

General Offer, Sales, Supply and Payment Conditions of the Dutch Society of Musical InstrumentMakers

1 The Applicability of the Conditions

- 1.1 These conditions are, solely and exclusively, applicable to all agreements between principals and members of the Dutch Society of Musical Instrument Makers, after this called the NVMM.
- 1.2 Agreements deviating from these conditions are only binding, if and when these agreements are emphatically in writing confirmed by the NVMM.
- 1.3 By concluding an agreement, the principal makes known to have accepted the General Offer, Sales, Supply, and Payment conditions of the NVMM.

2 Offers

- 2.1 All Offers are without any obligation, unless a specific period of validity is designated in written terms by the NVMM.
- 2.2 All prices are including V.A.T., unless otherwise explicitly stated by the NVMM.
- 2.3 The price stated in the offer is based upon various cost factors, such as for instance the purchase cost of materials, wages, interest on the capital market, exchange rates, etc. When through circumstances, after the offer but before delivery, market values related to the above mentioned have increased, the NVMM then has the right to charge up these increases with reason to the price. With due observance of the applicable existing prescribed rules of law.
- 2.4 If and when, after an agreement has been effected, other circumstances occur than specified in art. 2.3 that have an influence on the price of the yet to be delivered products, the principal then is empowered to cancel the agreement, and that within the term of fourteen days after he has been informed of the new price, or of which in all reasonableness he could have taken notice.
- 2.5 All prices stated by the NVMM are done so in Dutch guildens.

3 Delivery

- 3.1 Delivery takes place from the workshop. The costs and risks of transport are the responsibility of the principal, unless specifically and in written form otherwise agreed.
- 3.2 The term "delivery time", when specified in an agreement by the NVMM, should be interpreted as a prognosis. Any eventual transgression of this "delivery time" does in no way confer any rights on the principal. Agreements over a delivery date that are binding between the principal and the NVMM must be separately and specifically stipulated in the agreement.
- 3.3 When according to an agreement the NVMM can deliver in separate parts, then must each part be considered a separate transaction with all the thereby associated legal consequences.
- 3.4 If and when sold and paid goods resulting from a fixed agreement between the principal and the NVMM, after being offered to the principal, are not accepted by the same,
a: these goods will remain for a period of maximum six months in storage at his disposal.
b: all costs of storage, preservation, and risks are chargeable to the principal.
c: the NVMM reserves the right to dissolve the agreement.
- 3.5 If and when any delivery, due to uncontrollable circumstances, cannot take place in a normal and uninterrupted manner, the NVMM then reserves the right to charge the principal with any consequent surplus costs.
- 3.6 By 'uncontrollable circumstances' are meant, regarding these conditions: every circumstance, irrespective of the control of the NVMM, which temporarily or permanently obstructs the observance of the agreement.
In the event of uncontrollable circumstances, the NVMM can:
a: bill eventual extra charges to the principal
b: lengthen the delivery time, even when laid down by agreement, by the duration of the uncontrollable circumstances.
c: dissolve the agreement in as far as it has not yet been concluded, without any remuneration for eventual damages.

4 Payment

- 4.1 Payment shall be made cash on delivery, and without settlement, unless otherwise agreed upon in writing. Retail sales take place exclusively on a cash basis.
- 4.2 The NVMM has the power to charge downpayments. The amounts, and the periods in which the downpayments are to be made, are to be settled between the principals and the NVMM in the agreements.
- 4.3 If and when payment has not been made within the period set down in the agreement, the principal remains liable by law. The NVMM is entitled, regardless of whether any liability therefore as yet has been exacted, to a remuneration of 1.5% interest per month, reckoned from the expiration date of the period.
- 4.4 All costs made, due to the collection of both legal and extralegal claims, are chargeable to the principal.
- 4.5 The extralegal costs amount to at least 15% of the sum owed, including the aforesaid interest.

5 Guarantee

- 5.1 Considering the following stated provisions, the guarantee, as far as matters provided by the NVMM are concerned, shall be arranged by agreement.
- 5.2 A guarantee claim can only be made within the agreed-upon guarantee period.
- 5.3 The guarantee on parts supplied by the NVMM that have not been fabricated by the NVMM remains limited to the guarantee that the NVMM itself has received from the respective supplier.
- 5.4 The guarantee covers no more than the repair without charge of the faults that have occurred in the goods supplied, or the supply without charge of new parts, on the understanding that the NVMM is never responsible for any damage suffered by the principal.
- 5.5 No claim on the guarantee can be made:
a: If the supplied goods have been used in an incompetent manner.
b: if there has been a lack of normal care such as maintenance, climate control, position or installation, improper transport etc., all of which to be understood in the broadest significance.
- 5.6 The NVMM has at all times the right to delegate activities that are designated by the guarantee to a third party. This shall have no influence at all upon the obligations between the principal and the NVMM.
- 5.7 If and when, according to the principal, the NVMM does not, or not sufficiently, comply with eventual obligations concerning the guarantee the principal can make a plea with the Commission of Disputes of the NVMM, according to art.10.

6 Property Qualifications

- 6.1 After delivery, the delivered goods remain the property of the NVMM until the moment when the principal has completely fulfilled his obligations drawn up under the respective agreement.
- 6.2 The principal is obliged, in the event that he does not fulfill the obligations stipulated under the respective agreement, now and in the future, to render complete assistance so that we shall be able to take back the respective goods.
- 6.3 The principal has the right to resell or to use for manufacturing purposes the goods delivered by the NVMM. However, as long as any of the goods delivered has not been paid, the principal does not have the right to pawn the goods to a third party, to use as security or, under any name at all, to transfer to a third party as security.
- 6.4 In the event that unpaid, or incompletely paid, goods are resold, the principal is now obliged to hand over to the NVMM the future compensation incurred through the sale.
- 6.5 The principal who does not fulfill his obligations drawn up under the respective agreement is obliged to return the goods, as referred to in art.6.3, to us on demand.
- 6.6 Agreements pertaining to exchange of goods must be specifically and separately stipulated in the agreement. These goods to be exchanged must upon transference be in the same condition as at the moment of the signing of the agreement.

7 Liability for Damages

- 7.1 The NVMM is not responsible for direct or indirect damage ensued because of that which is supplied by the NVMM.
- 7.2 Agreements with subordinates of the NVMM are only binding when these agreements are confirmed in writing by the NVMM.
- 7.3 The NVMM does not accept any responsibility at all for faults or shortcomings in information made available by the principal or by a third party.
- 7.4 The eventual liability of the NVMM shall never exceed the total sum of the invoice value of the faulty articles.

8 Complaints

- 8.1 Complaints pertaining to that which is supplied must be presented in writing and justly motivated within eight days to the NVMM. In the event of foreign deliveries, the aforementioned period shall be lengthened to include the time that the international postal service normally needs to deliver a postal matter in the Netherlands.
- 8.2 Complaints pertaining to visible faults must be reported to the NVMM within 48 hours after delivery.
- 8.3 Complaints pertaining to nonvisible faults must be reported in writing within the appointed guarantee period, yet as soon as possible after the principal has noticed it, or should normally have noticed it. Every claim against the NVMM expires when the periods are exceeded.

9 Cancellation, Postponement, and Annulment

- 9.1 In the event of cancellation by the principal due to whatever cause, the NVMM reserves the right to require compliance.
- 9.2 If and when the NVMM agrees to a cancellation, as well as in the case of the annulment of the agreement, the NVMM retains the right to charge the principal with all the costs thus far made, as well as at least 20% of the sum involved in the agreement, on account of loss of profit. All this with a minimum amount of !.....
- 9.3 The NVMM has the right to postpone the execution of the agreement for a reasonable period, or to annul the contract, if and when the principal does not, or does not on time, or does not properly, comply with the obligations that are set down for him in the agreement, or else when a reasonable apprehension for the aforementioned exists, or else in the case of bankruptcy or temporary suspension of payment, or in the case of a shutdown, sale, or liquidation of his business.
- 9.4 Compensation regarding the already completed part of the agreement, as well as damages arising from the postponement or annulment, including loss of profit, are immediately and completely due for payment.

10 Disputes, Law, and Judgement

- 10.1 Dutch Law is the only law applicable to all agreements made by the NVMM, or any subsequent agreements thereof.
- 10.2 Contrary to the lawful regulations pertaining to the power of the civil judge, every dispute between the principal and the NVMM, in the event of the empowerment of the Court of Law, shall be decided by the Court of Law in the domicile or district of the NVMM. The NVMM remains empowered to take summon the principal to the judge empowered by the Law or by appropriate international jurisprudence.
- 10.3 A dispute between the principal and the NVMM can be submitted to the Disputes Commission of the NVMM.
- 10.4 The Disputes Commission of the NVMM is composed of the following:
 - a: one member of the commission is supplied by the principal, which candidate is not involved in the dispute.
 - b: one member of the commission is supplied by the council of the NVMM.
 - c: the third member, being the chairman of the commission, shall be chosen by mutual agreement by the members joined together under a; and b:.
- 10.5 The declarations of the Disputes Commission concerning submitted disputes resulting from agreements between principals and the NVMM is binding.
- 10.6 The Disputes Commission has its domicile at the secretariat of the NVMM.

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