

## GENERAL TERMS AND CONDITIONS FOR DELIVERIES, MARKO B.V.

### Article 1 General

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1. These terms and conditions apply to all legal relationships between Marko and third parties.
2. The applicability of the counterparty's general terms and conditions is expressly excluded.
3. In these terms and conditions for deliveries, the following terms have the following meanings:  
maintenance and service  
Marko: Marko B.V. or any of its subsidiaries  
Client: the party to which Marko B.V.'s offer is directed.

### Article 2 Agreement

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1. Offers are subject to confirmation and therefore non-binding.
2. If the agreement is concluded in writing, it shall take effect on the date the contract is signed by Marko or on the day on which Marko dispatches the written confirmation of the order.
3. Marko is not bound to resupply any previously delivered products if these products have been removed from the sales programme or have been dropped from the sales programme for any other reason.
4. The offer as made by Marko, as well as any drawings, designs, scenarios and the like provided or submitted by Marko remain its sole and exclusive property and must be returned immediately to Marko at Marko's first request and in any event in case the client should place no order.
5. Marko reserves the right to charge the client any costs related or incurred in relation to an offer and/or agreement.

### Article 3 Prices

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1. Prices are stated exclusive of VAT. Prices include shipment within the Netherlands, free to destination, if the total amount of the invoice value, excluding VAT, exceeds €2,500. All deliveries outside the Netherlands are made carriage paid to the border of the Netherlands. All quotations are exclusive of VAT and other government fees and levies.
2. For deliveries of less than €2,500, excluding VAT, Marko will charge the actual amount of delivery costs or, as the case may be, a fixed surcharge for delivery charges.
3. Packaging is included in the price unless otherwise agreed.
4. Price increases as a result of changes in wages or costs prices of (raw) materials, to the extent that these are meant and used immediately for or processed on behalf of the agreed performance, may be passed on by Marko to the client, without any additional surcharge. However, such increases should have occurred more than three months after an agreement has been concluded.

### Article 4 Delivery

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1. The delivery period commences on the date that the agreement was concluded and, if applicable, Marko has obtained the documents, data, permits and the like required for the execution of the order.
2. The specifications for the term of delivery are made to the best knowledge of Marko and will be observed to the extent possible. This term is not binding, however. Marko will consult with the client should the delivery period be exceeded.
3. Marko has fulfilled its obligation to deliver the products: within the Netherlands, upon delivery, carriage paid/ paid home to the ground floor of the client; outside the Netherlands carriage paid to the Dutch border, without prejudice to the fulfilment of other obligations, if so agreed upon.
4. Marko reserves the right to, in consultation with the client, make partial deliveries of the order and to invoice these partial deliveries separately.

5. The client is obliged to accept the products it has purchased. Upon failure to do so Marko is entitled, without further notice of default, to demand payment of the agreed sales price for the products not accepted; all these products shall be deemed to have been accepted by the client from Marko. Marko shall in that event store the products at the client's account and risk and against payment for all costs arising therefrom. All this is without prejudice to Marko's rights.

## Article 5 Installation

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1. Installation shall be performed under normal working conditions during the normal working hours of Marko's installation department and, insofar as Marko deems necessary, outside normal working hours.
2. The client must see to it, at its expense and risk, and without prejudice to the provisions of this article 5, paragraph 1, that:
  - a. any work that is not part of Marko's order, such as electrical, plastering and/or painting or other similar work, is done properly and on time;
  - b. lighting and electrical power is available at a reasonable distance and that the spaces in which work is to be done are clean, dry, and adequately heated;
  - c. the delivered products are transported by platform trailers or pallet trucks with sufficient lift capacity to their installation site. Other work carried out by third parties may not hinder the free movement of transport through the building and/or associated installation;
  - d. delivered but uninstalled products and tools can be left stored in an enclosed space accessible only to Marko that is assigned to the storage of these products and tools.
3. In case of a lapse of time as a consequence of a cause for which Marko is not responsible or liable, an extension of the delivery term shall be allowed, which shall be reasonable considering the original term and giving regard to all other circumstances involved.

If delivery is postponed or accelerated at the client's request, Marko is entitled to require a compensation for any costs resulting from such postponement or acceleration as well as statutory interest on the price of the products involved in any postponement.

## Article 6 Structural changes

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Marko expressly retains the right to make structural changes to its models as well as limited deviations from the colour chart or colour sample.

## Article 7 Payments

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1. Unless otherwise agreed in writing, invoicing shall be made as follows:
  - a. Up to €25,000 excluding VAT: upon delivery in accordance with Article 4.3;
  - b. As from €25,000 or more, excluding VAT:
    - 30 % upon order;
    - 60 % when the products are ready for shipment;
    - 10 % upon delivery in accordance with Article 4.3;
  - c. When the client is in default in taking possession.
2. Payments shall be made within thirty days of the invoice date in some reasonable manner indicated by Marko. The client shall owe statutory interest as from the due date.

Any reasonable costs incurred by Marko for collections or in some other legal action, such as to include all costs for outside experts in addition to costs set by law, shall be paid by the client. For a principal sum owed of no more than €5,000, these costs shall be set at a fixed amount of 15% of the sum owed, but at least €100. For a principal sum owed of more than €5,000, these costs shall be set at a fixed amount of 10% of the sum owed.
3. Any payments made by the client shall first be applied to any outstanding interest and costs and then to payable invoices by order of aging, the oldest first, even if the client specifies some other application of the funds.
4. The customer is not relieved of its duty to make payment on submitted invoices for the delivered product when circumstances prevent execution of part of the order.

## Article 8 Transmission of ownership, retention of title

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1. Products delivered to the client remain the property of Marko as long as the client has not paid in full all that the client owes to Marko for all deliveries or work performed, including interest and costs.
2. Marko shall be entitled to unhindered access to the delivered goods in such a case. The client shall lend Marko all assistance in the exercise of its retention of title pursuant to paragraph 1 by the recovery of the delivered goods, including any de-installation required for that purpose.

## Article 9 Complaints and warranty

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1. Complaints about visible defects must be specified in writing to Marko immediately upon their discovery but no later than fourteen days after delivery of the goods.
2. Complaints about invisible defects must be specified in writing to Marko immediately and in any event no later than fourteen days after their discovery.
3. Marko shall, at its own choice, replace or repair invisible defects to the delivery goods that are the direct consequence of the use of unsuitable materials or assembly errors within 14 days of the defect being reported in writing to Marko. This obligation of Marko expires one year after delivery.
4. The warranty does not cover any defect arising in whole or in part as a result of:
  - a. the client's non-compliance with operating or maintenance instructions or other than normal use;
  - b. normal wear;
  - c. installation / fitting or repairs by third parties, such to include the client;
  - d. the application of any government regulation concerning the nature or quality of materials used;
  - e. any used materials and/or goods used in consultation with the client;
  - f. materials or goods provided by the client to Marko for its use;
  - g. materials, goods, approach and constructions used at the explicit instruction of the client as well as materials and goods delivered by or on behalf of the client;
  - h. any third party components used by Marko to the extent that such third party has not given Marko a guarantee.

## Article 10 Liability

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1. Marko's liability is limited to the fulfilment of its obligations pursuant to this agreement.
2. Other than gross negligence on the part of Marko, the applicability of the statutory provisions in respect of product liability as established in the enactment of the relevant EU directive, and other than provided in this article 10 sub 1, Marko's liability, such as for trading loss, consequential loss, other indirect loss and loss due to liability towards third parties, is excluded. This exclusion cannot be invoked if such would result in unacceptable results under the standards of reasonableness and fairness.

## Article 11 Force majeure

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1. In the event that circumstances arise which impede the parties' fulfilment of their obligations as may be expected in the normal settlement of such transactions that it cannot be expected that the parties would have accepted such obligations under such circumstances, the obligations are mutually suspended.
2. Should a situation such as referred to in the preceding paragraph arise and persist for more than ninety days, the parties are entitled for a term of ninety days thereafter to terminate the agreement by written notice. Whatever part of the agreement had then already been executed shall be settled pro rata without either party owing anything further to each other.

## Article 12 Models, designs

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1. Any drawings, models and designs provided and/or prepared by Marko and the data these contain remain the property of Marko, even if their costs have been charged. These may neither be copied in whole or in part nor disclosed to third parties without the express permission of Marko.

## Article 13 Suspension and dissolution

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1. If the client does not fulfil, or does not fulfil properly or on time, any obligation towards Marko under this agreement, or, as the case may be, should there be any serious doubt as to whether the client is able to fulfil its contractual obligations to Marko, Marko is entitled, without formal notice of default, to suspend the agreement with the client, or to dissolve it in whole or in part, without being held to pay any compensation and without prejudice to his further rights under the agreement.
2. Should one of the parties apply for a moratorium or be declared bankrupt, the counterparty is entitled to give written notice that the agreement is dissolved or, at its choosing, to suspend the fulfilment of its obligations under the agreement. All payments due to the party entitled to dissolve then become immediately due and payable. Furthermore, the party concerned retains all its rights concerning the non-compliance with commitments.

## Article 12 Disputes and applicable law

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1. All agreements concluded with Marko are subject solely to the laws of the Netherlands.
2. Any disputes arising from the agreement shall be submitted to the exclusion of any other court, to the competent court in Groningen, the Netherlands.

## Article 13 general terms and conditions

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These general terms and conditions have originally been drafted in the Dutch language and have been translated only for convenience purposes in the English language. In case of a conflict between the text of the translation and the original text in the Dutch language, the Dutch version shall prevail.

*Veendam, June 2010*