



General Terms and Conditions of Richmond Interiors B.V.

1. Definitions

Offer	any offer made by Richmond to enter into an Agreement;
Customer	the legal entity to whom Richmond makes an Offer for the supply of Products and/or who enters into an Agreement with Richmond;
Agreement	any Agreement between the Parties concerning the sale and delivery of Products by Richmond to the Customer;
Parties	Richmond and the Customer, jointly or individually;
Products	the Products to be supplied by Richmond to or for the benefit of the Customer pursuant to the Agreement;
Richmond	Richmond Interiors B.V. (Chamber of Commerce number: 36050685), user of these Terms and Conditions;
In Writing	by letter, e-mail or bailiff's writ;
Terms and Conditions	these General Terms and Conditions of Richmond.

2. Applicability

- 2.1 These Terms and Conditions apply to all Offers and Agreements, including but not limited to all agreements arising therefrom and related thereto.
- 2.2 If these Terms and Conditions have applied to an Agreement concluded between the Parties, they shall automatically, without requiring any further agreement between the Parties, apply to every subsequent Agreement concluded between the Parties.
- 2.3 The applicability of any terms and conditions used by the Customer to any Agreement is expressly rejected by Richmond, unless and after such terms and conditions have been expressly declared applicable to an Agreement by Richmond In Writing.
- 2.4 In the event of the invalidity or annulment by the Customer of one or more provisions of these Terms and Conditions, the remaining provisions of these Terms and Conditions shall remain fully applicable to the Agreement. The Parties shall consult with one another in order to replace the invalid or annulled provision of these Terms and Conditions with a provision that is valid and non-annullable and that corresponds as closely as possible to the purpose and intent of the invalid or annulled provision.
- 2.5 To the extent that an Agreement deviates from one or more provisions of these Terms and Conditions, the provisions of the Agreement shall prevail. The remaining provisions of these Terms and Conditions shall in that case remain fully applicable to the Agreement.
- 2.6 If translations of these Terms and Conditions have been issued, the Dutch language version shall prevail over any version in another language.

3. Offers

- 3.1 An Offer shall, unless expressly stated otherwise, be non-binding and remain valid for the period stated in the Offer. If the Offer does not specify a period for acceptance, the Offer shall expire no later than thirty (30) days after the date stated in the Offer.
- 3.2 An Offer accepted by the Customer within its period of validity may be revoked by Richmond within five (5) Business Days after the date of receipt of the acceptance by Richmond, without this giving rise to any obligation on the part of Richmond to compensate the Customer for any damage suffered as a result.
- 3.3 If the Customer provides Richmond with data or information for the purpose of preparing an Offer, Richmond may rely on the accuracy thereof and base its Offer thereon. The Customer shall indemnify Richmond against any claims by third parties relating to the use of data or information provided by or on behalf of the Customer.
- 3.4 A price list or other overview provided by Richmond to the Customer stating prices in general terms shall not constitute an Offer.

4. Formation of Agreements

- 4.1 Subject to the other provisions of these Terms and Conditions, an Agreement shall only come into existence:
 - a. by acceptance by the Customer of an Offer;
 - b. by Written confirmation by Richmond of an order placed by the Customer other than on the basis of an Offer; or
 - c. by Richmond actually performing an order placed by the Customer.
- 4.2 The Agreement replaces and supersedes all previous proposals, correspondence, arrangements or other communications between the Parties that took place prior to the conclusion of the Agreement.
- 4.3 Any amendment to the Agreement shall only be possible after Written acceptance by Richmond.

5. Prices

- 5.1 The price lists distributed by Richmond, where applicable, are indicative only and shall not be binding upon Richmond, unless expressly stated otherwise In Writing.
- 5.2 At the commencement of the Agreement, the prices stated in the Agreement shall apply.
- 5.3 All prices are stated in euros and are, unless expressly stated otherwise, exclusive of VAT and additional costs.
- 5.4 If an Agreement is concluded between the Parties without an express agreement on the price, the prices applied by Richmond at the time of the performance of its obligations shall apply between the Parties, irrespective of any Offers previously made or prices previously applied.
- 5.5 Richmond shall be entitled to amend the price if one or more of the price-determining factors have increased, at Richmond's discretion. Payment of the price increase shall take place simultaneously with payment of the principal amount or the final instalment.

- 5.6 If the price increase referred to in Article 5.5 exceeds twenty percent (20%) of the original price in total, the Customer shall be entitled to terminate the Agreement within seven (7) days after notification of the price increase. In that case, the Customer shall not be entitled to any compensation.

6. Delivery

- 6.1 Richmond shall arrange the transportation of the Products to be delivered at the agreed location pursuant to the Agreement.
- 6.2 Richmond shall be entitled to deliver an order in instalments and to invoice the delivered Products separately.
- 6.3 Delivery shall take place as agreed by the Parties in the Agreement.
- 6.4 Richmond shall have fulfilled its delivery obligation by making the Products available at the agreed address on the day of delivery. The offering of the Products at the agreed address shall be deemed to constitute delivery of those Products. If the Products are offered on the agreed day and at the agreed place but are not accepted, or if the Products must be stored for a longer period at the Customer's request, the Products shall be stored free of charge for a period of four (4) weeks after the day of delivery. Upon expiry of this period, storage costs and any other reasonable costs shall be charged to the Customer.
- 6.5 Upon expiry of the four (4) week period referred to in Article 6.4, Richmond shall no longer be obliged to keep the Products ordered by the Customer at the Customer's disposal, unless the Parties agree otherwise. Richmond shall then be entitled to sell the Products to a third party or otherwise dispose of them at its own discretion. The Customer shall nevertheless remain obliged to perform the Agreement by taking delivery of the relevant Products at Richmond's first request. Richmond shall also be entitled to charge the Customer for damages, storage costs and transportation costs. The Customer shall at all times remain obliged to pay the price for the Products.

7. Delivery Period

- 7.1 Any delivery period stated by Richmond shall always be indicative and shall therefore never constitute a strict deadline. Exceeding the agreed delivery period shall under no circumstances entitle the Customer to compensation.
- 7.2 The delivery period stated by Richmond shall commence once agreement has been reached on all (technical) details relating to Richmond's obligations and all conditions necessary for the performance of the Agreement have been fulfilled.
- 7.3 If circumstances arise that differ from those known to Richmond at the time the Agreement was concluded, Richmond may extend the delivery period by the time required to perform the Agreement under the changed circumstances.
- 7.4 Richmond shall only be deemed to be in default after exceeding an agreed delivery period, or the delivery period as extended pursuant to Article 7.3, if Richmond has received a Written notice of default from the Customer granting Richmond a reasonable period of one (1) month to perform its obligations and Richmond fails to perform within that period. In the event of termination, the Customer shall not be entitled to compensation, unless the exceeding of the aforementioned period is the result of intent or gross negligence on the part of Richmond's management and/or its managerial subordinates.

8. Payment

- 8.1 Richmond shall send the Customer an invoice for the Products to be delivered or already delivered. Richmond may invoice the Customer before or after delivery of the Products.
- 8.2 The Customer shall pay an invoice within thirty (30) days after the invoice date. The Customer shall pay the invoice to the bank account communicated by Richmond. Payment shall be deemed to have been made when the relevant amount has been received by Richmond.
- 8.3 If an invoice has not been paid in full within the prescribed period, the Customer shall immediately be in default, without any further notice of default being required, and statutory commercial interest (Article 6:119a of the Dutch Civil Code) shall be due from the day following the due date of the relevant invoice, whereby part of a month shall count as a full month. In addition, all extrajudicial collection costs shall be borne by the Customer. Such costs are hereby fixed in advance by the Parties at a minimum of fifteen percent (15%) of the outstanding claim, subject to a minimum of EUR 150, without prejudice to Richmond's right to claim the actual extrajudicial collection costs if these are higher.
- 8.4 Payments made by the Customer shall first be applied to costs due, then to interest due, and subsequently to the payable invoices that have remained outstanding for the longest period, even if the Customer states that the payment relates to another invoice.
- 8.5 Richmond shall be entitled at any time to require full advance payment of the purchase price or any other security for payment of the purchase price.
- 8.6 Richmond shall be entitled to set off any claim it has against the Customer against any debt Richmond may owe to the Customer or to legal entities affiliated with the Customer.
- 8.7 All claims of Richmond against the Customer shall become immediately due and payable in the following cases:
 - a. if, after the conclusion of the Agreement, circumstances come to Richmond's attention that give Richmond good reason to fear that the Customer will fail to fulfil its obligations, entirely at Richmond's discretion; and
 - b. in the event of the Customer applying for bankruptcy or suspension of payments, or in the event of the liquidation or bankruptcy of the Customer.

9. Limitation Periods

- 9.1 Any right of the Customer, on whatever legal basis, against Richmond in connection with delivered Products shall lapse twelve (12) months after the date on which the Customer became aware, or could reasonably have become aware, of the existence of such right, unless Richmond has received a Written claim from the Customer before the expiry of that period. The notification referred to in the previous sentence must state, with reasons, the basis of the claim.

10. Retention of Title

- 10.1 All delivered Products shall remain the property of Richmond until the Customer has fulfilled all obligations arising from or relating to one or more Agreements, including claims relating to penalties, interest and costs. Until that time, the Customer shall keep the Products delivered by Richmond separate from other goods and clearly identified as the property of Richmond, and shall adequately insure and keep them insured. As long as the delivered



Products are subject to retention of title, the Customer shall not encumber or dispose of them, unless the Customer considers this necessary for the operation of its business.

- 10.2 After Richmond has invoked its retention of title, Richmond may recover the delivered Products. The Customer shall permit Richmond to enter the place where the Products are located.

11. Force Majeure

- 11.1 Richmond cannot be required to perform, remedy or pay compensation if a failure is the result of Force Majeure.
- 11.2 In addition to what is understood by law and case law, Force Majeure as referred to in Article 11.1 shall in any event, but not exclusively, include a failure resulting from (a) problems at and/or serious disruptions to the production process of suppliers, including utility companies, (b) failure by third parties to supply necessary materials, (c) intent or gross negligence of auxiliary persons, (d) strikes, (e) excessive staff illness, (f) fire, (g) exceptional weather conditions (such as flooding), (h) government measures (both national and international), including but not limited to import and export bans and restrictions, (i) war, mobilisation, civil unrest, riots, martial law, (j) sabotage, (k) transport disruptions, (l) machinery breakdown, (m) hacks and/or (n) transport delays.
- 11.3 In the event of Force Majeure, Richmond shall have the choice either to suspend the performance of the Agreement until the Force Majeure situation has ceased to exist, or to terminate the Agreement in whole or in part, whether or not after initially having opted for suspension. In both cases, the Customer shall not be entitled to any compensation. If the period during which performance by Richmond is impossible due to Force Majeure lasts longer than thirty (30) days, the Customer shall also be entitled to terminate the Agreement in part (for the future), provided that Richmond shall be entitled, in accordance with Article 11.4, to compensation for the work already performed. In the event of partial termination on the grounds of Force Majeure, there shall be no obligation to compensate any damage.
- 11.4 If, at the commencement of the Force Majeure situation, Richmond has already partially fulfilled its obligations or can only partially fulfil its obligations, Richmond shall be entitled to payment for the part of the work already performed and the Customer shall be obliged to pay such amount as if it concerned a separate Agreement.

12. Liability

- 12.1 Richmond shall only be liable for direct damage suffered by the Customer as a result of an attributable failure by Richmond in the performance of the Agreement. Compensation shall only be payable for damage against which Richmond is insured, or could reasonably have been expected to be insured, given the nature of Richmond's business and the market in which it operates, and only up to the amount paid out by the insurer in the relevant case.
- 12.2 Richmond shall not be liable for:
- a. financial loss, including, but not limited to, business interruption, consequential loss, delay damage and loss of profit;
 - b. damage arising from any act or omission of the Customer or third parties in violation of instructions provided by Richmond or in violation of the Agreement and these Terms and Conditions;



- c. damage resulting directly from incorrect, incomplete and/or defective information provided to Richmond by or on behalf of the Customer.
- 12.3 Compensation for damage shall be limited to the net invoice value of the delivered Products, if:
 - a. at the time of entering into the Agreement it was not possible for Richmond to obtain insurance as referred to in paragraph 12.1, or to renew such insurance thereafter, or not on reasonable terms;
 - b. the insurer does not proceed to payment of the relevant damage; or
 - c. the relevant damage is not covered by the insurance.
- 12.4 The Customer shall indemnify Richmond against all claims by third parties in respect of damage arising from or in connection with Products delivered by Richmond, insofar as Richmond would likewise not be liable to the Customer for such damage.

13. Acceptance and Warranty

- 13.1 The delivered Products shall, in any event, after Richmond has performed its obligations under the Agreement, be subjected by the Customer to an acceptance test within a reasonable period, but no later than eight (8) days after delivery. If the Customer has not notified Richmond In Writing of any defects, including the grounds therefor, within the aforementioned reasonable period after delivery, the delivered Products shall be deemed to have been accepted by the Customer and to comply with the requirements and performance set out in the Agreement and to conform to the Agreement.
- 13.2 Any defects in the delivered Products that are not visible upon delivery shall be reported to Richmond In Writing, including the grounds therefor, within eight (8) days after discovery or after they could reasonably have been discovered, failing which the delivered Products shall be deemed to have been accepted by the Customer and to comply with the requirements and performance set out in the Agreement and to conform to the Agreement.
- 13.3 Visible defects in the packaging or complaints regarding the number of packages delivered must be reported to Richmond In Writing, including the grounds therefor, within two (2) days after delivery, failing which any claim against Richmond shall lapse.
- 13.4 If Richmond and the Customer fail to reach agreement as to whether a defect exists, an independent expert shall be appointed. The expert shall be appointed by Richmond in consultation with the Customer. The costs thereof shall be borne by the Party that is predominantly found to be in the wrong, unless otherwise agreed.
- 13.5 Complaints of any nature whatsoever concerning Richmond's performance of an Agreement shall not suspend the Customer's payment obligations and may only be submitted to Richmond In Writing.
- 13.6 Richmond shall have no obligation whatsoever with respect to a submitted claim if the Customer has failed to fulfil all of its obligations towards Richmond, whether financial or otherwise, in a timely and complete manner.
- 13.7 Claims relating to Products delivered by Richmond shall not affect previously delivered Products or Products yet to be delivered, even if such Products are or will be delivered in performance of the same Agreement.

14. Termination and Cancellation

- 14.1 In the following cases, the Customer shall be in default by operation of law and Richmond shall be entitled, without any further notice of default and without judicial intervention, at its sole discretion, to terminate or cancel the Agreement in whole or in part and/or suspend its obligations under the Agreement:
- a. the Customer fails to fulfil one or more of its obligations under the Agreement, in whole or in part;
 - b. the Customer has been declared bankrupt or has applied for its own bankruptcy or suspension of payments, or has resolved to do so;
 - c. the Customer has resolved to liquidate or dissolve its business;
 - d. the Customer ceases its business activities or its business has been discontinued;
 - e. the Customer has offered one or more of its creditors a composition or settlement in respect of the payment of one or more claims; or
 - f. due to a delay attributable to the Customer, Richmond can no longer reasonably be required to perform the Agreement in accordance with the originally agreed arrangements and conditions.
- 14.2 Termination or cancellation shall take place by means of a Written notice to the Customer.
- 14.3 In the event of termination or cancellation pursuant to this Article, Richmond shall not be liable for any compensation. Richmond shall, however, retain all rights to which it is entitled, including the right to full compensation for damages.
- 14.4 If any of the circumstances referred to in Article 14.1 occurs, all claims that Richmond has or may acquire against the Customer shall become immediately due and payable in full.

15. Assignment

- 15.1 The Customer shall not be entitled to assign, in whole or in part, any rights and/or obligations under an Agreement to a third party, including the creation of security interests by way of pledge. Assignment of rights within the meaning of Section 3:83 paragraph 2 of the Dutch Civil Code is excluded. This provision has proprietary effect.

16. Confidentiality

- 16.1 The Customer shall keep confidential all confidential information obtained in connection with the performance of the Agreement. Information shall be deemed confidential if it has been designated as such by either Party or if this follows from the nature of the information.

17. Artificial Intelligence (AI) and Privacy

- 17.1 Richmond Interiors may use automated systems and Artificial Intelligence (AI) to support its business processes and services.
- 17.2 AI shall only be used as a supporting tool and not as the sole basis for decisions producing legal effects for the Customer, unless permitted by applicable law.
- 17.3 Personal data shall only be processed insofar as this is necessary for the performance of the Agreement and in accordance with the applicable privacy legislation, including the General Data Protection Regulation (GDPR).

18. Intellectual Property Rights

- 18.1 All intellectual and industrial property rights, including but not limited to copyrights and database rights, relating to all Products, including but not limited to models, drawings, designs, documentation, photographic recordings, films, data carriers, equipment and software (in object code and source code), data and databases, moulds and dies, which are the subject of, arise from and/or are used in the performance of the obligations under the Agreement, shall vest in Richmond. If the aforementioned rights are not vested in Richmond, the Customer shall, upon Richmond's first request, fully cooperate in transferring the relevant right to Richmond.
- 18.2 If the rights referred to in Article 18.1 are not vested in Richmond, the Customer shall, upon Richmond's first request, transfer such rights to Richmond. The Customer shall provide all cooperation necessary for the transfer of the relevant right to Richmond.
- 18.3 The Customer waives any moral rights relating to the Products, insofar as permitted by law.
- 18.4 Richmond grants the Customer the non-exclusive right to use Richmond's trademark during the term of the Agreement, subject to all instructions issued by Richmond regarding such use.
- 18.5 In the event of any infringement of the relevant trademark rights and/or intellectual property rights, the Customer shall immediately notify Richmond thereof.

19. Governing Law and Competent Court

- 19.1 All Agreements concluded by Richmond shall be exclusively governed by Dutch law.
- 19.2 The provisions of the Vienna Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 19.3 All disputes arising out of or in connection with the Agreement shall be submitted exclusively to the competent court of the District Court of North Holland, location Alkmaar.