. The last deposited version or the version as was applicable at the conclusion of the contract between the parties will apply.

3. The Dutch text of these general terms prevails with regard to the explanation of these general terms.