

General terms and conditions:

Stoerrr – Kids Concepts

Texellaan 12

5691 ZM Son en Breugel – The Netherlands

Enrollment Number K.v.K. Eindhoven: KvK 53282345

ARTICLE 1:

SCOPE

1. These terms and conditions apply to all offers and all agreements of purchase and sale of Stoerrr Design. located in Son and Breugel, hereinafter referred to as "the user".
2. The buyer c.q. the client will be referred to hereinafter as "the other party". If, in the following a provision relates specifically to the situation where the other party is not a natural person. This act will be referred to the exercise of a profession or business as "consumers".
3. Other terms and conditions are only part of the contract between the parties if and insofar as both parties have expressly agreed in writing.
4. "writing" in these terms also mean an e-mail, fax or any other means communication of which with a view to the prior art, and the force in society views this can be equated.
5. The acceptance by the other party without comment, and retains an offer or order confirmation, which makes reference to these conditions be deemed as acceptance of its application.
6. It may not be applicable to a (part of a) provision of these general conditions does the applicability of the other provisions.

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ARTICLE 2:
AGREEMENTS

1. Agreements are first written confirmation by the user binding.
2. Verbal agreements bind the user after these have been confirmed by the user, or once the user with the consent of the other party has begun implementing acts.
3. Additions or changes to the terms and conditions or other changes or additions to the contract only after written confirmation by the user binding.

ARTICLE 3:
OFFERS

1. All offers, quotations, price lists, delivery etc. of the user are without engagement unless a deadline for contain acceptance. If an offer c.q. offer a free offer and this offer by the party accepted, the user has the right to the offer within two working days of receiving the revoke acceptance.
2. The prices charged by the user as well as in offers, price lists and similar prices quoted are exclusive of VAT and any costs. These costs may include - but not exclusively – consist travel expenses, transportation costs, installation costs, costs for the disposal of waste and materials c.q. performing measuring work and claims from third parties. Foregoing, unless expressly authorized in writing otherwise indicated.
3. Shown and / or provided samples, brochures, drawings, models, specifications of colors, sizes, weights and other descriptions are as accurate as possible, but are indicative only. No rights can be relied upon unless the parties expressly agree otherwise in writing.
4. in the preceding paragraph of this article samples, brochures, drawings and the like remain at all times the property of the user, unless the parties expressly agree otherwise in writing. These must first request the user to be returned. They may not be without written consent of the user copied or given to third parties for inspection.
5. A. If between the date of conclusion of the agreement and the execution of the agreement by government and / or trade unions changes, wages, working conditions or social insurance etc., the user is entitled to charge the increases to the other party. If between the afore mentioned dates a new price list by the user and / or suppliers

issued and enter into force, then the user is entitled the prices contained therein to the other party to charge.

B. For the agreement with the consumer, price increases 3 months conclusion of the agreement may be passed c.q. charged. At price increases, the consumer is entitled to the contract within a period of less than 3 months dissolve.

ARTICLE 4:
CONSULTING THIRD PARTIES

If and insofar as the proper execution of the agreement requires this, the user has the right to have certain work c.q. deliveries by commissioning third parties.

ARTICLE 5:
DELIVERY, DELIVERY DATES

1. Specified periods within which the goods must be delivered may never be regarded as deadlines, unless the parties expressly agree otherwise in writing. If the user does not have obligations under the agreement c.q. fulfill a failure, he must be in writing.
2. On delivery in installments, each delivery c.q. phase as a separate transaction and the user are charged per transaction.
3. The risk relating to the goods supplied shall pass to the other party at the time of delivery.
4. Shipping c.q. transport of the goods ordered in a manner to be determined by the user, but at the expense and risk of the counterparty. Deliveries c.q. transport of ordered goods within the Netherlands are the costs party 7% of the invoice value of that business with a minimum of € 75.00. If the total invoice value The ordered goods € 2,500.00 or more, the user to the other party will not transport costs bring.
5. Notwithstanding the provisions of paragraph 4 of this Article, shipment i.e. the transport of goods ordered by the destination (one of) the islands more charges. The user is entitled aforesaid bring additional costs to the other party. Shipping c.q. transport of goods ordered abroad shall be made only upon written request by the other party. The related costs will be more user also be charged to the other party.
6. Delivery of rubber tiles within the Netherlands with delivery of one or more full pallet suddenly free house party. When the supply of a smaller size the user is entitled transportation costs to 7% of the invoice value to spend a minimum of € 75.00 to the other party.
7. The user is not liable for damage of whatsoever nature or form, related to the shipment c.q. transporting, whether the business suffered. All this, unless parties have expressly agreed otherwise in writing agreed.
8. If it proves impossible to deliver the goods to the other party, for reasons attributable to the sphere of party, the user has the right to the ordered goods at the expense and risk of the other party to store. The user shall also shall notify the other party informed of the storage and set a reasonable period in which the other party, the user must enable to deliver the goods.
9. If the other party, upon expiry of the reasonable period set by the user, as defined in the preceding paragraph of this Article fails to meet its obligations, the other party after a period of 1 (one) month, from the date of storage in default and the user has the right to contract in writing,

immediate effect, without prior or further notice, without judicial intervention and without being required to compensation for damages, costs and interest to be held, to wholly or partially dissolve.

10. The foregoing shows the commitment of the other party agreed c.q. stipulated c.q. owed price as well as to meet any storage and / or other costs.

11. The user is entitled to - regarding the fulfillment of the other party's financial liabilities - advance payment or to require security from the other party before proceeding to delivery.

ARTICLE 6:

DELIVERY PROGRESS

1. The other party must ensure that the user will be timely informed about the location of cables, pipes and the like in c.q. at the location where the work should take place. The other party is responsible for the accuracy and completeness of the information provided by him and shall indemnify the user for any claims by third parties that may arise from it are not correct c.q. incomplete this data.

2. The user can not be required to begin delivery of the goods, until all the necessary data in his possession and he has received any agreed (installment) payment. at this resulting delays, the delivery times will be adjusted proportionately.

3. If the supplies can not by causes normal or without interruption beyond the fault of the user pass, the user is entitled to charge the resulting costs to the other party.

4. All expenses incurred by the user in the context of the implementation of the agreement at the request of the other party are the sole responsibility of the latter, unless the parties have expressly agreed otherwise in writing agreed.

5. Assignments are always performed in accordance with signed agreement. All additional costs arising from unforeseen More work will be fully charged to the other party, unless the parties have expressly agreed otherwise in writing.

ARTICLE 7:

PACKAGING, PACKAGING COSTS, call-out

1. If the ordered goods are delivered by the user to the other party in packaging only single use intended, the user is entitled for this packaging to the other party packaging costs bring amounting to 2% of the invoice value of the goods ordered charged.

2. The non-disposable packaging in which goods are delivered shall remain the property of the user and may not be used for other purposes by the other party, for which they are intended.

3. The user is entitled to make this packaging, the other party for deposit fees. The user is required to take back this packaging, if returned carriage paid, at the price which the defendant has been charged, for a period of 2 months after the delivery date. All this, unless parties expressly agreed

in writing have agreed otherwise.

4. If the packaging is damaged referred to in paragraphs 2 and 3 of this Article, incomplete or lost, then the party responsible for this damage and thus relinquishes its right to repayment of the deposit. If the - at the discretion of the user - should prove necessary, this packaging is at the cost price party charged and not taken back.

5. Upon inspection, advisory and installation by the user shall be entitled to travel costs other party to bring in the amount of € 75.00 per location

ARTICLE 8: COMPLAINTS AND RETURNS

1. The other party is obliged to immediately upon receipt of the items to control it. If the other party discover visible defects, imperfections and / or defects, this should be noted on the consignment c.q. to be the accompanying bill and immediately notify the user, or should the party to inform the user within 24 hours after receipt of the goods thereof, subject followed by a immediate written confirmation to the user.

2. Other complaints must be sent by registered mail within 8 days after receipt of the goods to the user reported.

3. Notwithstanding the provisions of paragraphs 1 and 2 of this article, regarding the concluded with the consumer agreement also paragraph 8 of Article 9 taken into account.

4. Should the aforementioned complaints are not made within the specified deadlines to the user, be cases deemed to be received in good condition.

5. The ordered goods are delivered in the wholesale packaging to the user. low Deviations regarding sizes, weights, numbers, colors, etc., shall not constitute failure on the part of the user.

6. With respect to deficiencies in natural products, no returns will be, if these inadequacies are related to the nature and the properties of the raw material (s) from which the product is manufactured. All this at the discretion of the user.

7. Complaints suspend the other party's payment obligation.

8. The user should be able to be made to investigate the complaint. If, for the investigation of the complaint return is necessary, shall only be for the account and risk of the user if the latter has given its express prior written consent.

9. In all cases, returns in a manner and in the original packaging to be determined by the user c.q. packaging. Returns expense and risk of the other party, unless the user's complaint is justified explains.

10. If things have changed after delivery, the nature and / or composition , have been processed in whole or in part , damaged or repacked, any right to complain.

11. In the case of valid complaints, the claim shall be settled pursuant to the provisions of Article 9

ARTICLE 9:

LIABILITY AND GUARANTEE

1. The user shall discharge its task as a business may be expected in his industry, but accepts no liability for damages, including death and personal injury, consequential, business interruption, loss of profits and / or stagnation damage resulting from acts or omissions of the user, staff or by third parties engaged, except where there is intent and / or willful recklessness of himself, his management and / or its managerial staff.
2. Without prejudice to the other paragraphs of this article, the liability of the user - from for whatever reason - is limited to the amount of the net price of the goods delivered c.q. carried activities.
3. Notwithstanding the preceding paragraphs of this article, the user is never required to damages which exceed the insured amount, insofar as the damage is covered by an user closed insurance.
4. The user guarantees the usual normal quality and reliability of the (in) provided; the actual life can never be guaranteed.
5. If in the delivered goods visible mistakes, imperfections and / or defects that are already on the time of (in) delivery should have been present, the user agrees that matters - his choice - no cost to repair or replace.
6. A. In all cases, the period within which the user can be compensation for injury called limited to 6 months.
B. Notwithstanding Section A of this paragraph shall apply to the consumer a maximum period of 1 (one) year.
7. As foreseen by the manufacturer's guarantee delivered by the user, which will guarantee equal manner by both parties.
8. The user takes Regarding the agreement with the consumer's statutory guarantee periods.
9. Repairs and / or replacement of parts or appliances that have defaulted within the applicable warranty traps are never free and borne in full by the other party using actual costs unless clearly agreed otherwise in writing.
10. The other party loses his rights against the user is liable for all damage and indemnifies the user against any claim by third parties regarding compensation if and insofar as: A. aforementioned damage caused by improper and / or instructions and / or advice of the user conflicts use and / or improper storage (storage) of the delivered goods by the other party; B. aforementioned damage caused by errors, omissions or inaccuracies in information, materials, media.

ARTICLE 10:
PAYMENT

1. Payment must be made within 8 days after the invoice date, unless the parties have expressly agreed otherwise in writing.
2. If an invoice after the expiry of the period specified in paragraph 1 has not been paid in full:
 - A. from that time to the other party a credit limitation surcharge of 2% fee brought without being any requirement for a notice of default;
 - B. the other party shall owe the user default interest in the amount of 2% per month cumulatively calculated on the principal amount. Parts of a month shall be as full months considered;
 - C. will be the counterparty, after being admonished by the user, with regard to extrajudicial costs minimal owe 15% of the sum of the principal and the default interest with an absolute minimum of € 150.00;
 - D. the user has the right, for each payment reminder sent to the other party notice like, an amount of at least € 20.00 toward administration in the party to be charged. The user will note this in the agreement and / or on the invoice.
3. At the discretion of the user in prior or similar circumstances, without further notice or judicial intervention, the agreement be dissolved in whole or in part, whether or not combined with a claim for damages.
4. If the other party fails to pay to his payment, the user is authorized to fulfill the commitments made towards the other party to deliver c.q. to perform work, to postpone until the payment is made or proper security has been provided. The same applies before the moment of default if the user has a reasonable suspicion that there are reasons to the creditworthiness of the counterparty doubt.
5. Payments made by the other party shall be applied to settle all interest and costs and extend then to pay invoices which the longest, unless the other party expressly payment written states that the payment relates to a later invoice. 6. A. If the other party , for whatever reason , one or more claims against the user , or will obtaining, the other party shall waive the right to offset with respect to this claim (s) . Said waiver of the right to adjustment also applies if the other party (provisional) applies for a moratorium or in bankruptcy is declared . B. The provisions under A of this paragraph does not apply to contracts with consumers

ARTICLE 11:

RETENTION OF TITLE, CERTIFICATE ISSUE LOG

1. The user shall retain ownership of goods delivered and to be delivered until the time when the other party its related payment has paid towards the user. these payment consist of paying the purchase price, increased by claims relating to work done with those delivery related, as well as claims relating to any compensation due to shortcomings in the performance of obligations on the part of the other party. 2. under the reservation of ownership allowed by the other party only in the context of normal operations are sold. 3. If the user invokes the retention of title, the relevant agreement shall be dissolved, without prejudice to the right of the user compensation of damage, lost profit and interest. 4. The other party is obliged to immediately give the user written notice of the fact that third parties apply on items subject to retention of title under this Article. 5. Where applicable, the user is entitled, at the delivered goods belonging log certificates under himself hold until the other party all his payment in respect aforesaid goods delivered are fulfilled.

ARTICLE 12:

PLEDGE / WARRANTAGE

Until such time as the other party fully performed his payment obligations to the I have met, the other party is not entitled to give the delivered goods to third parties as security and / or a possessory establish lien on it, and / or bring the goods for storage under the actual control of one or more financiers (warranting) as this shall be deemed default on his part. The user can then immediately, without being required to notice of default being required, to suspend its obligations under the agreement or dissolve the agreement, without prejudice to the right of the user to compensation for damages, lost profit and interest.

ARTICLE 13:

BANKRUPTCY OF ACCESS TO ASSETS the like Notwithstanding the other provisions of these terms and conditions shall be concluded between the party and the user agreement dissolved without judicial intervention and without any notice being required, at the time to which the other party is declared bankrupt, applies for (temporary) suspension of payment, by permitting seizure is affected, receivership or an administration order is made or otherwise the power or ability to act in relation to his assets or parts.

ARTICLE 14:

Force majeure

1. If fulfillment of what the user is required under the agreement concluded with the opposing party is not possible and this is due to non-attributable failure on the part of the user, and / or on the side of the third parties or suppliers engaged for execution of the contract, or in the event of another serious reason on the part of the user, the user is entitled to the contract between the parties Agreement to terminate, or the fulfillment of his obligations to the other party for a him to determine a reasonable time to suspend without being obliged to pay any damages. If these situation arises when the agreement has already been fulfilled, the party held to his obligations to the user to meet up to that time.
2. Circumstances are non-attributable non-performance shall include: war, riots, mobilization, domestic and foreign unrest, government action, strikes and lockouts by employers or the threat of these conditions, and the like; disruption at the time of entering into the agreement currency exchange rates; weather, business interruptions due to fire, accident or other incidents and natural phenomena, and an indifferent or non or late performance takes place at the user, its suppliers or third parties engaged by him for the performance of the obligation

ARTICLE 15:

TERMINATION, CANCELLATION / TERMINATION

1. A. The other party waives all rights to dissolve the agreement under article 6: 265 ff B.W. or other statutory provisions, unless mandatory provisions dictate otherwise. One and Another is subject to the right under the agreement to cancel this article c.q. to terminate. B. The provisions under A of this paragraph does not apply to the agreement with the consumer.
2. Cancellation is understood in the context of these terms and conditions: it before the start of implementation the contract termination of the agreement by either party.
3. withdrawal is understood in the context of these terms and conditions: after the commencement of the implementation the contract termination of the agreement by either party.
4. If the other party terminates c.q. cancels the agreement, he is to the user a user nearer determining due compensation. The party is held all costs, damage and lost profits to reimburse to the user. The user is entitled to fix the costs, damage and lost profit and - his choice and depending on the work c.q. deliveries already made - 20 to 100% of the agreed price to the other party to charge.
5. The other party is liable to third parties for the consequences of the cancellation c.q. cancellation and indemnifies the user in this regard. 6. Amounts already paid will not be refunded by the other party

ARTICLE 16:

APPLICABLE LAW / JURISDICTION

1. between the user and the other party is exclusively Dutch law. The disputes arising from this contract shall be settled according to Dutch law.
2. Notwithstanding the provisions of paragraph 1 of this Article, the property law will impact a retention of business intended for export, if the legal system of the country c.q. the state destination of the goods is more favorable for the user are governed by that law.
3. Any disputes will be settled by the competent Dutch court, although the user competence entitled to bring a case before the competent court in the place where the user is located, unless the cantonal court has jurisdiction.
4. For disputes with consumers, which applies within 1 (one) month after the user has notified him made that the matter will be submitted to the court, can indicate to consumers that he chooses settlement of the dispute by the legally competent court.
5. With respect to disputes arising from the agreement concluded with a party based outside Netherlands, the user is entitled to act in accordance with paragraph 3 of this article or - at its discretion - to the disputes before the competent court in the country c.q. the state where the counterparty is established.

Date: April 20, 2017