

**GENERAL TERMS AND CONDITIONS OF
KIMPEX LIVING VOF WITH ITS
REGISTERED OFFICE AND PRINCIPAL
PLACE OF BUSINESS AT 2121 SL IN
BENNEBROEK AT NARCISSENLAAN 22,
REGISTERED IN THE NETHERLANDS
BUSINESS REGISTER UNDER NUMBER
58256407**

**ARTICLE 1 APPLICABILITY AND
DEFINITIONS**

1.1 These General Terms and Conditions apply to all offers made by and all agreements entered into with KimpeX Living B.V. (hereinafter "KimpeX Living"). In particular, they shall apply to all sales and deliveries of goods (such as floors, tiles, wall finishes, home and garden furniture, home accessories, paint, antiques), accessories (such as glue, grout, sealers, coatings, primers) as well as to all agreements for services to be provided by KimpeX Living (such as project-based interior design consultancy).

1.2 In these Terms and Conditions, the following terms are defined as follows:

- the Other Party means the natural person or legal entity that receives offers from KimpeX Living in accordance with paragraph 1 or enters into agreements with KimpeX Living;
- consumer: the Other Party, natural person, who is not acting in the exercise of a profession or business;
- Direct Damage means damage to items sold and delivered by KimpeX Living and/or damage to items as a result of work or services rendered by KimpeX Living;
- Indirect Damage: all damage that does not fall under the definition of Direct Damage, such as, among other things, consequential damage, loss suffered, loss of or to be lost income, higher production costs, loss of profit, personal injury, damage to animals, immaterial damage ("compensation for pain and suffering"), higher production costs, missed savings, environmental damage, reduced goodwill, damage due to business stagnation, damage as a result of

damage claims by third parties against the Other Party, damage as a result of mutilation, destruction, loss or inaccessibility (or no longer accessibility) of data, data or documents, interest as well as costs for prevention, limitation or determination of damage and/or for obtaining payment outside of court.

1.3 The address given by the Other Party before or at the time of entering into the agreement is permitted to be used as such by KimpeX Living for the purpose of issuing statements and/or communications to the Other Party, until the Other Party has informed KimpeX Living in writing of its new address.

**ARTICLE 2 GENERAL TERMS AND
CONDITIONS OF THE OTHER PARTY AND
DEVIATING AGREEMENTS**

2.1 The general terms and conditions of delivery, payment and purchase of the Other Party shall not apply to offers made by and agreements entered into with KimpeX Living.

2.2 Agreements between KimpeX Living and the Other Party that deviate from these General Terms and Conditions shall only be considered as agreed if KimpeX Living has confirmed these agreements in writing.

**ARTICLE 3 OFFERS, AGREEMENTS AND
PRICES**

3.1 All offers made are always without obligation. If an offer is accepted by the Other Party, KimpeX Living is entitled to revoke the offer within five working days of receiving the acceptance without giving reasons.

3.2 Data and appendices provided with the offer by KimpeX Living are for information purposes only and give a general representation.

3.3 If a sample or model has been shown or provided to the Other Party before or at the time of the offer, this shall serve only as an indication, without the goods having to be

identical to it.

3.4 Unless otherwise expressly agreed in writing, the following work, deliveries and services are not part of the obligations of KimpeX Living under the Agreement:

- mounting, hanging, installing, connecting, placing or laying (such as tiling) the items sold and delivered by KimpeX Living.
- cutting, breaking and removing pre-existing tiles;
- construction work in the broadest sense.
- plastering, home furnishing, painting and plumbing work.

3.5 If the Other Party places an order with KimpeX Living by telephone, email or telefax, the content of the agreement shall be proved in full by means of the order confirmation issued to the Other Party by KimpeX Living on the basis of this order, unless the Other Party expresses their objections to this order confirmation in writing immediately after receipt of the order confirmation.

3.6 The prices applicable on the day of delivery shall be charged. If after the offer or entering into the agreement one or more cost price determining factors, on which the prices are based, are subject to change due to any circumstance whatsoever, KimpeX Living is entitled to raise the offered or agreed prices accordingly, without this entitling the Other Party to terminate the agreement in whole or in part.

3.7 The foregoing paragraph also applies to offers to and agreements with consumers. If KimpeX Living raises the price within three months of entering into the agreement, the consumer has the right to terminate the agreement by registered letter.

3.8 The prices quoted are in euros, from warehouse stocks, and exclusive of VAT, exclusive of packaging and exclusive of transport costs, unless otherwise stated in the offer.

3.9 All prices are always exclusive of VAT, un-

less otherwise stated in the offer.

3.10 Any orders or assignments taken by representatives, dealers, intermediaries or employees shall not bind KimpeX Living until confirmed in writing by KimpeX Living.

3.11 KimpeX Living expressly reserves the right to make allowances for differences in the goods to be delivered by KimpeX Living within the tolerances customary in the industry with regard to colour, structure, size, thickness and finish.

ARTICLE 4 DELIVERY TIME, DELIVERY AND RISK

4.1 The stated delivery times are indicative and are never to be considered as a strict deadline, unless expressly agreed otherwise.

4.2 Except in the case of wilful intent or deliberate recklessness on the part of KimpeX Living, if the delivery time is exceeded by up to twenty days, even after notice of default, the Other Party cannot claim compensation and/or dissolution of the agreement. If the delivery time is exceeded by more than twenty days, the Other Party must give KimpeX Living written notice of default. In this notice of default, the Other Party must give KimpeX Living a reasonable period of time to fulfil its obligations.

4.3 If the delivery time is exceeded, the consumer must give KimpeX Living written notice of default and give KimpeX Living a reasonable period of time to comply.. Paragraph 2 does not apply to consumers in any other respect.

4.4 The delivery period begins on the day on which written confirmation of the establishment of the agreement has been received by the Other Party from KimpeX Living, but not until after the Other Party has complied with all possible particulars relating to the execution of the agreement which must first be established by the Other Party, such as payment of the agreed

advance or down payment.

4.5 Delivery shall take place ex works Baarlo (Netherlands) Incoterms 2020. The risk of damage, destruction or loss of the goods to be delivered is transferred to the Other Party as soon as these goods have left the warehouse of RAW Stones, even if free delivery has been agreed to.

4.6 In the case of purchase agreements entered into by KimpeX Living with consumers, the risk shall be transferred at the time of delivery. When the item is delivered to the consumer by KimpeX Living or a carrier designated by KimpeX Living, the item is for the risk of the consumer from the time of delivery.

4.7 If the Other Party does not take delivery, or does not take delivery in time or in full of the goods ordered or purchased from KimpeX Living, KimpeX Living is entitled to store these goods for the account and risk of the Other Party and to demand payment as if the delivery had taken place.

ARTICLE 5 FORCE MAJEURE

5.1 A shortcoming in the performance of the agreement by KimpeX Living, among other things, cannot be attributed to KimpeX Living if the causes of this shortcoming are not due to KimpeX Living's fault or are beyond KimpeX Living's sphere of risk. Causes within the meaning of the foregoing sentence are, inter alia, war, threat of war, threat of war, civil war, terrorism, epidemics, pandemics, excessive price increases, riots, acts of war, fire, lightning strikes, water damage, flooding, industrial action, sit-down strikes, strikes, work-to-rule action, lockouts, entry and import restrictions, government measures, defects in machinery or computers, computer viruses, inaccessibility or damage of (external or otherwise) stored data or files, disruptions in the supply of gas, water and electricity, disruptions in computer networks, data networks, telecommunication facilities

ties or the Internet, transport and traffic problems, exceptional or extreme weather conditions as well as stagnation and/or interruption of deliveries from suppliers who KimpeX Living must procure materials, parts, ingredients and/or raw materials from for the performance of the agreement.

5.2 In the event of a non-attributable breach of contract by the Other Party, KimpeX Living is entitled to dissolve the contract in whole or in part.

ARTICLE 6 EXCLUSION AND LIMITATION OF LIABILITY

6.1 For all Direct Damages of the Other Party, as described in article 1 paragraph 2, caused by an attributable failure on the part of KimpeX Living in the performance of the agreement, the liability of KimpeX Living, except in the event of wilful intent or deliberate recklessness on the part of the management or its executive employees, or liability pursuant to mandatory provisions, shall be limited to the agreed price of the goods sold and delivered by KimpeX Living and/or the invoice value of the work performed (excluding VAT).

6.2 KimpeX Living shall not be liable for any Indirect Damage, as defined in Article 1.2, except in the event of wilful intent or deliberate recklessness on the part of the Management Board or its executive employees or in case of liability on the grounds of mandatory provisions.

6.3 If the court should rule that KimpeX Living is not entitled to rely on the limitations and exclusions of liability as set forth in paragraphs 1 and 2 of this Article, the total liability of KimpeX Living for Direct and Indirect Damages shall be limited to a maximum of the amount paid out under the liability insurance policy of KimpeX Living for the incident in question (plus the deductible) and, in the absence of liability insurance or in the absence of coverage under the

policy of liability insurance, to a maximum amount of € 10,000.00.

6.4 KimpeX Living may only be held liable for non-performance of an agreement if the Other Party gives KimpeX Living immediate and proper notice of default in writing, setting a reasonable period of time for KimpeX Living to remedy the situation, and if KimpeX Living continues to be responsible for the non-performance of its obligations even after this period of time has expired. The notice of default must contain as complete and detailed a description of the failure as possible, so that KimpeX Living is able to respond adequately.

ARTICLE 7 WARRANTY

7.1 Without prejudice to the provisions of Article 8 and unless otherwise stated in the offer or the agreement or otherwise stipulated by mandatory law, goods sold and delivered with a manufacturer's, importer's or wholesaler's warranty shall be subject exclusively to the warranty provisions laid down by these suppliers.

7.2 If there is no applicability of a special manufacturer's, importer's or wholesale warranty, KimpeX Living will, under the following conditions and for a period of three months after delivery, provide a warranty for material or construction defects or other shortcomings attributable to KimpeX Living:

- the warranty is limited to — at the discretion of KimpeX Living — replacing (the part of) the item free of charge, or repairing (the part of) the item free of charge. Items or parts that are replaced will be replaced by or repaired with identical or similar new items/ parts.
- The warranty includes the labour hours of (employees of) KimpeX Living as well as the costs of packaging and shipping by KimpeX Living to the Other Party.
- In case of a justified appeal to the warranty, the Other Party will receive, at the sole discretion of KimpeX Living, replacement Products or a proportional reduction of the

purchase price. Under no circumstances will KimpeX Living reimburse the costs incurred for the removal as well as the installation of the Products. Removal and installation includes cutting and breaking work, disposal of materials, levelling of a subfloor and installation of a new tile floor.

- In case of wilful intent or gross negligence on the part of KimpeX Living, KimpeX Living will only be liable to the Other Party for direct damage and never for consequential damage, such as immaterial damage, trading loss, environmental damage or loss of profit.

7.3 The warranty referred to in paragraphs 1 and 2 does not apply to:

- normal wear and tear;
- consumables;
- minor deviations that are immaterial to the functionality of the item in question;
- malfunctions/defects resulting from improper or injudicious use;
- malfunctions/defects resulting from neglect, or lack of or improper maintenance;
- malfunctions/defects resulting from maintenance carried out not in accordance with the maintenance instructions;
- use, assembly or installation of the items not in accordance with the instructions for use/documentation;
- deviations in length, width, thickness, surface or colouring within the tolerances that are customary in the industry;

7.4 Warranty cases shall not result in a renewal and/or extension of the original warranty period.

7.5 Unless otherwise agreed in writing, the items shall be provided together with an accompanying letter stating the complaint(s), name of the contact person, his/her telephone number, his/her correspondence address and all necessary accessories for repair or restoration. If the items are returned within the warranty period, a copy of the purchase receipt and/or packing slip must also be included.

ARTICLE 8 INVESTIGATION AND COMPLAINT DUTY

8.1 The Other Party is obliged to examine (or have examined) the goods closely after their arrival at the destination. Any complaints about differences in quantity between the delivered goods and the description given on the receipt/consignment note/packing slip or invoice, as well as about externally visible defects and deviations in length, width, thickness, surface or colour outside the tolerances customary in the industry, must be made known to KimpeX Living or, as the case may be, the carrier immediately upon receipt, failing which any rights will be forfeited. Any complaints about defects not immediately visible must be made within eight days of arrival at the place of destination by the Customer (and by the Consumer within a reasonable time within the meaning of article 7:23 paragraph 1 of the Dutch Civil Code) in writing/by email to KimpeX Living, under penalty of forfeiture of rights and without prejudice to the provisions of Article 7 of these General Terms and Conditions.

8.2 The Other Party shall lend KimpeX Living all cooperation necessary to verify the merits of the complaint (or have it verified). This includes giving KimpeX Living the opportunity to check the items and/or the use of the items on site (or have them checked).

8.3 Complaints do not give the Other Party the right to suspend (part of) the payment; settlement by the Other Party with a possible counterclaim is also expressly excluded. This provision does not apply to consumers if and to the extent that the consumer meets the legal requirements for a suspension or setoff claim.

ARTICLE 9 PAYMENT TERMS

Payment for goods delivered by KimpeX Living shall be due within fourteen (14) days of the invoice date, unless otherwise agreed in writing.

Payment shall — unless otherwise indicated by KimpeX Living on the invoice — be made in the Netherlands, and to a bank account held by KimpeX Living at a bank or branch of a bank established in the Netherlands.

9.2 The Other Party is not entitled to claim a suspension of payment or a setoff with respect to KimpeX Living. This provision does not apply to the consumer if the consumer meets the legal requirements for suspension or setoffs.

9.3 After the expiration of the period specified in paragraph 1, the invoice amount shall be immediately due and payable. At that time, the Other Party shall be in default by operation of law without notice of default being required.

9.4 After the expiry of the period specified in paragraph 1, KimpeX Living is entitled to charge interest on the unpaid amount at the statutory commercial interest rate pursuant to Article 6:119a of the Dutch Civil Code and from the day the Other Party is in default until the day of payment in full. Consumers will be charged the annual statutory interest referred to in Article 6:119 of the Dutch Civil Code, with the preceding sentence applying *mutatis mutandis*.

9.5 Payments made by the Other Party shall always serve to pay all costs due, then interest and then due and payable invoices that have been outstanding the longest, even if the Other Party states that the payment relates to a later invoice.

9.6 If the Other Party fails to meet its payment obligations on time, the Other Party shall be obliged to bear and pay in full the extrajudicial costs incurred by KimpeX Living, as well as legal costs and costs of legal aid. These costs also include other and/or higher costs than the legal costs to be estimated in accordance with the law.

In the event that KimpeX Living files for the bankruptcy of the Other Party, the Other Party will also be liable to pay the costs of the bank-

ruptcy filing in addition to the costs mentioned above.

9.7 Without prejudice to the provisions of paragraph 3, the Other Party shall not be liable in the event of bankruptcy (application for - bankruptcy, (application for) a suspension, (application for) admission to any statutory debt rescheduling arrangement, cessation or liquidation of the Other Party's business, or in the event of the placing under receivership of the Other Party, without a notice of default being required, shall be in default by operation of law. The previous sentence applies mutatis mutandis if the Other Party does not, not properly, or not in time, fulfil its obligations under the agreements entered into with KimpeX Living.

9.8 In the cases referred to in the preceding paragraph, KimpeX Living has the right, without judicial intervention, either to suspend the performance of the agreement or to rescind the agreement in whole or in part by means of a written statement, without prejudice to KimpeX Living right to claim full damages /compensation.

ARTICLE 10 SECURITY

10.1 If KimpeX Living has good reason to fear that the Other Party will not fulfil its obligations under the agreement, KimpeX Living shall be entitled before or during the execution of the agreement to suspend the performance of its obligations until the Other Party, at the request and to the satisfaction of KimpeX Living, has provided security for the fulfilment of all its obligations under the agreement. This provision applies equally if KimpeX Living delivers subject to payment on credit and the payment term has not yet expired.

10.2 After the period set by KimpeX Living for the provision of security has expired, the Other Party shall be in default by operation of law and

KimpeX Living is permitted to rescind the agreement without judicial intervention by means of a written statement, without prejudice to the right of KimpeX Living to claim full damages.

ARTICLE 11 RETENTION OF TITLE

11.1 Goods delivered by KimpeX Living shall remain the property of KimpeX Living until the Other Party has fulfilled all the following obligations under all contracts entered into with RAW Stones:

- reciprocal arrangements in relation to items delivered or to be delivered;
- reciprocal arrangements in relation to services rendered or to be rendered by KimpeX Living pursuant to an agreement;
- any claims for non-performance by the Other Party of any agreement(s) entered into with KimpeX Living.

11.2 Goods delivered by KimpeX Living that are subject to retention of title under paragraph 1 may be resold only within the framework of the normal course of business. The Other Party is not authorised to pledge the delivered goods or to establish any other right over them.

11.3 If the Other Party fails to comply with their obligations or if there is a well-founded fear that they will not comply with their obligations, KimpeX Living is entitled to remove or have removed from the Other Party's premises or from the premises of third parties holding these goods on behalf of the Other Party, the goods delivered subject to retention of title as referred to in paragraph 1. The Other Party is obliged to lend all cooperation to this end under penalty of an immediately payable fine of 10% per day of all that it owes to KimpeX Living.

11.4 If third parties wish to establish or enforce any retention of title, the Other Party is obliged to immediately inform KimpeX Living of this in writing.

11.5 The Other Party undertakes:

- to insure and keep insured the goods delivered under retention of title against damage, fire, explosion and water damage and against theft and to make the policy of this insurance available to KimpeX Living for inspection;
- to pledge to KimpeX Living upon the first request of KimpeX Living all claims of the Other Party against insurers with respect to the goods delivered under retention of title as referred to in Article 3:239 of the Dutch Civil Code;
- to pledge to KimpeX Living as referred to in Article 3:239 of the Dutch Civil Code, at KimpeX Living's first request, the receivables that the Other Party acquires from the resale of goods delivered by KimpeX Living under retention of title;

11.6 If the agreement relates to goods to be delivered by KimpeX Living to a contracting party domiciled in Germany, the following provisions shall also apply — with the provisions of paragraphs 1 to 5 of this article being applied mutatis mutandis:

- the property law consequences regarding retention of title are governed by German law;
- the goods delivered by KimpeX Living shall — in addition to the cases mentioned in paragraph 1 of this article — also remain the property of KimpeX Living until the Other Party has paid in full to KimpeX Living all existing and future claims — on whatever account — plus interest and costs;
- In the event that the items delivered by KimpeX Living are processed or treated, the Other Party will not become the owner of the new item, but the processing or treatment will be deemed to have been carried out on behalf of KimpeX Living, without any obligations being incurred by KimpeX Living as a result;
- If the items delivered by KimpeX Living become part of another item, or if the items delivered by KimpeX Living are mixed with other items, KimpeX Living will become co-owner of the new item in proportion to the invoice value of the items delivered by KimpeX Living to the

invoice value of the other items. In case the property rights of KimpeX Living should lapse as a result of accession or mixing, the Other Party hereby transfers their (share in the) ownership of the newly created item to KimpeX Living.

ARTICLE 12 LIEN

KimpeX Living is authorised to retain the goods or other goods in its possession or to be acquired from the Other Party until all amounts due to KimpeX Living under the agreement entered into have been paid in full by the Other Party.

ARTICLE 13 STATUTE OF LIMITATIONS

The rights of action of the Other Party shall lapse no later than one year after they arise, unless rules of mandatory law dictate otherwise.

ARTICLE 14 CONVERSION

If any provision of these general terms and conditions is void or is annulled, that provision will be replaced (to the extent possible by operation of law) by a provision that corresponds as closely as possible to the purport of the void or annulled provision. The Parties are obligated to consult with each other on fair terms, if needed, on the text of this new provision. The other provisions of the General Terms and Conditions retain their validity unimpaired, unless mandatory rules of law dictate otherwise.

ARTICLE 15 CONSUMER TRANSACTIONS

If the Other Party is a consumer, the provisions of these terms and conditions shall not apply insofar as they fall within the scope of Article 6:236 of the Dutch Civil Code.

ARTICLE 16 INTELLECTUAL PROPERTY RIGHTS

All rights of intellectual and/or industrial property rights to materials, designs, concepts, docu-

mentation, advice, designs, drawings that KimpeX Living has developed or provided are the sole property of KimpeX Living. Unless expressly agreed otherwise or unless stipulated otherwise by mandatory law, the Other Party only acquires a non-transferable and non-exclusive right of use. Any other right of use, reproduction, disclosure and/or exploitation is expressly prohibited.

ARTICLE 17 PROCESSING OF PERSONAL DATA

17.1 To the extent that personal data are processed in the course of the performance of the Agreement, such personal data will be processed by KimpeX Living in a proper and careful manner in accordance with the Personal Data Protection Act and General Data Protection Regulation.

17.2 KimpeX Living will take technical and organizational measures to protect the personal data against loss or any other form of unlawful processing, thereby taking into account the latest technology and the nature of the processing.

ARTICLE 18 DISPUTES AND APPLICABLE LAW

18.1 All offers of and agreements with KimpeX Living are governed exclusively by Dutch law. The application of the United Nations Convention on Contracts for the International Sale of Goods ("Vienna Sales Convention") is excluded.

18.2 With respect to any disputes that may arise between KimpeX Living and the Other Party, the District Court of Haarlem shall have exclusive jurisdiction, unless rules of mandatory law dictate otherwise.