



GENERAL CONDITIONS

ARTICLE 1. | DEFINITIONS

The following terms are used in these general conditions with the following meaning, insofar nothing else arises from the nature or scope of the provisions.

1. Vree: Vree BV, the user of these general conditions, established at De Meern, registered at the Trade Register under Chamber of Commerce number 76172767.
2. Counterparty: the natural person or legal entity, at least acting in the course of a profession or business, with whom Vree has concluded or intends to conclude an agreement.
3. Agreement: Any agreement concluded between the counterparty and Vree, whereby Vree has committed itself, against a price to be further agreed, to perform work activities, to provide services and/or the delivery of products.
4. Products: all goods to be delivered and/or assembled by or on behalf of Vree in the context of the agreement, including but not limited to construction furniture, lighting, wall and ceiling covering, all this in the broadest sense of the word.
5. Written: both traditional written communication as digital communication to be stored on a durable data carrier such as e-mail communication.

ARTICLE 2. | GENERAL PROVISIONS

1. These general conditions apply on any offer of Vree and any concluded agreement.
2. These general conditions also apply on agreements for which third parties are engaged for the performance.
3. The applicability of the general or other terms and conditions of the counterparty are explicitly rejected.
4. The provisions in these general conditions can only be waived in writing. If and insofar that what parties have explicitly agreed in writing differs from the provisions in these general conditions, that what parties have explicitly agreed in writing applies.
5. If one or more of these provisions are void or annulled, the validity of the remaining stipulations is not affected. In an occurring case the parties are obliged to have a mutual consultation in order to come up with an alternative provision regarding the affected stipulation. The objective and the scope of the original provision will be considered with this as much as possible.

ARTICLE 3. | OFFER AND CONCLUSION OF THE AGREEMENT

1. Any offer of Vree is without any obligations, unless it states an acceptance period.
2. Apparent errors and mistakes in the offer of Vree will not bind them.
3. The counterparty cannot derive any rights from an offer of Vree that is based on incorrect or incomplete information provided by the counterparty.
4. The agreement is concluded by offer and acceptance. If the acceptance of the counterparty differs from the offer of Vree, the agreement is not concluded conform this deviating acceptance, unless Vree indicates otherwise.
A product order through the webshop of Vree is confirmed by Vree electronically after it has been placed, at which moment the purchase agreement is concluded.
5. A combined quotation does not oblige Vree to comply with a part of the offer against a proportional part of the specified price.
6. If the counterparty concludes the agreement on behalf of another natural person or legal entity, he declares to be authorised thereto by concluding the agreement. In addition to this person/legal entity, the counterparty is jointly and severally liable for all obligations arising from this agreement.

ARTICLE 4. | THIRD PARTIES AND TERMS

1. Vree always has the right to have the agreement completely or partially performed by third parties. The applicability of the article 7:404 and 7:407 paragraph 2 of the Civil Code is excluded.
2. If and insofar Vree is involved in agreements concluded between the counterparty and third parties in the context of its business operations, Vree is not a party with these agreements and Vree does not accept any liability for damage related to shortcomings attributable to these third parties.
3. All mentioned performance and delivery/completion terms are always indicative, no deadlines. Vree will only be in default after the counterparty has given a written notice of default to Vree, in which notice a reasonable period is mentioned in which Vree can still comply with the agreement and if they fail to comply after the latter period has expired.
4. Performance and delivery/completion terms will only start after Vree has received all data from the counterparty that is necessary for the delivery/completion or performance of the agreement.

ARTICLE 5. | WORK ACTIVITIES AND SERVICES: OBLIGATIONS OF THE COUNTERPARTY

1. If and insofar this is required for a proper setup and/or performance of the agreement, the counterparty, whether or not at the request of Vree, is always obliged, as soon as is required for the performance of the agreement, to provide all information to Vree that is relevant thereto, in the way prescribed by Vree. Furthermore, the counterparty must always give Vree all cooperation that is required for the performance of the agreement. Vree is never liable for damage caused by incorrect or incomplete data provided by the counterparty.
2. The counterparty is obliged to inform Vree as soon as possible of all facts and circumstances that may or may not be disclosed after the agreement has been concluded and of which it is reasonably known that these facts or circumstances affect the timely and/or proper

ARTICLE 6. | CANCELLATION OF AGREEMENTS

1. In case of complete or partial cancellation of services or work activities, the counterparty must inform Vree of this in writing and he is obliged to compensate all reasonable made or still to be made costs in view of the agreement, supplemented by the fee of Vree in proportion to the already performed part of the agreement, all this without prejudice to the right of Vree to claim compensation due to loss of profit, as well as all other damage arising from the cancellation.
2. Insofar the agreement provides in the purchase of goods, the counterparty still owes the total agreed purchase price with cancellation of the order.

ARTICLE 7. | SALE OF PRODUCTS

1. Unless explicitly agreed otherwise, or the products with the performance of the work activities are brought by or on behalf of Vree, the delivery of the ordered products takes place through delivery thereof at the delivery address specified by the counterparty. In the absence of a delivery address the invoice address is marked as delivery address.
2. Unless explicitly agreed otherwise, Vree determines the way of transport and the packaging of the products.
3. The risk of loss and damage of the products transfers to the counterparty, unless otherwise arises from an explicitly agreed delivery condition, at the moment that the products have been received by the counterparty or by a third party appointed by him.
4. The counterparty is obliged to take the purchase products at the moment that these are available to him or delivered to him. If the counterparty refuses the purchase for whatever reason or fails to provide the information or instructions, necessary for the delivery, the products will be stored for the account and risk of the counterparty after Vree has warned him about this. In that case the counterparty owes, in addition to the purchase price, reasonable costs for storage and transport of the products.
5. The delivery time stated by Vree is purely indicative. Delays in delivery may not under any circumstances give rise to any compensation or cancellation of the order.
6. Vree is allowed to deliver orders in parts. If the orders are delivered in parts, Vree has the right to separately invoice every part.
7. Mentioned, showed and/or agreed features of products, whether or not produced or processed conform the specification of the counterparty, can deviate at minor points from what has actually been delivered. Minor points include all slight deviations in features of the goods which are not reasonably offensive for the counterparty and should be reasonably accepted by him, such as deviations in colours, designs and dimensions. The presence of a minor deviation does not offer the counterparty any reason to suspend his obligations from the agreement, to completely or partially dissolve the agreement, or to claim damage compensation or any other compensation.



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ARTICLE 8. | TEST PLACEMENTS

1. If so desired by the counterparty, a test placement can be placed subject to the conditions below.
2. A test placement is understood to mean delivery of the Products on approval, in a room to be made available by the counterparty with the objective of visualizing the workplace or construction which the counterparty is interested in.
3. Vree shall be entitled to charge the counterparty a percentage of the catalogue value of the relevant Products.
4. In the event that the counterparty wishes to keep the Products, they shall be charged by Vree accordingly, after deduction of the payment received by virtue of paragraph 3 from the amount owed for the Products.
5. With regard to the test placement the counterparty is liable for the use, damage, theft or loss of the Products up to catalogue value of the relevant Products.

ARTICLE 9. | ADJUSTMENT OF THE AGREEMENT AND ADDITIONAL WORK

1. If it appears, after the agreement has been concluded, that it is necessary for a proper completion to adjust or complement the agreement, parties will proceed to adjust the agreement on time and in mutual consultation. If the nature, scope or content of the agreement is changed in terms of quality and/or quantity, this can have consequences for that what was originally agreed. Therefore, the original agreed price can be increased or reduced. Vree will provide a quotation for this in advance as much as possible.
2. In case of additions or adjustments in the agreements requested by the counterparty, the additional costs related to this will be for the account of the counterparty. Vree will inform the counterparty on time about the necessity to charge the aforementioned costs, unless the counterparty should have understood the necessity himself.
3. By adjusting the agreement the originally specified delivery term can change. The counterparty accepts the possibility of adjustment of the agreement, including the adjustment in price and performance term. If the agreement is adjusted or complemented, Vree has the right only to perform this after the counterparty has agreed to the adjusted price and other conditions, including the time when the agreement will be performed. Not or not immediately performing an adjusted agreement does not mean a shortcoming of Vree and is no reason for the counterparty to dissolve the agreement.
4. If cost-increasing circumstances occur or emerge after the agreement has been concluded, which can be attributed to the counterparty based on providing incorrect data, the additional costs are for his account, unless Vree should have noticed the incorrectness of the data provided by the counterparty before determining the price. Vree will inform the counterparty on time about the necessity to charge these costs as meant here.
5. Without being in default, Vree can refuse a request to adjust the agreement if compliance with the adjusted agreement cannot reasonably be requested from them.
6. Agreements that extend to additional work are made in consultation, subject to the provisions in this article, and will be recorded in writing as much as possible.

ARTICLE 10. | INVESTIGATION AND RECLAMATIONS

1. With the delivery of products the counterparty is obliged to immediately check if the nature and the quantities of the products comply with the agreement.
2. If, by the opinion of the counterparty, the delivered goods do not comply with the agreement, he must immediately report this to Vree.
3. If a defect could reasonably not be visible upon delivery/completion, the counterparty must report this to Vree in writing within seven days after the defect was discovered, or could reasonably have been discovered.
4. If the counterparty does not make reclamations on time, no obligations for Vree will arise from such a reclamation.
5. Even if the counterparty makes reclamations on time, the payment obligation of the counterparty and further compliance with the agreement remains to exist.
6. Products can only be returned to Vree after prior written approval. Products are returned for the account of the counterparty.

ARTICLE 11. | WARRANTY

1. The counterparty is only entitled to the possible explicitly agreed warranty and/or factory warranty provided by the manufacturer of the products.
2. Any provided warranty expires in any case if a defect is the result of an external cause or otherwise cannot be attributed to Vree or its suppliers. Including but not limited to, defects due to damage, incorrect or improper use and use in breach with the use instructions or other instructions from or due to Vree.
3. To validate his claim for warranty, the counterparty must submit a reclamation to Vree in this respect within the period as meant in article 10.3.
4. Paragraph 6 of the previous article equally applies on the possible warranty claims of the counterparty.
5. The provisions in this article does not affect the possible explicitly stipulated warranty conditions.

ARTICLE 12. | FORCE MAJEURE

1. Vree has the right to suspend the performance of the agreement if and insofar it is hindered to (further) perform the agreement as a result of force majeure, without the counterparty being entitled to any form of damage compensation. Vree will report the force majeure situation to the counterparty as soon as possible.
2. Force majeure includes any circumstance that cannot be attributed to Vree by law, a legal action or prevailing opinions, such as strike, occupation, blockade, sickness of personnel, failure of transporters or other third parties on whom Vree depends, failure of communication tools such as telephone and internet, natural disasters, bad weather, lightning, flood or fire.
3. If it is permanently impossible to comply with the agreement due to the force majeure situation, the parties have the right to dissolve the agreement for that part to which the force majeure is related, without any party being entitled to any form of damage compensation.
4. For already provided performances or any performances still to be provided, the counterparty, also in case of force majeure, owes the agreed price, unless no independent value belongs to these performances.

ARTICLE 13. | SUSPENSION AND DISSOLUTION

1. Vree is, if the circumstances justify this, authorised to suspend the performance of the agreement or to completely or partially dissolve the agreement with immediate effect, if and insofar the counterparty does not, not fully, not on time comply with his obligations from the agreement, or if Vree has become aware of circumstances, after the agreement has been concluded, that are a good reason to fear that the counterparty will not comply with his obligations.
2. If the counterparty is declared bankrupt, his goods have been seized or he cannot otherwise freely dispose of his assets, Vree has the right to dissolve the agreement with immediate effect, unless the counterparty has provided sufficient security for the payment(s).
3. Furthermore, Vree has the right to dissolve the agreement if and insofar circumstances occur which are of such nature that compliance with the agreement is impossible or unchanged conservation thereof cannot reasonably be requested from them.
4. The counterparty is never entitled to any form of damage compensation related to the suspension or dissolution right executed by Vree based on this article.
5. Insofar it can be attributed to him, the counterparty is obliged to compensate the damage that Vree suffers as a result of the suspension or dissolution of the agreement.
6. If Vree dissolve the agreement based on this article, all claims on the counterparty are immediately payable.

ARTICLE 14. | PRICES AND PAYMENTS

1. Unless explicitly stated otherwise, all prices mentioned by Vree are exclusive VAT and, in case of delivery of goods, the possible delivery costs thereof.
2. If increases occur in VAT rates or other government charges after the agreement has been concluded, Vree has the right to adjust the agreed prices accordingly.
3. Vree has the right to charge price increases of cost factors, that occur after the agreement has been concluded, though before the completion thereof, to the counterparty.
4. Vree always has the right to demand full or partial prepayment of the agreed price. Vree is only obliged to (further) perform the agreement after the relevant prepayment has been fully paid.
5. Payments must be made within the term mentioned on the invoice, in the way prescribed by Vree.
6. In case of late payment the counterparty is legally in default. From the day that the counterparty is in default, the counterparty owes 1% per month over the outstanding amount, whereby a part of a month is marked as a full month.
7. All reasonable costs, such as legal, extrajudicial as execution costs, made to obtain the amounts owed by the counterparty, are for his account.



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ARTICLE 15. | LIABILITY AND INDEMNIFICATION

- Without prejudice to the provision in the remainder of these general conditions, Vree is never liable for damage related to or caused by:
 - Incorrect or incomplete data provided by the counterparty;
 - A defect to a good of the counterparty on which work activities are performed, unless Vree was aware of this defect;
 - Any other failure in the compliance with the obligations of the counterparty that arise from the law, the agreement of these general conditions.
 - Any other circumstance that cannot be attributed to Vree.
- Advices are prepared and provided to best insight and ability, though do not offer the counterparty any guarantee that these advices can be followed unconditionally. The counterparty is responsible for his actions and negligence or that of a third party as a result of advice provided by Vree. Any liability of Vree in this respect, except for intent and conscious recklessness on its side, is excluded.
- The counterparty cannot derive any rights from free advice or advice obtained via online tools of Vree.
- Without prejudice to the provision in the remainder of these general conditions, Vree is only liable for repairable shortcomings after the counterparty has given Vree the opportunity to repair this damage, in absence thereof Vree is not liable for anything in this respect.
- Furthermore, Vree is not liable for damage for which the manufacturer of the products bears the damage under the legal regulation of the product liability.
- Vree is never liable for indirect damage, including suffered loss, loss of profit and damage due to company stagnation. If despite the provisions in these general conditions Vree is liable, Vree can only be held liable for direct damage. Direct damage only includes:
 - The reasonable costs to determine the cause and scope of the damage, insofar the determination is related to the damage that in the sense of these general conditions qualifies for compensation;
 - The possible reasonable costs made to ensure that the poor performance of Vree complies with the agreement, insofar this can be attributed to Vree;
 - Reasonable costs, made to prevent or limit the damage, insofar the counterparty demonstrates that these costs have led to limitation of the damage that in the sense of these general conditions qualifies for compensation.
- Without prejudice to the provisions in the remainder of these general conditions, the liability of Vree is always limited to the invoice value of the agreement, at least that part of the agreement to which the liability of Vree is related, with the understanding that the liability of Vree will never be more than the amount that in the relevant case, based on a liability insurance taken out by Vree, is actually paid, increased with the possible excess risk of Vree that is applicable according to this insurance.
- The expiry period of all claims and defences towards Vree is one year.
- Except in case of intent or conscious recklessness of Vree, the counterparty will indemnify Vree of all claims of third parties, for whatever reason, regarding damage compensation, interest costs, related to the performance of the agreement by or on behalf of Vree, as well as the use of products delivered by Vree.

ARTICLE 16. | RETENTION OF PROPERTY

- All products sold or delivered by Vree remain their property till the counterparty has correctly complied with all his obligations from the agreement.
- The counterparty is not allowed to sell, pledge or otherwise encumber the products that are delivered under retention of property.
- If third parties seize the products delivered under retention of property or want to establish or claim rights thereon, the counterparty is obliged to inform Vree about this as soon as possible.
- The counterparty is obliged to insure the products delivered under retention of property and to keep these insured against fire and water damage, as well as against theft.
- The counterparty grants unconditional permission to Vree or third parties appoint by Vree to access all these places where the products are located that have been delivered under retention of property. In case the counterparty is in default Vree has the right the take these products back. All reasonable costs related to this are for the account of the counterparty.
- When the counterparty, after the sold products have been delivered to him by Vree, has met his obligations, the property retention regarding these products revives if the counterparty does not comply with his obligations from a later concluded agreement.

ARTICLE 17. | INTELLECTUAL PROPERTY

- Vree, or its licensors, reserve all rights of intellectual property for the documents and other information produced by them and provided to the counterparty, including advice, reports and working methods.
- The counterparty is not allowed to reproduce, multiply, publish or otherwise provide to third parties the goods meant in paragraph 1 without the prior written approval of Vree, insofar nothing else compelling arises from the nature or scope of the agreement.

ARTICLE 18. | FINAL PROVISIONS

- Any agreement and all legal relationships arising thereof between parties are exclusively subject to Dutch law.
- Before appealing to the court parties are obliged to do their utmost to settle the dispute in mutual consultation.
- Only the authorised court within the jurisdiction of the place of establishment of Vree is appointed to take note of legal disputes.
- The Dutch version of these provisions are always decisive for the explanation thereof.