

Terms and conditions Kunuk

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Article 1. Applicability and definitions

- 1.1 Van den Berg Management, registered at the Curacao Chamber of Commerce (Kamer van Koophandel) with number 141347, acting under the name Kunuk Design, will hereafter be referred to as "Kunuk". The counterparty will be referred to as "Client". These terms and conditions will be referred to as "Terms", all written offers as "Quotation". All products or services, physical or digital in nature, will be referred to as "Product" or "Products". If applicable, a distinction will be made in these Terms between "Custom work"; Products that are adapted in design or finish to the wishes of an individual Client and "Stock item"; Products that are delivered as offered. All contracts and agreed upon orders between Kunuk and Client will be referred to as "Agreement" or "Agreements". Kunuk and Client are collectively qualified as "Parties".
- 1.2 These Terms apply to all offers and Quotations made by Kunuk, on all its Agreements Kunuk makes and Agreements following hereof, whether Kunuk is the provider or supplier.
- 1.3 In case of inconsistencies between these Terms and any Agreement between Kunuk and Client, the stipulations in the Agreement will prevail.
- 1.4 The fact that Kunuk is not consistently demanding strict compliance of these Terms does not render the Terms invalid nor inapplicable. Any terms or conditions declared by Clients are hereby rejected and voided.

Article 2. Information, prices and Quotations

- 2.1 All Quotations are non-committal and valid for 14 days, unless stated otherwise.
- 2.2 All prices are excluding applicable taxes such as revenue tax(OB), and additional costs such as costs for printing, transportation, packaging and maintenance, unless explicitly stated otherwise.
- 2.3 Prices are only final after all design- or order conditions are met and confirmed by Kunuk in writing. In case of any unforeseen increase in price of materials or any other necessary and/or obligatory costs, Kunuk will proportionally charge this increase to Client.
- 2.4 All data provided by Client and/or third parties such as dimensions, sketches, drawings and construction tolerances are considered to be correct and will form the basis of the offer. Kunuk is in no way responsible for errors or damage caused by inaccurate or incorrect information provided by others.
- 2.5 Upon receipt or as soon as possible Client is obligated to thoroughly check all information, drawings and dimensions provided by Kunuk for correctness, and to immediately inform Kunuk in writing of any ambiguities or errors found by Client.

Article 3. Stock and delivery

- 3.1 Unless agreed upon otherwise, Delivery or handover will only take place after all related invoices are received in full by Kunuk, including applicable taxes and storage fees.
- 3.2 Quotations for Custom work are based on materials that are currently or in prospect available. In the event materials prove to be not or not sufficiently available, Kunuk will strive to provide Client with an alternative. In no way Kunuk is obligated to cover any additional costs resulting from this situation. If the alternative provided by Kunuk is considered not satisfactory by Client,

- Client is free to withdraw the affected part of the Order, after which all costs already made for the purpose of the fulfillment or planning of the Order become chargeable by Kunuk to Client.
- 3.3 In case a Stock item of Kunuk turns out to be unavailable for Delivery Client is entitled to cancel the purchase and Kunuk will refund the Client for that purchase as soon as possible.
 - 3.4 24 hours after handover or upon signing for Delivery by Client or delegate of Client the Product is deemed Delivered. Client or his delegate is obligated to thoroughly inspect the Product before Delivery. Inaccurate or inadequate inspection by Client or his delegate is never ground for refunds or complaints.
 - 3.5 Unless otherwise agreed, the Delivery will always take place at the location of production, montage or fabrication of the Product. Kunuk will notify Client upon completion of the order. In case the Client fails to pick up the Product within 10 days after this notice, Kunuk is entitled to charge a storage fee of 10% per day of the total sum of the concerning Product or Products.
 - 3.6 Client is responsible for adequate protection of the Product against possible damage by weather- or other external influences, safe storage and transportation, starting from the moment of handover or Delivery. Kunuk explicitly refuses all responsibility for costs and damages that may arise after handover or Delivery.
 - 3.7 Products, such as Quotations, information, drawings, photographs or sketches are always and solely provided digitally, unless otherwise agreed upon.

Article 4. Warranty and right of complaint

- 4.1 For complaints or defects that were not detectable at delivery, Client must notify Kunuk as soon as possible but within seven (7) days after delivery. Complaints or defects are never ground for the Client to withhold or settle payments of undisputed parts or Products.
- 4.2 Damage and excessive wear other than is reasonably expected to be caused by regular use, is excluded from warranty. Also inadequate storage and/or inadequate maintenance is excluded from warranty.
- 4.3 Kunuk is never held to a more extended warranty towards the Client than Kunuk can claim with her own suppliers. If the lifecycle of a Product is to be reasonably expected to have been ended or a period of twelve (12) months after Delivery has passed the warranty period will end at that moment.
- 4.4 Kunuk is free to meet the applicable warranty by means of repair, replacement of parts or monetary compensation of which the amount will be settled in consultation with the Client, however never more than the invoice value of the disputed Product.

Article 5. Damage

- 5.1 Kunuk is not liable for any damages of Client and/or third parties caused by and/or attributable to Kunuk and/or a person and/or good of which Kunuk is responsible. This exclusion of liability shall not affect the obligation of Kunuk to honor a provided warranty as mentioned in Article 4 of these Terms. For the remainder the liability of Kunuk is completely excluded, except when the conditions as mentioned in Article 5.3 of these Terms are applicable.
- 5.2 Kunuk is never liable for damage which is the result of improper use or use which is in violation of any instructions for use. In particular Kunuk is excluded from any liability for consequential damage, immaterial damage, company and/or environmental damage.

5.3 The liability exclusion in Article 5.1 of these Terms remains inapplicable when damage is caused by intent or equivalent gross negligence on the part of Kunuk and/or its subordinates, or if liability ensues from the legal product liability scheme.

Article 6. Intellectual property

- 6.1 Kunuk will always remain owner and entitled party of designs, drawings, digital files and documents produced or digitized by him, unless Kunuk explicitly waives this in writing.
- 6.2 Any applicable terms and conditions of the Client in the field of intellectual property, logos and patents are hereby expressly excluded.
- 6.3 Client is obliged to investigate intellectual property, protected designs and logos and applicable patents, and indemnifies Kunuk from any liability for this in the provision of drawings, instructions, digital files, designs and/or photos by the Client to Kunuk.

Article 7. Force majeure

- 7.1 If Kunuk is unable to fulfill its obligations under an Agreement towards the Client due to a non-attributable shortcoming (force majeure), the execution of the relevant part of that Agreement will be suspended.
- 7.2 If any force majeure situation has lasted two (2) months or as soon as it is reasonably established that it will last at least two (2) months, both Parties have the right to dissolve the Agreement in whole or in part in writing without the Parties are held to pay mutual compensation.
- 7.3 Force majeure is understood to mean any circumstance beyond Kunuk's will, as a result of which the fulfillment of its obligations towards the Client is wholly or partially obstructed or as a result of which the fulfillment of its obligations cannot reasonably be expected of Kunuk, regardless of whether that circumstance was foreseeable at the time of conclusion of the Agreement. These circumstances include: strike, power failures, fire, machine breakdown, stagnation and/or measures by any government agency, as well as the lack of any government permit and/or other problems that manifest themselves outside of the control of Kunuk, Kunuk's suppliers and/or transport provided by Kunuk or third parties.

Article 8. Omission and dissolution

- 8.1 If the Client does not, not properly and/or not timely fulfill any obligation that may arise for him from any Agreement and/or these Terms, the Client is in omission without notice of default and Kunuk is entitled to suspend the execution of that Agreement and any other associated Agreements (e.g. regarding transport by third parties) until payment has been sufficiently secured, or to dissolve that Agreement and directly related Agreements in whole or in part.

Article 9. Final provisions

- 9.1 The Client is not entitled to transfer all or part of its rights and/or obligations under an Agreement with Kunuk without written permission from Kunuk.
- 9.2 These Terms and all other Agreements between Parties are exclusively governed by the law of Curacao. All disputes between Kunuk and the Client arising from or in connection with an Agreement concluded between them, including those requiring urgent settlement, will be

exclusively submitted to the Court of First Instance in Curacao. This does not affect the right of the Parties to appeal or appeal in cassation if desired.

- 9.3 These Conditions are available in Dutch and English. In the event of a dispute with regard to the content and/or meaning of these Terms, the text of the Terms in Dutch will prevail.