

Tel: 020-3371576/06-22997607

Terms & Conditions of E.S.T.I.D.A B.V.

1. DEFINITIONS
  - 1.1 **User terms & conditions, hereafter: E.S.T.I.D.A**
  - 1.2 Client: any (legal) person who commissions E.S.T.I.D.A to carry out work, including its representative(s), proxy(/ies) and beneficiary(/ies).
  - 1.3 **Work:** all work assigned or carried out by E.S.T.I.D.A for other reasons, all in the widest sense of the word and in any case including the work as indicated in the order confirmation or all work that can be useful to the assignment. This work includes, but is not limited to, the contracting, designing and executing of interior construction, as well as designing, delivering and placing of furniture, all in the broadest sense of the word, both for individuals and companies and organisations.
  - 1.4 **Records:** all goods including documents and data carriers made available by the client to E.S.T.I.D.A and/or manufactured goods including documents and data carriers in the execution of the assignment by E.S.T.I.D.A.
  - 1.5 **Home rules:** If there is sub-contracting by so-called ZZPers, those sub-contractors must present a valid Statement of Work relation (VAR). Failing this payment cannot be carried out.
    - a. In case of sub-contracting by sub-contractors employing staff, those sub-contractors must communicate their G-account to E.S.T.I.D.A and payment will occur based on the legal standards applicable to the law chain liability.
  - 1.6 **Burdens and restrictions**

The client explicitly accepts the burdens and restrictions or the damage resulting from practical or physical measures to be taken on the adjacent plots for the progress and achievement of the work to be carried out.
  - 1.7 **Changes commissioned by the Client**
    - a. The client can ask E.S.T.I.D.A to make changes to the work to be carried out, which are defined in the order confirmation or drawing.

If this work leads to overwork, E.S.T.I.D.A will first present an expense estimate to the client, which must be signed for approval by the client.
    - b. E.S.T.I.D.A is entitled to reject such requests if after its assessment the stage of work does not warrant the requested changes or the changes are contrary to the standards the work needs to comply with.
    - c. The possible work resulting from overwork extends the delivery period.
    - d. The overwork resulting from the above will be chargeable at all times, and the unforeseen defects resulting from the overwork will have to be corrected and charged.
    - e. In the framework of additional and/or less work E.S.T.I.D.A and the client will mutually commit to consultation on the matter.
2. GENERAL
  - 2.1 By depositing these Terms & Conditions at the registry of the tribunal in Alkmaar all previous terms & conditions of E.S.T.I.D.A are nullified.
  - 2.2 These terms and conditions apply to any agreement between E.S.T.I.D.A and client. The present terms and conditions also apply to agreements of E.S.T.I.D.A, for whose execution third parties need to be involved. All assignments are only executed under the following conditions, unless otherwise agreed and the matter is confirmed in writing by E.S.T.I.D.A. Conditions representing the core of the service are agreed in an order confirmation to be drawn up by E.S.T.I.D.A.
  - 2.3 Arrangements with staff and/or third parties employed by E.S.T.I.D.A do not bind E.S.T.I.D.A, unless confirmed in writing.
  - 2.4 The client recognises the validity of these Terms & Conditions by the sole fact of assigning E.S.T.I.D.A with any type of order, unless they were explicitly rejected by the client in writing. A sole reference by the client to their own conditions or a standard clause on the letter paper or in the own conditions with the content of the exclusive effect of these conditions is not sufficient.
  - 2.5 If, regarding specific subjects, regulated by these terms & conditions, deviating conditions are agreed, the remaining present terms & conditions remain valid for this agreement. Agreed deviations never apply to more than one assignment, unless always confirmed in writing.
  - 2.6 Conditions terms etc. agreed with agents, representatives or other intermediaries which deviate from these conditions only bind E.S.T.I.D.A if it has explicitly confirmed these in writing.
  - 2.7 Client is understood as any person who wishes to commission or commissions E.S.T.I.D.A to provide services or other, wishes to purchase or purchases goods from it, wishes to rent or rents goods from it, or wishes to enter or enters any agreement with it.
3. OFFERS
  - 3.1 All offers are non-binding unless explicitly agreed otherwise. E.S.T.I.D.A is only bound after confirming the assignment in writing.
  - 3.2 If an assignment is offered based on post-calculation, the offered prices are only indicative, the actual hours worked by E.S.T.I.D.A, as well as the actual costs incurred by E.S.T.I.D.A will be charged.
  - 3.3 For composed price indications there is no obligation for partial delivery at a corresponding part of the full indicated price.
  - 3.4 If an assignment is not made E.S.T.I.D.A reserves the right to charge for the design or the drawing and calculation costs or part thereof only if a deep study of the project can be considered and calculated in consultation with the requester for use and fairness.
  - 3.5 The prices stated in the offers only apply to the indicated quantities.
  - 3.6 Alle prices indicated by E.S.T.I.D.A are VAT excl. unless explicitly stated otherwise in the order confirmation.
  - 3.7 If models, copy, information carriers and the like have been presented for part of the work to be done, E.S.T.I.D.A is not bound to the price indicated for the whole if it would appear that part of the work for which no data were presented

requires proportionally more work than the part for which data were presented.

3.8 Regarding all offered goods and services applies that, besides the indications in catalogues and brochures, the normal and/or usual tolerances, and particular reservation is made for nuances in the indicated colours of the products. Slight deviations of the illustrations and/or descriptions in the catalogues and brochures are therefore reserved. Such deviations never release the client from the obligations arising from the agreement.

3.9 Changes in indicated prices, without prior notification and even after sending the order confirmation are explicitly reserved; E.S.T.I.D.A will have the right to charge occurred increase in wages, social costs to employers, as well as increases of other rates, which increase costs to E.S.T.I.D.A to the client.

3.10 The models, illustrations, drawings and measurements added, shown or communicated with the offers only give a general presentation of the products offered. Changes in construction which cause the execution to differ slightly from the models, illustrations or measurements, but which do not significantly change the technical and aesthetical execution of the products, do not bind E.S.T.I.D.A to any compensation pay-out and do not entitle the client to refuse the acceptance or payment of the delivered goods.

3.11 If the goods ordered by the client are not in stock and are only delivered by the manufacturer in specific quantum or standard size, the client shall accept the whole quantum or the goods with standard sizes and pay the whole price of the quantum or the price for those goods per unit or standard size.

3.12 If the execution of an assignment, for which an offer was requested is not given to E.S.T.I.D.A the client shall return the offer, including all the associated documents within eight days franco to E.S.T.I.D.A, failing which E.S.T.I.D.A has the right to fully charge for the costs incurred.

#### 4. ASSIGNMENTS

4.1 An order or assignment binds the client. E.S.T.I.D.A is only bound to an assignment by sending the order confirmation. If the client has not communicated its objections to E.S.T.I.D.A within eight days after confirmation of the order, the order confirmation is considered to accurately and completely reflect the agreement.

4.2 Changes desired by the client in the execution of an assignment after commissioning it must be communicated by the client on time and in writing to E.S.T.I.D.A. If indicated verbally or on the phone, the risk of the achievement of the change is at charge of the client, unless the changes are confirmed in writing by E.S.T.I.D.A.

4.3 If the client cancels the assignment partially or in full, he shall pay all the reasonable costs incurred in view of the execution of the assignment to E.S.T.I.D.A.

4.4 Changes to the original assignment, of any nature, applied by or on behalf of the client in writing or verbally, which generate higher costs than could be anticipated in the price indication and/or order confirmation, will be charged additionally to the client.

4.5 Changes and/or cancellations of given assignments only bind E.S.T.I.D.A after acceptance in writing.

4.6 Written assignments of the client must enclose a clear description of the work to be carried out.

4.7 E.S.T.I.D.A reserves the right to carry out more work than indicated in the written assignment or the order confirmation and charge these to the client if that work is in the interest of the client and/or the appropriate execution of the assignment. The client is informed of the execution of that additional work as soon as possible.

4.8 All other assignments than those for an unlimited period of time end with their completion or on the time defined by the parties or the use.

4.9 At the cancellation of an unlimited assignment each of the parties needs to observe a notice period of at least three months by registered letter.

4.10 If and insofar as the correct application of the agreement warrants it, E.S.T.I.D.A has the right to outsource specific work to third parties.

4.11 The client is not authorised, neither during the execution of the assignment nor during a period of six months after the end of the assignment, to enter any employment agreement with an employee with or on behalf of E.S.T.I.D.A working at the client or with staff involved in the assignment at the client by or on behalf of E.S.T.I.D.A. Such on penalty of an undiminishable fine of € 2000,00 (in words: two thousand Euro) for any violation per week the violation continues.

4.12 If changes occur in e.g. wages and/or other costs following changes in the relevant joint agreement, or resulting from laws, decrees and/or provisions by the authorities during the execution of the assignment, or if changes occur in the costs of the used adjuvants, materials and similar, the price will be adapted, in principle in compliance with the maximum allowed price modification by written decision by the Ministry of Economy. Failing a price provision as above, the change will occur conform to the representative report of the umbrella company organisation.

#### 5. DELIVERY AND EXECUTION OF THE ASSIGNMENT

5.1 In case of delivery of goods or materials by the client E.S.T.I.D.A, unless in case of fault or intention, to be proven by the client on E.S.T.I.D.A's part, is not liable for missing sufficient quantities in the supplied crates, boxes or parcels and the costs for storage of goods or materials and the associated administration and monitoring can be charged at the going rate.

5.2 In case of delivery of goods or materials by the client E.S.T.I.D.A, unless in case of fault or intention, to be proven by the client on E.S.T.I.D.A's part, is not liable for the incompleteness of the delivered data and/or goods.

5.3 Each partial delivery, including the delivery of parts of a composed order, can be invoiced, in which case the partial delivery is considered as a separate transaction: in such case payment must occur in compliance with the provisions in chapter 11.

5.4 Postponement or delay is not at charge of E.S.T.I.D.A, unless caused by it, without prejudice to the provisions in chapter 6.

5.5 Execution of a contract takes place within the normal scheduled time. If a contract must be completed earlier, overtime and/or other possibly incurred extra expenses could be charged. The principal shall give E.S.T.I.D.A some leeway concerning the execution period. The time-frame only applies as irrevocable and fatal if the principal has informed E.S.T.I.D.A of the consequences of a delay in writing upon the award of the contract and this matter was confirmed by E.S.T.I.D.A in writing.

5.6 The material and goods possibly to be processed and/or the details to be processed by E.S.T.I.D.A should be delivered to the address indicated by E.S.T.I.D.A. on time and delivery charges paid. With deliveries of which the delivery charges are not yet paid, the incurred freight charges shall be charged to the principal, and E.S.T.I.D.A shall be entitled to refuse acceptance of a delivery of which the shipping charges have not yet been paid.

5.7 The goods to be supplied by E.S.T.I.D.A shall always be shipped chargeable to the principal, except in those cases where the total contract amount involved allows shipping charges to be included, this shall exclusively be decided by E.S.T.I.D.A.

- 5.8 With deliveries where shipping needs to be paid, the most economical mode of transport shall always be used, unless agreed to otherwise in advance. With a deviating dispatch method, the excess costs incurred shall be accountable to the principal.
- 5.9 Acceptance of the goods by the carrier without any remarks on the waybill or the receipt, applies as proof that the packing was in a proper state.
- 5.10 The agreed to terms only apply if and for as far as the material, goods etc. to be processed, as well as the drawings and details necessary for the execution of the contract, are delivered to E.S.T.I.D.A by the agreed to time and the activities to be carried out by the principal or by external parties accountable to him, are carried out on time.
- 5.11 All delivery times are always indicated as estimates by E.S.T.I.D.A and are non-binding. The delivery period commences as soon as the confirmation of the order is sent and all details, drawings and materials e.g. possibly required by E.S.T.I.D.A are also supplied by the principal. Exceeding the delivery time shall never release the principal from his commitments based on the Agreement and the principal shall also not be entitled to demand the dissolution of the Agreement and/or compensation.
- 5.12 If the exception of the delivery period is such that the principal can not reasonably be required to comply with the Agreement, the principal is however entitled to cancel the relevant contract, on condition that he informs E.S.T.I.D.A in writing, not affecting E.S.T.I.D.A's right to still carry out the relevant contract within four weeks from receipt of the abovementioned notification. The Principal may insist that E.S.T.I.D.A inform him by return of mail whether or not he will want to make use of this right.
- 5.13 If the principal does not carry out any of its commitment resulting from the Agreement with E.S.T.I.D.A or if it should become apparent during the execution of a contract or after the completion thereof that the principal passed on incorrect details or failed to pass it on, E.S.T.I.D.A shall be entitled to suspend observance of all commitments towards the principal and shall even be entitled to consider all agreements with the principal entirely or partially suspended, without requiring any default notice and/or legal intervention, retaining his right to compensation. That which is payable by the principal to E.S.T.I.D.A, shall become claimable immediately.
- 5.14 Goods returned unjustly to E.S.T.I.D.A shall remain available to and the risk of the principal, possible transport and/or storage charges shall be for his account.
- 5.15 E.S.T.I.D.A is entitled to sub-contract or delegate the contract or parts thereof without notification to or discussion with the principal by external parties not in its employ if the situation in E.S.T.I.D.A's opinion would be beneficial for the proper execution of the contract.
- 5.16 If E.S.T.I.D.A and the principal have agreed on the commencement date and on the commencement date it should become clear that the activities can not commence, E.S.T.I.D.A is entitled to charge waiting hours and/or expenses in all reasonability and fairness.
- 5.17 If E.S.T.I.D.A has goods or information (whether or not manufactured or constructed by E.S.T.I.D.A) of the principal in its keep, E.S.T.I.D.A shall be entitled to keep the goods and/or information under its custody until all expenses E.S.T.I.D.A have incurred in the execution of the contract of the said principal, irrespective whether this contract relates to the abovementioned or to others goods of the principal, has been paid in full by the principal, unless the principal has provided adequate surety to cover these expenses. E.S.T.I.D.A also has the right to retention in case the principal should enter a state of insolvency.
- 5.18 In case of delivery of materials by the principal he shall be obliged to also make the necessary test runs (rejects during manufacturing or processing) available to E.S.T.I.D.A.
- 5.19 E.S.T.I.D.A does not accept any responsibility for possible defects in the supply of materials and/or semi-manufactured articles by the principal.
- 5.20 E.S.T.I.D.A is committed to carry out its assigned activities to the best of its abilities and knowledge, yet it does not accept any responsibility for not realizing the purpose intended by the principal.
- 5.21 If it should become known during the execution of a contract accepted by E.S.T.I.D.A that the contract is not executable due to force majeure or owing to circumstances unknown to E.S.T.I.D.A, E.S.T.I.D.A shall be entitled to insist that the contract be amended as such that the execution shall become possible. The excess or reduced expenses as a result of such an amendment shall be settled between parties, while the principal shall be obliged to compensate E.S.T.I.D.A for the expenses already incurred, for work that proved to be unnecessary.
- 5.22 If the principal has any of E.S.T.I.D.A's materials or tools under its control for the execution of the contract, the principal shall be responsible for these materials and tools. At a loss or following damage, E.S.T.I.D.A shall be entitled to charge the principal for these.
- 5.23 The principal shall be obliged, both towards the E.S.T.I.D.A employees, as well as towards E.S.T.I.D.A to furnish and maintain the locations, equipment and tools with which the activities are to be carried out by the E.S.T.I.D.A employees in such a way, as well as to take such precautions and provide such directions in regards to the performance of the activities that the E.S.T.I.D.A employees shall be protected against physical and material danger as may be reasonably possible considering the nature of the activities.
- 5.24 The principal shall make requirements such as electricity, gas and water as well as other possible available tools necessary for the execution of the contract, freely available.
- 5.25 When a project supplied by E.S.T.I.D.A is taken in use legal and/or economically by principal, the project is considered to have been handed over.
- 5.26 A project is considered to have been produced if the hand-over list is issued and signed by principal in agreement.
- 6. EXCEPTION OF THE DELIVERY PERIOD**
- 6.1 If the progress in the execution of the work is delayed due to the principal or by force majeure on his side, the principal shall be obliged to pay E.S.T.I.D.A proportionately for the already completed part of the contract, as well as pay E.S.T.I.D.A for the expenses already incurred for the entire contract.
- 6.2 The periods agreed to with E.S.T.I.D.A shall never be deemed as final periods by the principal, unless the contrary was specifically agreed to in writing.
- 6.3 Disruptions in the company due to force majeure (force majeure includes amongst others: illness, labour disability, extreme weather conditions, such as wind and frost, war, mobilization, riots, flooding, disrupted shipping and other disruptions in transport, stagnation in, respectively limitations or stoppages of supplies by public utility companies, fire, breakdowns of machinery and other accidents, strikes, exceptions, trade union activities, rendering production impossible, government measures, non-supply of essential materials and semi-manufactured articles to E.S.T.I.D.A by third parties and other unexpected circumstances, also in the country of origin of the materials and/or semi-manufactured articles, disrupting normal business activities and delays the execution of the contract or rendering it reasonably impossible) releases E.S.T.I.D.A of the agreed to term of execution, and the principal shall not be entitled to claim any compensation for expenses, damage or interest.
- 6.4 In case of force majeure, E.S.T.I.D.A shall immediately inform the principal thereof. If the exception of the delivery period is such that the principal can not reasonably be required to comply with the Agreement, the principal is however entitled

to cancel the relevant contract, on condition that he informs E.S.T.I.D.A in writing. This does not affect E.S.T.I.D.A's right to still carry out the relevant contract within four weeks from receipt of the abovementioned notification.

The Principal may insist that E.S.T.I.D.A inform him by return of mail whether or not he will want to make use of this right. Everything is however still subject to the commitment to compensate E.S.T.I.D.A for the part of the contract already carried out.

## 7. COMPLAINTS AND GUARANTEE

7.1 Complaints are only possible in writing and within eight days from the execution of the contract.

E.S.T.I.D.A is not responsible for printing, writing and/or calculation errors and/or ambiguities in tenders, confirmation of the orders and/or prospectuses, neither for the consequences thereof. In a difference of information on tenders, confirmation of the orders or prospectuses, E.S.T.I.D.A's information shall be binding.

7.2 The lack of a part of the delivery does not entitle the principal to reject the entire supplied achievement.

7.3 The principal shall offer all assistance required by E.S.T.I.D.A to investigate the complaint, amongst others by providing sample material, address material, telephone numbers and/or by enabling E.S.T.I.D.A to do an on site inspection, or by doing a telephonic investigation at prospected or otherwise approached addresses on the quality and/or quantity of the supplied performance.

7.4 If E.S.T.I.D.A considers a defect in the supplied goods as legitimate, it shall be entitled to either re-supply free of charge or in mutual discussion grant the principal a discount on the tendered price. In the first instance, the principal shall upon E.S.T.I.D.A's request return the unacceptable goods to them, postage paid.

7.5 E.S.T.I.D.A does not accept any responsibility for any defects caused by or resulting from the actions of the principal or external parties, or by external causes.

7.6 E.S.T.I.D.A does not have any other commitments than those resulting from this chapter. E.S.T.I.D.A shall specifically under no circumstances be held liable for immediate or indirect loss or other consequential damage that may originate due to the non-execution, incorrect or late execution of the contract.

7.7 A complaint concerning specific activities or deliveries shall not affect the payment obligation of the principal concerning this or other activities.

7.8 Defects in small quantities of the supplied goods do not warrant rejection of the entire party. A maximum of 5% of the total quantity is considered to be a small quantity.

7.9 E.S.T.I.D.A shall never be obliged to provide a further guarantee on the supplied goods than the guarantee issued by the manufacturer of the supplied goods to E.S.T.I.D.A. E.S.T.I.D.A shall mention all other warranty conditions in its tender or confirmation of the order.

7.10 E.S.T.I.D.A shall never be required to provide a guarantee on goods issued and/or installed by external parties, unless agreed to otherwise.

7.11 Complaints about discernible defects of the goods supplied by E.S.T.I.D.A shall not be possible other than immediately upon delivery.

7.12 With supply, the principal shall be obliged to inspect the supplied goods upon receipt, and by signing the receipt, the principal confirms that the delivery is correct and carried out completely.

7.13 Leftover quantities are not accepted in return.

7.14 No return is possible with quantity calculations by the principal.

7.15 The principal shall never be able to claim dissolution of an Agreement based on complaints or defects.

## EXCEPTIONS OF GUARANTEES

The guarantee is not applicable:

If defects and/or loss originate because:

- a. incorrect maintenance
- b. incorrect use
- c. wilful neglect
- d. Storms (= wind with greater wind speeds exceeding 26 m/sec.)  
Fire, lightning, flooding, natural disasters and explosion, loss by external parties, vandalism or any foreign cause.
- e. Abnormal pollution of the environment, which includes yet does not limit to aggressive atmosphere, harmful gasses, fumes and/or chemicals.
- f. Saline atmosphere or any other contact with salt water.
- g. Exceptional temperatures, not caused by the climate.  
Defects of a structural nature, including the function of the mechanism and/or loss of connection with the sub-soil.

7.16 Before every procedure, parties undertake to do everything necessary to reach a mutual agreement in any disagreement and/or dispute that may be the result of or that may call on the implementation of the guarantee.

## 8. LIABILITY

8.1 E.S.T.I.D.A shall not be held liability for any loss, no matter what and by what cause it originated, other than owing to intent or gross misconduct to be proven by the principal. In the event of liability, E.S.T.I.D.A shall never be held liable to pay an amount exceeding the invoice amount (VAT exclusive) of the activities to be rendered, or a proportionate part thereof. In case E.S.T.I.D.A is insured for the relevant loss, its liability shall be limited to the amount that shall in the relevant case be disbursed by the insurer by virtue of the policies (for example the Liability Insurance-company policy and/or Car policy).

8.2 The principal is obliged to indemnify E.S.T.I.D.A and to protect them against all compensation claims that external parties may lodge against E.S.T.I.D.A due to a loss arising from the services rendered by E.S.T.I.D.A.

8.3 If a principal acts on behalf of two or more natural or legal entities, these persons are each individually responsible for the observance of the commitments resulting from the Agreement.

8.4 E.S.T.I.D.A is also entitled to communicate with the principal and external parties by using communication means like for example internet, E-mail and GSM; E.S.T.I.D.A can not be held liable for infringement by external parties. E.S.T.I.D.A shall not be held liable for possible losses suffered by principal as a consequence of such an infringement in communication.

8.5 Recommendation is offered by E.S.T.I.D.A to its best knowledge and in good faith, yet it does not accept any liability for loss or damage, direct or indirectly resulting from the content of the advice given by it.

8.6 E.S.T.I.D.A only does not accept liability for errors or defects as a result of the supply by principal of incorrect details, or as a result of details not processed that were not specifically passed on or made available to E.S.T.I.D.A.

8.7 Under no circumstances shall E.S.T.I.D.A be held responsible for any resulting immediate or indirect loss, other than owing to intent or gross misconduct, to be proven by principal.

8.8 E.S.T.I.D.A shall not be held liable for consequential damage, such as damage consisting of lost profit or reduced output of the principal or the principal's client.

8.9 E.S.T.I.D.A accepts no liability for polluted soil, hidden asbestos and/or other chemicals, either upon acceptance, implementation or delegation of the works.

- 8.10 E.S.T.I.D.A accepts no liability in case of expansion, shrinking or seam formation caused by too dry air or excessive humidity, with irregular ventilation (e.g. with long-term absence) from the areas in which the activities are performed.
- 8.11 If E.S.T.I.D.A makes equipment or tools available to external parties, E.S.T.I.D.A does not accept any liability for loss caused by the user to whom the equipment and/or tools are loaned.
- 8.12 E.S.T.I.D.A accepts no liability for irregularity in floors, walls and ceilings, unless agreed to otherwise.
- 8.13 E.S.T.I.D.A accepts no liability if principal demands that certain activities be carried out against E.S.T.I.D.A's advice.
- 9. RETENTION OF OWNERSHIP**
- 9.1 Despite the actual delivery, ownership of the goods to be supplied shall only pass on to the principal if he has complied with all consecutive commitments from all agreements entered into with E.S.T.I.D.A:
- The compensation with regard to supplied goods;
  - the compensation with regard to services rendered by E.S.T.I.D.A by virtue of de Agreement(s) :
  - Possible claims due to non-observance by principal of (an) agreement(s).
- 9.2 E.S.T.I.D.A is at all times entitled to collect the goods supplied from principal or his retainers if the principal does not comply with his commitments towards E.S.T.I.D.A. The principal shall to this end offer his co-operation, subject to a fine of € 500.00 (in words: Five hundred Euro) for every day that the default remains.
- 9.3 E.S.T.I.D.A shall be allowed to take photos of the projects whether or not supplied by third parties and to use these photos for promotional purposes.
- 9.4 E.S.T.I.D.A shall retain the copyright of the designed or generated designs, drawings and calculations also when the principal awarded a contract on this.
- 9.5 The principal is obliged to only use the supplied designs, documentation, drawings, drafts and calculations for own use and not to make this available to third parties, in any way at all, either against compensation or for free, to neither act negligently in any way causing external parties to gain access to these.
- 9.6 Designs, models, drawings, procedures, advice, etc. originating from E.S.T.I.D.A or shown on the E.S.T.I.D.A website become and shall remain both before and/or during the execution of the contract and thereafter specifically and exclusively inalienable property of E.S.T.I.D.A, this irrespective the share in the establishment of the designs, drawings, working methods, advice, etc, of the principal or of appointed third parties. The execution of these rights - including disclosure or transfers of details - shall be reserved exclusively and specifically for E.S.T.I.D.A both during and after the execution of the contract.
- 10. PAYMENTS**
- 10.1 If the execution of contract covers a period exceeding a month or if the amount involved in the contract in the opinion of E.S.T.I.D.A qualifies, they can claim payment or an advance, or payment in instalments. E.S.T.I.D.A is entitled, irrespective of the agreed to payment conditions, to require adequate security for payment or to require this during the execution of a contract.
- 10.2 All payments should be made within eight days from date of invoice, net without any deductions in Euro currency, unless agreed to otherwise.
- 10.3 If a credit period exceeding eight days from date of invoice are allowed, or if this is taken up unjustly, the principal shall be liable to pay interest on the invoice amount at 1% per month or part of a month. If and for as far as the due statutory interest is higher or lower than the abovementioned percentage, the statutory interest shall be calculated.
- 10.4 All expenses, both legal and extra-judicial proceedings, that E.S.T.I.D.A must incur to implement its rights, are accountable to the principal. These expenses amount to at least 15% of the relevant amount with a minimum of € 125.00 (in words: one hundred and twenty five Euros).
- 10.5 If the principal awards the contract to E.S.T.I.D.A in sub-contract, the principal shall cede to E.S.T.I.D.A claim(s) acquired on this transaction on external parties upon first request by E.S.T.I.D.A. The principal now already grants E.S.T.I.D.A the irrevocable power of attorney to proceed with the collection of the relevant claim(s).
- 10.6 Irrespective of what has been determined with regard to the payment period under section 2 of this article, E.S.T.I.D.A is entitled to demand cash payment, or to expect that the principal provides a guarantee for the payment (bank guarantee), or to pay an amount to be determined by E.S.T.I.D.A in advance.
- 10.7 A complaint concerning specific activities shall not affect the payment obligation of the principal concerning these activities or other activities.
- 10.8 Periodic payment: the preparation of the instalment invoice takes place based on the submitted work reports. If instalment payments were agreed to between parties, this must always be paid not later than eight days from the date on which E.S.T.I.D.A has sent the relevant instalment invoice to the principal in accordance with the agreement. If the principal defaults on the periodic payment, E.S.T.I.D.A is entitled to stop with the relevant work until such time as the payment is complied with, on condition that he has notified the principal of his default in writing and seven days have expired after the day of the default notice. The specifications in the previous sentence, entitles E.S.T.I.D.A to compensation of expenses and damage, according to points 10.3 and 10.4 of these general conditions.
- 11. ADDITIONAL CONDITIONS**
- 11.1 The principal shall provide E.S.T.I.D.A with the necessary water, electricity, gas, canteen area and if present, sanitary facilities, free of charge.
- 11.2 The principal shall provide free access or entrance to facilitate the activities to be rendered.
- 11.3 The principal shall provide a flat, dry and clean (free of lime, cement and loose parts) obstacle-free sub-soil of the areas, if this is lacking, E.S.T.I.D.A shall charge excess costs.
- 11.4 If E.S.T.I.D.A is ordered to draw up a damage report and thereafter the contract is not awarded to E.S.T.I.D.A, E.S.T.I.D.A shall be entitled to charge 10% of the loss amount to the principal.
- 11.5 If the principal signs a car policy for a relevant project, E.S.T.I.D.A shall automatically be co-insured and the deductible excess of the car policy can not be claimed from E.S.T.I.D.A.
- 11.6 E.S.T.I.D.A can never be held liable for the selection of the buyer and/or customer of a non-modified material and/or a non-modified finish in view of later use or application of the purchased material. The customer and/or buyer decide absolutely autonomous which product and which finish he requires, therefore the buyer and/or customer shall not be able to hold E.S.T.I.D.A liable in case of an unacceptable result of the end product.
- 11.7 If E.S.T.I.D.A carries out activities as a sub-contractor, the principal shall take care of waste containers, suitable for separating waste and/or off-cut material. Individuals must take care of the removal of their own waste material, unless agreed to otherwise.
- 12. DISPUTES**

- 12.1 A dispute is in place as soon as a party declares this to be the case.
- 12.2 Only Dutch law shall be applicable on all E.S.T.I.D.A agreements and transactions with the principal.
- 12.3 All disputes, no matter what, shall be subject to the jurisdiction of the Dutch judge, with the exception of all other arbitral, advisory and passing judiciary bodies.
- 13. FINAL STIPULATION**
- 13.1 In all cases in which these general conditions do not provide, the resolution shall rest exclusively with E.S.T.I.D.A.