

General terms and conditions for the supply of services by Schreuder & Kraan

1 General

1.1 The present general terms and conditions (hereinafter: the 'general terms') will be applicable whenever any person (hereinafter: 'the Client') concludes a legal relationship with Schreuder & Kraan Kunsthandel v.o.f., (hereinafter: Schreuder & Kraan). The present general terms will also be applicable to quotations and any other acts and transactions preceding or necessary in order to execute such quotations and agreements.

1.2 Agreements which derogate from the above can be concluded only if recorded by Schreuder & Kraan in writing and accepted by the Client.

1.3 'The Client' is defined as: any person or legal entity that concludes a legal relationship with Schreuder & Kraan.

1.4 By entering into a legal relationship with Schreuder & Kraan, the Client declares that (it) he/she agrees to the present general terms.

1.5 Schreuder & Kraan reserves the right to revise the present general terms at any time - at their sole discretion, by updating this posting.

1.6 Schreuder & Kraan reserves the right to use third party suppliers in order to execute an agreement with the Client.

2 Quotations and agreements

2.1 All quotations - either verbal, in writing or by electronic means - are negotiable, unless the quotation itself explicitly states otherwise.

2.2 Irrespective of the provisions under 2.1, agreements between Schreuder & Kraan and the Client can be concluded only as a result of the despatch of verbal and/or written instructions by the Client and the acceptance and confirmation thereof by Schreuder & Kraan. The Client and Schreuder & Kraan expressly agree that the absence of a signature will not impinge on the legal obligation of the acceptance of an offer.

2.3 All information, images, notices etc. regarding quotations and/or descriptions of products, communicated either verbally or in writing, by e-mail or otherwise, is provided as accurately as possible. Schreuder & Kraan does not guarantee that the offers and products it supplies are error-free and in accordance with given information. Derogations cannot, in principle, give rise to damages and / or dissolution.

2.4 If a transaction has been concluded over the internet, by phone, fax, e-mail, etc., ('koop op afstand') the client may cancel the order within seven days after receiving the goods without stating a reason. A quotation communicated over the internet, by phone, fax, e-mail, etc, should be accepted within seven days, during which period the stated price cannot be changed unless stated otherwise.

3 Prices

3.1 All prices are in Euroes, inclusive of VAT and applicable taxes.

3.2 Prices do not include freight cost. When concluding a transaction Schreuder & Kraan will quote the door to door freight cost to the Client.

3.3 After concluding an agreement price, adjustments are not permitted, unless they are the result of laws or provisions.

4 Payment

4.1 Unless otherwise agreed in writing, all deliveries are made cash on delivery.

4.2 Schreuder & Kraan may ask for an advance payment and/or security in the performance of their activities. Without stipulated advance payment the Client may not enforce claims of any kind regarding the execution of the order and/or any services.

4.3 Invoices are due 14 days after invoice date.

4.4 If the Client fails to pay within the agreed period, it will also be required to bear the judicial and extra-judicial collection costs in full, in addition to statutory interest plus the extrajudicial costs of collection at the rate of 15%, exclusive of VAT, with a minimum of €250.

4.5 If the Client fails to pay within the agreed period as described in article 4.4 and defaults, Schreuder & Kraan shall then be entitled to suspend their activities or terminate them without any liability for the consequences and without prejudice to the Client's obligation to pay the amount due plus interest and costs.

5 Delivery and receipt

5.1 Schreuder & Kraan will take the utmost care in respect to the execution of orders for products and / or services. Orders are delivered as quickly as possible.

5.2 Unless otherwise specifically requested in writing, all deliveries will be deemed to be at the Client's risk unless otherwise agreed.

5.3 The delivery times specified by Schreuder & Kraan are only intended as an indication.

5.4 Late delivery does not entitle the client to compensation, cancel the order or dissolve the agreement, unless the delivery time has been exceeded to the extent that it is no longer reasonable for the client to be expected to maintain the agreement. The client is then entitled to cancel the order or dissolve the agreement, if necessary.

5.5 If the Client orders a product that is temporarily out of stock, he will be notified when the product can be expected to be available again. Delays will be notified by e-mail, by letter or over the phone.

5.5 The risks related to the products pass to the client at the moment of delivery.

6 Retention of title

6.1 Ownership of the delivered products is transferred only after the client has paid all amounts due to Schreuder & Kraan, in accordance with any agreements and irrespective of how the debt has arisen.

6.2 Before ownership has been transferred, the Client may not sell, pawn or deliver products.

6.3 Schreuder & Kraan is entitled to exercise its right to retain property (or cause it to be exercised) at any time, and the Client must cooperate fully (presence, access, etc.) in this respect.

7 Liability

7.1 Schreuder & Kraan warrants that all sold products are of a reasonable standard of solidity and/ or usefulness. If applicable, general terms and warranties will apply on goods sold and manufacturer's warranty will be extended upon the client. This warranty shall not affect rights of the Client that result from mandatory legal provisions.

7.2 Schreuder & Kraan will as far as possible inform the Client, to a reasonable standard of professional skill, about the nature, origin, period of creation and

authenticity of what they offer for sale and about the modifications and repairs it may have undergone; this requirement applies with respect to the date of sale/purchase.

7.3 Without prejudice to the rights stated in 7.1 and 7.2, a complaint is unfounded if wear on the product should be deemed normal, if the product has not been used in accordance with the directions for use, the product has been used improperly, has not been used in accordance with its designated use or the defect has occurred as a result of carelessness of the client; if there are broken parts of antique seats and sofas, or if there is damage resulting from use that is not in accordance with the vulnerability of an antique piece of furniture.

7.4 The client is obliged to inspect the products on delivery to determine whether they conform to the agreement.

7.5 If damage is identified, the client must provide written notification stating the reason to Schreuder & Kraan of any (transport) damage or other deficiencies as quickly as possible and certainly within eight (8) days of delivery, or after detection could reasonably be expected.

7.6 Complaints do not suspend the Client's payment obligation.

7.7 If it is established that the product does not comply with the agreement, Schreuder & Kraan has the choice of replacing the returned products with new products or refunding the invoiced amount.

7.8 Schreuder & Kraan is never obliged to pay any damages to the Client or others, unless there is intent or deliberate recklessness on the part of Schreuder & Kraan. Schreuder & Kraan is never liable for consequential or consequential loss, indirect damage and loss of profit or turnover.

7.9 If Schreuder & Kraan, for whatever reason, is bound to compensate any damage or damages, this compensation will not exceed an amount equal to the invoice value to the product or service by which the damage was caused.

7.10 The Client will indemnify Schreuder & Kraan for any claim by third parties regarding the execution of the agreement, if the law does not preclude that the damage and cost will be charged to the Client.

7.11 The information on the website www.delelijktijd.nl and/or www.schreuder-kraan.com and/or www.schreuder-kraan-gallery.com and/or www.windspINNers.nl is updated on a regular basis. Schreuder & Kraan reserves the right to amend the websites without prior warning.

7.12 The content of our websites as well as all other communications by Schreuder & Kraan are provided to the best of its ability. Schreuder & Kraan will not be liable for any damage resulting from the fact that such data, material or information is inaccurate or incomprehensive.

7.13 Furthermore Schreuder & Kraan excludes any liability in respect of given advice and answers to questions, unless there is intent or deliberate recklessness.

8 Force majeure

8.1 Without prejudice to other rights to which they are entitled, in the case of force majeure, Schreuder & Kraan has the right if they so desire to suspend the execution of the order or dissolve the agreement without judicial intervention, by notifying the client in writing and without Schreuder & Kraan being liable for any compensation, unless this would be unacceptable according to the standards of reasonableness and fairness under the given circumstances.

8.2 Force majeure is understood to mean every shortcoming that cannot be attributed to Schreuder & Kraan, because no blame is attributable to them and they cannot be held responsible pursuant to the law, legal act or generally accepted practice.

9 Intellectual and industrial property rights

9.1 The Client must respect completely and unconditionally the intellectual and industrial property rights attached to the products and/or information supplied by Schreuder & Kraan and/or its websites www.schreuder-kraan.com, www.windspINNers.com and www.schreuder-kraan-gallery.com.

10 Privacy policy

10.1 Schreuder & Kraan complies with the requirements of the Dutch Data Protection Act (Wet Bescherming Persoonsgegevens) and according to the rules of the Privacy Statement.

11 Applicable law and competent judge

11.1 These General Terms and Conditions and all rights, obligations, offers, orders and agreements to which these Conditions are applicable, are governed exclusively by Dutch law.

11.2 Any disputes which cannot be settled out of court will be adjudicated by the court with jurisdiction in Haarlem.

12 Contact

12.1 Schreuder & Kraan, Gierstraat 51, 2011 GB Haarlem, with its statutory seat at Iepenlaan 18, 1161 TD Zwanenburg, The Netherlands, is registered at the Chamber of Commerce in Amsterdam under number 34133454. Het VAT-identification number is NL 8088.40.605.B.01. All correspondence regarding these General Terms and Conditions should be sent to the aforesaid address or to the following e-mail address: info@schreuder-kraan.com.

12.2 These General Terms and Conditions have been registered at www.voorwaarden.net and will be sent to you on request. These Conditions can also be viewed on, or downloaded from the internet, see our website. This document is available in Dutch and English. This is a translation of the original Dutch report. In the event of any conflict of interpretation the Dutch text will prevail.

Last modified: 18 February 2009.