

# GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY

## K O K K E H O U S E

### ARTICLE 1 DEFINITIONS

1. In these general terms and conditions and the agreements to which they have been declared applicable, the following terms and accorded the following meanings:

Purchaser: the natural person or legal entity acting as a company, which is registered in the trade register and wishes to purchase certain Products from Kokke;

General Terms and Conditions: these general terms and conditions;

Kokke: Kokke House B.V., established in (3645 CB) Vinkeveen, registered with the Chamber of Commerce under number 84834188;

Offer(s): the written (or electronic) description of the Products to be supplied by Kokke to the Purchaser, to which the general terms and conditions apply;

Agreement(s): the agreement(s) between Kokke and the Purchaser, any amendment or supplement thereto, and the general terms and conditions applicable to Agreement(s);

Product(s): notably furniture objects, art works and design pieces;

Website: the website of Kokke, <https://www.kokkehouse.com/>.

### ARTICLE 2 GENERAL

1. These General Terms and Conditions form an integral part of each Agreement, Offer or order and are also applicable to all other existing and/or future transactions, legal or otherwise, between parties, whether preparatory or executory in nature.
2. The applicability of other general terms and conditions (including those of the Purchaser) is expressly excluded.
3. Conditions that deviate from these General Terms and Conditions only apply insofar as they have been explicitly accepted by Kokke in writing and moreover apply only to the Agreement concerned.
4. Amendments and additions to any provision of the Agreement are deemed valid only if they have been laid down in writing and signed by both parties.
5. If any stipulation in these General Terms and Conditions, or in the Agreement, is for any reason partially or completely null or void or is nullified or voided, the other stipulations in these General Terms and Conditions or the Agreement nonetheless remain in effect.
6. If any stipulation in these General Terms and Conditions, or in the Agreement, is for any reason partially or completely null or void or is nullified or voided, parties must negotiate the terms of a new stipulation which mirrors as closely as possible the substance and the intent of the original stipulation.
7. In the event of uncertainty as to the interpretation of one or more stipulations in these General Terms and Conditions, they must be interpreted in the spirit of the stipulation or stipulations concerned.
8. In situations not regulated by these General Terms and Conditions, parties must assess the situation in the spirit of these General Terms and Conditions.
9. Failure by Kokke to require strict compliance with these terms and conditions at all times does not imply that the provisions of these terms and conditions do not apply at all, or that Kokke has given up its right to require strict compliance with these terms and conditions in other cases.
10. The term "in writing" with regard to communications between Kokke and the Purchaser also refers to electronic communications. Kokke's electronic system is the sole source of proof of the content and time of receipt and transmission of the electronic communications in question
11. In the event of any inconsistency between an Agreement, these General Terms and Conditions and the Quotation, precedence is given, in descending order, to the Agreement, these General Terms and Conditions and, finally, to the Offer.

### ARTICLE 3 PROVISION OF INFORMATION TO THE PURCHASER

1. Prior to the conclusion of an Agreement, the Purchaser must provide Kokke with all essential information in connection with the Products provided by Kokke. The Purchaser guarantees the accuracy and completeness of the information provided by or on behalf of the Purchaser on which Kokke bases its Quotation.
2. All Offers and tenders extended by Kokke are extended without obligation, except when and insofar as otherwise stated by Kokke. If a non-binding Offer is accepted by the Purchaser, Kokke is nonetheless entitled to revoke the Offer within five working days of receiving notification of the acceptance.
3. The content of all price information, other information, brochures and any other details provided with an Offer are stated as accurately as possible. The data in question are only binding on Kokke if this has been explicitly confirmed in writing by Kokke. Obvious mistakes or errors in the Offers are not binding on Kokke.

### ARTICLE 4 OFFERS AND ACCEPTING ORDERS

1. All offers with no period of validity given are non-binding, unless the Offer explicitly states otherwise or unless agreed otherwise in writing by the parties.
2. The designs, illustrations, drawings and dimensions shown, annexed or shared in the Offers give a general representation of the Products proposed. Changes in the construction as a result of which the actual version deviates from the intended design, illustrations, drawings or dimensions, but in which there is no significant change in the technical and aesthetic aspects of the products, do not oblige Kokke to offer the Purchaser any compensation nor to give the Purchaser any right to refuse to receive or to pay for the Products delivered.
3. Illustrations and drawings supplied by Kokke shall always remain the property of same and must be returned to it upon request; on failure to do so the holder shall pay the value determined by the owner.
4. An Agreement is deemed to be concluded only in the event that Purchaser accepts the Offer and written confirmation of the Agreement has been provided to Purchaser by Kokke, or once the performance of the Agreement has commenced.
5. No derogation from the terms of the Offer, whether or not of subordinate significance, is binding on Kokke, unless the derogation is expressly accepted by Kokke.
6. In the event no Offer, Agreement and/or order confirmation has been sent, the invoice will function in its stead, and is deemed to correctly and completely reflect the terms of the Agreement.
7. All Agreements are entered into under the condition precedent that the Purchaser is sufficiently creditworthy. If Kokke does not invoke the condition precedent within one month, the agreement is definitive.
8. If Purchaser is in default for the settlement of any agreement with Kokke, Kokke at all times has the right to require adequate security from Purchaser to meet its payment obligations before Kokke delivers.
9. Changes to and cancellations of orders by the Purchaser are only valid with Kokke's prior written statement of approval. Kokke may charge fees for this.
10. If at the Purchaser's request Kokke decides to upholster the Products ordered by the Purchaser with an upholstery fabric provided by the Purchaser (so called proprietary fabric), then the Agreement shall be made under the following conditions:
  - a. Proprietary fabric shall be delivered free domicile to Kokke.
  - b. The Purchaser must supply a label including its name and address, the order number and the article number for the proprietary fabric cut.
  - c. Kokke accepts no liability if the Purchaser sets special requirements on the processing of proprietary fabric it supplied with respect to grain line or design without providing clear processing instructions.
  - d. Under no circumstances are remnants of the proprietary fabric supplied returned or eligible for reimbursement unless otherwise agreed in writing.

# GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY

- e. For products upholstered with proprietary fabric or commissioned fabric, the delivery period goes into effect only after receipt of the fabric. Kokke shall confirm receipt to purchaser as soon as it has accepted delivery of the fabric.

## ARTICLE 5 DELIVERY PERIOD

1. The indication with respect to the delivery period is approximate. To as great an extent as possible Kokke is obliged to comply with the specified delivery period, but is not responsible for the consequences of exceeding it which it could not reasonably have prevented. Such a delay shall not require any compensation from Kokke, nor shall it give the Purchaser the right to terminate the Agreement.
2. The provision in paragraph 1 is not applicable if, when entering the Agreement, it was expressly established that the delivery must take place on or before a given day. In that case the consequences for the Purchaser resulting from exceeding the delivery period shall be at Kokke's expense, without prejudice to the Purchaser's right to terminate the Agreement.
3. The delivery times and terms of delivery indicated or agreed by Kokke will be based on the information and circumstances known at the time the Agreement was concluded.
4. When the expected delivery period as referred to in paragraph 1 of this article is exceeded, Kokke shall be granted a further time period to make the delivery. This further time period is the same as the originally expected delivery period extended by a maximum of one month. If this further time period is exceeded, the Purchaser shall have the right to terminate the Agreement without notice of default or legal intervention and/or to demand compensation.

## ARTICLE 6 PRICES AND RATES

1. If prices and/or rates of pricedetermining factors, wages, materials, currency differences, transport costs, import duties or insurance rates are increased for any reason whatsoever, Kokke is entitled to change the agreed price accordingly.
2. If the performance of an Agreement by Kokke is delayed at the request of the Purchaser or due to the absence of data or instructions, the provision of erroneous data or other causes on the part of the Purchaser, Kokke is entitled to increase the prices with any additional costs incurred as a result thereof, such as lost interest.

## ARTICLE 7 TRANSFER OF RISK

1. If it has been agreed that Kokke transports the Products, the risk shall be transferred to the Purchaser on delivery. In all other cases the risk shall be transferred at the time Kokke makes the Products available to the Purchaser.
2. All Products shall be transported at the Purchaser's expense unless the freight costs are included in the price.
3. The Purchaser is obliged to cooperate with the delivery process, as well as to take delivery of the Products.
4. If the Purchaser refuses to receive Products delivered to it correctly and undamaged, the resulting freight costs, storage expenses and so forth shall be at its expense.
5. Delivery is deemed to have been refused if the ordered Products have been presented for delivery but were unable to be delivered. The day on which delivery is refused is deemed to be the day of delivery.

## ARTICLE 8 PAYMENT

1. Kokke must receive all payments without any set-off within two weeks (14 days) after the invoice date. In the event the delivery is after the invoice date, the day of delivery shall be considered the invoice date.
2. Any credit notes shall be settled on the next invoice, but in any event within one month.
3. In the event of late payment, the Purchaser shall owe an interest payment of 1% of the amount invoiced for every month or any part thereof by which the due date is exceeded, with a maximum of 10% per year.

4. The Purchaser shall be in default by the mere expiry of the payment due date or of failure to meet any other obligation; nevertheless Kokke shall send one written reminder before taking further action.
5. The expiry of the payment due date shall result in the immediate acceleration of payment of all outstanding invoices, even if they are not yet due.
6. If the Purchaser is declared bankrupt, requests suspension of payment or decides to liquidate, Kokke shall have the right to terminate the Agreement effective immediately and to take back the delivered, as yet unpaid for Products, without prejudice to its right to compensation.
7. In the event of late payment the Purchaser is obliged to pay all extra-judicial (collection) costs. These include but are not limited to costs relating to administration, seizure, petition of bankruptcy and debt collection, as well as expenses incurred by Kokke for legal assistance and representation and advice prior to the procedure, process servers, and the consultation of other specialists. The extra-judicial collection costs shall be calculated as follows:

Principal (to a n d including)	Applicable percentage
€ 2,500	15% over the principal
€ 5,000	€ 375 plus 10% over the principal
€ 10,000	€ 625 plus 5% over the principal
€ 200,000	€ 875 plus 1% over the principal
>€ 200,000	€ 2,775 plus 0.5% over the principal

The extra-judicial collection costs shall not be less than € 40.

8. Any objection to the invoice must be brought to the attention of Kokke within 14 days of the invoice date, failing which the invoice is deemed to have been found in order and accepted by Purchaser, and for which no further complaints will be accepted.
9. In the event of an Agreement that is performed incrementally, Kokke is entitled to invoice each partial performance.
10. Incoming payments are always first applied to settle judicial and extrajudicial costs, fines and interest, and are subsequently applied to settle the oldest accounts outstanding at Kokke, irrespective of any other instructions given by the Purchaser.

## ARTICLE 9 SECURITIES

1. Kokke shall retain title to delivered Products as long as Purchaser:
  - a. Fails or shall fail to fulfil its obligations from this or other Agreements.
  - b. Has not fulfilled claims arising from the breach of these Agreements, such as damage, penalties, interest and costs.
2. For the duration of the retention of title Purchaser shall be considered as holding the Products for Kokke and must store or hold them identifiable as Kokke's property. Kokke shall have access to its Products, wherever they may be located, at all times until ownership is transferred. During the retention of title Purchaser shall not transfer ownership of the Products to third parties or encumber them with third party rights that transfer the Products, except to the extent required in the normal course of Purchaser's business.
3. In the event of non-compliance with the foregoing the Purchaser shall be liable to a fine of 10% of the outstanding receivables.
4. Kokke shall have a lien and a right of retention on all Products that it, for whatever reason, has in its possession or shall receive and all claims it has on Purchaser or might receive with respect to any party that requires delivery of such.

# GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY

## ARTICLE 10 COMPLAINTS

1. Complaints must be reported to Kokke in writing immediately on detection, valid up to 1 year after delivery. The Purchaser must inspect the Products for visible defects immediately after receipt. Kokke does not have to deal with complaints made after 1 year except in case of a hidden defect.
2. If Purchaser has submitted the complaint in writing and in a timely manner, the payment deadline, if not already exceeded, shall be extended until the dispute is resolved.
3. In the event of a complaint, the Purchaser may only return the Products insofar as Kokke has approved that in writing. Should Kokke not give its approval, it must provide justification for such refusal.
4. Kokke must always have the opportunity to resolve Purchaser's complaints. Repairs by third parties will not be compensated by Kokke without its prior written approval.

## ARTICLE 11 GUARANTEE

1. From the date of invoice Kokke gives the purchaser and the first user guarantee on the products it delivers for defects attributable to Kokke that appear during normal use. This is based on the following write-off procedure:

- Within 1 year after the invoice date:  
The costs of repair or replacement, including the shipment in the Netherlands, are wholly at the expense of Kokke;
- Within 2 years after the invoice date:  
The costs of repair or replacement, including the shipment in the Netherlands, are 2/3 at the expense of Kokke;
- Within 3 years after the invoice date:  
The costs of repair or replacement, including the shipment in the Netherlands, are 1/3 at the expense of Kokke.

These deadlines can be exceeded by a maximum of four months if the delivery took place after the invoice date. If the defect can be properly repaired, Kokke does not have to replace the product.

2. The obligation of Kokke pursuant to paragraph 1 will not apply, however, if:
  - a. a defect results from the fact that Kokke has received incomplete or incorrect information with regard to execution of the relevant Agreement;
  - b. the statutory provisions and/or instructions given by Kokke for the assembly, re-assembly, use and/or maintenance of the Products have not been observed;
  - c. alterations or repairs to the Products have been carried out without the prior written consent of Kokke;
  - d. the Products supplied have been affected by external factors such as fire, water damage, etc;
  - e. the Purchaser has not fulfilled or has not properly fulfilled an obligation vis-à-vis Kokke arising from the underlying Agreement, or has failed to do so in a timely manner.
3. The repair or replacement of Products or re-assembly thereof does not interrupt or extend the warranty or complaint periods.
4. In accordance with Dutch law purchaser must prevent or limit its damage to as great an extent as possible and must maintain and treat the product properly and adequately.
5. Irregularities in colour, wear resistance, structure, etc. can limit or exclude the right to guarantee and/or compensation for damages. This is the case if, in a technical sense, the irregularities are acceptable according to applicable, normal standards or trade usage.
6. Travel, delivery and accommodation costs of Kokke with regard to (extra) services and/or (parts of) Products under this article are at the expense and risk of the Purchaser unless agreed otherwise in writing.

## ARTICLE 12 LIMITATION OF LIABILITY

1. To the extent legally permitted, Kokke's responsibility for damage due to defects of the Products delivered is limited to the net invoice amount of the delivery, unless the consequences of this waiver are verifiably unreasonably burdensome for Purchaser.

2. Under no circumstances is Kokke responsible for indirect damage from third parties, loss of earnings or consequential damage, unless the consequences of this waiver are verifiably unreasonably burdensome for Purchaser.
3. Kokke cannot be held liable for damage caused by the actions or omissions of personnel of Purchaser or third parties who perform services for Purchaser, including but not limited to recommendations and/or advice as to the use of the Products, except for damage due to intentional or gross negligence on the part of Kokke.
4. Kokke can under no circumstances be held liable for damage if and insofar as it results from failure to comply with directions/instructions given by Kokke or failure to comply with the user, inspection and/ or maintenance requirements of Products or employees or third parties hired by it.
5. The Purchaser is forbidden to address staff members of Kokke and parties engaged by Kokke personally in connection with an Agreement.
6. The Purchaser must hold Kokke liable for any damage suffered or that it expects to suffer no later than one calendar month after it becomes aware or could reasonably have become aware of a damage-inducing circumstance. All claims for damages brought against Kokke, except for claims that have been acknowledged by Kokke, will lapse by the mere passage of 12 calendar months from the date on which the claim arose.
7. Any conditions that limit, exclude or determine liability and that can be invoked against Kokke by Kokke's suppliers in connection with the Products supplied may also be invoked by Kokke against the Purchaser.
8. The employees of Kokke or auxiliary personnel engaged by Kokke for the performance of the Agreement may invoke any defence that can be derived from the Agreement vis-à-vis the Purchaser as if they themselves were parties to the Agreement.
9. The Purchaser is obliged to indemnify and compensate Kokke, its employees and third parties engaged by it in the event of claims by third parties connected with the sale/ delivery, as well as the presence and/ or the utilisation of the Products in respect of damage for which Kokke is not liable on the basis of the Agreement.

## ARTICLE 13 FORCE MAJEURE

1. If Kokke is prevented by force majeure of a permanent or temporary nature from executing or continuing to execute the Agreement, regardless of whether the force majeure could have been foreseen, Kokke is entitled, without any obligation to pay damages, to dissolve the Agreement in whole or in part by means of a written notice to that effect without judicial intervention, without prejudice to Kokke's right to payment by the Purchaser for performance already executed by Kokke prior to the existence of the force majeure situation, or to suspend the (further) execution of the Agreement in whole or in part. Kokke will inform the Purchaser as soon as possible of the situation of force majeure. In the event of a suspension, Kokke is nevertheless entitled to dissolve the Agreement in whole or in part.
2. Force majeure includes all circumstances as a result of which Kokke is temporarily or permanently unable to fulfil its obligations, such as the circumstances that suppliers, Kokke's subcontractors or hauliers hired by Kokke do not (timely) meet their obligations, fire, frost, strikes or lockouts, riots, war, government measures such as import or export restrictions, failure of suppliers to meet their obligations, power failures, computer, interruption to telephone and internet services, theft or embezzlement from Kokke's warehouses or workshops and furthermore all circumstances in which it cannot reasonably be expected of Kokke that it (further) fulfil its obligations vis-à-vis the Purchaser. Force majeure on the part of Kokke's suppliers is deemed to be force majeure on the part of Kokke as well.
3. If the force majeure on the part of Kokke lasts longer than 3 months, the Purchaser is entitled to dissolve the non-executable portions of the Agreement by means of a written statement, without prejudice to the provisions of Article 18.

# GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY

## ARTICLE 14 EXECUTION BY THIRD PARTIES

1. Kokke is entitled to engage third parties for the execution of the Agreement.

## ARTICLE 15 PERMITS, AUTHORISATIONS AND LEGAL REQUIREMENTS

1. The Purchaser must ensure, at its own expense, that it has obtained in a timely manner all permits, authorisations, certificates and registrations required pursuant to the applicable (national or European law or other) regulations for the commercial resale, purchase and use of the Products (if applicable in combination with other equipment) and/or that it has the legal capacity that entitles it to do so.
2. The Purchaser will comply with all requirements applying to it pursuant to national and European legislation, decisions, rulings and decisions of competent authorities, guidelines for the sector, and requirements relating to permits, certificates and registrations in connection with the resale, purchase and use of the Products (in combination with other equipment).

## ARTICLE 16 CERTIFICATION, INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

1. All rights to registered Products supplied by Kokke, including industrial and intellectual property rights, are vested exclusively in Kokke or its licensors. The sale and delivery of the Products to the Purchaser creates no other rights with regard to the rights concerned.
2. The copyright on sketches, drawings, lithographs, photographs, models and the like designed or created by Kokke remains vested in it, even if Purchaser has placed an order for any such creation.
3. Purchaser is not permitted to remove or alter any markings pertaining to (quality) mark certification, such as trade names, patents or other rights arising from the Products supplied by Kokke.
4. Kokke is not liable for infringements of intellectual or industrial property rights owned by third parties caused by combining Products or components thereof supplied by Kokke with equipment or products sourced from third parties other than Kokke or caused by alterations to the Products supplied by Kokke without Kokke's permission.
5. The Purchaser is not permitted to remove (in whole or in part) any identifying marks affixed to the Products or to render those marks invisible or illegible.

## ARTICLE 17 ATTRIBUTABLE BREACH / DISSOLVEMENT AND TERMINATION OF THE AGREEMENT / COMPENSATION / SUSPENSION

1. If:
  - a. Purchaser has filed for its own bankruptcy, is declared bankrupt or applies for a payment moratorium; or
  - b. a decision to liquidate the Purchaser or to terminate the Purchaser's business activities or to sell the Purchaser's business activities or to change the nature of the Purchaser's business activities substantially in Kokke's opinion is taken and/ or implemented; or
  - c. Purchaser fails to fulfil or fully fulfil any of its obligations vis-à-vis Kokke by virtue of the law or pursuant to contractual conditions; or
  - d. Purchaser fails to pay an invoice amount due to Kokke within the set term; or
  - e. all or part of the Purchaser's assets are seized; or
  - f. a situation comparable to those described under letters a through e occurs under the laws of the country in which the Purchaser has its registered offices,

the Purchaser is deemed to be in default by operation of law and the (remaining) debt of the Purchaser vis-à-vis Kokke is immediately due and payable. Kokke will then be entitled to dissolve or terminate (in Dutch: 'ontbinden of opzeggen') the Agreement in whole or in part immediately without notice of default or judicial intervention or to suspend its obligations, all without prejudice to Kokke's other rights, such as its rights with regard to already expired fines, interest, and

compensation. Kokke will not be obliged to pay any compensation to the Purchaser in the event of dissolution (in Dutch: 'ontbinding') or termination (in Dutch: 'opzegging') of the Agreement in accordance with the provisions of this article.

2. In the event of a situation as referred to in paragraph 1, Kokke is entitled to take back the Products unfettered by any rights of Purchaser and without any obligation to return the Products to Purchaser. Should that situation arise, Kokke and its authorized representatives are entitled to enter the premises/buildings of Purchaser in order to take possession of the Products. Purchaser is obliged to take all necessary measures to enable Kokke to exercise its rights.
3. If the Agreement is dissolved or terminated pursuant to this article before the ordered Products have been delivered, Kokke will be entitled to the full price agreed for those Products, minus any direct savings for Kokke resulting from the dissolution / termination.
4. Upon dissolution/termination of the Agreement, those provisions which by their nature are intended to remain in force will remain in force.

## ARTICLE 18 OBLIGATION TO PROVIDE INFORMATION, SAFETY MEASURES AND RECALL

1. The Purchaser is obliged to inform Kokke immediately in the event that one of the circumstances referred to in article 17 occurs, or in the event of force majeure on the basis of which it cannot fulfil its obligations vis-à-vis Kokke.
2. The Purchaser must also immediately inform Kokke in case of problems with or complaints about the Products.
3. The Purchaser is obliged to comply immediately with (measures in connection with) safety warnings, safety checks and the replacement of Product components for safety reasons.
4. The Purchaser is also obliged to comply immediately in the event of a Product recall initiated by Kokke.
5. Any damage or cost incurred by the Purchaser in connection with the provisions of this article will be reimbursed up to a maximum of the amount of the invoice value of the Products originally supplied or taken back, as charged by Kokke. Purchaser's loss of turnover and profit will not be reimbursed.

## ARTICLE 19 APPLICABLE LAW AND COMPETENT COURT

1. Dutch law exclusively is applicable to all tenders, agreements and the execution thereof.
2. All disputes shall, insofar as they are outside the jurisdiction of the subdistrict court, be referred to the Court in the district in which Kokke is established.

## ARTICLE 20 AMENDMENTS

Kokke reserves the right to make amendments to the Agreement and/ or the General Terms and Conditions. Kokke will inform Purchaser of these amendments. Barring receipt by Kokke of a written objection within 14 working days of notification of the amendments, Purchaser is deemed to have accepted the changes.

Published, January 2023