

General Terms and Conditions Not Only White B.V.

1. Definitions

- 1.1 client: each party that enters into or has entered into an agreement with Not Only White B.V., or to whom an offer or proposal has been made by or on behalf of Not Only White B.V..
- 1.2 product: any and all products offered for sale by Not Only White B.V. to a client.
- 1.3 order: a purchase order from client to Not Only White B.V..
- 1.4 these terms: the present general terms and conditions of Not Only White B.V..

2. Applicability

These terms apply to all sale agreements entered into by Not Only White B.V., as well as to sale offers and quotes done by Not Only White B.V.. By entering into a sale agreement with Not Only White B.V. or receiving a sale offer or quote from Not Only White B.V., client unconditionally accepts the applicability of these terms.

Not Only White B.V. is at all times entitled to amend these terms. Changes come into effect thirty days after notification to client.

Applicability of client's terms and conditions of any kind or name to a sale agreement between Not Only White B.V. and client is hereby excluded, unless parties agree otherwise in writing.

These terms are in force as per April 7th of 2014.

3. Quotes

- 3.1 Each offer or quote made by or on behalf of Not Only White B.V. is made without obligation and does not bind Not Only White B.V. except when and insofar as Not Only White B.V. has explicitly stated otherwise in writing or parties have agreed otherwise in writing.
- 3.2 Any prices specified in an offer or quote are only valid for the quantities offered. Any prices specified in an offer or quote combining different products or product varieties are only valid for the total combined quantities offered.
- 3.3 Price lists, brochures and other information provided by or on behalf of Not Only White B.V. are prepared with utmost care but bind Not Only White B.V. only when and for as far as they have been explicitly confirmed to client by Not Only White B.V.. Not Only White B.V. is entitled to adapt the technology or design of products contained in sales documentation, as well as standard colour of material surfaces of products, at any time.

4. Realisation and content of agreement

- 4.1 An agreement between Not Only White B.V. and client is realised at the moment that a person authorized hereto by Not Only White B.V. confirms in writing the acceptance of an order or assignment from client. The scope and content of the agreement follows on from the written confirmation of Not Only White B.V..
- 4.2 If an offer or quote is not without obligation as meant in article 3.1 of these terms and a binding time period for the offer or quote has been set, the agreement is realised at the moment the offer or quote is accepted by client within that time limit. In such a case, the confirmation of the assignment or order is deemed to correctly and completely represent the agreement.
- 4.3 Client is freely entitled to cancel or adapt an order up to five days after the date of the order confirmation as meant in article 4.1 of these terms. If Not Only White B.V. accepts an order cancellation or order adaptation after these five days, Not Only White B.V. is entitled to charge an additional 25% to the original invoice amount of the order and re-determine delivery time. Any cancellation or adaptation of an order is subject to a € 30 ex VAT administration fee.
- 4.4 When entering into an agreement and before finalization of executing this agreement, Not Only White B.V. is entitled to demand the provision of sufficient certainty from client regarding timely settlement by client of his payment obligations and other obligations.

5. Prices

- 5.1 Prices listed by Not Only White B.V. are recommended retail prices before VAT or other taxes and levies. These recommended retail prices are subject to costs changes and can therefore be amended by Not Only White B.V. accordingly without prior notice.
- 5.2 Prices listed are based on ex-works (Incoterms 2000) delivery by Not Only White B.V., inclusive of packaging costs and exclusive of shipping costs and other costs that are for account of client in ex-works delivery, unless otherwise agreed in advance by parties in writing.

6. Payment

- 6.1 Payment of the total purchase amount, including costs and taxes for account of Not Only White B.V., is due before delivery of products and upon invoice by Not Only White B.V., unless otherwise agreed in advance by parties in writing.
- 6.2 If a payment term as indicated by Not Only White B.V. is exceeded by client, Not Only White B.V. is without notice of default entitled to claim payment of a 2% interest per month on the outstanding invoice amount due and client agrees to forfeit such interest in that situation. Payment of interest as a result of payment term excess does not affect contractual payment obligations and other obligations by client, nor does it deprive Not Only White B.V. from any further rights.
- 6.3 In case client exceeds a payment term for a specific order, all amounts invoiced by Not Only White B.V. to client become payable at the moment the payment term for the aforementioned specific order is exceeded.
- 6.4 Notwithstanding article 6.2 of these terms, all costs incurred in relation to the collection of late payments by client are for the sole account of client and client agrees to forfeit such costs in those situations.
- 6.5 Client is not entitled to set-off any claims or counterclaims on Not Only White B.V., her commercial agents or any other party related to Not Only White B.V., against claims by Not Only White B.V. on client without the prior written permission hereto by Not Only White B.V..
- 6.6 Any claim regarding invoices issued by or on behalf of Not Only White B.V. must be lodged in writing with Not Only White B.V. within eight days of the date of the invoice, after which the invoice(s) will be regarded as having been unconditionally accepted and approved by client.

7. Delivery and delivery period

- 7.1 Delivery period commences on the moment an agreement between parties has been realized as defined in article 4.
- 7.2 Deliveries are made ex-works (Incoterms 2000) unless otherwise agreed by parties in writing.
- 7.3 Deliveries are made packaged by mail or carrier, such choice to the sole discretion of Not Only White B.V.. Additional costs for express delivery air freight or transport by ship will be charged separately by Not Only White B.V. to client for each incidence.
- 7.4 Client must report any shortages (including any kind of inconsistency with the purchase order), defects and damages, in writing to Not Only White B.V. within three working days after the delivery day. If no timely report occurs the products will be regarded as having reached client in good condition, complete and undamaged. For the purpose of this provision and without prejudice to the provisions on the transfer of risk, the delivery day is the day when the products are unloaded or discharged at the location indicated hereto by client.
- 7.5 Not Only White B.V. is entitled to make partial deliveries, which can be invoiced separately, in which case client is obliged to pay these separate invoices in accordance with article 6.
- 7.6 Except when and as far it has been otherwise agreed in writing, delivery times and periods specified by or on behalf of Not Only White B.V. in an offer, quote or agreement are ex factory and are not intended to have a fatal effect. Not Only White B.V. is obliged to observe the specified delivery time and period as much as possible, but late delivery will not lead to any liability whatsoever for Not Only White B.V., nor entitle client to claim compensation, price reduction or cancellation of the order. In case delivery time is exceeded excessively, parties must consult with each other.

8. Passing of usage and risk

- 8.1 The usage and risk with regard to the products sold and/or delivered by or in the name of Not Only White B.V. to client is transferred to the other party: for products supplied out of stock, this occurs at the moment these goods are segregated from stock for the benefit of client; for other products, this occurs at the moment the products are loaded for transportation to client or to a place indicated by client except when and insofar parties agreed otherwise in writing.
- 8.2 If shipping of any kind whatsoever of products is delayed or turned out impossible as a result of circumstances outside Not Only White B.V.'s direct control, the purchased products will be stored at the sole expense and risk of client.

9. Transport

Unless indicated in writing by client to Not Only White B.V. before the starting moment of packaging, the manner of packaging, transport, shipment etc. of products is completely at the discretion of Not Only White B.V. and will be determined with utmost care by Not Only White B.V., without prejudice to the provisions in article 8.

10. Force majeure/non-liable failing

If Not Only White B.V. as a result of force majeure is prevented from fulfilling any of its obligations to client and in the event the force majeure to Not Only White B.V.'s opinion is of a temporary or transitory nature, Not Only White B.V. is entitled to postpone the execution of that obligation or the agreement until the circumstances or events causing the force majeure situation no longer arise. If Not Only White B.V. as a result of force majeure is prevented from fulfilling any of its obligations to client and in the event the force majeure to Not Only White B.V.'s opinion is of a permanent nature,

parties will consult with each other to come to a settlement of dissolution of the agreement.

For the cause of this provision, force majeure is defined as: each circumstance, cause or event, wherever occurring, whether it be of temporary or permanent nature which prevents the correct, complete and timely fulfillment of any obligation of Not Only White B.V. and each circumstance, cause or event by which Not Only White B.V. cannot reasonably be expected to prevent or which wholly or partially falls outside of the sphere of influence of Not Only White B.V.; amongst others fire, explosions, natural disasters, strikes and work stoppages, excessive sickness absenteeism of staff, boycotts, war, governmental actions or regulations which prevent, delay or hinder the proper execution of the agreement, lack of transport resources, disturbances in the provision of energy or any other public utility, disturbances or delay in the supply of materials or parts, non-fulfillment of obligations by a contract partner of Not Only White B.V.; as well as the results of the aforementioned circumstances.

If force majeure prevents Not Only White B.V. to fulfil its obligations to any but not all of its clients, Not Only White B.V. is entitled to unilaterally decide which client's obligations will be fulfilled and in which following order.

11. Termination of agreement

- 11.1 In case of non-observance by client of any of its obligations, in case client is declared bankrupt, goes into administration, presents a request for delay of payment, is confronted with a whole or partial seizure of its assets or is entering liquidation, Not Only White B.V. is entitled to terminate and/or dissolve the agreement without judicial intervention and without Not Only White B.V.'s rights to claim damages, to make use of her ownership retention rights and/or to demand fulfilment with compensation of the agreement instead of termination.
- 11.2 Client is entitled to terminate the agreement in case (a) Not Only White B.V. exceeds a delivery term for a second time without justifiable grounds and client has indicated in writing before the second excess that it will refuse acceptance in case of second excess or (b) Not Only White B.V. within a reasonable term cannot fulfil its obligations towards client and Not Only White B.V. has indicated this to client. Termination as meant in this provision will never result in compensation of damages for client.

12. Return of products

- 12.1 12.1 The return of goods will only be accepted by Not Only White B.V. within seven days after delivery day and with written prior approval by Not Only White B.V.. For undamaged products, a maximum of 90% of the net value of the products, minus packaging and shipping costs, is eligible for refund.
- 12.2 Return of products is subject to a €30 ex VAT administration fee per indicated return. Costs of missing original packaging, small accessories and additional work will be itemised and deducted from the credit invoice. No cash refunds can be made.
- 12.3 Unique, custom made or special products or standard models modified at the request of client can never be returned.

13. Warranty

- 13.1 With due observance to the provisions specified elsewhere in these terms, Not Only White B.V. guarantees the quality of the materials used and their promised characteristics as well as the proper functioning of the products. A guarantee for products purchased elsewhere by Not Only White B.V. is only given as far as it has been provided by the original manufacturer(s).
- 13.2 Warranty period is 2 years and is valid from the day of delivery to client (including any viewing period). Within the warranty period, any product faulty as a result of apparent material, design or construction defect will be replaced or repaired by Not Only White B.V., such choice at the sole discretion of Not Only White B.V. and Not Only White B.V. will indicate to client where the product(s) should be sent to.
- 13.3 Warranty does not apply to Not Only White B.V. products that have been amended or repaired by client or a third party, nor does it apply in case client or a third party involved did not observe the relevant assembly and/or user instructions.
- 13.4 Warranty does not apply to Not Only White B.V. products that also have been manufactured on the basis of constructions, drawings or models provided by or on behalf of client.
- 13.5 If in the opinion of Not Only White B.V. the product(s) rendered for replacement or repair exhibit no faults, then all costs involved may be passed on to client.
- 13.6 Satisfying the guarantee obligation is regarded as the only and complete compensation.

14. Ownership retention

- 14.1 Without prejudice to article 8 of these terms, all products supplied by or on behalf of Not Only White B.V. remain the property of Not Only White B.V. until the moment that the debt of client towards Not Only White B.V. has been fully settled, this debt being the amount or the account that client owes to Not Only White B.V. inclusive of all interest and costs.
- 14.2 For as long as the ownership of products remains with Not Only White B.V. on the basis of this article, client is obliged to hold the products in such a way that they can easily and clearly be identified as the products of Not Only White B.V..
- 14.3 At first request of Not Only White B.V., client must authorize the immediate return of those Not Only White B.V. products which have not yet been fully paid for where ever those products may be.
- 14.4 Client is entitled to sell or use products under ownership retention within the framework of normal business operations. However, no right of security can be bestowed on those products nor can they be encumbered or made a part or an element of one or more other goods. When products under Not Only White B.V.'s ownership retention are sold on by or on behalf of client, client is obliged to retain ownership for himself and at Not Only White B.V.'s first request to cede to Not Only White B.V. all demands against the client's debtor, up to the amount that client owes to Not Only White B.V..

15. Liability

- 15.1 Except when and as far as something else might otherwise ensue from provisions of imperative law concerning (product) liability, Not Only White B.V. is not obliged to compensate for damage of whatever nature, to any movable or immovable good or to any person, including any loss of profits, at client or any third party. This applies for damage caused directly or indirectly by or being connected with any object or product supplied by or on behalf of Not Only White B.V., including any use, application, transport and storage, assembly or installing of such object or product. Client explicitly indemnifies Not Only White B.V. against claims and demands which are based on or connected with such damage.
- 15.2 Except in the case of intentional or flagrant damage on the part of Not Only White B.V., Not Only White B.V. is not liable for any damage as meant in the previous clause which is caused by or is the result of any service performed by or on behalf of Not Only White B.V..
- 15.3 With respect to any advice provided, Not Only White B.V. is only liable for normally foreseeable and avoidable shortcomings in the advice, on the understanding that this liability never exceeds any amount agreed upon and received for the advice.
- 15.4 Any liability is at any time limited to directly caused damage and to the amount, in each case, reimbursed by the liability insurer of Not Only White B.V.. If necessary, and at the request of client, Not Only White B.V. will provide information on the insured amount(s). If no liability insurance is provided for, any liability on Not Only White B.V.'s part is at all times limited to the net amount invoiced for the circumstance in question. Notwithstanding article 13.6 of these terms, settlement of the assessed damage is to be regarded as the only and complete compensation.
- 15.5 Any claim for damages lapses one year after the damage has manifested or has been discovered, recognised or could have been expected to have been discovered or recognised and, in all cases, two years after the delivery day.
- 15.6 With respect to products for which Not Only White B.V. has involved third parties, the applicable contractual or guarantee provisions applying to the respective transaction are also valid for client and as far as Not Only White B.V. wishes to make use of these provisions.

16. Intellectual property rights

- 16.1 Client will employ technical data, drawings and all other essential information supplied by or on behalf of Not Only White B.V. only for its own (internal) use and will not in any pass it on or sell it or make it available to third parties nor allow any third party to use it.
- 16.2 Not Only White B.V. cannot be held liable in any way with regard to the infringement of any industrial or intellectual property right which infringement is the result of any change in or to a product supplied by or on behalf of Not Only White B.V. or in the use or application of such a product in a way different to that which Not Only White B.V. could have expected or assumed, or which is the result of the product's integration, use or application in combination with other goods not supplied by or on behalf of Not Only White B.V..

17. Applicable law

Dutch law is applicable to all offers, quotes, orders, agreements, deliveries and services performed and entered into by or on behalf of Not Only White B.V., notwithstanding the applicability of the UN Vienna Trade Treaty concerning international trade agreements related to movable goods. All disputes, including those considered as such by only one party, resulting from or connected with an agreement to which these terms are applicable and which cannot be solved amicably will be settled in first instance by the district court of the district in which Not Only White B.V. is located, without prejudice to Not Only White B.V.'s rights to seizure or from taking other provisional measures at the places and before the legal bodies that Not Only White B.V. wishes.

The General Terms and Conditions are deposited at the Chamber of Commerce Amsterdam.