

## Coen Bakker Deco BV General Terms and Conditions of Sale and Delivery

### Article 1 General

1. These Terms and Conditions apply to all offers and agreements for the purchase and sale of goods and/or services of any kind of Coen Bakker Deco BV, established in Waarland, the Netherlands (hereinafter referred to as the "Seller"), to the exclusion of any terms and conditions to the contrary. Deviations from these Terms and Conditions are only valid if agreed in writing with the Seller.
2. For the purposes of these Terms and Conditions, the "Buyer" refers to any person or legal person that has concluded or wishes to conclude an agreement with the Seller, as well as this person's representative(s), agent(s), legal successor(s) and heirs.
3. For the purposes of these Terms and Conditions, "Goods"/"Delivered Goods" refers, among other things, to decorative products in the broadest sense of the word and to any services the Seller provides to the Buyer.

### Article 2 Offers

1. All offers are subject to contract, both as regards prices and as regards the time of delivery of the Goods, unless otherwise agreed in writing. All quoted prices are exclusive of VAT.
2. Binding agreements are only formed upon written acceptance or confirmation of an order by the Seller or if the contracting party's order is actually being fulfilled. The order confirmation is deemed to accurately and fully reflect the order, subject to written notice to the contrary from the contracting party before actual delivery.
3. Any subsequent supplementary arrangements or amendments, as well as arrangements or commitments made by the Seller's personnel, are only binding on the Seller if confirmed in writing by the Seller.
4. Any agreements made with the Seller's subordinate personnel are only binding on the Seller if confirmed by the Seller in writing. In this context, "subordinate personnel" refers to all employees and other members of staff who do not have signing authority.
5. Before performing the agreement any further, the Seller is entitled to demand security from the client to ensure full compliance with the payment obligation.
6. The Seller reserves the right to refuse orders and/or instructions and/or assignments without giving reasons.
7. The Seller is not liable for any errors in or deviations from prices, images, drawings and statements of weights and measures in price lists or in (non-binding) offers and/or order confirmations.

### Article 3 Freight, import duties, levies and taxes

1. Each sale on supply is made under the express condition that the price(s) is/are based on the cost factors applicable at the time of concluding the agreement or the contract of sale, such as export duties in the region of origin, freight and insurance, unloading charges, import duties, levies and taxes.
2. Any favourable or unfavourable differences at the time of shipping/arrival/delivery will be for the benefit or at the expense of the Buyer, respectively.

### Article 4 Delivery and risk

6. In the event of delivery carriage paid, the Goods are shipped at the Seller's expense and risk. The

mode of transport will be at the Seller's discretion, unless otherwise agreed in writing.

7. In all other cases, the Goods are shipped at the Buyer's expense and risk.
8. War risk will be borne by the Buyer at all times.
9. The Seller does not take back regular packaging materials, unless otherwise agreed. Reusable packaging materials are only taken back at the price charged if this has been expressly agreed and the packaging materials are returned to the Seller in good condition.

#### **Article 5 Delivery times**

1. The delivery time is fixed, provided that the circumstances remain the same as they were at the time of concluding the agreement. An indication of a delivery time expressly does not constitute a strict deadline, including in the event of specific seasonal items, unless such a deadline has been expressly agreed in writing.
2. In the event of a delay in delivery due to a change in the circumstances referred to above, the delivery time will be extended by the duration of this delay. The Seller will give the contracting party timely notice of any delays. Delayed delivery does not entitle the contracting party to rescind the agreement or to demand compensation.

#### **Article 6 Acceptance and complaints**

1. The Buyer is responsible for checking the nature, quality and condition of the Delivered Goods. If no complaint about the quantity delivered is made immediately upon receipt, the quantities as stated on the waybills, delivery notes or similar documents will be deemed to be correct. For complaints regarding shortcomings or damage to be valid, the Buyer must note them on the receipt and, if possible, they must be officially established.
2. The Seller will only consider complaints about quality or about deviations from the specifications if the Seller receives them directly in writing within 8 days of delivery of the Goods, with an accurate statement of the nature of and the ground for the complaints.
3. Complaints about invoices must also be submitted in writing, within 8 days of the date of dispatch of the invoices.
4. Complaints about shipments that have been opened or fully or partially used or processed will not be accepted.
5. Complaints do not entitle the Buyer to suspend payment, and setoff is expressly excluded.
6. The non-functioning of a single bulb in lighting items is not deemed to constitute a defect that entitles the Buyer to return these items and, therefore, can never give rise to a refund of the purchase price for the items concerned.
7. Returned Goods are only accepted if returned in the original packaging, which must be in good condition.

#### **Article 7 Quality, liability**

1. Unless expressly stipulated otherwise at the time of sale, standard quality will be delivered and, as regards dimensions and quantity per trade unit, common business practices will be considered agreed. The actual lifespan of Delivered Goods cannot be guaranteed under any circumstances.
2. Notwithstanding any warranty provisions expressly agreed in writing or warranty certificates provided by the Seller, the Seller does not grant any warranties other than those provided by its suppliers/manufacturers.

3. The Seller accepts liability for loss or damage suffered by the Buyer as a result of non-performance of the agreement that is attributable to the Seller or its personnel if and to the extent that this liability is covered by the Seller's insurance, and only up to the amount of the payment made by its insurer. The period during which the Seller may be held liable for loss or damage is limited to one year in all cases.
4. If the Seller's insurer does not pay out for any reason, liability will be limited to five times the invoice amount, with a maximum of €9,000 (in words: nine thousand euros).
5. Where failure by the Buyer to comply with any contractual or statutory obligations results in the Seller being held liable in respect of third parties, the Buyer hereby undertakes to indemnify the Seller against all consequences of such liability.

#### **Article 8 Force majeure**

1. The Seller's delivery and other obligations will be suspended during a force majeure event. If the period during which the Seller is unable to comply with its obligations due to force majeure lasts more than six months, the parties are authorised to rescind the agreement, without judicial intervention being required and without being liable to pay any compensation.
2. If the Seller has already partially fulfilled its obligations when the force majeure event occurs or is only able to partially fulfil its obligations, the Seller will be entitled to send a separate invoice for the part already delivered or the part that can be delivered and the Buyer will be obliged to pay this invoice as if it were a separate contract.
3. For the purposes of this article, force majeure refers to any event that prevents performance due to circumstances that could not be foreseen when the agreement was concluded and that cannot be attributed to the Seller. This includes, but is not limited to, non-delivery, late delivery or improper delivery to the Seller by its suppliers or non-delivery, late delivery or improper delivery by the Seller due to environmental disasters, war, industrial actions, excessive absenteeism or scarcity of personnel, weather conditions, computer failures, breakdown of or defects in the Seller's information systems or those of its suppliers, lack of or withdrawal of transport options, and import and export restrictions.

#### **Article 9 Retention of title**

1. All Goods delivered by the Seller remain the property of the Seller until the Buyer has fully complied with all obligations to the Seller that exist on any basis. This in any event includes paying the price of the Goods delivered and/or to be delivered, paying the price of the services provided or to be provided by the Seller, and satisfaction of all claims on account of non-performance by the Buyer and settlement of current account balances, including interest and costs.
2. If the Buyer fails to fulfil one or more contractual obligations, or fails to do so in time or properly, if the Buyer files for bankruptcy or applies for (preliminary) suspension of payments, is declared bankrupt or transfers, winds up or ceases their business in whole or in part, or if the Buyer's assets are seized in whole or in part, the Buyer will be in default and the Seller will be authorised to regard the agreement as being rescinded in whole or in part, without any notice of default or judicial intervention being required, and without prejudice to its other rights to demand performance or compensation and to suspend performance.  
In these cases, any claim the Seller may have against the Buyer will be immediately due and

payable.

3. For as long as the ownership of the Goods has not passed to the Buyer, the Buyer may not pledge or transfer ownership of the Goods or grant third parties any other right to them, save to the extent provided in the next paragraph.

4. The Buyer is permitted to sell the Goods delivered subject to retention of title to third parties and/or to process and deliver them in the ordinary course of business.

5. The Buyer is obliged to keep the Goods delivered subject to retention of title with due care and to ensure that they are always recognisable as the Seller's property.

In the event of sale and/or delivery by the Buyer to third parties in the ordinary course of business and in the event of breach of the above provisions before the payment term has expired, the purchase price will be immediately due and payable, notwithstanding any provisions to the contrary.

6. The Seller, invoking retention of title, will be granted access to the Goods it has delivered. To the extent necessary, the Buyer irrevocably authorises the Seller to exercise its right of repossession.

7. Any costs the Seller incurs when exercising its property rights are payable by the Buyer.

#### **Article 10 Payment**

1. Unless otherwise agreed, payment is due within 30 days of the invoice date, without any setoff and in euros, unless the parties expressly agree another currency in writing, in which currency the Buyer will then be obliged to pay. The Seller may charge a late payment surcharge and/or require payment in advance or other security. The payment term is a strict deadline.

2. If the Buyer fails to pay within the period referred to in paragraph 1 of this article, the Buyer will be in default by operation of law and will owe the Seller default interest equal to 1.5% of the invoice amount for each month that the Buyer is in default of payment. When calculating the interest, part of a month will be counted as a whole month.

3. Irrespective of the description specified by the Buyer, any payments made by the Buyer will always first serve to settle any interest and costs due and subsequently to settle due and payable invoices which have been outstanding the longest.

4. Notwithstanding the above, the Buyer will owe the Seller all costs the Seller incurs to collect the amounts due to the Seller and to secure its rights, including both judicial and extrajudicial collection costs, without prejudice to the Seller's right to additionally demand compensation for all loss, damage, costs and interest the Seller incurs due to the non-performance, late performance or improper performance or the rescission of the agreement concluded between the parties.

5. These judicial and extrajudicial collection costs also include the collection, administrative overhead and settlement costs of attorneys, bailiffs and loss adjusters. The parties are deemed to have set the extrajudicial collection costs at 15% of the total amount due.

#### **Article 11 Non-performance by the Buyer**

1. If the Buyer fails to comply with any obligations within 3 business days after being declared in default by the Seller, the Seller will be authorised to immediately cancel the sale without judicial intervention while retaining any right to compensation.

#### **Article 12 Applicable law**

1. All agreements to which these Terms and Conditions are declared applicable are governed by Dutch law.

*In the event of differences in interpretation, the Dutch version will prevail.*