

**Signnovation International Dinxperlo B.V.**

with its registered office and principal place of business at Dinxperlo, the Netherlands.

**Article 1: Applicability.**

- 1.1 These terms and conditions apply to every offer and every agreement between Signnovation International Dinxperlo B.V., hereinafter referred to as Signnovation International Dinxperlo B.V. on the one part and the other party / Buyer on the other part. Signnovation International Dinxperlo B.V. will provide its long-standing customers with these terms and conditions of delivery and will refer to the fact that these conditions apply.
- 1.2 In the event of any conflict between these conditions and the conditions of any client and/or third party, Signnovation International Dinxperlo B.V.'s conditions shall prevail.

**Article 2: The offer.**

- 2.1 Any offer from Signnovation International Dinxperlo B.V. is non-exclusive; it will be valid for a period of 2 months, unless explicitly stated otherwise.
- 2.2 The information contained in offers, price lists and other documentation such as pictures, drawings, calculations, sizes and weight measurements are not binding for Signnovation International Dinxperlo B.V.
- 2.3 Signnovation International Dinxperlo B.V. reserves the right to have minor permissible or technically unavoidable deviations in quality, colour, finishing, size and weight considered acceptable in the trade.

**Article 3: Price.**

- 3.1 Any price quoted is ex warehouse Dinxperlo, the Netherlands, including packing, excluding VAT, unless otherwise agreed in writing.
- 3.2 In the event that after the date of the conclusion of the agreement one or more of the cost-determining factors increase - even as a result of foreseeable circumstances - Signnovation International Dinxperlo B.V. has the right to increase the agreed price accordingly.

**Article 4: Delivery.**

- 4.1 Sale / delivery is effected as is, with the exception of conditions to the contrary, and therefore does not provide the Buyer with a claim against Signnovation International Dinxperlo B.V. based on error / non-conformance.
- 4.2 Delivery is effected, unless otherwise agreed, ex warehouse Dinxperlo.

**Article 5: Delivery period.**

- 5.1 An agreed delivery period is not a final deadline. In case of late delivery the Buyer must give Signnovation International Dinxperlo B.V. notice of default in writing. Signnovation International Dinxperlo B.V. is allowed to deliver the goods sold in parts. If partial deliveries of the goods are made, Signnovation International Dinxperlo B.V. has the right to invoice each part separately.

**Article 6: retention of title.**

- 6.1 The goods delivered by Signnovation International Dinxperlo B.V. will remain the property of Signnovation International Dinxperlo B.V. until the Buyer has fulfilled all following obligations arising from all the agreements concluded with Signnovation International Dinxperlo B.V.:
  - payment of the purchase price relating to the delivered letters / the letters to be delivered.
  - payment of the claim based on non-performance by the Buyer.
- 6.2 Goods delivered by Signnovation International Dinxperlo B.V. that, pursuant to paragraph 1, are subject to retention of title, may only be resold in the course of normal business activities. The Buyer does not have the right to pledge the goods delivered or to create any other right to the goods delivered.
- 6.3 If the Buyer fails to fulfil its obligations or if there is a well-founded fear that the Buyer will fail to fulfil its obligations, Signnovation International Dinxperlo B.V. has the right to remove the goods subject to retention of title or to have these goods removed from the Buyer or a third party keeping the goods for the Buyer. The Buyer must cooperate with the above or have others cooperate with the above subject to a penalty of 10% of the amount payable by the Buyer per day.
- 6.4 If third parties want to establish or assert any right to the goods delivered subject to retention of title, the Buyer has the obligation to inform Signnovation International Dinxperlo B.V. hereof as soon as can reasonably be expected.
- 6.5 The Buyer undertakes, upon first request of Signnovation International Dinxperlo B.V.:
  - to pledge all claims of the Buyer against insurance companies relating to goods delivered subject to retention of title to Signnovation International Dinxperlo B.V., in the manner prescribed in Section 239 of Book 3 of the Dutch Civil Code;
  - to pledge to Signnovation International Dinxperlo B.V. the claims the Buyer acquires against its customers when reselling goods delivered subject to retention of title by Signnovation International Dinxperlo B.V., in the manner prescribed in Section 239 of Book 3 of the Dutch Civil Code;
  - to mark the goods delivered subject to retention of title as the property of Signnovation International Dinxperlo B.V.;
  - in other manners to cooperate with all reasonable measures Signnovation International Dinxperlo B.V. wants to take to protect its ownership right relating to the goods and that do not interfere unreasonably with the normal course of its business.

**Article 7: Defects.**

- 7.1 The Buyer must inspect the goods purchased, or have these inspected, upon delivery or as soon as possible afterwards. The Buyer must check whether the correct goods have been delivered, whether the goods delivered in respect of quantity comply with that which has been agreed and/or whether the goods delivered comply with the agreed quality. Signnovation International Dinxperlo B.V. does not guarantee that the goods are suitable for the purpose for which the Buyer intends to use the goods, not even if Signnovation International Dinxperlo B.V. has been informed of the purpose, unless this has been explicitly agreed with Signnovation International Dinxperlo B.V. upon the sale. Signnovation International B.V. does not provide a guarantee for any technical advice and support.
- 7.2 Visible defects or deficiencies must be reported to Signnovation International Dinxperlo B.V. by the Buyer within 8 days of delivery. If this period is exceeded, any claim against Signnovation International Dinxperlo B.V. relating to these defects or faults will lapse.
- 7.3 Invisible defects or faults must be reported to Signnovation International Dinxperlo B.V. by the Buyer within 8 days of discovery but no later than 1 year after the invoice date. If this period is exceeded, any claim against Signnovation International Dinxperlo B.V. relating to these defects or faults will lapse. The Buyer must demonstrate that the defect or the fault has occurred solely or mainly as a direct result of defective material and/or manufacturing faults.
- 7.4 If Signnovation International Dinxperlo B.V. acknowledges liability for defects or

faults, it has the right, at its discretion, to repair the goods or to deliver new goods to replace the goods delivered. Installation and removal costs shall be borne by the Buyer.

- 7.5 Minor deviations in quality, colour, finishing, size and weight considered acceptable in the trade or that are technically unavoidable do not constitute grounds for guarantee and complaints.
- 7.6 The Buyer has no guarantee claim for defects caused by external violence, wrong treatment or other circumstances outside the control of Signnovation International Dinxperlo B.V.
- 7.7 Any claim to guarantee will be suspended during the period in which the Buyer fails to fulfil its contractual obligations towards Signnovation International Dinxperlo B.V.
- 7.8 Compliance with these guarantee obligations is considered to be the only and full compensation. Any other actions for damages are excluded, unless the damage is caused by gross negligence on the part of Signnovation International Dinxperlo B.V. If Signnovation International Dinxperlo B.V. is nevertheless held to pay damages, these damages will be deemed to not exceed the invoice price of the faulty part that caused the damage.

**Article 8: Payment.**

- 8.1 Payment by the Buyer must be made without any discount within 30 days after the invoice date by transfer of the amount due to Signnovation International Dinxperlo B.V. After the lapse of 30 days of the invoice date, the Buyer will be in default. The Buyer shall pay interest of the statutory interest plus two on the payable amount as of the date of default.
- 8.2 In the event of liquidation, winding-up or suspension of payment of the Buyer, including applications for this purpose for or by the Buyer, the obligations of the Buyer will be immediately due and payable.
- 8.3 Payments made by the Buyer shall first of all serve to settle any payable interest and costs and subsequently the longest outstanding payable invoices, even if the Buyer should state that the payment is related to an invoice subsequently sent.
- 8.4 The Buyer does not have the right to suspend the payment obligations. Setoff against a claim the Buyer believes it has against Signnovation International Dinxperlo B.V. is excluded.

**Article 9: Collection costs.**

- 9.1 If the Buyer defaults or fails to fulfil one or more of its obligations, all reasonable extrajudicial costs incurred to obtain payment shall be borne by the Buyer. In any event, the Buyer shall pay:
 

• on the first	€ 3.000,-	15%
• on the excess up to	€ 6.000,-	10%
• on the excess up to	€ 15.000,-	8%
• on the excess up to	€ 60.000,-	5%
• on the excess		3%

If Signnovation International Dinxperlo B.V. shows that it has incurred higher costs that were reasonably necessary, these costs will also be eligible for compensation.

- 9.2 The Buyer shall pay all legal costs incurred by Signnovation International Dinxperlo B.V. in all instances, unless these costs are unreasonably high. This only applies if Signnovation International Dinxperlo B.V. and the Buyer conduct legal proceedings relating to an agreement to which these general terms and conditions apply and a court decision becomes final in which the Buyer is fully or for the most part ruled against.

**Artikel 10: Overmacht.**

- 10.1 Force majeure shall be deemed to mean circumstances that prevent fulfilment of the agreement which are not attributable to Signnovation International Dinxperlo B.V. This will also include (if and to the extent that these circumstances render fulfilment impossible or unreasonably difficult):
  - situations related to the weather or weather influences;
  - strikes in other companies than Signnovation International Dinxperlo B.V. and wildcat strikes or political strikes in the company of Signnovation International Dinxperlo B.V.;
  - a general lack of everything needed to achieve the agreed performance;
  - unforeseeable delay at suppliers or other third parties Signnovation International Dinxperlo B.V. is dependent upon and general transport problems.
- 10.2 Signnovation International Dinxperlo B.V. also has the right to invoke force majeure if the circumstances preventing (further) fulfilment occur after Signnovation International Dinxperlo B.V. should have fulfilled its obligation.
- 10.3 During a period of force majeure the delivery and other obligations of Signnovation International Dinxperlo B.V. are suspended. If the period, in which fulfilment of the obligations by Signnovation International Dinxperlo B.V.'s obligations is no longer possible due to force majeure, should exceed a period of 3 months, both parties shall have the right to terminate the agreement without any obligation to pay damages.
- 10.4 If Signnovation International Dinxperlo B.V. already fulfilled its obligations in part when the force majeure occurred or is only able to fulfil its obligations in part, it will have the right to separately invoice the part already performed and/or the part that can be performed and the Buyer will be held to pay the relevant invoice as if it were a separate agreement. However, this does not apply if the part-already delivered and/or to be delivered has no independent value.

**Article 11: Dispute resolution.**

- 11.1 In derogation from the legal rules for the competence of the civil court, any dispute between the Buyer and Signnovation International Dinxperlo B.V., if the district court has jurisdiction, will be settled by the district court in Zutphen. However, Signnovation International Dinxperlo B.V. will remain entitled to summon the Buyer to appear before the court competent according to the law or the applicable international treaty.

**Article 12: Governing law.**

- 12.1 Dutch law shall apply to any agreement between Signnovation International Dinxperlo B.V. and the Buyer.
- 12.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply and is explicitly excluded.

**Article 13: Amendment to the conditions.**

- 13.1 Signnovation International Dinxperlo B.V. has the right to amend these terms and conditions. These amendments will take effect on the announced effective date. Signnovation International Dinxperlo B.V. will send the amended conditions to the other party in due time. If the other party has not been notified of the effective date, amendments affecting the other party will only take effect as soon as the other party has been informed of the amendment.