

General Terms and Conditions Jess Meubeldesign B.V.

Article 1 General

In these terms and conditions, the following terms shall be defined as follows:

- General terms and conditions: these Terms and Conditions
- Other Party: the party that commissions Jess Meubeldesign to manufacture and deliver products or who commissions Jess Meubeldesign in any other way for that purpose.
- Jess Meubeldesign: the private company established at Ketelmeer 12, in Oss (C.O.C.: 17118407)
- Agreement: the agreement to develop, produce, manufacture and deliver furniture pieces.
- In writing: by letter, by email, by fax or any other means of communication which, in view of the current state of the technology, can be regarded as equivalent to this.

Article 2 Scope

1. These Terms and Conditions apply to all legal relationships between the Other Party and Jess Meubeldesign. Changes to these conditions shall only apply if they have been explicitly confirmed in writing by both parties.
2. These Terms and Conditions also apply to all agreements with Jess Meubeldesign where the provision of third-party services is required.
3. The applicability of these Terms and Conditions or other terms and conditions of the Other Party is hereby expressly excluded.
4. If one or more provisions of these Terms and Conditions are null and void, this shall not affect the validity of the remaining provisions.
5. Deviations from the Terms and Conditions shall only be valid if they have been agreed in writing by Jess Meubeldesign and the Other Party in advance.
6. These Terms and Conditions may be amended or supplemented at any time. The amended Terms and Conditions will then also apply to Agreements that have already been concluded, with due observance of a period of one month after this amendment has been announced in writing.
7. If Jess Meubeldesign has previously declared its Terms and Conditions applicable to an agreement with the Other Party, the Other Party will be deemed to be familiar with these Terms and Conditions. The Terms and Conditions also apply to future orders.

Article 3 Offers and quotations

1. All offers, quotations and price lists are non-binding, unless the offer mentions a time limit for acceptance. If a quotation contains a non-binding offer and this is accepted, Jess Meubeldesign has the right to revoke this offer in any case within two working days after receipt of the acceptance.
2. Offers or quotations do not automatically apply to future orders.
3. Jess Meubeldesign cannot be compelled to execute its orders if the Other Party can reasonably understand that the quotations, or a part thereof, contain an obvious error or misspelling.
4. The prices stated in a quotation or offer are exclusive of VAT and other government levies, as well as any costs to be incurred within the framework of the Agreement, including travel and accommodation, shipping and administration costs, unless indicated otherwise.
5. A compound quotation does not oblige Jess Meubeldesign to execute a part of the order for a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.
6. Orders accepted through representatives, agents and other intermediaries of Jess Meubeldesign, will be carried out, unless they have been refused in writing or by telephone, within a reasonable period of time.
7. If Jess Meubeldesign provides or shows an image, sample or model, this must be deemed to have been shown only as an indication without the item having to correspond to this. This is different if it is expressly agreed that the item will correspond to this.

Article 4 Agreement

1. The Agreement between Jess Meubeldesign and the Other Party is established by a written confirmation of the contents of the Agreement given by Jess Meubeldesign to the Other Party and the signature of the latter.
2. In the event that the Other Party has not (yet) signed the agreement, the Agreement will also be deemed to have been concluded if the behaviour of the Other Party and/or Jess Meubeldesign shows that the Agreement is actually being executed.
3. The term of delivery, the rate and further conditions of the order will be agreed (and laid down) in the quotation.
4. If the acceptance (whether differed in minor points) deviates from the offer included in the quotation or offer, Jess Meubeldesign is not bound to it. In this case, the Agreement will not be concluded in accordance with this deviating acceptance, unless Jess Meubeldesign indicates otherwise.
5. Changes to an Agreement that has been concluded shall only be effective if and insofar as they have been agreed in writing or have been expressly confirmed by Jess Meubeldesign.
6. In the event that, after the Agreement has been concluded, but before the actual delivery date by Jess Meubeldesign, the prices of raw material, value added tax (or any national or European tax whatsoever), import tax, import duties or any other duties, the wages or the freight costs increase, or Jess Meubeldesign's purchasing price in Euros increases as a result of a change in exchange rates, the Other Party will be obliged to pay Jess Meubeldesign, in addition to the agreed price, the amount that has been increased by the aforementioned increases or any of the above or with the aforementioned change.

Article 5 Provision of information

1. The Other Party shall make available all information and documents which Jess Meubeldesign deems necessary for the proper execution of the order granted, or which the Other Party reasonably believes are necessary for the performance of the Agreement, in due time, in the desired form and in the desired manner.
2. The Other Party guarantees the accuracy, security and reliability of the information and documents made available to Jess Meubeldesign even if they originate from third parties, to the extent that the nature of the order does not dictate otherwise.
3. If and insofar as the Other Party so requests, the documents made available will be returned to the Other Party.
4. If the information required for the performance of the Agreement has not been made available to Jess Meubeldesign or has not been made available in due time or properly, Jess Meubeldesign shall be entitled to suspend the performance of the Agreement and/or to charge the additional costs, resulting from the delay, at the customary rates.

Article 6 Delivery

1. If an indication of a delivery time is given, this is an approximation.
2. If a term has been agreed or stated for the delivery of certain goods, this shall never be a final deadline. If a deadline is exceeded, the Other Party must declare in writing that Jess Meubeldesign is in default. Jess Meubeldesign must be given a reasonable period of time to still fulfil the Agreement. If the Other Party refuses to accept the goods, the resulting costs may be charged to the Other Party; moreover, in that case, Jess Meubeldesign has the right to dissolve the Agreement, without prejudice to its right to compensation. If an (approximate) delivery date is exceeded, the Other Party has no right to compensation. Nor does the seller in that case have the right to dissolve the Agreement.
2. Delivery takes place by delivery of goods to or at the agreed place. Transport / shipping of the goods by Jess Meubeldesign shall take place 'ex works', in accordance with the latest Incoterms, unless otherwise agreed between the Parties.
3. The risk of loss and damage to the goods shall pass from one Party to the other at the time of delivery according to the applicable Incoterms. The Other Party is responsible for all costs and risks involved in transporting the goods from the location of Jess Meubeldesign to the desired destination.
4. Jess Meubeldesign is entitled to execute the Agreement in parts and/or to invoice goods delivered in part separately.

5. If the Agreement is executed and/or delivered in phases, Jess Meubeldesign is entitled to postpone the execution of those parts belonging to a subsequent phase until the Other Party has approved in writing and/or paid for the results of the preceding phase.
6. If Jess Meubeldesign requires information from the Other Party for the execution of the Agreement, the term for completion or delivery shall commence after the Other Party has informed Jess Meubeldesign fully and correctly.

Article 7 Changes to the Agreement

1. If, during the performance of the Agreement, it appears that it is necessary, for the purposes of proper implementation, to change or supplement the work to be carried out, the Parties shall adjust the Agreement accordingly, in good time and in mutual consultation.
2. If the Parties agree that the Agreement will be changed or supplemented, and this may influence the time of completion of the order, Jess Meubeldesign will inform the Other Party as soon as possible.
3. If the change or supplement to the Agreement will have financial and/or qualitative consequences, Jess Meubeldesign will inform the Other Party in advance.
4. If a fixed fee has been agreed upon, Jess Meubeldesign will indicate to what extent the change or supplement to the Agreement will result in this fee being exceeded.

Article 8 Suspension

1. Jess Meubeldesign is authorised to suspend fulfilment of the obligations or to dissolve the Agreement if:
 - a. The Other Party does not or not fully comply with the obligations arising from the Agreement;
 - b. The Other Party has been declared bankrupt, has been granted a (provisional) suspension of payments, has become subject to another similar arrangement or has otherwise lost the free management or free disposal of its assets in whole or in part, irrespective of whether it is revocable or irrevocable;
 - c. The Other Party has ceased to exist or has been dissolved.
2. If premature termination has taken place, Jess Meubeldesign retains the right to payment of the invoices for products delivered up to that point.

Article 9 Payment

1. Payment by the Other Party must be made, without deduction, discount or setoff, within fourteen (14) days of the invoice date. Payment must be made in euros by means of transfer to a bank account to be designated by Jess Meubeldesign.
2. Jess Meubeldesign has the right to execute the Agreement in different phases and to invoice the executed part separately.
3. All reasonably made judicial and extrajudicial (collection) costs, incurred by Jess Meubeldesign as a result of the failure of the Other Party to fulfil its payment obligations shall be borne by the Other Party. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice, currently the calculation method takes place according to the Netherlands Extrajudicial Collection Costs Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
4. If the term of payment is exceeded, the Other Party will receive an interest of 1% of the invoice amount for each month or part of a month, by which the due date is exceeded, with a maximum of 12% per year.
5. If the Other Party applies for a suspension of payments, is declared bankrupt or decides to liquidate, Jess Meubeldesign has the right to terminate the Agreement with immediate effect and take back the delivered, unpaid products, without prejudice to the right to compensation. In the latter case, the Other Party is obliged to grant access to the places where the products are located.

Article 10 Advance payment guarantee

Jess Meubeldesign is at all times entitled to demand advance payment or the provision of guarantees, before proceeding with the performance of the Agreement or continuing it. If the Other Party fails to pay in advance or does not provide a guarantee, Jess Meubeldesign's obligation under the Agreement will cease, without any prejudice to Jess Meubeldesign's right to compensation for damages, costs and interest incurred by the Other Party.

Article 11 Privacy

1. The Parties reciprocally undertake to act in accordance with the legislation in the field of the protection of data. The Parties will act in accordance with the policy rules obligation to report data breaches of the Dutch Data Protection Authority, the GDPR and the Dutch GDPR Implementation Act to determine whether there is a data breach.
2. If a data controller has become aware of a data breach, he must report this to the Dutch Data Protection Authority immediately, where possible within 72 hours.
3. The Parties shall take appropriate technical and organisational measures to protect personal data against loss or any form of unlawful processing.
4. The Other Party, in consultation with Jess Meubeldesign, is entitled to check compliance in the field of personal data protection by means of an independent expert during the term of the Agreement. The Other Party shall bear all costs related to this verification.
5. Jess Meubeldesign may engage third Parties (sub-processors) to carry out certain work, for example, if these third parties have specialist knowledge or resources that Jess Meubeldesign does not have. If involving Third Parties results in the processing of Personal Data Jess Meubeldesign will make (written) agreements with those third parties about the protection of personal data. By entering into an Agreement with Jess Meubeldesign the Other Party consents to the use of third parties.
6. Jess Meubeldesign is not liable for fines or claims if the Other Party fails to comply with its obligations under the laws and regulations regarding the protection of personal data.

Article 12 Intellectual property

1. Unless otherwise agreed in writing, Jess Meubeldesign will be the owner of all intellectual property rights to the works it has developed for the Other Party. As such, the Agreement does not constitute a transfer or licence of any property right to which Jess Meubeldesign is entitled.
2. In the event that a third-party claims that the use of the work works violates the intellectual property rights of that third party, the Other Party shall notify Jess Meubeldesign immediately.
3. The Other Party is not permitted to replicate the products made by Jess Meubeldesign.

Article 13 Confidentiality

1. Each Party undertakes to observe confidentiality towards third parties with regard to all confidential information and data originating from or relating to the Other Party, to the extent that this information and data have become known to the former Party within the framework of the quotation or order.
2. Jess Meubeldesign has the right to disclose the existence of the Agreements concluded between Jess Meubeldesign and the Other Party in publications and interviews, etc.

Article 14 Complaints

1. The Other Party shall be obliged to examine the goods delivered, or have them examined, immediately at the time at which the goods are made available to it. In doing so, the Other Party shall examine whether the quality of the goods delivered corresponds with what has been agreed and meets the requirements that the Parties have agreed in this respect. Any visible defects must be reported in writing to Jess Meubeldesign within seven days of delivery. Any non-visible defects must be reported to Jess Meubeldesign immediately and in writing, but in any case no later than fourteen days after their discovery. The report must contain a description of the defect as detailed as possible, so that Jess Meubeldesign is able to respond adequately. The Other Party must give Jess Meubeldesign the opportunity to investigate a complaint (or have it investigated).
2. Complaints as referred to in the first Paragraph do not suspend the Other Party's payment obligation.
3. In the event of a justified complaint, Jess Meubeldesign has the choice between adjusting the fee charged, improving or redoing the rejected work free of charge or not (or no longer) carrying out the assignment in full or in part against a refund in proportion to the fee already paid by the Other Party.

4. If a defect is reported later than mentioned in this Article, the Other Party will no longer be entitled to repair, replacement or compensation.
5. If it is established that a complaint is unfounded, the costs incurred on the part of Jess Meubeldesign as a result, including the investigation costs, will be fully at the Other Party's expense.
6. After the expiry of the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Other Party.

Article 15 Warranty

1. Jess Meubeldesign provides a warranty for the products it delivers, from the day of invoicing, to the Other Party and the first user, for defects attributable to Jess Meubeldesign, which arise during normal use. This is done on the basis of the following depreciation period:

- within 1 year of the date of invoice: the costs of repair or replacement, including freight within the Netherlands, will be fully at the expense of Jess Meubeldesign;
- within 2 years of the date of invoice: the costs of repair or replacement, including freight within the Netherlands, will be 2/3 at the expense of Jess Meubeldesign;
- within 3 years of the date of invoice: the costs of repair or replacement, including freight within the Netherlands, will be 1/3 at the expense of Jess Meubeldesign.

The aforementioned terms may be exceeded by a maximum of four months if delivery of the product has taken place after the date of invoice. Jess Meubeldesign is not obliged to replace the product, if Jess Meubeldesign can also repair the product. This is at the discretion of Jess Meubeldesign.

2. Any form of warranty shall be void if a defect has arisen as a result of imprudent or improper use, incorrect storage or maintenance by the Other Party and/or by third parties when, without the written consent from Jess Meubeldesign, the Other Party or third parties have made changes or attempted to make changes to the item or if it has been processed or treated in a manner other than prescribed (including repackaging in packaging units other than the original). Nor is the Other Party entitled to a warranty if the defect has arisen due to or is the result of circumstances on which Jess Meubeldesign cannot exert any influence. The Other Party must comply with Jess Meubeldesign's maintenance instructions. If the Other Party acts contrary to these instructions, any warranty will also be void.

3. In the event of deviations in structure and/or colour, etc., the right to compensation and/or warranty can be excluded or limited. This is the case if the deviations are acceptable from a technical point of view in accordance with the usual, applicable standards and commercial practice.

Article 16 Liability

1. Jess Meubeldesign will carry out its work to the best of its ability, taking into account the care that can be expected from a specialist.

2. If a mistake is made because the Other Party has provided Jess Meubeldesign with incorrect or incomplete information, Jess Meubeldesign shall not be liable for any damage caused as a result of it. The Other Party shall indemnify Jess Meubeldesign against third-party claims due to damage caused by the Other Party providing incorrect or incomplete information to Jess Meubeldesign, unless the Other Party demonstrates that the damage is not related to culpable acts or omissions on its part or is caused by intent or gross negligence on the part of Jess Meubeldesign.

3. Jess Meubeldesign is only liable for direct damage. Jess Meubeldesign shall never be liable for indirect damage, including, but not limited to trading loss, loss of production, loss of turnover and/or profit, costs involved in the execution of the object, depreciation of products, lost savings and damage due to business stagnation.

4. Liability for direct damage by Jess Meubeldesign on account of attributable failure to fulfil an agreement shall only arise if the Other Party immediately and properly notifies Jess Meubeldesign in writing of its failure, stating a reasonable period to remedy the failure and Jess Meubeldesign continues to fail imputably to fulfil its obligations even after that period. The notice of default must contain as detailed a description of the shortcoming as possible, so that Jess Meubeldesign is able to respond adequately.

5. If the Other Party demonstrates that it has suffered damage as a result of a fault on the part of Jess Meubeldesign, Jess Meubeldesign shall only be liable for the damage resulting from an

attributable shortcoming up to a maximum of the amount of the invoice. The liability of Jess Meubeldesign is in any case always limited to the amount paid out by Jess Meubeldesign's insurer, increased by the amount of the **deductible excess** of Jess Meubeldesign.

6. In the event that Jess Meubeldesign, together with one or more other contractors, has received an **order** from the Other Party, each of the contractors shall be liable for a shortcoming in the (partial) work **carried out** by it.

Article 17 Force majeure

1. Jess Meubeldesign is not obliged to comply with any obligation towards the Other Party if it is hindered to do so as a result of a circumstance that is not attributable to fault and is not at its expense by virtue of the law, a legal act or generally accepted views.

2. With respect to Jess Meubeldesign, force majeure in these Terms and Conditions means any circumstance, both foreseen and unforeseen, as a result of which the fulfilment of the Agreement by the Other Party can no longer be reasonably expected, including but not limited to: war, sabotage, revolt, riot or other turmoil, acts of a hostile state, transport disruptions, suspensions of the business, accidents, fire, explosion, storm and other natural disasters, shortage of labour force, shortage of fuel, technical faults, devaluation and inflation, as well as obstructing government measures such as sudden increases in import duties and excise tax and/or taxes and failures or delays affecting the delivery by the manufacturer. Jess Meubeldesign also has the right to invoke force majeure if the circumstance preventing (further) fulfilment of the Agreement occurs after Jess Meubeldesign should have fulfilled its obligation.

3. Jess Meubeldesign may suspend its obligations under the Agreement during the period of force majeure. If this period lasts longer than two months, either party shall be entitled to dissolve the Agreement, without any obligation to pay damages to the Other Party.

4. In the event that Jess Meubeldesign has already partially fulfilled or will be able to fulfil its obligations under the Agreement at the time the force majeure occurs, and the part already fulfilled or to be fulfilled is of independent value, Jess Meubeldesign shall be entitled to invoice the part already fulfilled or to be fulfilled separately. The Other Party is obliged to pay this invoice as if it were a separate agreement.

Article 18 Retention of title

1. All items delivered by Jess Meubeldesign within the framework of the Agreement remain the property of Jess Meubeldesign until all claims that Jess Meubeldesign has or will have against the Other Party, for whatever reason, have been paid in full, including any additional interest and costs.

2. If the Other Party fails to fulfil its obligations towards Jess Meubeldesign, or if Jess Meubeldesign has good reason to fear that the Other Party will fail to fulfil its obligations, Jess Meubeldesign shall be entitled to repossess the goods delivered under retention of title. All costs to be incurred by Jess Meubeldesign in that case and in that context shall be borne by the Other Party.

3. If third Parties seize goods delivered under retention of title or wish to establish or assert rights to them, the Other Party is obliged to inform Jess Meubeldesign of this immediately.

4. In the event that Jess Meubeldesign wishes to exercise its property rights referred to in this clause, the Other Party shall give Jess Meubeldesign and third parties to be appointed by Jess Meubeldesign unconditional and irrevocable consent in advance to enter all places where Jess Meubeldesign's property is located and to take back those items.

Article 19 Expiry period

Insofar as these Terms and Conditions do not stipulate otherwise, the rights of action and other powers of the Other Party, for whatever reason, against Jess Meubeldesign in relation to carrying out the work of Jess Meubeldesign, shall, in any event, lapse one year after the moment when the Other Party became aware or could reasonably have become aware of the existence of these rights and powers.

Article 20 Penalty clause

1. If the Other Party violates Article 12, 13 and/or 18, the Other Party will owe Jess Meubeldesign an immediately payable fine of € 10,000.00 (amount in figures ten thousand Euros) plus € 1,000.00 per violation per day for as long as the violation continues.

Article 21 Transferability

1. The Other Party is not permitted to transfer his/her rights and/or obligations arising from the Agreement concluded with Jess Meubeldesign.

2. Transfer of rights and/or obligations is only possible after the Other Party has informed Jess Meubeldesign of this and has obtained Jess Meubeldesign's explicit written consent.

Article 22 Applicable law; competent court

All agreements between the Other Party and Jess Meubeldesign to which these Terms and Conditions apply shall be governed by Dutch law. The Vienna Sales Convention is hereby excluded.

2. The court in Jess Meubeldesign's place of business shall have exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. However, Jess Meubeldesign has the right to submit the dispute to the competent court according to the law.