

Article 1 Definitions

1. In present General Terms and Conditions, the following terms are used with the following meaning, unless expressly indicated otherwise:

User: the User of the General Terms and Conditions;

Purchaser: the counterparty to the User;

Agreement: the agreement between User and Purchaser.

Article 2 General

1. The stipulations in present General Terms and Conditions apply to all offers and all agreements between User and Purchaser upon which the user has declared present Terms and Conditions applicable, in so far as present Terms and Conditions have not expressly been deviated from and in writing, by the parties.

2. Present Terms and Conditions are also applicable upon all agreements with the User for the implementation of which third parties must be called in.

3. The General Terms and Conditions of the Purchaser are only applicable if it is expressly agreed in writing that said Terms and Conditions are applicable upon the agreement, to the exclusion of present Terms and Conditions. In that situation, any still conflicting stipulations in the General Terms and Conditions of the User and the Purchaser shall then only apply between the parties if and in so far as they are part of the Terms and Conditions of the User.

4. If one or more stipulations in present General Terms and Conditions are or should become null and void, the remaining stipulations in present General Terms and Conditions shall remain fully applicable. The User and Purchaser will then consult in order to agree upon new stipulations to replace the null and void or nullified stipulations, whereby if and in so far as possible the objective and intention of the original stipulations shall be taken into account.

Article 3 Offers and quotations

1. All offers shall be non-binding unless a period for acceptance is specified in the order.

2. Quotations issued by the User shall be non-binding; unless otherwise specified, they shall be valid for a period of 14 days. The User is only bound by quotations if acceptance thereof has been confirmed by the Purchaser in writing, within 14 days.

3. Delivery times in quotations from the User shall be indicative and in the event of the exceeding thereof, the Purchaser shall acquire no right to dissolution or compensation, unless otherwise expressly agreed.

4. The prices in said offers and quotations shall be excluding VAT and other charges imposed by government, and postage and any transport and packaging costs, unless otherwise expressly agreed.

5. Should the acceptance deviate (in minor respects) from the offer contained in the quotation, the User shall not be bound thereby. The agreement shall therefore not be established in accordance with said deviating acceptance, unless otherwise indicated by the User.

6. A compiled price indication shall not oblige the User to supply any part of the goods included in the offer or quotation at the accordingly specified price for that part.

7. Offers or quotations shall not automatically apply for follow-up orders.

8. If an order is made without a price having been expressly agreed, irrespective of any previously issued quotation or previously calculated price, the order shall be implemented at the price applicable at the moment of delivery of the order.

9. For all agreed volumes, leeway of 10% shall be permitted on the understanding that the Purchaser is required to accept and to pay for 10% less or more, with a minimum of 1 kg or 1 litre, respectively.

Article 4 Implementation of the agreement

1. If and in so far as required for the correct implementation of the agreement, the User shall be entitled to have specific tasks carried out by third parties.

2. The Purchaser shall ensure that all data indicated by the User as necessary, or which the Purchaser should reasonably understand as being necessary for the implementation of the agreement, are issued to the User, in good time. If the data necessary for the implementation of the agreement are not issued to the User in good time, the User shall be entitled to suspend implementation of the agreement and/or to charge the additional costs arising from the delay to the Purchaser, according to the standard rates.

3. The User shall not be liable for damage of whatever kind as a result of the User assuming incorrect and incomplete data as issued by the Purchaser, unless the inaccuracy or incompleteness should have been known to the User.

4. The Purchaser shall indemnify the User against any claims from third parties suffering damage in connection with the implementation of the agreement, and attributable to the Purchaser.

Article 5 Delivery

1. Delivery shall be made ex-factory/shop/warehouse of the User.

2. The Purchaser is required to accept the goods at the moment the User delivers the goods or has them delivered to the Purchaser, or at the moment at which the goods are to be made available to the User, in accordance with the agreement.

3. If the Purchaser refuses acceptance or is negligent in issuing information or instructions necessary for the delivery, the costs for return carriage, the costs for storage and other necessary costs shall be for the account and risk of the Purchaser. The offer to deliver shall be considered equivalent to delivery. In the event of refusal of the goods, the User will store the goods for a period of thirty days. The Purchaser shall be notified that the goods can be collected within the above specified period, upon cash payment. Following expiry of this period, the User shall be entitled to sell the goods to a third party, or to otherwise dispose of the goods.

4. If the goods are delivered, the User shall be entitled to charge any delivery costs. Said costs shall at that time be separately invoiced.

5. If the User has specified a delivery date, this shall be by way of indication. A specified delivery date shall therefore never be a deadline. In the case of exceeding of a date, the Purchaser must declare the User in default, in writing.

6. The User is entitled to deliver the goods in batches, unless this stipulation has been deviated from in an agreement, or if no independent value can be attributed to the part delivery. The User is entitled to issue separate invoices for the goods thus delivered.

Article 6 Samples and models

If a sample or model has been shown or issued to the Purchaser, it must be considered as having been issued merely as an indication, without the good having to comply with that sample or model, unless it is expressly agreed that the good shall comply with the sample or model.

Article 7 Examination, complaints

1. The Purchaser is required to examine the delivered goods (or have them examined) at the moment of delivery, and certainly within the shortest possible time. In that connection, the Purchaser must investigate whether the quality and quantity of the goods delivered match the agreement, or at least comply with the requirements applicable thereupon in normal (trade) transactions.

2. Any visible damage or shortcomings must be notified to the User in writing, within three days following delivery. Invisible damage or shortcomings must have been reported within three weeks following discovery, but at the latest within 12 months following delivery.

3. If no complaint is issued in time, in accordance with the previous paragraph, the Purchaser shall still be required to accept and pay for the goods purchased. If the Purchaser wishes to return faulty goods, such shall be subject to prior written permission from the User, in the manner specified by the User.

Article 8 Payments, price and costs

1. If the User has agreed a fixed selling price with the Purchaser, the User shall nonetheless be entitled to raise that price. If the raise takes place within three months following the entering into of the agreement, the Purchaser shall be entitled to dissolve the agreement, unless the User is still willing to implement the agreement according to the original conditions.

2. The User may for example pass on price rises, if between the moment of offer and implementation of the agreement, significant price changes have occurred in respect for example of exchange rates, wages, raw materials, semi-manufactures packaging material.

3. The prices employed by the User shall be excluding VAT and any other charges, and any costs to be accrued in the framework of the agreement including transport and administration costs, unless otherwise specified.

Article 9 Payment

1. Payment must be made within 14 days following the invoice date, in a manner to be specified by the User, in the currency of the invoice. Objections to the invoice amount shall not suspend the payment obligation.

2. If the Purchaser remains in default of payment within the period of 14 days, the Purchaser shall ipso jure be in default. The Purchaser shall then owe interest at 1% per month, unless the statutory interest is higher, in which case the statutory interest applies. The interest on the

demandable amount shall be calculated from the moment that the purchaser is in default, until the moment of settlement of the full amount.

3. In the event of winding up, bankruptcy, seizure or moratorium on payment of the Purchaser, the claims of the user upon the Purchaser shall be immediately demandable.

4. The User shall be entitled to first have any payment used to cover the costs, subsequently the outstanding interest, and finally the principal amount and the current interest. Without as a consequence being in default, the User may refuse an offer of payment, if the Purchaser specifies any other order for payment allocation. The User may refuse full settlement of the Principal amount if at the same time the outstanding and current interest and costs are not also settled.

5. The User is able to demand an additional credit limitation charge of 2%. This additional charge shall not be payable in the event of payment within 7 days following the invoice date.

Article 10 Reservation of ownership

1. All goods delivered by the User shall remain the property of the User until the Purchaser has complied with all consequent obligations arising from agreement entered into with the User.

2. The Purchaser is not authorised to pledge or in any other way encumber the goods subject to the reservation of ownership.

3. Should third parties seize the goods delivered subject to reservation of ownership, or wish to establish rights thereupon, the Purchaser is required to duly notify the User as rapidly as may reasonably be expected.

4. The Purchaser undertakes to insure the goods delivered subject to reservation of ownership, and to keep them insured against fire, explosion and water damage and theft, and at the first request to present this insurance policy for inspection.

5. Goods delivered by the User which in accordance with the stipulations sub 1 of present article are subject to reservation of ownership may only be sold on in the framework of normal business practice, and may under no circumstances be used as a means of payment.

6. Should the User wish to exercise his ownership rights as outlined in present article, the Purchaser shall hereby grant unconditional and irrevocable permission to the User or third parties to be appointed by the User, to enter into those locations where the property of the User is held, and to take back the goods.

Article 11 Complaints and Guarantee

1. The User guarantees that the goods to be delivered comply with the normal requirements and standards which may be imposed thereupon, and are free from all shortcomings.

2. The guarantee specified sub 1 also applies if the goods to be delivered are intended for use abroad, and the Purchaser expressly notifies the user in writing of this use, at the moment of entering into the agreement.

3. The guarantee specified sub 1 applies for a period of 3 months following delivery. If a shorter use-by date appears on the packaging of the goods delivered, complaints must have been submitted within that period, and the guarantee shall apply for that period.

4. If the goods to be delivered do not comply with these guarantees, the User shall at his own discretion replace the good, or ensure repair, within a reasonable period following receipt thereof or, if return is not reasonably possible, following written notice in respect of the shortcoming, from the Purchaser. In the event of replacement, the Purchaser shall hereby undertake to return the replaced item to the User, and to transfer ownership to the User.

5. The guarantee specified hereinabove shall not apply if the shortcoming has arisen as a result of inexpert or incorrect use or if, without written permission from the User, the Purchaser or third parties have made changes or attempted to make changes to the good, or have used the good for purposes for which the good is not intended. Guarantee is not possible if the Purchaser has undertaken processing or passed on the goods, whilst the Purchaser could have noted the alleged shortcoming in the goods, by simple inspection. Guarantee is also not possible on the basis of technically unavoidable deviations in colours and characteristics.

6. If the guarantee issued by the User relates to a good which was produced by a third party, the guarantee shall be limited to that guarantee issued by the producer of the good.

1. The insufficiency of paint products delivered, to the exclusion of any other form of evidence, can only be demonstrated by the Purchaser through the presentation of a report by the TNO paint institute, whereby the costs of reporting shall be charged to the party found against.

2. The Purchaser is subject to burden of proof that the goods to which the complaint relates are the same as those supplied by the User.

Article 12 Collection costs

1. If the Purchaser is in default or fails to comply with one or more of his obligations, all reasonable costs for achieving an extrajudicial settlement shall be for the account of the Purchaser. If the Purchaser is in default of timely settlement of a sum of money, he shall owe an immediately demandable penalty of 15% over the amount still payable, subject to a minimum of € 50.

2. If the User has accrued higher costs, which were reasonably necessary, these too shall be eligible for compensation.

3. Any reasonably accrued judicial and enforcement costs shall also be for the account of the Purchaser.

4. The Purchaser shall also owe interest over the accrued collection costs.

Article 13 Suspension, dissolution and security

1. The User is authorised to suspend compliance with the obligation or to dissolve the agreement, if the Purchaser fails or fails fully to comply with the obligations arising from the agreement, or if after entering into the agreement circumstances of which the User becomes aware represent sound reason to fear that the Purchaser will fail to comply with his obligations. If there are sound reasons to fear that the Purchaser shall only partially or not correctly comply, suspension shall only be permitted in so far as justified by the shortcoming, or if, upon entering into the agreement, the Purchaser was requested to issue security for compliance with his obligations arising from the agreement, and such security does not materialise or is insufficient. As soon as security is posted, the authority to suspend the agreement shall expire, unless as a consequence, payment is unreasonably delayed.

2. The User shall also be authorised to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that compliance with the agreement is impossible or according to the yardsticks of reasonableness and fairness can no longer be demanded or if other circumstances arise which are of such a nature that the unaltered continuation of the agreement cannot reasonably be expected.

3. If the agreement is dissolved, the claims of the User upon the Purchaser shall be immediately demandable. If the User suspends compliance with the obligations, he retains his entitlement according to law and the agreement.

4. The User at all times reserves the right to demand compensation.

Article 14 Liability

1. If goods delivered by the User are faulty, the liability of the User in respect of the Purchaser shall be limited to that which is laid down in present Terms and Conditions under "Guarantees".

2. If the User is liable for direct damage, that liability shall be limited to a maximum of twice the invoice amount, at least for that section of the agreement to which the liability relates. The liability shall at all times be limited to not more than the amount of the payment, if any, to be made by the insurer of the User.

3. Direct damage shall exclusively be taken to mean:
- the reasonable costs for determining the cause and scale of the damage, in so far as the determination relates to damage intended in present Terms and Conditions;
- any reasonable costs accrued in making the faulty performance of the User comply with the agreement, unless the shortcoming cannot be attributed to the User;
- reasonable costs accrued in preventing or limiting damage, in so far as the Purchaser demonstrates that these costs resulted in a limitation of direct damage as intended in present General Terms and Conditions.

4. The User shall under no circumstances be liable for indirect damage, including consequential damage, loss of profits, loss of savings and damage due to business interruption.

5. The limitations of liability for direct damage laid down in present Terms and Conditions shall not apply if the damage is attributable to deliberate action or gross negligence on the part of the User or his subordinates.

Article 15 Transfer of risk

The risk of loss or damage to or of the products which are the object of the agreement shall be transferred to the Purchaser at the moment at which said goods are legally and/or actually delivered to the Purchaser, and thus placed at the disposal of the Purchaser or third party to be appointed by the Purchaser.

Article 16 Force majeure

1. The parties are not required to comply with any obligation if they are hindered therein as a consequence of a circumstance which cannot be attributed to negligence and which is not for their account according to the law, any legal proceedings or common business opinion.

2. Force majeure shall in present General Terms and Conditions be taken to mean, in addition to that specified in that connection in the law

and jurisprudence, all external causes, foreseen and unforeseen, over which the User is unable to exercise any influence, but as a result of which the User is unable to comply with his obligations. Labour disputes in the company of the User shall be included.

3. The User shall also be entitled to appeal to force majeure if the circumstance which hinders (further) compliance occurs after the User should have fulfilled his undertaking.

4. The parties may suspend the obligations arising from the agreement for the period that the force majeure continues. If this period continues for longer than two months, each of the parties shall be entitled to dissolve the agreement, without any obligation to compensation to the other party.

5. For as much as at the moment of occurrence of force majeure the User has already complied with part of his obligations arising from the agreement, or will comply therewith, and if independent value can be attributed to the complied with or to be complied with part, the User shall be entitled to separately invoice the already complied with or to be complied with part. The Purchaser shall be required to pay this invoice, as if it were a separate agreement.

Article 17 Brands and Packaging

The User reserves the right to apply his own name and a factory brand to the goods. Only packaging returned within six months following the invoice date (carriage paid warehouse) in perfect condition and which was charged for, shall entail any right to reimbursement of the charged value. The Purchaser will be notified in writing of rejection of packaging within thirty days following receipt, after which said packaging shall be kept at his (the Purchaser's) disposal for one week, after which time the user is free to dispose of the packaging, without any obligation to compensation. Packaging not separately charged on the invoice shall be not be taken back by the User.

Article 18 Disputes

1. The judge in the place of domicile of the User shall be exclusively competent to hear any disputes, unless the district court is competent. Nonetheless, the User shall be entitled to submit the dispute to the court competent according to the law.

2. The parties shall only take recourse to the courts once they have made every effort to settle a dispute in mutual consultation.

Article 19 Applicable law

Every agreement between the User and the Purchaser is subject to Dutch law. The Vienna Sales Convention (CISG) is expressly excluded.

Article 20 Alteration, explanation and location of the Terms and Conditions

1. Present Terms and Conditions are deposited at the offices of the Chamber of Trade and Industry in Arnhem.

2. In the event of an interpretation of the content and intention of present General Terms and Conditions, the Dutch text thereof shall at all times take precedence.

3. The latest deposited version and/or the version valid at the moment of establishment of the agreement shall at all times be applicable.