

GENERAL CONDITIONS FOR SERVICES OF:

Marvia BV. Johan Huizingalaan 763 A 1066 VH Amsterdam hereinafter referred to as: the user

Article 1 Definitions

1. In these terms and conditions, the following terms have the following meanings unless expressly stated otherwise. User: the user of the general requirements. Client: the user's counterparty.
Agreement: the agreement for the provision of services.

Article 2 General

1. These conditions apply to every offer, quotation and agreement between the user and acient to which the user has declared these conditions applicable, insofar as these conditions have not been deviated explicitly and in writing by the parties.
2. These conditions also apply to all agreements with the user, for the implementation of which third parties must be involved.
3. Any deviations from these general terms and conditions are only valid if expressly stated have been agreed in writing.
4. The applicability of any purchase or other conditions of the client expressly rejected.
5. If one or more of the provisions in these general terms and conditions are null or void Should the other provisions of these general terms and conditions remain in full application.

User and client will then enter into consultation in order to replace new provisions of the void or nullified provisions to be agreed, whereby if and for as much as possible the purpose and intent of the original provision are observed.

(See also: Explanation by article under 1).

Article 3 Offers and quotations

1. All offers are without obligation, unless the offer contains a term for acceptance.
2. The offers made by the user are without obligation; they are valid for 30 days unless otherwise indicated. User is only bound by the offers if the acceptance thereof by the the other party will be confirmed in writing within 30 days, unless stated otherwise.
3. The prices in the aforementioned offers and quotations are exclusive of VAT and other levies of government, as well as any costs to be incurred under the agreement, including shipping and handling costs, unless otherwise indicated.
4. If the acceptance differs (on minor points) from the offer included in the quotation user not bound to it. The agreement will then not come in accordance with this derogation acceptance established, unless user indicates otherwise.
5. A compound quotation does not oblige user to perform part of the assignment at a corresponding part of the stated price.
6. Offers or quotations do not automatically apply to future assignments. (Also see: Explanation by article under 2).

Article 4 Execution of the agreement

1. The user will perform the agreement to the best of his knowledge and ability and in accordance with the requirements of good perform craftsmanship. All this on the basis of the current state of science.

2. If and insofar as required for the proper execution of the agreement, the user has the right to have certain activities performed by third parties.
3. The client ensures that all data, which the user indicates is necessary or which the client should reasonably understand to be necessary are provided to the user in time for the execution of the agreement. If the for the the necessary information has not been provided to the user in the performance of the agreement user the right to suspend the execution of the agreement and / or the delay to charge the client for additional costs arising from the usual rates bring.
4. User is not liable for damage, of whatever nature, because user has assumed incorrect and / or incomplete information provided by the client, unless this is incorrect or incompleteness should be known to the user.
5. If it has been agreed that the agreement will be executed in phases, the user can suspend implementation of those parts that belong to the next phase until the client has approved the results of the preceding phase in writing.
6. If by user or third parties engaged by user in the context of the assignment activities are performed at the location of the client or by a client designated location, the client will take care of the employees within reason desired facilities.
7. The client indemnifies the user against any claims by third parties that are related to the performance of the agreement suffer damage and which is attributable to the client. (See also: Explanation by article under 3).

Article 5 Changes to the agreement

1. If during the execution of the agreement it appears that it is for a decent implementation is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in time and in mutual consultation.
2. If the parties agree that the agreement will be changed or supplemented, the time of completion of the performance are affected. User will notify the client as soon as possible possibly inform you of this.
3. If the amendment of or supplement to the agreement has financial and / or qualitative consequences user will inform the client in advance.
4. If a fixed fee has been agreed, the user will indicate to what extent the an amendment or addition to the agreement will result in this fee being exceeded.
5. Contrary to paragraph 3, the user will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to the user.

Article 6 Contract duration;

1. The agreement between the user and a client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or the parties expressly and in writing differently agree.
2. Within the term of the contract for the completion of certain activities is one term agreed, then this is never a strict deadline. When exceeding the the client must therefore give the user notice of default in writing. (See also: Explanation by article under 3).

Article 7 Fee

1. Parties can agree a fixed fee when the agreement is concluded.
2. If no fixed fee is agreed, the fee will be determined on the basis of hours actually spent. The fee is calculated according to the usual hourly rates of the user, valid for the

period in which the activities are carried out unless a different hourly rate has been agreed.

3. The fee is and any cost estimates are exclusive of VAT.

4. For orders with a duration of more than three months, the costs due will be periodic will be charged.

5. If the user agrees a fixed fee or hourly rate with the client, the user is nevertheless entitled to increase this fee or rate.

6. Furthermore, the user is entitled to pass on price increases if it occurs between the time of offer and delivery, rates with regard to eg wages have increased.

7. In addition, the user may increase the fee when performing the work shows that the originally agreed or expected amount of work in such a degree was insufficiently estimated at the conclusion of the agreement, and this was not is attributable to the user, that the user cannot reasonably be expected of the perform agreed work at the originally agreed fee.

In that case, the user will inform the client of the intention to increase the fee or inform rate. User will thereby specify the size and date on which the increase will be enter, mention.

(See also: Explanation by article under 4).

Article 8 Payment

1. Payment must be made within 30 days after the invoice date, to be indicated by the user in the currency in which it was declared. Suspend objections to the amount of the statements payment obligation not on.

2. If the client fails to pay within the period of 30 days then the client is in default by operation of law. The client then owes interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest applies. Interest the amount due will be calculated from the moment the client is in default until the moment of payment of the full amount.

3. In case of liquidation, bankruptcy, attachment or suspension of payment of the client, the claims of user on client immediately due and payable.

4. User has the right to have the payments made by the client go into the first place in order to reduce the costs, then to reduce the interest still due and finally in reduction of principal and accrued interest. User can, without being in default, refuse an offer for payment, if the the client designates a different order for the allocation. User can refuse full payment of the principal sum, if not also the vacant and accrued interest as well as the costs are paid.

5. User has the option to charge a credit limitation surcharge of 2%. This one surcharge is not due if paid within 7 days of the invoice date.

(See also: Explanation by article under 5).

Article 9 Retention of title

1. All goods delivered by the user, including any designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of the user until the the client is all the following obligations from all agreements concluded with the user fulfilled.

2. The client is not authorized to pledge the goods that are subject to retention of title nor to object in any other way.

3. If third parties seize the goods or rights delivered under retention of title

wanting to establish or assert on this, the client is obliged to use the user as soon as reasonably may be expected to be informed thereof.

4. The client undertakes to insure the goods delivered under retention of title and insured against fire, explosion and water damage as well as against theft and the policy of to make this insurance available for inspection upon first request.

5. Goods delivered by the user, which under paragraph 1 of this article stipulate under the retention of title may only be in the context of normal business operations resold and never used as a means of payment.

6. In the event that the user wishes to exercise his property rights referred to in this article, the client already gives unconditional and irrevocable consent to the user or by this user designate third parties to enter all those places where the user's property is located and take those things back.

Article 10 Collection costs

1. Is the client in default or in default with the fulfillment of one or more of its obligations, then all reasonable costs to obtain payment out of court will be for the account of client. If the client fails to pay a sum of money on time, then he forfeits an immediately payable fine of 15% on the amount still owed. This with a minimum of € 50.00.

2. If user has incurred higher costs, which were reasonably necessary, will also come these for reimbursement.

3. Any reasonable judicial and execution costs incurred are also for the account of client.

4. The client owes interest on the collection costs incurred. (See also: Article by article explanation under 6).

Article 11 Research, complaints

1. Complaints about the work performed must be submitted by the client within 8 days discovery, but no later than 14 days after completion of the relevant activities in writing to be reported to the user. The notice of default must be as detailed as possible of the shortcoming, so that the user is able to respond adequately.

2. If a complaint is well-founded, the user will still carry out the work such as agreed, unless this has become demonstrably pointless for the client. This the latter must be made known in writing by the client.

3. If it is no longer possible or useful to perform the agreed work, the user will only be liable within the limits of article 15.

(See also: Explanation by article under 7).

Article 12 Cancellation

1. Both parties can terminate the agreement in writing within the agreed terms of the contract.

2. If the agreement is prematurely terminated by the client, the user is entitled to compensation due to the occupation loss that can be made and can be made plausible, unless there are facts and circumstances underlying the termination that are attributable to the user. Furthermore the client is then obliged to pay the invoices for the work done up to that time activities. The preliminary results of the work carried out up to that time will therefore be made available to the client subject to change.

3. If the agreement is prematurely terminated by the user, the user will consult with to ensure the transfer of work yet to be performed to third parties, unless there is

facts and circumstances underlying the termination that are attributable to the client to be.

4. If the transfer of the work involves additional costs for the user, these will be charged to the client.

(See also: Explanation by article under 8).

Article 13 Suspension and dissolution

1. The user is authorized to suspend the fulfillment of the obligations or to terminate the agreement dissolve if:

- The Client does not or not fully comply with the obligations under the agreement.
- after closing the agreement brought to the user 's knowledge gives good grounds to fear that the the client will not fulfill the obligations. If there is good ground to fear that the the client will only partially or not properly perform, the suspension is only permitted insofar as the shortcoming justifies it.
- client when concluding the agreement has been requested to provide security for the fulfillment of his obligations under the agreement and these no certainty or insufficient.

2. Furthermore, the user is authorized to dissolve the contract or have it dissolved if circumstances arise occur which are of such a nature that fulfillment of the agreement is impossible or according to standards of reasonableness and fairness can no longer be required or if otherwise circumstances arise of such nature that unaltered maintenance of the agreement cannot reasonably be expected.

3. If the agreement is dissolved, the user's claims on the client immediately due and payable. If user suspends fulfillment of the obligations, he retains his claims under the law and agreement.

4. The user always reserves the right to claim compensation. (See also: Article by article explanation under 9).

Article 14 Return of goods made available

1. If user makes goods available to client during the execution of the agreement the client is held the delivered goods in original condition, free of charge, within 14 days of defects and to be returned in full. If the client does not fulfill this obligation, all will be responsible for any resulting costs.

2. If the client, for whatever reason, remains in default after a reminder to that effect with the obligation mentioned under 1., the user has the right to the resulting damage and recover costs, including the costs of replacement, from the client.

Article 15 Liability

1. If user is liable, then this liability is limited to what is in this determination is arranged.

2. If user is liable for direct damage, then that liability is limited to a maximum of twice the invoice amount, at least that part of the assignment on which the liability, at least up to a maximum of € 1.000 (Say: One thousand euros). Liability is at all times limited to a maximum of the amount charged by the insurer from the user to be paid in any event.

3. Contrary to the provisions under 2. of this article, an assignment with a longer period term than six months, liability is further limited to it over the last six months fee due.

4. Direct damage exclusively means:

- the reasonable costs for determining the cause and extent of the damage, insofar as the

determination relates to damage within the meaning of these conditions;

- any reasonable costs incurred due to the faulty performance of the user in the agreement

to have them answered, unless these cannot be attributed to the user; - reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to a limitation of direct damage as referred to in this general requirements.

5. The user is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption.

6. The limitations of liability for direct damage included in these conditions do not apply if the damage is due to intent or gross negligence of the user or his subordinates.

(See also: Explanation by article under 10).

Article 16 Indemnities

1. The client indemnifies the user against claims from third parties with regard to rights of intellectual property on materials or data provided by the client, which are with the implementation of the agreement.

2. If the client provides the user with information carriers, electronic files or software, etc. provided, it guarantees that the data carriers, electronic files or software are free from viruses and defects.

Article 17 Transfer of risk

1. The risk of loss or damage to the items that are the subject of the agreement is assumed client at the moment when these become legal and / or factual to client delivered and thereby under the control of the client or of a client to be designated third parties.

(See also: Explanation by article under 11).

Article 18 Force majeure

1. Parties are not obliged to fulfill any obligation if they are hindered to do so due to a circumstance that is not due to guilt, nor under the law, they are responsible for a legal transaction or opinions held in circulation.

2. Force majeure in these general terms and conditions is understood to mean in addition to that in the law and jurisprudence is understood, all external causes, foreseen or unforeseen, to which user cannot exert influence, but as a result of which user is unable to fulfill its obligations come. This includes strikes in the user's company.

3. User also has the right to invoke force majeure if the circumstance that (further) prevents fulfillment, occurs after the user should have fulfilled his obligations.

4. During the period that the force majeure continues, the parties can fulfill the obligations under the suspend agreement. If this period lasts longer than two months, each of the parties entitled to dissolve the agreement, without obligation to compensation for damage to the other party.

5. Insofar as the user has become partial at the time of the occurrence of force majeure obligations under the agreement have been fulfilled or will be able to fulfill, and have fulfilled the respective part of independent value accrues, the user is entitled to do so already to declare the fulfilled or to be fulfilled part separately. Client is obliged comply with this declaration as if it were a separate agreement.

(See also: Explanation by article under 12).

Article 19 Confidentiality

1. Both parties are required to maintain the confidentiality of all confidential information that they provide under have obtained their agreement from each other or from another source. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.
2. If, on the basis of a legal provision or a court decision, the user is obliged Confidential information to third parties designated by law or competent court and the user cannot invoke a statutory or competent authority in this regard judge recognized or permitted right of refusal, user is not obliged to compensation or compensation and the other party is not entitled to dissolve the agreement on the ground of any damage caused by this.

Article 20 Intellectual property and copyrights

1. Without prejudice to the other provisions in these general terms and conditions, the user reserves the right to rights and powers accrue to that user under the Copyright Act.
2. All documents provided by the user, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are intended for use only by the client and may not become the user without prior permission from the user reproduced, published, or brought to the attention of third parties, unless the nature of the documents provided otherwise.
3. User reserves the right to perform the work use increased knowledge for other purposes, if not confidential information is brought to the attention of third parties.

Article 21 Samples and models

1. If a sample or model is shown or provided to the client, the presumption becomes only as an indication, unless it is expressly agreed that the product to be delivered will agree with that.
2. In the case of an assignment relating to immovable property, mention of the surface or other dimensions and indications also presumed to be intended only as indications, without it the product to be delivered need to meet this.

Article 22 Non-takeover of personnel

1. The client will continue for the duration of the agreement as well as one year after termination of this, in no way, except after good business consultations have taken place with user, employees of user or of companies on which user performs this contract has appealed and are or have been involved in the implementation of the contract, employ or otherwise allow it to work for itself, directly or indirectly.

Article 23 Disputes

1. The judge in the place of business of the user has exclusive jurisdiction to hear disputes unless the subdistrict court has jurisdiction. Nevertheless, the user has the right to settle the dispute to the competent court according to the law.
2. Parties will only appeal to the courts after they have made every effort settle a dispute by mutual agreement.
(See also: Explanation by article under 13).

Article 24 Applicable law

1. Dutch law applies to every agreement between the user and the client.

Article 25 Change, explanation and location of the conditions

1. These conditions have been filed at the office of the Chamber of Commerce in Amsterdam.
2. In case of explanation of the content and scope of these general terms and conditions, the Dutch text always decisive.
3. The most recently filed version or the version that applied at the time of the application shall always apply conclusion of the agreement.