

GENERAL TERMS AND CONDITIONS

Article 1: Applicability

1. These general terms and conditions (hereinafter referred to as: “**the Terms and Conditions**”) apply to all agreements, including future agreements, in any form, in connection to which LB. Ceramics B.V., with its registered office and place of business in (4906 CL) Oosterhout at Nijverheidsweg 28, registered with the Dutch Chamber of Commerce under number 76917479, hereinafter to referred to as: “**LB. Ceramics**”, delivers products and/or performs services, as well as to statements to be given and/or offers/agreements/however named to be provided in connection thereto (hereinafter referred to as: “**offers**” or “**agreements**”), unless expressly agreed otherwise in writing.
2. LB. Ceramics's contracting party will hereinafter be referred to as “**the Client**”.
3. Applicability of any purchase or other conditions of the Client is expressly rejected.
4. If one or more of the provisions of these Terms and Conditions are null or become nullified in whole or in part at any time, whether by judicial intervention or not, the remaining Terms and Conditions will remain in effect as far as possible. In that event, the relevant provision will immediately be replaced in consultation between LB. Ceramics and the Client with a provision that approaches the purport of the original provision as closely as possible.
5. If the term “in writing” is used in these Terms and Conditions, this also refers to correspondence by email, fax or other electronic medium, excluding text messages, WhatsApp and other similar sorts of messaging.
6. Once a contract has been concluded on the basis of these Terms and Conditions, the Terms and Conditions continue to apply to future transactions, in which the most recent version of the Terms and Conditions will apply at such time.

Article 2: Offers and agreement

1. All of LB. Ceramics's offers are without obligation, unless a period for acceptance has been set. If no acceptance period has been set, no right can be derived from the offer if the good or service to which the offer pertains is no longer available. Offers do not automatically apply to future orders.
2. LB. Ceramics cannot be held to its offer if the Client can reasonably understand that the offer, or any part thereof, contains an evident mistake or obvious clerical error.
3. All offers made by LB. Ceramics as well as the drawings provided by LB. Ceramics remain property of LB. Ceramics and shall, if no order is made, be returned to LB. Ceramics without delay. They may not be copied, in whole or in part, or given to third parties for inspection without the express permission of LB. Ceramics.
4. An agreement between LB. Ceramics and the Client will become effective after LB. Ceramics has signed the agreement, or after LB. Ceramics has sent the written order confirmation to the Client.
5. If the agreement is not concluded in writing, the written confirmation or invoice provided by LB. Ceramics applies, subject to evidence to the contrary from the Client, as evidence of the existence and content of the agreement.

Article 3: Samples

1. Upon request of the Client, a sample product can be executed under the following conditions.
2. The Client will receive the prototype and the original mold; all working molds will remain the property of LB. Ceramics.
3. If the Client wishes does not want to continue with the production of the product, the prototype will be charged by LB. Ceramics, increased with transport and assembly costs.

Article 4: Financial provisions

1. The prices specified by LB. Ceramics are in Euros or in another currency agreed with LB. Ceramics in writing. Any differences in exchange rate are for the risk of the Client, unless further agreed in writing.
2. Unless stated otherwise, the prices are exclusive of VAT and other government levies, and excluded any other costs to be incurred in connection with the agreement, including delivery costs, service charges and other (third party) charges on the sale and/or delivery and/or performance of the agreement.
3. If after the conclusion of the agreement, circumstances arise which are attributable to the Client and as a consequence of which costs arise for LB. Ceramics, the Client is obligated to pay these costs to LB. Ceramics.
4. A compound price quotation shall not oblige LB. Ceramics to perform part of the agreement for a corresponding part of the quoted price.
5. Any setoff with claims that the Client asserts to have against LB. Ceramics is excluded.
6. Unless agreed otherwise, payment must be effected in full before delivery of the products to the bank account indicated by LB. Ceramics.
7. Once the term of payment has expired the Client enters into default, without notice of default being required, and the statutory commercial interest rate as referred to in Article 6:119a of the Dutch Civil Code is owed.
8. Even if the Client states that the full payment pertains to a different claim, any payments made by the Client always serve first as payment for all interest and costs owed and then as payment for claims arising from the agreement which have remained due and payable the longest.
9. In the event of liquidation, insolvency, filing for bankruptcy or suspension of payments on the part of the Client, LB. Ceramics's claims, regardless of reason, are immediately due and payable by the Client.
10. LB. Ceramics always has the right to require security, in any form, from the Client for the fulfilment of all its obligations arising from this agreement. If the Client is unable to provide security in the sense that the payment obligation will be fully met or is unable to pay for the products in advance, LB. Ceramics is entitled to terminate the agreement. In that event, LB. Ceramics is not liable for the costs incurred and/or the damage suffered by the Client as a consequence of the termination.

Article 5: Delivery

1. LB. Ceramics shall specify its delivery periods as accurately as possible. Delivery periods are only an indication and should never be taken as strict deadlines, unless expressly agreed otherwise in writing. Standard delivery time is minimum 8 weeks, unless agreed otherwise in writing.
2. LB. Ceramics shall make every effort within its power to deliver within the time stated. In no event will the Client be entitled to damages if the delivery period is exceeded.
3. If delivery does not take place in time, LB. Ceramics must be given written notice of default, with LB. Ceramics being afforded a reasonable period to be determined in consultation with it of at least 6 weeks within which LB. Ceramics could still comply.
4. The Client cannot cancel or terminate the agreement due to a failure to meet the delivery date or refuse acceptance and/or payment of the products.
5. The approximate delivery periods or completion dates stated are based on the current (work) conditions at the time of the conclusion of the agreement and on the timely delivery of materials and/or parts ordered by LB. Ceramics for the performance of the work.
6. LB. Ceramics shall be entitled to make partial deliveries. In that case, LB. Ceramics shall indicate the delivery times per partial delivery. If partial delivery is made at the request of the Client, extra costs (for example, storage and transport costs) are borne by the Client.
7. Unless agreed otherwise in writing, delivery of products takes place Ex Works Oosterhout (the Netherlands).
8. The Client is required to take delivery of the products when they are made available. The Client is obligated to immediately accept the products from LB. Ceramics when they are

offered. If the Client does not take receipt of the products concerned, they will be deemed to have been delivered at the moment LB. Ceramics has offered them, and LB. Ceramics will hold the relevant products at the expense and risk of the Client, while LB. Ceramics, in that case, also has the right to invoice the Client. LB. Ceramics is not required to insure products that it holds for the risk of the Client.

9. If the Client refuses to accept the products, the return cargo, storage costs and other costs are borne by the Client.

Article 6: Performance of the agreement

1. LB. Ceramics shall perform the Agreement to the best of its knowledge and ability, and in accordance with professional standards. All such will be done on the basis of the state of the art as known at the time.
2. If and insofar necessary for the proper performance of the agreement, LB. Ceramics will be entitled to have certain activities carried out by third parties.
3. The Client shall ensure that all data that LB. Ceramics has indicated is necessary or that the Client should reasonably understand is necessary for the performance of the Agreement is supplied to LB. Ceramics in full and in good time. If the data required for the performance of the agreement is not supplied to LB. Ceramics in full and/or in good time, LB. Ceramics shall be entitled to suspend performance of the agreement and/or to charge the Client for the additional costs ensuing from the delay, in accordance with the customary rates.
4. If the data referred to in this article appears to be incomplete and/or incorrect, LB. Ceramics is entitled to terminate the agreement in whole or in part.
5. If it has been agreed that the agreement will be performed in phases, LB. Ceramics may suspend the performance of parts that belong to a subsequent phase until such time as the Client has approved the results of the preceding phase in writing.

Article 7: Changes to the agreement

1. If the Client makes changes to the agreement after formation, LB. Ceramics is entitled to adjust the agreed period and/or price or to refuse to perform the agreement, in whole or in part, without owing any compensation or damages to the Client.
2. LB. Ceramics is not required to perform a change proposed by the Client. The costs resulting from such changes are borne by the Client and will be charged to the Client by LB. Ceramics through the prices applicable at that time.
3. The lack of written instructions with regard to a change is without prejudice to LB. Ceramics's entitlement to payment.

Article 8: Suspension

1. LB. Ceramics shall be entitled to suspend its performance (including future performance), subject to deviating provisions of mandatory law, if:
 - a. the Client does not meet one or more of its obligations;
 - b. LB. Ceramics becomes aware of circumstances which provide sufficient reason to fear that the Client will not fulfil its obligation.
2. LB. Ceramics is further authorised to change the agreed payment conditions unilaterally and fully reserves the right to seek damages if a situation such as mentioned in paragraph 1 arises.
3. The Client is not entitled to refuse to fulfil or suspend fulfilment of its obligations (including payment obligations) on the basis of alleged defects in the product or for any other reason whatever.

Article 9: Products

1. All products are handmade. The artisan nature of the product results in uniquely individual color, form and pattern variations. Images are provided to give the best indication of the character piece, but each item is unique.
2. Due to the applied technique the vases are not waterproof. Therefore is suggested to always make use of an inside plant container or foil.

3. Luminaires as a whole are not CE-certified; only the different parts of the luminaire are CE-certified. A CE-certified luminaire can be offered at extra cost.

Article 10: Complaints

1. The Client is obligated to inspect deliveries and/or performances by LB. Ceramics immediately upon acceptance/presentation and determine whether the product is in good working order and in accordance with the provisions of the agreement or that the work has been performed in accordance in the provisions of the agreement.
2. Complaints both with regard to the products delivered by LB. Ceramics and the work performed by it as well as regards invoice amounts must be submitted to LB. Ceramics in writing within 14 days of acceptance of the products or after performance of the work, accurately stating the facts to which the complaint pertains. Complaints with regard to invisible defects must be made immediately after discovery, and no later than fourteen days after the expiry of the guarantee period referred to in article 10, in a written statement from the other party to LB. Ceramics. After expiry of this period, the delivered products, the work performed will be deemed to be entirely in accordance with the agreement or wishes of the Client, or alternatively, the Client may not make any claims against LB. Ceramics due to non-conformity.
3. Minor deviations and/or deviations that are customary in the sector and differences in quality, size or finishing as well as differences in the performance of the work, cannot constitute grounds for complaints.
4. Complaints related to a certain product or to certain work are without prejudice to the Client's obligations in relation to other products, components and/or work included in the agreement.
5. LB. Ceramics must be enabled to verify the Client's assertion that the products delivered/work performed by LB. Ceramics do not conform to the agreement. No acknowledgement of the Client's assertion may be derived from this verification.
6. If LB. Ceramics accepts the Client's complaint, this does not mean that LB. Ceramics accepts any liability.
7. If it becomes apparent that a complaint has been made wrongly, LB. Ceramics is entitled to charge the work it performed and / or the products it delivered to the Client at its usual rate and the Client is obligated to pay the compensation.
8. Complaints do not form grounds for the Client to suspend any payment obligation it has.
9. If LB. Ceramics determines that the complaint is well founded, LB. Ceramics is only obligated, at its own discretion, to restore the faulty products, or to replace them, or to credit them, without the Client having any right to any additional compensation. In the event of replacement and crediting, the non-conforming products remain or become the property of LB. Ceramics.
10. The Client cannot derive any rights from this article if, in respect of the product to which the complaint pertains, the Client has:
 - a. used it and/or;
 - b. modified it itself and/or repaired it, or has had it modified and/or repaired.

Article 11: Retention of title and retention

1. All deliveries take place under retention of title. LB. Ceramics maintains ownership of the products it delivered or will deliver on the basis of any agreement whatsoever until the Client:
 - a. has paid the price of all these products plus interest owed and costs in full, and;
 - b. has paid all the claims relating to work that LB. Ceramics performed or will perform for the Client in connection with the relevant agreements, and;
 - c. has paid the claims LB. Ceramics has against the Client if the Client fails to fulfil the obligations referred to above.
2. The risk associated with a product that has been purchased/delivered under retention of title is for the Client as of the moment of delivery. The Client may not have the products

that fall under the retention of title serve as security in any way whatever for claims other than those of LB. Ceramics.

3. If the Client fails to fulfil its payment obligation in respect of LB. Ceramics or if LB. Ceramics has good reason to fear that the Client will fail to fulfil its obligations, LB. Ceramics is entitled to repossess the products delivered under retention of title.
4. If LB. Ceramics wishes to exercise its proprietary rights specified in this article, the Client hereby gives its advance, irrevocable and unconditional permission to LB. Ceramics and third parties to be designated by LB. Ceramics to enter all locations where the items belonging to LB. Ceramics are located and to repossess those products.
5. If third parties seize the products delivered under retention of title or wish to establish or assert rights on the same, the Client is required:
 - a. to notify the relevant bailiff immediately of the existence of the retention of title;
 - b. to inform LB. Ceramics as quickly as can reasonably be expected.
6. The Client is required to insure and keep insured the products delivered under retention of title against fire, explosion and water damage, as well as against theft, and to make the insurance policy available for inspection upon first request.
7. LB. Ceramics may exercise a right of retention on everything LB. Ceramics has obtained for or on behalf of the Client, as long as the Client has not paid for the products or services delivered by LB. Ceramics in full and this constitutes a failure that is attributable to the Client, plus any damage, including interest and costs, that the Client owes or will owe to LB. Ceramics.

Article 12: Force Majeure

1. The parties are not required to fulfil any obligation in respect of the other party if they are hindered from doing so as the consequence of a circumstance that is not attributable to fault, and for which the party is not accountable by law, legal act or according to generally accepted standards.
2. In addition to what the law deems as force majeure, strikes and/or long-term illness of the employees of one of the parties, breach of contract and/or force majeure on the part of suppliers, transporters or other third parties who are party to the agreement, gridlock in traffic, act of God, terrorism, war or mobilization, restrictive measures from any government, fire and other accidents at its company as well as other circumstances to the extent that, as a consequence thereof, the (further) performance of the agreement cannot or not fully be expected from it in reason.
3. The parties may suspend the obligations under the agreement during the period that the force majeure continues. If this period continues for more than six months, each of the parties may terminate the agreement without any obligation to pay damages to the other party.
4. To the extent that LB. Ceramics, at the time the force majeure circumstance commenced, had already partly performed its obligations under the agreement or is able to perform the same, and the part performed or to be performed has independent value, LB. Ceramics shall be entitled to invoice separately for the part already performed or to be performed. The Client is obliged to pay such invoice as if there were a separate agreement.

Article 13: Liability

1. Notwithstanding article 10.9, LB. Ceramics's liability is limited to what has been provided for in this article. If LB. Ceramics may be held liable, LB. Ceramics is only obligated, at its own discretion, to replace, supplement or repair the Product.
2. The limitations of liability included in this article do not apply if the damage can be attributed to an intentional act or gross negligence on the part of LB. Ceramics, including its employees.
3. LB. Ceramics is only liable for direct damage that is the demonstrable consequence of a failure attributable to LB. Ceramics.
4. Direct damage only includes the following:

- a. the reasonable costs for determining the cause and scope of the damage, insofar as the determination relates to damage in the sense of these Terms and Conditions;
 - b. possible reasonable costs incurred to make the defective performance of LB. Ceramics comply to the agreement, to the extent that such may be attributed to LB. Ceramics and,
 - c. reasonable costs incurred for preventing or limiting damage, insofar as the Client demonstrates that these costs led to the limitation of direct damage as referred to in these Terms and Conditions.
5. LB. Ceramics is never liable for indirect damage, including - but in any event not limited to - consequential damage, lost profits, missed savings, and loss due to interruption of business.
6. In addition, LB. Ceramics is not liable for damage, of any kind whatever, that has arisen:
- a. if, when storing and using the products, the Client failed to observe the guidelines and regulations as provided by LB. Ceramics or the supplier;
 - b. if the Client has not used the products, accessories, structures, components or other production accessories offered by LB. Ceramics;
 - c. if a defect exists that is related to usual deviations that do not constitute a defect for LB. Ceramics, or that has an external cause, such as third party acts or omissions or normal wear and tear.
7. If LB. Ceramics may be held liable for the other damages, the liability is limited to the amount or amounts which the insurance policy taken out by LB. Ceramics covers in the specific case including the excess LB. Ceramics bears in connection with such insurance policy. If the damage is not covered by an insurance policy or the insurer decides not to pay, the liability of LB. Ceramics is limited to, at most, the invoice amount.
8. Under due observance of the provisions contained in these Terms and Conditions pertaining to complaints, LB. Ceramics may only be held liable in law within one year after the date of delivery / performance of the work due to attributable failure / unlawful act.
9. If LB. Ceramics acknowledges that it has failed imputably / acted unlawfully, it is entitled to notify the Client within a reasonable period that it will remedy the performance at no charge. In making this choice, LB. Ceramics must reasonably take into account the interests of the Client. If LB. Ceramics performs within a reasonable period as yet, this means that the agreement has been performed correctly and the Client does not have a right to compensation.

Article 14: Termination

1. LB. Ceramics may unilaterally terminate the agreement in whole or in part immediately and without judicial intervention, and without obligation to pay compensation to the Client:
 - a. if the failure to fulfil an obligation by the Client constitutes a fundamental failure, which is the case if, among other things, the Client does not pay the price in time or does not accept the materials or does not accept them in a timely fashion;
 - b. if the Client is declared bankrupt or it is granted suspension of payments or if the Client requests that the Debt Restructuring (Natural Persons) Act be applied to it;
 - c. if a request for credit insurance is not honoured by the relevant insurance company or is not honoured to a sufficient degree;
 - d. if the Client does not comply with a request from LB. Ceramics to provide security;
 - e. if it appears after the agreement has been concluded that the performance of the agreement is not reasonably possible and the impracticability is due to information provided by the Client.
2. Any existing claims between the parties become immediately due and payable as a consequence of the termination. The Client is liable for the damage suffered by LB. Ceramics, that being, among others, interest, loss of profit, storage and transport costs.
3. Termination of the agreement as referred to in the paragraphs above does not free the Client from its payment obligation with respect to the products already delivered and/or services rendered and/or work performed by LB. Ceramics.

Article 15: Confidentiality

1. Both parties are obliged to keep confidential all confidential information that they have acquired from each other or from another source within the context of the agreement. Information is deemed confidential if the other party is so informed or if this ensues from the nature of the information.
2. The obligation of confidentiality remains in effect after termination of the agreement.
3. Confidential information shall in any case not include:
 - a. information that was already public on the date of signing of the agreement or became public afterwards without the Client violating the obligation to confidentiality to which it is bound, and / or
 - b. information that the Client has obtained from a third party, who was entitled to make it available to the Client, after signing the agreement.
4. LB. Ceramics and Client undertake in respect of one another that they will handle information that is at their disposal with the required care and confidentiality. LB. Ceramics shall use the personal data of the Client in the context of the execution of the agreement or the handling of a complaint.
5. LB. Ceramics and the Client may only breach the aforementioned confidentiality pursuant to some statutory regulation or a final decision of the court or with the permission of the other party. The other party in the situations described this in article is not obligated to pay compensation or damages nor entitled to terminate the agreement due to any damage arising therefrom.

Article 16: Applicable law and competent court

1. Dutch law applies to all agreements that LB. Ceramics concludes, excluding, should it appear to be otherwise, the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Insofar as not dictated otherwise by mandatory law, all disputes arising between LB. Ceramics and the Client to which these Terms and Conditions apply will be decided in the first instance by the District Court of Zeeland West Brabant, location Breda, without prejudice to LB. Ceramics's entitlement to institute legal proceedings against the Client before another competent court.