



MSI INTERNATIONAL BV TERMS AND CONDITIONS
M.F. van der Erve, acting on behalf of MSI International bv (Dutch trade register no. 66022797).

DEFINITIONS:

Customer: the buyer/client; MSI bv: Mr M.F. van der Erve,
acting on behalf of MSI International bv (Dutch trade register no. 66022797).
Tiles: cementitious, pressed, extremely thin 8-mm light flexible tiles produced by MSI bv.

ARTICLE 1. AGREEMENTS

1. All offers and price lists are without obligation, unless explicitly stated otherwise. MSI bv may withdraw any offer, unless a term has been specified in the offer and this term has not expired yet.
2. These terms and conditions also apply if Customer has accepted them in previous agreements with MSI bv. Customer accepts the applicability of these terms and conditions to future agreements with MSI bv.
3. Agreements are made by accepting the offer made by MSI bv. If MSI bv did not make an offer, an agreement is first made after written confirmation by MSI bv. If such confirmation is not given, the agreement shall take effect after a term of fourteen days as far as MSI bv's actions within that term make it apparent that MSI bv has accepted the agreement.
4. If the correctness of the written confirmation is not contested, also in writing, within eight (8) days, it shall be binding for both MSI bv and Customer.
5. If Customer is in default, MSI bv has the right to suspend its obligations under the agreement or to dissolve the agreement, partially or in whole.
6. MSI bv has the right to dissolve the agreement or suspend its obligations if Customer (i) files a petition in bankruptcy, (ii) applies for debt rescheduling under the Dutch Debt Rescheduling Act for Natural Persons [WSNP], (iii) ceased their activities, or (iv) if Customer's properties are garnished for the benefit of MSI bv.

ARTICLE 2. PRICE CHANGES

1. Within two (2) months after making the agreement, price increases for materials to order shall be borne by MSI bv, except for increases due to government measures.
2. MSI bv may transfer any price increases made after this term to Customer, which shall not give Customer the right to dissolve the agreement.

ARTICLE 3. PAYMENT

1. MSI bv's invoices must be paid within 30 days after the invoice date. When exceeding this term, the client is automatically in default and shall pay a composed delay interest of 1.5% per month.
2. MSI bv has the right to demand a down payment or advance from Customer.



3. If MSI bv takes collection measures against the defaulting client, both the judicial and extrajudicial costs of that collection shall be borne by Customer. The extrajudicial costs shall be due at the moment that Customer is in default.
4. The extrajudicial costs shall be calculated as follows:

15% of the principal amount of the demand on the first € 2500	minimum € 40 maximum € 375
10% of the principle amount of the demand on the next € 2500	maximum € 250
5% of the principle amount of the demand on the next € 5000	maximum € 250
1% of the principle amount of the demand on the next € 190.000	maximum € 1.900
0,5% on the remaining part of the principle amount	total maximum collection costs € 6.775

5. Customer has no right to suspend or deduct any payment.

ARTICLE 4. DELIVERY TERM

1. Delivery term of materials to order shall mean the term specified in the agreement. The delivery term is understood to be agreed as an estimate, unless a fixed term is explicitly specified.
2. If MSI bv exceeds the agreed estimate delivery term, Customer can declare MSI bv in default in writing. If MSI bv has not delivered the materials within three (3) weeks after proof of default, Customer shall have the right to dissolve the agreement, without having to pay any resulting damages.
3. The delivery term shall start on the date the agreement is made, but not before receipt of the agreed down payment.

ARTICLE 5. INSPECTION

Upon delivery and before processing or assembly, Customer must inspect the materials for version, number of pieces, dimensions, colour and possible damage. Any faults must be reported to MSI bv immediately, or at least within five (5) working days.



ARTICLE 6. DELIVERY AND RETENTION OF TITLE

1. Delivery occurs on an 'ex works' basis. This means that MSI bv meets its delivery obligation when it makes the goods available to Customer on the property of MSI bv or another place as agreed (e.g. workshop, factory, depository, etc.) Customer shall bear all costs and risks in relation with the transport of the goods from the moment of delivery.
2. If MSI bv provides transport on Customer's request, Customer shall bear the costs and risks of such transport.
3. As long as not all MSI bv's invoices have been paid in full, all delivered Tiles remain the property of MSI bv (extended retention of title).
4. MSI bv has the right to take back delivered materials if Customer is in default. The costs related to this withdrawal shall be borne by Customer.

ARTICLE 7. TILES

1. Samples showed are average samples.
2. One square meter of Tiles shall mean the number of Tiles indicated by MSI bv.
3. Variations in shade and colour are in the nature of (the production process of) the Tiles, and can never be a ground for (legal) claims based on non-conformity.
4. MSI bv does not place the tiles. The placement of the tiles shall be at the risk of Customer and/or end user. Customer indemnifies MSI bv against end user's claims relating to this.
5. crazes and/or cracks in the Tiles may be caused by differences in voltage and by an uneven surface. MSI bv does not give any warranty against crazes or cracks. Crazes or cracks produced when placing the tiles are no ground to claim damages.
6. Customer accepts a 2% defect rate as a result of hidden faults. Customer shall have to prove that the defect is not the result of a hidden fault.

ARTICLE 8. FORCE MAJEURE

1. Parties shall not be bound by any obligation if they are unable to comply with it due to a circumstance for which they cannot be blamed, and for which they do not bear the risk according to the law, a legal act or the general opinion. In case of a non-imputable shortcoming, the party concerned shall immediately notify the other party in writing, and produce the required evidence.
2. In addition to the provisions of the law and jurisprudence, force majeure includes but is not limited to all external causes, foreseen or unforeseen, on which MSI bv cannot exert any influence and due to which MSI bv is unable to comply with its obligations. This includes strikes at the company of MSI bv. When the agreement relates to the delivery of a test, MSI bv shall have to prove that the concrete circumstances are not unreasonably tiresome.
3. Parties can suspend the obligations under the agreement for the duration of the force majeure, without having to pay the other party any damages. If this period is longer than two months, both parties have the right to dissolve the agreement effective immediately and extrajudicially by registered letter, without having to pay the other party any damages.



4. As far as MSI bv has partly met its obligations under the agreement when the force majeure presents itself, or will be able to meet them, and the part of the obligations complied with or to be complied with has an independent value, MSI bv has the right to charge Customer for the part complied with or to be complied with. Customer shall be bound by such an invoice as if it were a separate agreement.

ARTICLE 9. LIMITATION OF LIABILITY

1. MSI bv is not liable for damage, unless it is the result of a gross fault by MSI bv. In that case, MSI bv's liability shall be limited to the value of the invoice with regard to the project where the damage occurs.
2. MSI is not liable for any consequential damage, and Customer indemnifies MSI bv against claims by third parties with regard to consequential damage.
3. Customer shall limit their liability towards their customers accordingly.

ARTICLE 10. INTELLECTUAL PROPERTY

1. MSI bv holds the intellectual property rights to the production process, the design and the colour of the Tiles, and these rights shall not be transferred by selling the Tiles.
2. Customer is not permitted to use MSI bv's intellectual property rights, unless MSI bv grants a licence.

ARTICLE 11. APPLICABLE LAW AND DISPUTES

1. All offers and agreements between Customer and MSI bv are governed by Dutch law and fall under Dutch jurisdiction.
2. Disputes shall be settled exclusively by the competent judge of the district court of Amsterdam, Netherlands, on the understanding that MSI bv has the right to refer a matter to another competent judge.
3. These Terms and Conditions apply to all offers and agreements, unless agreed otherwise in writing and before making the agreement.

ARTICLE 11. FINAL PROVISIONS

1. The headings of the articles are meant only to improve the legibility. No rights can be derived from these headings.
2. If one or more provisions are declared null, this will be without prejudice to the applicability of the other conditions.
3. If the agreement and these terms and conditions regulate the same subject, the provisions of the agreement shall prevail.
4. MSI bv shall always have the right to change these Terms and Conditions.