

## **GENERAL TERMS AND CONDITIONS**

### **Article 1 Definitions**

Seller: SVHH Products B.V., the user of the general terms and conditions; Buyer: the counterparty of the Seller, the purchaser; Agreement: the agreement between the Seller and Buyer.

### **Article 2 General**

2.1 These general terms and conditions apply to every offer and agreement between the Seller and Buyer, unless the parties have explicitly agreed otherwise in writing;

2.2 These terms also apply to all agreements with the Seller, for the execution of which third-party services are used;

2.3 The applicability of the Buyer's general terms and conditions is explicitly excluded, unless agreed otherwise in writing;

2.4 If the Seller enters into more than one agreement with the Buyer, these general terms and conditions will apply to all subsequent agreements, regardless of whether they are explicitly declared applicable;

2.5 If one or more provisions of these general terms and conditions are void or annulled, the remaining provisions will remain in force.

### **Article 3 Offers/Orders/Prices**

3.1 All offers, in any form, are non-binding unless a deadline for acceptance is stated in the offer;

3.2 If a natural person enters into an agreement on behalf of or for the account of another natural person, they declare - by placing the order - to be authorized to do so. This person is jointly liable with the other natural person for all obligations arising from the agreement;

3.3 Agreements in which the Seller is a party are only considered concluded after the Seller has accepted an order from the Buyer in writing or has delivered the sold goods ex warehouse to the Buyer;

3.4 Prices in offers/catalogs/price lists are for delivery "Franco house," in Euros, exclusive of VAT and government levies, export, insurance, loading, and packaging costs, unless explicitly agreed otherwise in writing;

3.5 Discounts can only be agreed upon in writing;

3.6 If there is an increase in VAT or other legal or cost price increases of more than 5% between the time of offer/acceptance and delivery, the Seller is entitled to pass on these price increases to the Buyer two months after these increases;

3.7 The Seller is entitled to adjust prices annually by at least the inflation correction;

3.8 The Seller is entitled to charge the costs of sustainable packaging materials separately. These costs will be credited by the Seller when the packaging materials are returned undamaged by the Buyer;

3.9 The Seller can refuse an order or part of an order without stating reasons or impose conditions on an order.

#### **Article 4 Delivery**

4.1 Delivery takes place at the Seller's address unless the parties agree otherwise;

4.2 The Seller is entitled to charge an advance payment. Delivery to the Buyer will take place after payment of the advance, unless agreed otherwise;

4.3 The Buyer is obliged to accept the goods when the Seller delivers them to him or has them delivered or when they are made available to him according to the agreement;

4.4 If the Buyer refuses to accept or fails to provide the necessary information or instructions for delivery, the Seller is entitled to store the goods at the Buyer's expense and risk. If the Buyer does not accept within two months, the Seller is entitled to sell the goods to another party. If this is not successful, the Seller is entitled to destroy the goods. The damage suffered by the Seller from resale or destruction will be borne by the Buyer;

4.5 Delivery will always be made to the last known delivery address provided by the Buyer;

4.6 If the Seller has specified a delivery period, this is indicative. A specified delivery time is therefore never a strict deadline. If a term is exceeded, the Buyer must notify the Seller in writing and grant him a reasonable period;

4.7 If the Seller requires information from the Buyer for the execution of the agreement, the delivery time starts after the Buyer has made this available to the Seller;

4.8 The Seller is entitled to deliver the goods in parts. The Seller is entitled to invoice partial deliveries separately;

4.9 The Seller is entitled to outsource the delivery of the goods at the Buyer's expense if delivery by the Seller is not feasible at the delivery address provided by the Buyer.

#### **Article 5 Models/Images**

5.1 The models, images, numbers, sizes, weights, or descriptions included in the catalogs/offers/advertisements/website/social media/price lists are only shown as an indication;

5.2 If a model has been shown to the Buyer, it is presumed to have been shown for indication purposes only unless it is explicitly agreed that the delivered item will fully match it;

5.3 The models shown and sent by the Seller at the Buyer's request cannot be returned. The Seller will fully charge the models sent to the Buyer at the catalog value, unless the parties have agreed otherwise.

## **Article 6 Inspection, Complaints**

6.1 The Buyer is obliged to inspect the delivered goods at the time of delivery. The Buyer must check whether the quality and quantity of the delivered goods correspond with what was agreed. Defects and deviations must be noted on the delivery note/packing slip and reported immediately by phone, failing which the delivered goods are deemed to be in good condition;

6.2 Any shortages or defects must also be reported to the Seller in writing within 8 (eight) working days after delivery;

6.3 Complaints about the invoice must be made in writing within 14 (fourteen) days after the invoice date;

6.4 After the complaint period expires, the Buyer is deemed to have approved the delivered goods and/or the invoice;

6.5 If a complaint is made in time according to the previous clause, the Buyer remains obliged to accept and pay for the purchased goods. If the Buyer wishes to return defective goods, this may only be done with the Seller's prior written consent. Returns must be sent freight paid, in undamaged condition, and in original packaging using a return form unless agreed otherwise in writing;

6.6 The following situations can never give rise to a complaint: - deviations in color, weight, and size of less than 10%; - natural colors, lines, bumps, dents, and hairline cracks in wood; - misprints or typographical errors in the catalog/offer/price list;

6.7 If a complaint is justified, the Seller will repair or replace the delivered item unless this has become demonstrably useless for the Buyer. This must be communicated in writing by the Buyer. The Seller's liability is limited as specified under the "Liability" article.

## **Article 7 Payment**

7.1 Payment must be made 8 (eight) days after the invoice date in Euros, unless agreed otherwise. Payment by check is not allowed. Complaints about the amount of the invoices do not suspend the payment obligation;

7.2 If the Buyer fails to pay within the agreed term, the Buyer is in default by operation of law. The Buyer then owes interest of 1.5% per month or part thereof, unless the statutory interest or the statutory commercial interest is higher, in which case the higher interest applies. Interest on the payable amount will be calculated from the moment the Buyer is in default until the moment of full payment;

7.3 In the event of liquidation, bankruptcy (application), admission of the Buyer to the statutory debt restructuring under the Dutch Natural Persons Debt Restructuring Act, placement under guardianship of the Buyer, death of the Buyer, transfer, or cessation of the Buyer's business, or attachment or (provisional) suspension of payment of the Buyer, the Seller's claims on the Buyer are immediately due;

7.4 The Seller is entitled, if agreed, to charge a credit restriction surcharge of 2%, which is not due if payment is made within 8 days after the invoice date;

7.5 Payment must be made to the Seller unless the Seller has transferred its claim on the Buyer to a third party or has pledged it to a third party. If this is the case, the Seller will notify the Buyer in writing that they can pay the third party to be discharged;

7.6 Payments are first applied to reduce costs, then to reduce the outstanding interest, and finally to reduce the principal amount and ongoing interest.

## **Article 8 Collection Costs**

8.1 If the Buyer is in default in fulfilling their obligations, all reasonable costs incurred to obtain payment out of court are for the Buyer's account. The collection costs are calculated according to the collection rate advised by the Dutch Bar Association in collection cases, with a minimum of €350.00;

8.2 If the Seller has incurred higher costs, which were reasonably necessary, these will also be eligible for reimbursement. The reasonable legal and execution costs incurred are also for the Buyer's account.

## **Article 9 Retention of Title**

9.1 All goods delivered by the Seller remain the property of the Seller until the Buyer has fully fulfilled all payment obligations to the Seller under any agreement concluded with the Seller for the delivery of goods or the performance of work or services, including claims for failure to comply with such an agreement;

9.2 The Buyer is obliged to adequately insure the goods subject to retention of title. Compensation for damage to the delivered goods will replace these goods and be due to the Seller if the Buyer has not fulfilled their obligations to the Seller;

9.3 The Buyer is not authorized to pledge, rent, sell to buyers outside the EU, or otherwise encumber the goods subject to retention of title unless agreed otherwise;

9.4 If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, or if the Buyer is declared bankrupt or granted a suspension of payments, the Buyer is obliged to inform the Seller as soon as possible;

9.5 Goods delivered by the Seller that are subject to the retention of title may only be resold in the ordinary course of business and never used as a means of payment;

9.6 In the event that the Seller wishes to exercise its ownership rights as indicated in this article, the Buyer hereby unconditionally and irrevocably grants permission to the Seller or any third parties designated by the Seller to enter all locations where the Seller's properties are located and to reclaim those items.

## **Article 10 Suspension and Termination**

10.1 The Seller is entitled to suspend the fulfillment of its obligations or to terminate the agreement if:

The Buyer fails to fulfill its obligations under the agreement, fails to do so on time, or fails to do

so in full;

After the agreement is concluded, circumstances come to the Seller's attention that give good reason to fear that the Buyer will not fulfill its obligations, or not in time, or not in full. In the case where there is good reason to fear that the Buyer will only partially or improperly fulfill its obligations, suspension is only permitted to the extent justified by the shortcoming; At the conclusion of the agreement, the Buyer was requested to provide security for the fulfillment of its obligations under the agreement, and this security is not provided or is insufficient. Once security has been provided, the right to suspension lapses unless the fulfillment is thereby unreasonably delayed.

10.2 The Seller is further entitled to terminate the agreement if circumstances arise of such a nature that fulfillment of the agreement becomes impossible or can no longer be reasonably expected according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered continuation of the agreement cannot reasonably be expected.

10.3 If the agreement is terminated, the Seller's claims against the Buyer become immediately due and payable. If the Seller suspends the fulfillment of its obligations, it retains its claims under the law and the agreement.

10.4 The Seller always reserves the right to claim damages.

## **Article 11 Cancellation**

11.1 If the Buyer wishes to cancel after an agreement has been concluded with the Seller and before the Seller has delivered to the Buyer, 10% of the agreed order price, including VAT, will be charged to the Buyer as cancellation costs, without prejudice to the right to full compensation, including lost profits.

11.2 Cancellation must be done by registered letter.

11.3 If the Buyer has already paid the order price to the Seller, the Buyer will be refunded the order price minus 10%.

11.4 Items that cannot be delivered immediately will be automatically placed on backorder. If these items cannot be delivered within two months after the agreed delivery date, the Buyer will receive a notification from the Seller no later than three weeks after the order has been placed. In such a case, the Buyer may cancel the order free of charge. If the Buyer has already paid the Seller for the item, a refund will be arranged.

## **Article 12 Warranty**

12.1 The goods delivered by the Seller comply with the requirements and specifications indicated by the Seller.

12.2 Concerning manufacturing defects, the Seller, subject to the manufacturer's assessment, provides the Buyer with the following warranties regarding new furniture:  
100% warranty within 1 year after delivery to the Buyer;  
60% warranty within 2 years after delivery to the Buyer;  
30% warranty within 3 years after delivery to the Buyer.

12.3 This warranty is limited to:

Manufacturing defects and therefore does not include damage resulting from wear and tear, improper, careless, or unprofessional use, maintenance, storage, or transportation; Deliveries to Buyers within the EU; The warranty provided by the manufacturer; Repair or replacement of the item.

12.4 This warranty will lapse in the event of:

Modifications, changes, assembly, alterations, or repairs by a third party to or of the delivered item; Use for a purpose other than indicated in the user manual; Failure to comply with the user instructions; Poor maintenance.

12.5 Discounted items are excluded from the warranty.

12.6 No warranty is provided for second-hand items.

12.7 The manufacturer will assess a warranty claim. If the manufacturer rejects a warranty claim, the Seller is bound by this decision and owes nothing to the Buyer, unless otherwise agreed between the Seller and Buyer.

12.8 As long as the Buyer has not fulfilled its obligations arising from the agreements concluded between the parties, it cannot invoke this warranty provision.

### **Article 13 Liability**

13.1 If the Seller is liable for direct damage, this liability is limited to the maximum amount paid out by the Seller's insurer or at least to the invoice amount or that part of the invoice to which the liability relates.

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

13.3 The Seller is never liable for the composition of the sold items.

13.4 The Buyer indemnifies the Seller against any third-party claims related to the execution of the agreement that cause damage attributable to the Buyer.

13.5 The Seller is never liable for damage resulting from incorrect use of the item, not in accordance with the user manual, or for purposes other than those for which the item is intended.

13.6 The Seller is never liable for damage resulting from the presence of hazardous substances or substances prohibited by law on or in the delivered item if the Seller was unaware of this at the time of delivery.

13.7 The Seller is never liable for damage resulting from given advice. Advice is always provided based on the facts and circumstances known to the Seller and in mutual consultation, with the Seller always using the Buyer's intent as a guideline.

13.8 The Buyer must investigate beforehand whether the purchased item is suitable for the intended purpose. If it turns out afterward that the purchased item is not suitable for the intended purpose, the Buyer cannot hold the Seller liable for the resulting damage.

13.9 The limitations of liability for direct damage contained in these terms and conditions do not apply if the damage is due to intent or gross negligence by the Seller or its subordinates.

#### **Article 14 Transfer of Risk/Transportation**

14.1 The risk of loss or damage to the items that are the subject of the agreement transfers to the Buyer at the moment these items are legally and/or physically delivered to the Buyer and thereby placed in the control of the Buyer or a third party designated by the Buyer.

14.2 If the Seller is responsible for the transportation/shipment of the items that are the subject of the agreement, this is entirely at the Buyer's expense and risk unless otherwise agreed. The Seller determines the mode of transportation.

#### **Article 15 Force Majeure**

15.1 The parties are not obliged to fulfill any obligation if they are hindered from doing so as a result of a circumstance that is not due to gross negligence or intent on the part of the party invoking it and which, under the law, a legal act, or prevailing opinions, is not for their account.

15.2 In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, over which the Seller cannot exert influence, but which prevent the Seller from fulfilling its obligations. This includes strikes in the Seller's business, postal strikes, traffic jams, theft, fire, pandemics, export restrictions, power outages, and delays in deliveries by suppliers.

15.3 The Seller is also entitled to invoke force majeure if the circumstance preventing (further) fulfillment arises after the Seller should have fulfilled its obligation.

15.4 The parties may suspend the obligations under the agreement during the period that the force majeure lasts. If this period lasts longer than two months, either party is entitled to dissolve the agreement without any obligation to compensate the other party for any damage.

15.5 Insofar as the Seller has already partially fulfilled its obligations under the agreement at the time of the onset of force majeure, or will be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, the Seller is entitled to invoice the already fulfilled or to be fulfilled part separately. The Buyer is obliged to pay this invoice as if it were a separate agreement.

#### **Article 16 Copyrights**

16.1 Without prejudice to what is stipulated in these general terms and conditions, the Seller reserves the rights and powers vested in the Seller under the Copyright Act.

16.2 All brochures, catalogs, price lists, writings, and other materials or (electronic) files provided by the Seller remain the property of the Seller, regardless of whether they have been provided to the Buyer or third parties unless otherwise agreed. They are solely intended for use by the Buyer and may not be reproduced, made public, or brought to the attention of third parties by the Buyer without the prior consent of the Seller unless the nature of the provided documents dictates otherwise.

### **Article 17 Authentic Version**

Only the version of these terms and conditions in the Dutch language is authentic. If a translation differs in any way, the Dutch text prevails.

### **Article 18 Disputes**

The competent court in the Seller's place of business has exclusive jurisdiction to hear disputes between the parties. Nevertheless, the Seller has the right to submit the dispute to the court that is competent according to the law.

### **Article 19 Applicable Law**

Dutch law applies to every agreement between the Seller and Buyer. The Vienna Sales Convention is expressly excluded.

### **Article 20 Filing of Terms**

These terms and conditions have been filed with the Chamber of Commerce of Midden Nederland in Tiel under number 30232893.