



## 1 Validity and Announcement

- 1.1 The general delivery, sales and payment terms apply to all offers of Displaying You - hereafter referred to as DY - and to all agreements with DY, all sales and resulting deliveries and/or transactions of services performed by DY.
- 1.2 The general conditions of the sellers are not applicable and will be refused explicitly.
- 1.3 The terms are announced on the basis of an offer (or special offer) or agreement, which will include a copy of these terms.
- 1.4 Unless agreed otherwise, the conditions announced in this article in paragraph 3 are considered to be accepted by the buyer.

## 2 Special offers and Tenders

- 2.1 All special offers of DY are on a voluntary basis, even if they have a validity period. Orders placed following oral or written agreements will be confirmed in writing (with a letter or email) and DY will only be legally committed after the written confirmation. The buyer is entitled to object within two workdays after the receipt of the confirmation. After this time period, the delivery will be considered to be a faithful and complete development of the agreement.
- 2.2 Offers and commitments by DY representatives are only binding insofar they were confirmed in writing by DY.
- 2.3 Information in printed material supplied by DY can be changed by DY without prior notice.

## 3 Prices

- 3.1 The price a buyer has to pay for the work performed and/or goods delivered by DY will be agreed between parties before the work is performed or before the goods are delivered.
- 3.2 Unless agreed otherwise, the prices are in Euro and do not include VAT or other levies.
- 3.3 The offers mentioned by DY are based on the monetary relationships of national and international currencies, labor costs, purchase prices, import duties, taxes and other levies and subsidies that apply at the time of the offer date. When one of the cost price components increases after the confirmation of the offer, but before the delivery of the products, DY is entitled to charge the reasonable increase to the buyer.
- 3.4 If DY and the buyer agree on a price in a foreign currency, the conversion rate to the Euro on the day of the delivery shall apply.

## 4 Delivery

- 4.1 The delivery will take place directly from the DY factory (Ex works) in compliance with the ICC Incoterms 2010.
- 4.2 Deliveries with a net value exceeding 3,000 Euro will be sent postage paid within The Netherlands, notwithstanding the stipulations in paragraph 1 of this article.
- 4.3 Delivery terms are determined per transaction. The delivery period starts at the moment that the agreement was concluded in compliance with article 2 and after the buyer submitted all documents, information, permits, etc. required to perform the agreement to DY, and after a possible payment security was received from the buyer, possibly in the form of an opened letter of credit.
- 4.4 DY retains the right to deliver in parts. Every partial delivery is considered to be a separate agreement of which the (alleged) (non-) fulfillment by DY will not have any impact on the total agreement.
- 4.5 The delivery period is based on the circumstances at the time of the conclusion of the agreement. If there is a delay following a change in the circumstances or if goods required for the performance of the agreement that were ordered in a timely manner are not available on time, the delivery period will be extended, taking into account all circumstances, with a reasonable time period.
- 4.6 The delivery period will never be considered to be a firm date, unless explicitly agreed otherwise. If the delivery term is exceeded, the buyer shall make a formal written demand to DY, in which DY is granted a reasonable extension of at least 14 days. If this time period is exceeded, the buyer is entitled to dissolve the agreement without legal intervention insofar the delivery was not yet made, without DY being liable for damages.
- 4.7 The buyer cannot use the argument that the delivered goods are not in compliance with the agreement if the buyer did not inform DY in writing within a reasonable time period after buyer discovered this or reasonably should have discovered it.

## 5 Transport

- 5.1 If the mentioned price includes transport, DY cannot be held liable for loss or damage during transport, unless this would be the case following the delivery condition of the agreement (Incoterms 2010). Products can be insured during transport at the timely, written request (at least 48 hours beforehand) of the buyer and at their own cost.
- 5.2 If the buyer requests to ship the goods or have them shipped to an address of their choosing, the transport will be for the account and risk of the buyer.
- 5.3 The shipping method is in principle determined by DY unless the buyer announces in a timely manner how they want the shipping to be performed.

## 6 (Non-) Payment

- 6.1 Unless agreed otherwise, a payment term of 14 days after the invoice date applies. Payments shall be in Euro, without deduction or settlement and without suspension due to alleged or actual shortcoming of DY.
- 6.2 If payment is agreed on the basis of a letter of credit, it shall be a confirmed and revocable letter of credit on behalf of DY. Confirmation shall take place through a Dutch bank. The letter of credit shall be subject to the "Uniform Customs and Practice 600", ICC publication no. 400.
- 6.3 If payment is late, buyer is considered to be defaulting without any notice or legal intervention, and buyer will be charged 1% interest on the amount owed per month or part of a month and on all costs resulting from the collection. DY will also have the right, without prejudice to the rights it is entitled to, legally or as a result of the agreement, if payment is late, at its own discretion, to suspend further delivery, or to consider the agreement to be dissolved without any legal intervention.
- 6.4 The complete purchase sum will at any rate be claimable in the event of non-payment on an agreed payment term or a set date, or when the buyer goes bankrupt, they are given automatic stay, or when they are placed under receivership, when their goods are seized, or in the event of their death to the extent the buyer is a natural person, or at any rate in the event of liquidation or dissolution of the buyer's company.
- 6.5 In the event of non-payment, the buyer shall always be obligated to compensate all reasonable legal and extralegal collection costs, including the costs of collection agencies, as well as the actual costs accrued and the wages of the process servers and lawyers, even when they exceed the legally allocated procedure costs. The extralegal costs are set at 15% of the amount to be claimed, with a minimum of 250 Euro plus VAT.
- 6.6 DY is entitled to request a maximum of 50% of the total price in the event of advance payment when DY is of the opinion that this is preferable or necessary. DY will only start the work after the invoiced advance has been paid.
- 6.7 Set-off is never allowed.
- 6.8 The buyer shall always be responsible for the payment to DY, even when the buyer assumed that a third party would pay DY at the time the order was provided and the third party would not pay DY for any reason.

## 7 Security

- DY is entitled to insist on sufficient security for the fulfillment of payment obligations, or advance payment of the buyer before the delivery.

## 8 Retention of Title

- 8.1 If the delivery took place before the full amount stipulated in the agreement was paid, the delivered products shall remain the property of DY until all costs regarding the delivery of the products, collection fees and interest included with the delivery have been paid in full.
- 8.2 The buyer is not entitled to transfer the ownership of the products, possibly processed, for the purpose of security or not, before they become owner of the product. The buyer is nonetheless authorized to sell the products in the normal course of their business. Buyer will always provide their cooperation in order to effect DY's ownership right.
- 8.3 Designs, drawings, technical descriptions, etc. provided by DY to the buyer in relation to the agreement, before or after the agreement was concluded, shall remain the exclusive property of DY, even when fees were charged. The buyer cannot use, copy, reproduce, transfer them or inform others about them without permission.

## 9 Industrial and Intellectual Property

- 9.1 DY expressly retains all rights it has in relation to industrial and intellectual property regarding to goods it delivered.
- 9.2 The buyer is not entitled to alter delivered products completely or partially or equip them with another brand name without explicit written permission.

## 10 Complaints

- 10.1 Complaints regarding declared amounts shall be submitted by the buyer to DY by registered mail within 8 days after delivery by DY. If no such registered mail is delivered, the buyer is considered to have accepted the product unconditionally.
- 10.2 Complaints regarding amounts or capacities of products shall be received by DY within 2 workdays after the receipt of the products per registered mail, otherwise the buyer will lose any claim.
- 10.3 Complaints that were made in any other manner to intermediaries, resellers, representatives, etc. have no value and will have no effect.
- 10.4 Complaints do not suspend the payment obligations, not even with regard to the return shipment approved by DY.
- 10.5 Complaints will not be treated when third parties changed something in the product without prior knowledge of DY.
- 10.6 In the event of a complaint, the buyer shall allow an independent expert to inspect the products, who will be appointed by both parties together. In the event of a legitimate complaint, the inspection costs shall be paid by DY. In the event of an illegitimate complaint, the costs shall be paid by the buyer.

## 11 Guarantee

- If and to the extent that products are not in compliance with the agreed quality requirements, DY shall, at their own discretion, replace the products by products of the same type and quantity, or take back the products to the degree of the incorrect delivery and credit the buyer for the sales price, under the proviso that the buyer submitted the complaint in compliance with article 10 without being held liable for any other damages.

## 12 Liability

- 12.1 DY shall only be liable to the buyer for damage as a result of a shortcoming that can be attributed to DY in the performance of the agreement and/or a wrongful act, if it is covered by its liability insurance and to the extent the insurer pays out.
- 12.2 Apart from the cases in paragraph 1, liability will always be limited to the amount that was charged for the performance that caused the damage or if relates to a continuing performance agreement until the invoice amount over a period of maximum six months. The damages in this paragraph will never exceed 12,000 Euro.
- 12.3 DY will never be liable for damage resulting from:
  - Inaccuracies in offers and order confirmations;
  - Loss, damage and/or theft of data and/or information;
  - Every shortcoming of the buyer in the fulfillment of their obligations including not submitting the information required to perform the work on time.
- 12.4 If the circumstances mentioned in paragraph 3 result into claims of third parties from DY, the buyer shall indemnify DY.
- 12.5 DY will never be liable for consequential damage.
- 12.6 DY will not be held liable if the buyer has the option to recover the damage in this regard from a third party or their insurance company.
- 12.7 DY's liability for property damage and/or damage due to death or physical injuries caused by a fault in the product that DY did not manufacture, is excluded.
- 12.8 The buyer shall indemnify DY for the damages mentioned in article 12, paragraph 7.
- 12.9 During the hand-over of a stand or other set-up for an event (in the broadest sense of the term), any comments or complaints must then be appointed. If no hand-over takes place, it must be done before the event, so DY can take the necessary steps to resolve any problems. DY cannot be held liable for subsequent complaints.
- 12.10 The buyer who rents goods from DY is responsible for the goods entrusted to him from the time of hand-over (if this takes place) or from the start of the event (in the broadest sense of the term) until the end of the event. The buyer must compensate DY in full for damaged, lost or stolen goods.
- 12.11 Buyer's goods and deliveries located at DY's business premises remain at the buyer's risk and are not insured against a.o. theft, vandalism, fire- and water damage. Unless otherwise agreed.

## 13 Force Majeure

- 13.1 DY's obligations will be suspended in the event of force majeure. If the period, in which DY cannot fulfill its obligations as a result of force majeure, lasts longer than two months, both parties are entitled to dissolve the agreement without legal intervention, and without there being a compensation obligation.
- 13.2 If DY at the start of the force majeure already partially met its obligations or can only partially meet its obligations, it is entitled to invoice the delivered, in this case deliverable part, separately and buyer shall pay the invoice as if it were a separate contract.
- 13.3 Force majeure in these general conditions, apart from what is included legally and in case law, relates to all external causes, foreseen or not foreseen, DY cannot have any influence on, or that render DY unable to meet its obligations. This includes, among others, terror threats, (labor) strikes, illness of employees, natural disasters, fire, theft, government measures, cybercrime, power outage, telecommunications disruption, import- and export restrictions, transport disruptions, as well as shortcomings with its suppliers, the previous in DY and with its subcontractors, or other circumstances, that make normal company operations impossible in The Netherlands and in the country of origin and/or transit of the materials and/or commodities.
- 13.4 DY will also be entitled to invoke on force majeure if the accountable circumstances that impede with its commitment come into effect after it had to fulfill its obligations.

## 14 Service

- 14.1 Our technicians can provide services to make our offer operational if requested and on a time and expense basis.
- 14.2 Service fees are not included, unless offered in our offer.

## 15 Cancellation

- 15.1 Clients can only cancel an order, except for the stipulations in 15.2, if the buyer pays the costs in relation to the work that has already been performed, even when the work is of a preparatory nature, and the buyer compensates beforehand determined 'other damages' of 25% of the goods that are to be delivered by us in relation to the order amount.
- 15.2 Orders for goods that are not standard or that were tailor-made can never be canceled.

## 16 Intermediary Dissolution

- 16.1 DY is entitled to end the agreement in the interim if:
  - the buyer defaults, or does not fulfill any other (payment) obligation toward DY;
  - the buyer becomes bankrupt, has suspended payments, the Dutch Natural Persons Debt Rescheduling Act is applied, goods are seized or the buyer has gone into liquidation, or lost control over their assets or part of them.
- 16.2 In the event of a termination as in paragraph 1 of this article, the buyer shall be liable for all costs that were already accrued by DY and the buyer shall compensate them.

## 17 Assembly and Renting

- Assembly and renting are done on the basis of the present conditions, unless agreed otherwise in writing.

## 18 Contradiction with Legal Provisions

- Should a stipulation in these General Conditions not apply or contradict the public order or the law, the stipulation in question will be considered as not to have been written. The other General Conditions will remain in full effect.

## 19 Applicable Law

- Dutch law shall always apply to the relation between the buyer and DY, even when a commitment is fulfilled completely or partially abroad or if the parties involved in the legal relationship are established there. The United Nations Convention on Contracts for the International Sale of Goods is excluded, as well as any other international regulation of which exclusion is permitted.

## 20 Dispute Settlement

- Disputes between buyer and DY that do not fall under the competence of the district judge shall be settled by the competent judge in the district of Roermond. This stipulation is exclusively for DY.

## 21 Complaints

- 21.1 A complaint about the delivered goods may be treated if a clear and complete description was submitted in writing to DY within 7 calendar days after delivery.
- 21.2 The submission does not suspend the buyer from their payment obligations.
- 21.3 A complaint about a delivered good that does meet the requirements but is not suitable for the goal for which the buyer aims to use it for is not accepted.

## 22 Annulment or Nullification of (part of) the Conditions

- 22.1 Annulment or nullification of one or any stipulation of these conditions or any stipulation in an agreement between DY and the buyer does not interfere with the other stipulations of these conditions or agreement.
- 22.2 In the event of annulment or nullification as in the first paragraph, DY and the buyer will agree on another arrangement that approaches the stipulation as good as possible.