

## **GENERAL CONDITIONS OF ME&MATS**

### **1. Definitions**

In these general conditions the below terms have the following meaning:

- a. General conditions: these general conditions.
- b. ME&MATS: the creator of these general conditions. Further to be called ME&MATS.
- c. Client: any natural person or legal entity who will or have engaged a contractual relation with ME&MATS, in any form.
- d. Agreement: the agreement, of which the general conditions are part of, which describes the delivery of product by ME&MATS to the client.
- e. Product: a by ME&MATS offered good, for a financial compensation, like beachsocks.

### **2. Relevance**

2.1. On all offer, orders and contract with ME&MATS, these general conditions are applicable. These general conditions are submitted to the Chamber of Commerce in Amsterdam, the Netherlands with reference number 60442115 and will be send by request free of charge. These general conditions are also available and downloadable on [www.me-mats.com](http://www.me-mats.com)

They also are available in showrooms where ME&MATS product are shown.

2.2. Accepting offers, ordering product or entering into a legal contract with ME&MATS, will automatically mean that these general conditions are accepted.

2.3. Deviation of these general conditions can only be done by writing in mutual consent mentioning specific sections. All other contact of these general conditions will remain the same, and will only apply on the agreed upon orders, offers of contracts.

2.4. Once these general conditions are in place, they will remain in place for future relations, unless specifically mentioned in a written manor.

2.5. If any sections of the general conditions are void, deemed void, or declared inapplicable or their operation in whole or in part, the remaining sections will still be annlicable and all void declared

mutual agreed sections with the same scope of content.

2.6. Any general conditions of clients of ME&MATS are not applicable on ME&MATS and are not accepted with emphasis by ME&MATS and will not be part of any offer, order of contract which ME&MATS will agree upon.

2.7. The general conditions can be electronically changes at any time. The changes will also be applicable on existing agreements. The changes will take effect on a date set by ME&MATS.

2.8. All rights and claims, as stipulated in these general conditions and in future agreements in name of ME&MATS, will also be in effect on agreements made by intermediates or agents appointed by ME&MATS.

2.9. If ME&MATS, during a short of long period of time, un- and/or tacit, accepts changes in these general conditions, will not imply that ME&MATS will not demand a strict compliance of these general conditions. You can never appeal that ME&MATS will be lenient towards these general conditions.

### **OFFERS AND AGREEMENTS**

2.10. All offers will be non-committal, unless stated otherwise in writing. ME&MATS expressly reserves the right to change prices, as stated in article 4. The offers are as accurate as possible and are based on the specifications, colours, sizes, etc., which are supplied by the client. On the order confirmation it is clearly stated what the financial implications and obligations are for the client and what the other rights and obligations are, once the offer is agreed upon. Offers have a validity of two weeks, unless specifically mentioned on the order.

2.11. With the exception of cash payments en pre-payments, orders will not be accepted before ME&MATS has given an approval verbally, by fax, letter, e-mail of other medium, by way of an order confirmation.

2.12. ME&MATS is entitled to refuse orders or create additional stipulations for the respective order.

2.13. The order confirmation will contain all information on which the order will be executed. The

check the confirmation explicitly and will report inaccuracies within five (5) working days. If these reports will not be filed within this term, the client is expressly not entitled to come back on this.

2.14. In offers, orders, order confirmations or agreements have obvious writing mistakes, these will not be binding for ME&MATS. ME&MATS is entitled to changes these errors.

### **3. Quality en colour differences**

3.1. Images, drawings and show models and samples, used on ME&MATS of third party offers, brochures, internet information, showrooms, stands and other similar are non-committal and as accurate as possible, but still are given a general impression and are non-binding for ME&MATS. Small colour and quality differences on delivered models and show model scan occur. The client cannot derive rights in this situation.

### **4. Pricing**

4.1. All prices and price-offers are based on the factory and material prices, etc. which were applicable when the offer was agreed upon in a verbal or written manor.

4.2. If after the date of the offer and/or verbal of written order or order confirmation, the manufacturing, material or other price inflators are effected to and increase, or if these circumstances effect the margins of ME&MATS, even if these changes are foreseeable, ME&MATS is entitled to change her prices, just before or after the final delivery is made, even if the pricing originally was made not without prejudice.

4.3. If the increase of price is more than 25% of its original price, client is entitles to dissolve the order, but only if client send a judicial writing within three (3) working days of the date of the notice of increase. This dissolution will not give client the right for any financial or other compensation.

4.4. If ME&MATS hires a third party for the execution of an agreement, and this third party increases her prices, ME&MATS is entitled to roll over these price increases to the client with immediate effect.

4.5. The by ME&MATS mentioned prices are always mentioned in Euro's unless specifically mentioned differently. and are always exclusive

applicable in the agreement mentioned other cost like transport and administration.

4.6. All direct and indirect cost which are realized by delays in preparation, manufacturing or delivery of product, caused by not sending instructions or announcements by client, are for clients account. De cost offered for such events by ME&MATS are binding for client.

## **5. Changes in or cancellation of an order**

5.1. Changes made by clients on orders after its initial approval of the respective order, must be communicated in a clear and effective way to ME&MATS in a timely manner. This must be done in a written manor. Any cost which are realized by these changes will be charged towards the client.

5.2. Client is liable for any cost made by ME&MATS if client cancels the order. Cost made of the preparation, storage, purchase, but not limited to these, as cost for compensation, 25% of the agreed price, this with ME&MATS losing any rights for full compensation of all damages realized by this cancellation.

5.3. Changes of cancellations of orders are not permitted if products are in transport for delivery.

5.4. Execution of verbal of phone urgent changes on current orders, is for the sole risk of client.

5.5. Changing current orders can lead to changes in the original delivery dates in which case for certain in article 8 mentioned conditions will apply.

6. Outsourcing to third parties

6.1. ME&MATS is entitled to outsource order of clients to third parties partially or as a whole.

## **7. Delivery**

7.1. The delivery shall only be realized if client has fully compliant to all its payment obligations towards ME&MATS.

7.2. The by ME&MATS given delivery dates are always non-committal and will always be perceived as a reference date and not as fatal date. Crossing the delivery date, in any case, does not give the client the right on damages, cancellation of the order, not complying to obligations, which may result out of the agreement, unless this results are caused by

errors by third parties acting on ME&MATS behalf are not part of this.

7.3. Delay in delivery on request of client can only be realized with written approval form ME&MATS, by e-mail. Any costs which may be realized by this delay are for clients account. The offer of cost presented by ME&MATS are binding for client.

7.4. In any case, client is – except if client thinks ME&MATS has exceeded the delivery date – held to a written statement of default to ME&MATS and have given ME&MATS an additional fourteen (14) days to realize delivery.

7.5. By exceeding a delivery date, a cancelation for specialized product for client is never possible. All damages for client due to crossing the delivery date, always applicable, next to text above, also article 13 of the general conditions.

7.6. Place of delivery is stated on the order confirmation. Changes of delivery place will be obligatory communicated at least ten (10) working days before delivery, per e-mail to ME&MATS with a full new address for delivery. The change of delivery address will only be in effect with a full agreement of ME&MATS per e-mail.

All cost made by ME&MATS to realize these changes are for clients account.

7.7. ME&MATS carries the risk of damages or loses during transport of the product. Once client officially receives the product in their or t hird parties warehouse, the risk is carried over to the client. If one or multiple products are missing, client is obliged the cooperate in an investigation. If client does not cooperate, ME&MATS is entitled to relate all cost to client.

## **8. Suspension and termination**

8.1. In case that client:

a. fails, partially fails or does not timely satisfy its obligations, which are stated in the agreement of other contracts with ME&MATS, including financial obligations, or any other obligations with regards to article 5;

b. is effected by a confiscation of product;

c. applies for a bankruptcy itself, or by a third party;

d. applies for a moratorium;

e. stop sits companv or liquidates:

f. is put under reign of administration, if similar;

g. settles payment arrangements without consulting ME&MATS with creditors or third party debts, after the payment term of ME&MATS, client will be put in default and entitles ME&MATS without consulting any legal persons to cancel the order partially or whole by written notice, without ME&MATS becoming liable for any compensation in any form. All rights will remain as is with ME&MATS and ME&MATS will be entitled to claim all products delivered to client of which the deed in article 9 described retention, and keeping the right for full compensation.

8.2. In all cases, as mentioned in article 1, all claims which ME&MATS has or will have towards client are immediately due and payable.

## **9. Retention of title**

9.1. All delivered product will go into retention of client, only if client has fully complied with all obligations of the agreement and especially with regards to the financial obligations towards ME&MATS, which are agreed upon in the agreement which led to the delivery of the products, or any other agreements which have led to delivery of the products, or any receivables by client for any shortcomings on the agreements.

9.2. Until client has fully and properly complied with all its obligations, all products remain property of ME&MATS. The client is not entitled to sell the products or pond products in any manor, of factually empower third parties to the products without written approval from ME&MATS.

9.3. The client is obliged to present the product mentioned in this article in case of payment default even in case of cancelation as mentioned in article 10, and if asked to return the product immediately to ME&MATS.

9.4. The client will also be obliged to give full proxy to ME&MATS to enter client's location and all buildings in which client has product, to inspect the product and in certain cases also return the product.

9.5. In case of this article returned product will be credited by ME&MATS, but only if the product is undamaged and usable for MF&MATS. The price of creditation

customs in the marketplace, and minus all outstanding payment to ME&MATS, and within article 10 mentioned attribution of payment.

### **10. Payment and cost**

10.1. Payment must be made to a by ME&MATS appointed bank account within 30 days after the invoice date, unless other payment terms have been mutually agreed in writing.

10.2. If client has placed its order via a purchase cooperation, payment must be done within 15 days after invoice date to a by the purchase cooperation appointed bank account. Once the payment term has passed, point 1 of this article will become effective, taking the previous 15 days into account.

10.3. The client is not entitled to settle any outstanding invoices with any claims on ME&MATS, nor is the client entitled to seize itself or its entity.

10.4. If client didn't pay within the term set in section 1, client ought to be in legal default and, without a summon of default notice, from the due date till the day the total outstanding amount is paid, client is due interest (equal to trade), and ME&MATS will not lose any of its rights.

10.5. If client does not fulfil its payment obligations, ME&MATS is entitled to immediately cancel the agreement or stall any future deliveries, until client does fulfil its payment obligations in full with interest and additional cost added to the original outstanding amount.

### **11. Cost**

11.1. Beside these general conditions and agreement(s), the client is obliged to pay all (extra) judicial cost for ME&MATS, which need to be made to uphold, cancel or to settle claims due to entered agreements of the client.

11.2. Unabated any further rights or claims, the extrajudicial cost will at least be 15% of the principal amount due, respectively the amount on which ME&MATS claims towards client, of vice versa.

### **12. Warranty discounts and returns.**

12.1. ME&MATS guarantees the soundness and normal requirements of usability of the products supplied and the used materials and decent quality.

12.2. If you are not satisfied with our products, you can contact ME&MATS. ME&MATS will always try to solve these problems in concert with client in the best possible manor.

12.3. If the by ME&MATS delivered products during the in section 7,8 and 10 mentioned period, be made from inadequate or poor-quality, ME&MATS is obliged to deliver a replacement of a similar product, or – by choice of ME&MATS – refund the invoiced amount of the product(s), once the products are returned to ME&MATS.

12.4. Unabated these general conditions dictate on liability, ME&MATS is never held to retrieve or remunerate in any form of indirect damages caused by replaced product by ME&MATS.

12.5. The client can only claim any warranty on these general conditions if and once client has met all outstanding payment towards ME&MATS.

12.6. Every discount as intended in this article, must contain a clear description of the complaint.

Discounts brought to our intention in any other way will not be taken into account.

12.7. For further elaboration of the in section 1 and section 3 determined with regards to visible defects, of defects in quantity, seizures and finishing, discounts can only be approved if these defects are reported in writing within fourteen (14) days after delivery of the products to ME&MATS. The client who exceeds this period will be considered to be completely satisfied with the delivered products without any limitations.

12.8. Taking the determined in section 10 into account, client can report discounts for hidden defects within fourteen (14) days after discovery of these defects.

12.9. Discount do not give the client the right to stall payments of invoices which refer to the relevant products.

12.10. Every claim derived from this article will become expired after three (3) months after the invoice date which related to the delivery of the concerning product on which clients claims a discount, unless specifically agreed otherwise per e-mail or other written manor.

FORCE MAJEURE

12.11. Unabated other deserved rights, ME&MATS is entitled, if force majeure is present, to make its own choice, to suspend the delivery of product, or cancel the agreement without consultation, and to announce this to client in writing, without claiming any damages towards ME&MATS, unless the circumstances are unacceptable in all reasonableness and fairness.

12.12. Within the term force majeure falls every shortcoming which cannot be put under the accountability of ME&MATS, because ME&MATS is not to blame and isn't legally or in normal business practice falling under ME&MATS obligations. For instance strikes, illness of staff, disturbances of transport like strikes and import and export blockades, government rulings, moratorium of payments or bankruptcies or any other unforeseen circumstances, regardless if this happens with ME&MATS of its acting third parties. A shortcoming due to force majeure can lead to discharge of the agreed delivery term and or the whole delivery, without a right to remuneration of damages, cost or interest by client. ME&MATS will immediately warn client if force majeure, as previous described, will happen.

12.13. If force majeure turns out to be definite, both ME&MATS and client can terminate the agreement, partially or whole, via a written statement. Definite force majeure is realized if the duration exceeds four (4) months. ME&MATS nor client can be entitled to a remuneration.

### **13. Liability**

13.1. Barring the common accepted rules of public order in mind, barring the Dutch Civil Code (art. 6:195 BW) with regards to product liability, ME&MATS needs to uphold her obligation to delivery of the product in a satisfactory manor, and bearing in mind the concerning guarantee and discount of the concerning article 12, always is the only and whole compensation and any other form of damages by client are not to relate to ME&MATS.

13.2. ME&MATS is never liable towards client for damages, cost, and interest due to personal accidents. ME&MATS is never liable towards client for damages, cost or

movables, the loss of delivered product, added value due to total or partial becoming of unusable product, both direct and indirect in ownership of the client, concerning damages in any nature, unless client can prove that damages are due to grove negligence of ME&MATS.

13.3. ME&MATS is never liable for damages towards client if these are inflicted and accountable by own staff of client, third parties, in every circumstance and nature on the by ME&MATS delivered product. This also applies for the liability of third parties based on the legal stipulation concerning product liability.

13.4. ME&MATS does not accept any liability for consequential-, or company damages, indirect damages, missed saving and profit- or turnover damages, in any applicable sense, or in any way caused by ME&MATS, unless grove negligence is proven.

13.5. The client will indemnify ME&MATS for all damages cause by every damage claim by third parties, own staff of client, for damages caused by product delivery by ME&MATS, explicitly included claims based on the legal stipulations with regards to product liability. The client will safeguard ME&MATS for every claim of third parties towards ME&MATS.

13.6. In the situation the ME&MATS will be addressed by third parties as mentioned and meant in article 5, ME&MATS will reimburse all cost of the legal and other aid, which ME&MATS has to make with regards to this claim, like prosecuting, negotiating, but not limited to. These cost will be estimated to be at least 15% of the claimed damages, not taking any rights away from ME&MATS and taking the actual cost of ME&MATS for Legal aid by client in mind or the possibility for claim the clients legal cost by client.

13.7. Unabated the previously mentioned, ME&MATS is never liable to client for a higher amount than the total amount of the order or agreement between ME&MATS and client, and only taking the order or agreements in account of which the product were part which created the damages.

13.8. In all cases of which the

client has to indemnify ME&MATS, client is bound to respond to the first request of ME&MATS to indemnify ME&MATS of all legal 13.9. The right to claim compensation will expire for all these stipulations and agreements after three (3) months after the invoiced date.

13.10. If ME&MATS, notwithstanding above mentioned, is liable of any damages, ME&MATS will only accept liability for the liabilities which are covered in the insurance of ME&MATS and till the maximum amount of payment of the insurer.

#### **14. Waiver of right of termination**

14.1. The client explicitly waives his right of termination of to claim the order or agreement as mentioned in Article 6:265 BW due to a shortcoming to comply on ME&MATS behalf, unless force majeure applies as mentioned in article 12 as mentioned in these General Conditions

#### **15. Privacy**

15.1. The Client give ME&MATS permission to register the use of its private information, according to Dutch Law for person registration, which ME&MATS in her normal practice of the company has obtained and for own use of ME&MATS.

15.2. Your personal information are submitted in the client database of ME&MATS, with the intent to inform you on interesting developments of ME&MATS and its products. If you wish not to be included in this database, you can send an e-mail to [info@me-mats.com](mailto:info@me-mats.com). Further use of your personal information is used to execute orders and agreements and risk management. You are entitled to look into your personal information en improve these. These of similar request can be made towards ME&MATS via the above mentioned e-mail address.

#### **16. Applicable Law and Competent Court**

16.1. On all obligations, rights, discounts, orders and agreements of these general conditions and in the application of these general conditions, Dutch law is applicable exclusively.

16.2. All differences with regards to or as result of a with ME&MATS closed order or agreement. or

confirmation, will be exclusively handled by a competent judge in the jurisdiction of Amsterdam, the Netherlands, regardless any foreign legal stipulation with regards to this article.