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GENERAL TERMS AND CONDITIONS

Company: MET-U Interieur V.O.F - Established at Leiden
Filed with the Registry of the District Court The Hague

ARTICLE 1 - GENERAL

1. Where there is mention of "MET-U" in these General Terms and Conditions, this is held to be the general partnership MET-U Interieur V.O.F.
2. Where there is mention of "The Other Party" in these General Terms and Conditions, this is held to be any natural or legal person with whom MET-U desires to enter into agreement, respectively has entered into agreement.
3. The General Terms and Conditions apply to all quotations made by MET-U and to all agreements for provision and/or manufacture of goods and/or rendering of services, also including repair works, as well as all supplies and deliveries of MET-U.
4. Deviations from these General Terms and Conditions shall only be valid if they have been accepted in writing by MET-U.
5. If the Other Party uses general terms and conditions, the present General Terms and Conditions shall prevail to any existing or contemplated contract, unless explicitly agreed otherwise in writing. This shall also apply if The Other Party included such provision in her general terms and conditions as described in the first sentence of this paragraph.

ARTICLE 2 - QUOTATIONS

1. All quotations made by MET-U are without engagement; they will be valid for fourteen days, unless indicated otherwise. All prices quoted are without VAT, unless indicated otherwise.
2. Drawings, descriptions, specifications, models, constructions, schemes and other technical documents form part of this agreement, if and in so far as referred to in the contract.
3. Drawings, descriptions, specifications, models, constructions, schemes and other technical documents which are manufactured by or on the instructions of MET-U, remain the property of MET-U. If the contract is not awarded, these documents must be returned postage paid to MET-U even without a request to that effect.
4. If the contract is not awarded, MET-U is entitled to request reimbursement for all costs actually incurred relating to the quotation.
5. For the purpose of measuring in all surface areas, consisting of layers or strips, the largest length and width sizes are held. Designs, illustrations, drawings, lists of measurements, specimens and models, supplied by MET-U shall be as accurate as possible. Minor differences in execution shall be permissible.
6. Unless otherwise agreed upon in writing, plastering, painting, demolition and carpentry, as well as cleaning activities, shall not be included in the quotation.

ARTICLE 3 – COMMENCEMENT OF THE WORK

1. If need be, the agreement must state the date of commencement of the work and the estimated duration. A strict deadline shall not apply unless stipulated in writing, using the term "strict deadline".
2. When entering into a contract, MET-U is entitled to request an advance payment of at least 30 percent.

ARTICLE 4 – MODELS AND DRAWINGS

1. During execution of any work, it is not permitted to use recommendations, designs and drawings from MET-U, except where there is agreement, or where the work is executed by MET-U. Designs and drawings remain the property of MET-U. The copyright and design rights remain the property of MET-U.
2. Recommendations with regard to implementing or taking necessary measures relating to assignments to be performed by MET-U are without engagement.

ARTICLE 5 - PRICES

1. The prices shall be net in euros, exclusive of VAT.
2. If after the agreement is signed there is any increase in any of the aforementioned price determining factors, beyond the reasonable control of MET-U, such as a rise in material prices, wages, social charges, taxes, transport costs – even if this was already foreseeable at the time of entering into the agreement - MET-U has the right to adjust the price agreed upon accordingly.



ARTICLE 6 – RETENTION OF TITLE

1. The goods delivered by MET-U remain the property of MET-U until The Other Party has fulfilled all obligations arising from all agreements with MET-U, such as: the consideration(s) with regard to the good(s) supplied or to be rendered; the consideration(s) with regard to services rendered or to be rendered by MET-U under the agreement; any claims due to non-compliance of agreements by The Other Party.
2. If The Other Party fails to fulfil its obligations, or there are good reasons to suspect that it will not fulfil its obligations, MET-U shall be entitled to repossess or to have repossessed any goods to which the retention of title referred to in sub 1 from The Other Party or third parties holding the goods for The Other Party. The Other Party is obliged to provide all possible collaboration to this end, on penalty of 10 percent of the amount payable.
3. Should a third party wish to attach or exercise any rights with regard to the goods delivered under retention of title, The Other Party is obliged to inform MET-U thereof as soon as may reasonably be expected.
The Other Party undertakes on the first request of MET-U:
 - To insure or keep insured the goods delivered under retention of title against fire- and water damage and theft, and to submit the policies of such insurance for inspection;
 - To pledge to MET-U all claims of The Other Party or insurers with regard to the goods delivered under retention of title, in the manner prescribed in Article 3:239b BW;
 - To mark the goods under retention to be the property of MET-U;
 - To provide collaboration in other ways with all measures MET-U wishes to take to protect its proprietary rights to the goods.

ARTICLE 7 – REPRESENTATIVES AND COMMITMENTS

1. Orders acquired by agents or other representatives, as well as conditions and stipulations agreed upon with representatives, agents or other intermediaries, are only binding after written confirmation by MET-U.
2. If promises are made by MET-U or its employees at the time the agreement was concluded, in so far as they differ from the stipulations in these general terms and conditions, these promises shall only apply if they have been agreed upon by MET-U in writing.

ARTICLE 8 – SCOPE OF CONTRACT

1. The contract shall include only what has been described in the order confirmation. Slight deviations in fulfilment of the agreement shall be permitted.
2. Any additional or less work shall be settled in all fairness. In general, additional work means: all activities not mentioned in the order confirmation, but required by MET-U or The Other Party.
3. Any such modification as referred to in sub 2, shall be agreed upon in writing. The absence of a written agreement does not rule out any claims of MET-U on The Other Party in respect of settlement. In the absence of such written agreement, the proof of such modification lies with The Other Party.

ARTICLE 9 – FORCE MAJEURE

1. MET-U shall not be liable for non-, incorrect, or late performance due to force majeure in the broadest sense of the term.
2. In this case force majeure shall include:
 - Failures in the company or impediments which might impede the normal execution of the contract, or making it more costly or inconvenient;
 - Strikes, illness or accident of staff in charge of execution of the contract;
 - War, threat of war, riots, natural disasters, fire, blocking of transportation, Government measures impacting the execution of the contract, as well as all other accidental impacts in the company of MET-U or in companies from whom MET-U procures goods, which are related to the present contract;
 - Delayed or incorrect delivery, whatever the cause, of materials, machinery, components of machines ordered timely and in the correct manner.
3. In the event of force majeure, The Other Party will give MET-U the opportunity to still comply with its obligations for a reasonable period of time according to circumstances after the agreed date the contract should have been performed. In the event that the force majeure extends, MET-U is entitled to demand that the order is changed in order to allow it to be fulfilled. In so far as this is not reasonably feasible, parties are entitled to consider the agreement as dissolved, whereby any materials, processed or unprocessed, provided by The Other Party shall be returned to The Other Party. ~~When the order is dissolved, MET-U shall be entitled to demand compensation.~~ The declaration of dissolution shall be done in writing to The Other Party. In the event of dissolution, the other party shall be required to pay any compensation.



ARTICLE 10 - LIABILITY

1. MET-U shall first be liable for non-, untimely or inadequate fulfilment of the agreement, after MET-U has been declared in default in writing, whereby MET-U shall be granted a period of 1 month to still comply with the agreement, before being able to sue MET-U.
2. Furthermore, MET-U shall never be obliged to pay any compensation other than explicitly stipulated in these general terms and conditions. MET-U shall particularly not be liable to pay any direct or indirect damage caused by any act or omission of persons of whose services MET-U makes use; damage caused by any failure in design, or defects or deficiencies in materials provided; damage caused by violation of patents, licences, copyrights, model rights, or any other third party rights, in so far as this is caused on the initiative of The Other Party, including the use of information provided by or on behalf of The Other Party.
3. With regard to materials supplied to MET-U by or on behalf of The Other Party, The Other Party bears the risk for all direct and indirect damages. The Other Party is obliged to safeguard and indemnify MET-U for all costs, damage and interest for which The Other Party and his employees are held liable for such purposes by third parties. This warranty obligation equally applies to all claims of third parties pursuant to the execution of the order by and on behalf of MET-U.

ARTICLE 11 – DELIVERY TIME

1. Delivery time is the period agreed upon, in which the work has to be completed.
2. The delivery time will start at the moment that MET-U sends the order confirmation, and holds all materials and information, whether or not such should be provided by The Other Party or any other third parties.
3. Under no circumstances shall any specified delivery times be deemed to be material deadlines, unless specifically agreed upon otherwise. In the event of untimely delivery, MET-U must be notified in writing of its failure. If, at the time of concluding the agreement, it is explicitly stipulated that execution of the order must be carried out before or on a specific day or hour, and the delivery time is an essential element of the agreement, in the event of exceeding the delivery time, The Other Party has the right to cancel the agreement.

ARTICLE 12 – PAYMENT CONDITIONS

1. In the case of contracts for work on the part of MET-U, unless specifically agreed upon otherwise, the payment conditions shall be 30% of the agreed contract sum at the time of awarding the contract, 30% after supply of materials, 30% immediately after completion, and the remaining 10% one month after completion.
2. Payment must be made nett in cash within 14 days after date of invoice at the offices of MET-U, or by payment into a bank- or giro account to be specified by MET-U.
3. Any appeal on deductions or setoff on the part of The Other Party is never allowed, and is explicitly waived.
4. Deviating payment arrangements shall only be binding when agreed upon in writing;
5. Claims relating to an independent part of a specified invoice never discharge The Other Party from his payment obligations with respect to any other parts of the invoice within the indicated timeframe.
6. The Other Party shall automatically be in default through the mere passing of the payment deadline without any reminder or notice of default.
7. In the event the invoice remained totally or partially unpaid after the above mentioned delivery time, The Other Party owes to MET-U late interest of 1% per month or part of a month.
8. In case of extrajudicial collection, The Other Party shall be held to pay the usual debt collection costs besides the main sum and the interest with a minimum of €50,00. The obligation to pay these costs stems directly from the sole fact of notification of the debtor by a third party debt collector.
9. In case of a legal recovery, including a bankruptcy proceeding, The Other Party remains obliged to pay interest and extrajudicial costs besides the judicial costs, also including the lawyer's costs.

ARTICLE 13 - SUSPENSION

1. Every agreement shall be entered into under the suspensory condition that The Other Party proves to be creditworthy based on information gained by MET-U.
2. When and for as long The Other Party does not pay an unpaid bill, in as far as it is due, MET-U is entitled to suspend performance of its obligations and related execution of the order.
3. To her satisfaction MET-U shall always be entitled to demand guarantee for the fulfilment of the payment obligations.
4. During the above mentioned suspension, The Other Party is not entitled to demand cancellation of the contract on that ground, and any materials and goods provided by MET-U to the Other Party remain at the expense and risk of The Other Party under MET-U.
5. Alleged non-compliance with any obligations from the agreement on the part of MET-U, does not discharge The Other Party of its obligations.



ARTICLE 14 – CANCELLATION AND MODIFICATION

1. Changes or cancellation of an order for any reason requires written permission of MET-U.
2. Additional or reduced costs ensuing from changes in the order, shall be settled, taking into account any work already performed that has proven useless.
3. If The Other Party cancels the agreement unilaterally in a way that is not permitted by the conditions, he will owe compensation for costs incurred and loss of profit.

ARTICE 15 - GUARANTEE

1. Any grievances concerning execution of the work, can be pursued only by The Other Party by way of a notice sent to MET-U by registered mail within 14 days after completion of the work. The notice will have to include a description of the grievances and defects noted.
2. MET-U shall issue a guarantee on products delivered by MET-U to The Other Party, in so far as it relates to deficiencies appearing in normal use, attributable to MET-U, such on the basis of the following system:
 - Within one year after date of invoice: the costs of repair and/or replacement, including cargo, are fully at the expense of MET-U;
 - Within 2 years after date of invoice: the costs of repair and/or replacement, including cargo, are 2/3 at the expense of MET-U;
 - Within 3 years after date of invoice: the costs of repair and/or replacement, including cargo, are 1/3 at the expense of MET-U.
3. If the manufacturer of the goods has provided MET-U a more comprehensive guarantee, this guaranty shall apply to The Other Party. If MET-U decides the grievances are legitimate, MET-U shall either act in conformity with any manufacturer's and/or wholesaler's warranty, or repair the deficiency himself. The Other Party shall at all times offer full assistance.
4. The provided guarantees are only applicable in case the delivered products or the work executed are used in accordance with their intended use. This includes amongst others: no overheating at central or other heating, providing sufficient moisture in the atmosphere, no exposing to extreme cold, excess humidity, high temperatures or severe drought.

ARTICLE 16 – DISPUTES AND APPLICABLE LAW

1. Contrary to the statutory rules for the competence of the civil court, in case the Court is competent, MET-U is entitled to summon The Other Party before the Court in The Hague.
2. Unless otherwise agreed upon, all agreements shall be subject to the laws of The Netherlands.