

General terms and conditions of sale and delivery

upholstery & curtain

March 2012

These general conditions apply to all our agreements. By placing an order the buyer accepts these conditions for both the agreement concerned and for future agreements. These conditions can only be departed from subject to written agreement. The Dutch text of these conditions prevails. The general conditions of the buyer are explicitly refused.

If the buyer places an order, the agreement first originates after our written acceptance or with the start of the execution of the order. In the case of an order confirmation in writing on our part this only establishes the content of the agreement. Displayed or supplied samples are only indicative without the goods being required to be identical. Slight variations in quality, colour, pattern or pattern size and finish do not apply as defects. In the case of a fault this is indicated on the side of the material by a sticker. A white sticker indicates 10 centimetres, a yellow sticker means 20 centimetres and 2 yellow stickers indicate the distance over which a fault is found. Delivery takes place based on gross yardage, whereby the net yardage is charged.

The buyer must inspect the goods on delivery (so before processing). Observed defects must be reported to us within seven days of delivery in writing. If the delivery is not in compliance with the agreement, at our discretion we will supply missing goods, repair the supplied goods or replace them.

The prices specified in quotations and order confirmations are indicative. Any price changes will be reported in writing to the buyer. In the case of price changes the buyer may cancel the order within one week of the date of notification of the price change. All prices are ex-works and excluding VAT.

Delivery takes place FCA in accordance with Incoterms 2010. Each delivery is separately invoiced. All delivery periods are indicative. Overrunning a delivery period gives the buyer no entitlement to compensation. If in the case of exceeding a delivery period the delivery is not made within four weeks after written notice of default, the buyer may cancel the order. The buyer is bound to accept deliveries at all times. With refusal of acceptance no storage obligation originates on our part. If reasonable compliance with an agreement is wholly or partly impossible for us as a result of external or internal circumstances beyond our control, either temporary or permanent, we have the right to dissolve the agreement.

Our invoices must be paid within 30 days of the invoice date without set-off, discount and/or suspension. In the case of late payment all payment obligations of the buyer become immediately due and payable, and the buyer becomes owing interest payable at the deposit interest rate of the European Central Bank plus 6.25%. Extrajudicial collection costs are charged to the buyer in conformity with the collection rate of the Nederlandsche Orde van Advocaten.

Regardless of the basis of the liability, with our failure to execute the agreement, with late execution or unreasonable compliance with an agreement, we can only be held liable for direct damage and never for loss of profit or indirect damage. Liability remains limited to the contractual price. Under no circumstances can we be held liable for damage that is the consequence of natural wear or improper or incorrect treatment or use. This also applies for use for another purpose than for which the goods were developed or sold.

The copyright as well as all other intellectual property rights concerning supplied goods are explicitly reserved unless explicitly agreed otherwise. Use of Vescom's intellectual property rights (including its business name) is solely permitted under an agreement concluded between Vescom and the buyer. The buyer is only allowed to sell and advertise the products in the agreed way.

Dutch law is applicable to the agreements concluded with the buyer. The applicability of the Vienna Sales Convention is excluded. Any disputes resulting from agreements concluded with the buyer will in the first instance be brought before the authorized law court in 's-Hertogenbosch, the Netherlands. We can at any time agree that the applicable law and jurisdiction clause may be departed from for the benefit of the buyer. Such a departure does no prejudice to the validity of all other provisions in these conditions.