

## General Terms and Conditions of Schaffenburg Office Furniture B.V.

### Definitions

In these General Terms and Conditions (hereinafter referred to as: "Terms"), the following terms are used with the following meanings, unless the nature or scope of the relevant provisions requires otherwise, or unless expressly stated otherwise:

- a) Seller: Schaffenburg Office Furniture B.V., located at Wattstraat 2-4, Zwijndrecht, Netherlands. Chamber of Commerce number: 27241679.
- b) Buyer: Any party with whom the Seller enters into or intends to enter into an agreement, to whom the Seller makes an offer, to whom the Seller delivers, or for whom the Seller performs a service, other than the End Customer.
- c) Parties: The Seller and the Buyer together.
- d) End Customer: Any party who purchases the goods produced or sold by the Seller from the Buyer.
- e) Carrier: The Seller or a third party that the Seller engages to transport the goods.

### Article 1 Applicability

1. These Terms apply to all offers and acceptances made by the Seller. All offers are made under the applicability of these Terms, both for the offer and its acceptance, as well as for the agreement concluded as a result.
2. All offers are valid for one month, unless stated otherwise in the offer.
3. The agreement is concluded as soon as the Seller receives the acceptance of the offer; the acceptance must indicate that the Buyer agrees to the applicability of these Terms and, if necessary, waives any applicability of their own (purchase) terms and conditions.
4. If reservations or modifications are made in the acceptance compared to the offer, the agreement will only be concluded, contrary to the provision in the previous paragraph, if the Seller has informed the Buyer of agreeing to these deviations from the offer.
5. Notwithstanding the foregoing, the Seller is, unless expressly agreed otherwise in writing, only obliged to deliver the ordered goods once the total minimum order value has been reached, as applicable for the country in which the Buyer is located or as specifically stated in the offer or order confirmation from the Seller. The Seller has the right to, without being obligated to pay any compensation and without prejudice to the Seller's rights under Article 13, terminate or cancel agreements concluded with the Buyer by notice if the minimum order value referred to above is not met within six weeks after the (first) agreement is concluded.

### Article 2 Amendments

1. Amendments to the purchase agreement and deviations from the Terms will only be effective if they have been agreed upon in writing between the Buyer and the Seller.
2. Deviations from the recommended price or applied discounts will only be effective if they have been agreed upon in writing between the Buyer and the Seller.
3. Changes or additions to an already concluded agreement, as well as ancillary agreements, are only binding if they have been confirmed in writing by the Seller to the Buyer.
4. In the absence of agreement regarding the modification of the purchase price, a dispute arises between the Parties, to which Article 17 of these Terms applies.



## Article 3 Quality and description

1. If the Seller shows or provides a drawing, photo, model, design, calculation, or other data, this is for indication purposes only. The goods ultimately delivered may differ from what is shown.
2. The Seller undertakes to deliver goods to the Buyer that:
  - a) Are made from durable materials and are of sound workmanship;
  - b) In all respects are identical to any samples or models provided by the Seller and/or the Buyer;
  - c) Deliver the performance described in the offer, except as specified in Article 7 of these Terms.
3. The Seller does not guarantee that the goods are suitable for the purpose for which the Buyer intends to use them, even if this purpose has been made known to the Seller, unless otherwise agreed between the Parties.

## Article 4 Packaging and shipping

1. The Seller undertakes to properly package the goods (unless the nature of the goods prevents this) and secure them in such a way that they reach their destination in good condition under normal transportation conditions.
2. The goods will be delivered by the Seller to, or shipped to the agreed location(s) in the manner specified in the order or as later agreed upon.
3. The Buyer is responsible for ensuring that the delivery can be carried out by the Carrier. This means that the Buyer must ensure that the location:
  - a) Is accessible via a paved road, with the truck able to reach within a radius of 25 meters from the first door;
  - b) Allows the goods to be brought inside in the normal manner, at least in the packaging material;
  - c) Allows the goods to be easily placed at the desired location.
4. The Buyer is obliged to provide a lift or suitable equipment for vertical transport if the delivery is to be made to an upper floor, unless otherwise agreed. The lift must be fully available for carrying out the delivery.
5. When the Seller has provided loading boards, packing cases, crates, containers, etc. for packaging and transport, or has arranged for a third party to make them available (whether or not against a deposit or warranty), the Buyer is obliged (unless it concerns one-time packaging) to return these loading boards, etc., to the address specified by the Seller, failing which the Buyer will owe the Seller compensation, or, at the Seller's instruction, return them to the Carrier upon delivery.

## Article 5 Storage

1. If, for any reason, the Buyer or the End Customer is unable to accept the goods at the agreed time and the goods are ready for shipment, the Seller, if storage facilities permit, will store, secure, and take all reasonable measures to prevent deterioration in quality until they are delivered to the Buyer or the End Customer, for a maximum period of six (6) months, upon the Buyer's request.
2. The Buyer is obliged to reimburse the Seller for the storage costs at the rate typically applied by the Seller, starting from the time the goods are ready for shipment, or, if later, from the delivery date agreed upon in the purchase agreement.
3. The Seller is at all times entitled to amend the rate referred to in paragraph 2 during the storage period.
4. The request referred to in paragraph 1 must be made no later than four (4) weeks before the goods are ready for shipment.

## Article 6 Transfer of ownership and risk

1. Delivered goods remain the sole property of the Seller until the Buyer has fulfilled the obligations regarding the consideration for:
  - a) Goods delivered or yet to be delivered by the Seller to the Buyer under the agreement, or
  - b) Work or services performed or yet to be performed by the Seller on behalf of the Buyer under such an agreement, and
  - c) Claims arising from the Buyer's failure to comply with such agreements.In relation to these goods, the Seller also acquires the (co-)ownership rights, as security for all outstanding claims against the Buyer, including those relating to goods where the Seller's ownership rights are lost due to processing, accession, transformation, or otherwise. As soon as the Buyer fails to fulfill one or more of its obligations to the Seller, all claims of the Buyer become immediately and fully due, and the Seller is entitled, without any notice of default or judicial intervention, to enforce the rights arising from its retention of title.
2. Before the transfer of ownership, the Buyer is not authorized to sell, deliver, or otherwise dispose of the delivered goods other than in accordance with its normal business and the normal intended use of the goods. This authority ceases when the Buyer is granted (temporary) suspension of payments or is declared bankrupt. The Buyer may not use the goods subject to the retention of title as collateral for third-party claims.
3. The Seller has access to the goods, which remain its property, at all times, wherever they may be located.
4. In the event of a breach of the provisions of this article, the Buyer will owe a penalty of 10% (ten percent) of the outstanding claim at the time of the breach, without prejudice to the provisions of Article 8, paragraph 6.
5. The Buyer may agree with a third party that the third party pays the purchase price on the Buyer's behalf and is subrogated in the Seller's claim. In the case of payment by a third party who is subrogated to the Seller's claim, the retention of title described in this article will not lapse.
6. In the case of subrogation as referred to in paragraph 5, the Seller will deliver the goods subject to retention of title to the third party who has paid the purchase price. From the time of subrogation, the Buyer will hold the described goods for the subrogated third party.
7. Subrogation in the claim and the transfer of the retention of title to a third party, as described in paragraphs 5 and 6, does not affect the Buyer's ability to hold the Seller liable in case the Seller fails to comply with any of the agreements between them.

## Article 7 Delivery time

1. The Seller will deliver the goods on or around the agreed delivery date, or immediately after the end of the delivery period, as specified in the order confirmation. If a delivery period has been agreed upon, it will commence on the date the Seller confirms the order.
2. The delivery date or period mentioned in paragraph 1 is always approximate and does not constitute a fixed deadline, unless explicitly agreed otherwise in writing.
3. The Seller reserves the right to change the delivery date or period mentioned in paragraph 1 at any time. The Seller will notify the Buyer of any change to the delivery date or period as soon as possible.
4. The Buyer is not entitled to suspend or (partially) terminate the agreement due to a change as referred to in paragraph 3. A change as referred to in paragraph 3 does not relieve the Buyer of any other obligations arising from the law, the agreement, or these Terms and Conditions.
5. The Seller is not liable for any costs and/or damages arising from a change as referred to in paragraph 3.
6. The Buyer is obliged to accept the purchased goods at the time of delivery. If the Buyer refuses acceptance or fails to provide necessary information or instructions for delivery, the goods will be stored at the Buyer's risk. In such case, the Buyer is obliged to reimburse the Seller for storage

costs at the rate typically used by the Seller from the time the goods are ready for shipment, or, if later, from the agreed delivery date in the purchase agreement. Additionally, the Buyer is required to reimburse all transport costs incurred for the delivery. This is without prejudice to the Seller's right to claim performance and/or full compensation and to terminate the agreement.

7. The Buyer is obliged to impose the obligations mentioned in paragraph 6 on the End Customer. If the End Customer refuses acceptance or fails to provide necessary information or instructions for delivery, the goods will be stored at the Buyer's risk. In such case, the Buyer is obliged to reimburse the Seller for storage costs at the rate typically used by the Seller from the time the goods are ready for shipment, or, if later, from the agreed delivery date in the purchase agreement. Additionally, the Buyer is required to reimburse all transport costs incurred for the delivery. This is without prejudice to the Seller's right to claim performance and/or full compensation and to terminate the agreement.

#### Article 8 Assembly

1. The working drawings and floor plans must be submitted digitally to the Seller at least fourteen (14) days before the assembly.
2. During the assembly, the space to be furnished must:
  - a) Be finished, swept clean, empty, and dry;
  - b) Have a temperature between fifteen (15) and twenty-four (24) degrees Celsius;
  - c) Be equipped with adequate lighting and sufficient 220-volt electrical connections, which are available for carrying out the assembly.
3. Existing structural bases for the goods to be installed must be completely level and smoothly finished.
4. At the location, the necessary lockable dry storage spaces must be made available to the Seller for materials and tools during the assembly.
5. The Seller reserves the right to suspend the assembly at any time without providing a reason.

#### Article 9 Force Majeure

1. The delivery and other obligations of the Seller referred to in Article 7 will be suspended for the period during which the Seller is prevented from fulfilling its obligations due to force majeure.
2. Force majeure on the part of the Seller, in addition to the provisions of Article 6:75 of the Dutch Civil Code, is considered to occur if, after the conclusion of the sales agreement, the Seller is prevented from fulfilling its obligations under this agreement or from preparing for it due to war, war danger, civil war, terrorism, riots, vandalism, fire, water damage, flooding, strikes (both organized and unorganized), occupation of business, exclusion, import and export restrictions, transport obstacles, government measures, defects in machinery, interruptions in the supply of energy, (whether or not attributable) failure by suppliers, both in the Seller's business and with third parties from whom the Seller must obtain the necessary materials, raw materials, other goods or services wholly or partly, as well as in storage or during transport, whether managed by the Seller or not, and further due to all other causes that arise outside the fault or risk sphere of the Seller.
3. If delivery is delayed by more than six (6) months due to force majeure, both the Seller and the Buyer are entitled to terminate the agreement in writing, stating the date on which the force majeure began. In this case, the Seller is only entitled to compensation for the costs incurred.
4. The Seller is entitled to claim payment for the work already performed under the relevant agreement before the force majeure condition became apparent.
5. The Seller also has the right to invoke force majeure if the circumstance that causes the force majeure occurs after the Seller was already due to perform the delivery.



## Article 10 Resale

1. The Buyer is obliged to cooperate in and comply with sales promotion measures taken by the Seller, and will be informed of them in a timely manner. These sales promotion measures may include, among other things, advertising, special offers, premiums and contests, maintaining certain consumer prices, specific displays in the Buyer's sales areas, trade-in actions, etc.
2. The Buyer is authorized to apply its own trademark to the packaging of the goods, but is not allowed to do so in a way that makes the (factory) trademark of the Seller no longer visible.
3. The Buyer is not permitted to make adjustments to the goods in such a way that the (factory) trademark of the Seller is no longer visible.

## Article 11 Warranty

1. Subject to the provisions elsewhere in these Terms and Conditions, the Seller warrants that the goods supplied by it, or the materials processed/used by the Seller, will meet the normal requirements applicable to such goods in the market for a period of twelve (12) months from delivery. If the Buyer has reasonably demonstrated that the supplied goods or materials do not meet the applicable market requirements, the Seller, at its discretion, will either supply parts, repair the delivered goods, replace them, or (partially) terminate the agreement with a pro-rata refund of the amount already paid by the Buyer, without being liable for damages.
2. The above-mentioned warranty obligation expires if:
  - a) The Buyer or End Customer makes modifications or repairs to the delivered goods without prior written approval from the Seller;
  - b) The Buyer uses the goods for a purpose other than their apparent intended use;
  - c) The Buyer has treated, used, or maintained the goods in an improper way (in the Seller's reasonable judgment);
  - d) The Buyer fails to meet its obligations to the Seller;
  - e) The Buyer fails to meet its (informational) obligations under sections 7, 8, and/or 9;
  - f) The Buyer is otherwise fully or partially at fault for the defect in the delivered goods.
3. Any costs for disassembly, shipping, and transport are at the expense and risk of the Buyer.
4. Warranty for goods purchased by the Buyer elsewhere is only provided if and to the extent that the relevant manufacturer/supplier provides a warranty, and in the scope of such warranty.
5. The warranty period is not extended after warranty repairs.
6. The fact that the Buyer claims warranty does not relieve the Buyer from its obligations, such as payment and acceptance, under the agreement(s) with the Seller.
7. If the delivered goods consist wholly or partially of glass, the Buyer must properly inform the End Customer about the properties of and handling of this material, and in particular, about the fact that even minor damage to tempered glass can cause stress differences and subsequent (glass) breakage.
8. The Buyer is obliged to carefully inspect the shipment upon receipt. Visible defects and damages must be immediately reported to the Seller or the Carrier.
9. The Buyer must impose the obligation on the End Customer to carefully inspect the shipment upon receipt. Visible defects and damages must be immediately reported by the End Customer to the Buyer or the Carrier. The Buyer is obliged to promptly notify the Seller of such notifications.





## Article 12 Complaints

1. Complaints must be made in writing as soon as possible, but no later than five (5) working days after delivery, providing a detailed description of the nature and grounds of the complaint(s), as well as the alleged basis for the Seller's liability for replacement, repair, or compensation. Complaints that are not adequately substantiated will not be handled by the Seller.
2. After the expiration of the above-mentioned period, the Buyer or End Customer is deemed to have accepted the delivered goods. Complaints will not be processed by the Seller after this period, and any rights the Buyer may have had as a result of the complaint will be void.
3. Return of the delivered goods can only occur with the prior written approval of the Seller, under the terms and conditions determined by the Seller.

## Article 13 Liability

1. The liability of the Seller towards the Buyer is, except for the provisions in the following paragraphs, limited to the fulfillment by the Seller of its warranty obligations as described in Article 10 of these Terms.
2. The Seller's liability for unlawful acts committed by the Seller is excluded, unless these acts are the result of intent or gross negligence by the Seller's executive subordinates. Likewise, the Seller's liability for indirect and consequential damages suffered by the Buyer as a result of a breach by the Seller of its obligations under any agreement is excluded, including but not limited to: loss of profit, lost revenue, immaterial damage, missed opportunities, and damage to reputation, unless such damage is the result of intent or gross negligence by the Seller's executive subordinates.
3. The Seller's liability for direct damages suffered by the Buyer as a result of or related to a breach by the Seller of its obligations under any agreement with the Buyer is limited to cases where the Buyer proves that the damage is a direct result of the breach. Furthermore, the Seller's liability per incident or series of related events with a common cause is limited to the value (excluding VAT) of the obligation(s) that the Seller has failed to fulfill, as agreed between the Parties, and is limited per delivered item, with a maximum of €2,500 (two thousand five hundred euros) per incident or series of related events with a common cause, unless further limitations are specified in any of the following paragraphs.
4. Any claim against the Seller based on an agreement with the Seller will expire after one year, unless a valid summons has been issued prior to that time. The expiration period begins the day after the Buyer becomes aware of both the damage and the liable party.
5. All defenses that the Seller can derive from the agreement with the Buyer to limit its liability can also be invoked by its personnel and third parties engaged by the Seller in the execution of the agreement, as if they themselves were parties to the agreement.
6. Liability-limiting, excluding, or establishing conditions that can be invoked by third parties against the Seller can also be invoked by the Seller against the Buyer.

## Article 14 Indemnification

The Buyer indemnifies the Seller, its personnel, and any third parties engaged by the Seller in the execution of its obligations under the agreement, against all claims from other third parties for compensation of any damage allegedly suffered by them, caused by or otherwise related to the services provided by the Seller under the agreement.



## Article 16 Intellectual property rights

1. All intellectual property rights (including but not limited to copyrights as well as registered and unregistered design rights) to drawings, photos, catalogues, models, designs, calculations, and similar materials provided by the Seller to the Buyer (hereinafter: “the Materials”) shall at all times remain the property of the Seller and shall never be transferred to the Buyer. Where these Terms and Conditions refer to “delivery” or variations thereof, this shall not be construed as implying any transfer of intellectual property rights. The Buyer is granted only a non-exclusive, non-transferable, and revocable right to use the Materials in their unaltered form and for its own internal use, which right shall never extend beyond the expressly agreed use or the use that is reasonably required for the execution of the agreement.
2. Without prejudice to the general scope of paragraph 1, the Buyer is in particular expressly prohibited from copying and/or modifying the content (including photographs) of catalogues provided by the Seller. If and insofar as the Seller provides the Buyer with digital photographs, the use of such photos is permitted only for the purposes expressly indicated by the Seller, and use on any website is prohibited unless the Seller has given its prior written consent. The Seller is entitled to revoke its permission for the use of the Materials at any time with immediate effect, without becoming liable for damages to the Buyer, whereby the Buyer shall promptly return the Materials to the Seller.

## Article 17 Legal requirements

1. The Seller shall make every effort to ensure that the design, composition, and quality of the goods to be delivered pursuant to the order comply in all respects with all applicable requirements set out in laws and/or other government regulations in force at the time the purchase agreement is concluded.
2. The provision in paragraph 1 shall likewise apply to the normal use of the goods.

## Article 18 Dissolution, termination and cancellation

1. Without prejudice to the provisions of Article 11, the purchase agreement shall be dissolved without judicial intervention by means of a written statement at the moment the Buyer is declared bankrupt, applies for provisional suspension of payments, or in the case of the Seller being a natural person, when a request is granted by the court for application of the debt restructuring scheme, or loses control over their assets or parts thereof through seizure, guardianship, or otherwise, unless the trustee or administrator acknowledges the obligations under this purchase agreement as estate debt.
2. Upon dissolution, all existing claims between the Parties become immediately due and payable. The Buyer shall be liable for any damage suffered by the Seller, including but not limited to loss of profit and transportation costs.
3. Unless full or partial cancellation is excluded at the conclusion of the agreement with the Seller, the Buyer shall have the right, within a period of six (6) weeks after the conclusion thereof—but not within a period of fourteen (14) days prior to the intended delivery date stated by the Seller—to cancel (terminate) the agreement in whole or in part by means of a written statement addressed to the Seller, subject to payment to the Seller of 30% (thirty percent) of the agreed purchase price corresponding to the cancelled portion of the agreement. The termination shall only take effect after the aforementioned payment has been received by the Seller and does not apply to specially purchased materials, custom-made products, and other products that do not form part of the Seller’s inventory, all at the discretion of the Seller. Partial termination of an agreement resulting in a remaining order value below the minimum order value applicable for the country in which the Buyer is established, or as specifically stated in the Seller’s offer or order confirmation, is not permitted.





## Article 19 Compensation and inspection in case of resale

1. The Buyer who acts in violation of any provision of Article 10 shall owe the Seller liquidated damages for each transaction that falls under any of the prohibitions mentioned therein. The amount of such damages is pre-determined by the Parties at €10,000 (ten thousand euros) per transaction.
2. The Seller is entitled to have an independent auditor inspect the Buyer's records in order to monitor compliance with the provisions of Article 10.

## Article 20 Applicable law

This agreement is governed by Dutch law. The Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, Vienna, 11 April 1980, CISG) shall not apply to this agreement.

## Article 21 Disputes

1. All disputes arising between the Parties in connection with this agreement or with any related agreements and other acts related to this agreement—such as, but not limited to, tort, undue payments, or unjust enrichment—shall be submitted to the competent court in Rotterdam, unless mandatory rules on jurisdiction dictate otherwise.
2. A dispute shall be deemed to exist as soon as one of the Parties declares so.

## Article 22 Inconsistency between Dutch text and translation

In the event of any inconsistency between the Dutch version of these Terms and Conditions and any translation thereof, the Dutch version shall prevail.

