

General conditions of House of Home

1. Definitions

House of Home: Trade name of VOF Kaldi Koffie en Thee Helmond, established in Helmond, CoC number 17169620;

Assignment: the activities as described in the Agreement;

Buyer: the (legal) person and contractual counterparty to the Agreement by order of whom the goods are delivered;

Agreement: the agreement concluded between House of Home and Buyer in connection with the activities to be carried out by House of Home for Buyer;

Delivery time: period within which the obligations included in the Agreement must be fulfilled.

Wherever in these general conditions reference is made to 'written', this is also intended to include by e-mail.

2. Applicability

- 2.1. These general conditions are applicable to all quotations, order confirmations, other offers and Agreements of House of Home and other legal relationships whereby House of Home delivers goods to Buyer and are also a part thereof. Parties can (partially) deviate from these general conditions through contract.
- 2.2. The applicability of general (purchasing) conditions applied by Buyer, whatever they are called, is hereby emphatically rejected and declared inapplicable.
- 2.3. Deviations from – and additions to – these general conditions are only binding after they have been established between parties in writing and only regard the Agreement they were made for.
- 2.4. If any provision in these general conditions contradicts any provision in the Agreement, quotations, order confirmations or other offers, the provision stipulated in the Agreement, quotation, order confirmation or other offer is applicable as regards the contradiction.
- 2.5. In case a provision of the Agreement is annulled and/or these general conditions are annulled or otherwise were not to be applicable, the remaining provisions of the Agreement and/or these general conditions are fully applicable.
- 2.6. The version of these general conditions stipulated in the Dutch language has validity above the version which is stipulated in another language.

3. Quotations & other offers

- 3.1. A quotation, order confirmation and/or any other offer of House of Home is non-committal, unless emphatically indicated otherwise.
- 3.2. All specifications included in quotations, order confirmations or agreements and the appendices thereto, such as pictures, dimensions, weights, and colors, as well as the characteristics of any possible samples, only serve as an indication. Minor deviations, therefore, are not at the expense and risk of House of Home.
- 3.3. Apparent mistakes, typing errors, or apparent mistakes in a quotation, order confirmations and/or any other offer do not bind House of Home.
- 3.4. Unless a different term is indicated in the quotation, order confirmations and/or any other offer, a quotation has a term of validity of 30 (thirty) days, after which the offer lapses.
- 3.5. A quotation, order confirmation and/or any other offer does not automatically apply to future orders.

4. Conclusion and modification of the Agreement

- 4.1 An agreement with House of Home is concluded after House of Home has accepted and confirmed an assignment of Buyer in writing. The order confirmation is considered to represent the agreement correctly and completely.
- 4.2 Modification of the Agreement, completely or partially, or cancellation of the Agreement, is only possible after the prior written consent of House of Home.

5. Provision of information by Buyer

- 5.1. Buyer is obligated to timely provide all information which Buyer can reasonably understand is necessary for the implementation of the Agreement, or for which House of Home indicates in writing that it is necessary for the implementation of the Agreement, in the form desired by House of Home, and in the manner desired, to House of Home.

- 5.2. In case Buyer is in default with regard to the obligations mentioned in the third section of this article, House of Home has the right to suspend the implementation of the Agreement until the moment that Buyer has fully complied with the obligations mentioned in the third section of this article. House of Home also has the right in such case to bill the costs resulting from the delay to Buyer, against the rates which are customary at that time.
- 5.3. The, estimated, term included in the quotation, order confirmations or any other offer, within which the activities on account of the Agreement will be carried out, is automatically extended by the duration of the period for which Buyer is in default with fulfilling the obligations he is subject to pursuant to the third section of this article. The period intended in the preceding commences at the moment the Agreement is concluded and continues until the moment that House of Home has received all information necessary for the implementation of the Agreement from Buyer.
- 5.4. Buyer bears the risk of all damage as a result of information not, not timely, or incompletely received from Buyer.

6. Delivery

- 6.1. For orders below a certain amount, transport and handling-costs will be billed. The amount of these costs depends on the place of establishment of Buyer and will be communicated to Buyer in the order confirmation.
- 6.2. If Buyer refuses to accept the products or in case delivery is not possible because Buyer has submitted the wrong delivery address, or because Buyer fails to follow or give instructions to enable delivery, any possible additional costs to enable delivery will be borne by Buyer. In the Netherlands, these costs amount to € 9.95 per extra delivery attempt.
- 6.3. Delivery terms submitted by House of Home in quotations, order confirmations, agreements, or contracts are indicative and are observed as much as possible, but they are not binding.
- 6.4. Under no circumstance is House of Home liable for damage or costs incurred by Buyer or third parties as a consequence of non- or late delivery of products. Late delivery does not constitute grounds either for the rescission of the agreement.
- 6.5. In case of late delivery by House of Home, Buyer must declare the default of House of Home in writing and establish a reasonable term for compliance with the delivery obligation.
- 6.6. From the moment of delivery, the delivered products are at the expense and risk of Buyer. Deliveries with permission for placement from Buyer are at the risk of Buyer.

7. Complaints/claims and investigation

- 7.1. House of Home offers 3 (three) months' warranty for material and manufacturing errors of delivered products. If a product manifests a material- or manufacturing error, Buyer is entitled to restoral of the product or if restoral is not possible to the crediting of the product. It may be decided through consultation to replace the product. In case of the replacement by a new product, House of Home passes on transport costs to Buyer, unless the product to be replaced is added to the shipment for a new order.
- 7.2. Any possible warranty obligations of House of Home lapse if errors, defects, or imperfections with regard to products are the result of incorrect, careless, or inexperienced use or management of delivered products by the buyer or by third parties deployed by the buyer, or if they are the consequence of outside causes such as fire- or water-damage, or if the buyer or a third party has applied or has had apply modifications to the matters delivered by House of Home without the permission of House of Home.
- 7.3. Complaints about delivered products and/or objections against invoices must be submitted to House of Home in writing.
- 7.4. Buyer can no longer appeal towards House of Home to a shortcoming in compliance with the Agreement, in case Buyer fails to submit a complaint about such a defect to the goods delivered by House of Home or the activities conducted by House of Home no later than within 14 (fourteen) days after he has discovered or should have reasonably been able to discover the defect in writing.
- 7.5. Buyer must enable House of Home in connection with a complaint as intended in the first section of this article to control and/or restore the delivered goods. Buyer thereby provides full assistance and allows House of Home to make use, free of charges, of the present resources. If Buyer does not offer this possibility, any entitlement of Buyer to any compensation (for damages), restoral, or replacement lapses.
- 7.6. A complaint as intended in the first section of this article does not relieve Buyer of his obligations on account of the Agreement.
- 7.7. If Buyer does not communicate his complaint about the invoice and/or inaccuracies in the invoice within 14 (fourteen) days after the date of the invoice to House of Home in writing, Buyer can no longer appeal vis-à-vis House of Home to this defect or inaccuracy and Buyer must pay the invoice to House of Home in full.

7.8. If the complaint is found legitimate by House of Home or a dispute settler (court, arbiter etc.), they are only obligated to restore the defective matters, or replace them, or credit them. All matters at the discretion of House of Home, without Buyer being able besides to exercise any rights to any compensation whatsoever.

8. Force majeure

8.1. By force majeure is intended in these general conditions: such circumstances as House of Home did not have to expect to occur and/or on which House of Home cannot or has not been able to exert any influence. Included in these circumstances, though not exclusively, are: illness, strikes, work interruptions, acts of God, fire, the going lost of material to be processed or unforeseen raw material scarcity and import- or trade restrictions. Thereby is also intended stagnation at suppliers or other third parties which House of Home depends on for the implementation of the Agreement if and to the extent these circumstances render impossible or unreasonably hamper compliance with the Agreement.

8.2. If House of Home will be prevented from implementing the Agreement as a result of force majeure, House of Home reserves itself the right to extend the Delivery Time by the duration of the force majeure and the duration of the period which may be required to start up.

8.3. If compliance with the Agreement by House of Home as a result of force majeure is permanently impossible or takes longer than three months, both parties are authorized to rescind the Agreement without in such case any obligation arising to compensate any damages.

9. Prices and rates

9.1. The prices listed by House of Home are in euros and exclusive of VAT, unless emphatically indicated otherwise.

9.2. The prices listed by House of Home are based on the moment of the order confirmation. House of Home reserves itself the right to pass on taxes, import duties or other government-imposed duties introduced or increased later on, as well as the consequences of currency variations and changes to the prices of raw material, to Buyer, without Buyer being entitled on these grounds to cancel the order. If the price increase amounts to more than 10%, Buyer has the right to rescind the agreement.

10. Invoicing and Payment

Invoicing and exigibility

10.1. The payment of invoices must take place, unless established otherwise in writing, without any deductions or discounts, within 21 (twenty-one) days after the invoice date. This applies to Buyers from the Benelux, Germany, Austria, Switzerland, France, and the United Kingdom. For Buyers from other countries advance payment applies, unless arranged otherwise and established in writing.

10.2. Payment must take place in the manner indicated by House of Home on the invoice, in the currency indicated on the invoice and to the account number communicated by House of Home.

10.3. The first order is delivered on the basis of advance payment.

10.4. House of Home always has the right to deliver in batches and to invoice the delivered products per partial delivery.

10.5. The term of 21 (twenty-one) days is a fatal time limit. In case of late payment, Buyer therefore falls into default without notice and the entire claim for payment will become immediately exigible.

10.6. The claim for full settlement also becomes immediately exigible if:

- bankruptcy has been granted to Buyer, an application to that effect has been submitted, Buyer has applied for suspension of payments, or Buyer loses control over his assets in any other way; or – if an attachment to matters or claims of Buyer is placed or threatens to be placed; or - if Buyer is dissolved or liquidated as a legal person.

Statutory interest

10.7. When a payment has become exigible, from that moment onwards Buyer owes the statutory interest to House of Home.

Extrajudicial costs

10.8. In case payment has not occurred within the term mentioned in the first section of this article, Buyer is obliged to compensate the costs for the obtaining of satisfaction extrajudicially and the costs of a lawsuit required for that purpose. If and to the extent Buyer does not act from the exercise of a profession or business, the applicable legal arrangements are thereby followed. If Buyer acts from the exercise of a profession or business, then Buyer will compensate the costs effectively incurred to House of Home. Over the due collection costs, Buyer also owes statutory interest.

Allocation paid amounts

- 10.9. The payments made by Buyer always serve to settle in the first place all due interest and costs and in the second place exigible invoices which have been outstanding the longest, regardless of any specifications by Buyer for the payment.
- 10.10. It is not permitted to Buyer to set off a claim for payment to House of Home against any claim on House of Home.

Advance payment & security

- 10.11. House of Home reserves itself the right at all times to demand from Buyer that he either lodges security for the payment of what he owes on account of the Agreement or provides (partial) advance payment. For orders of products which have been adjusted to the requirements of Buyer and are not a part of the standard product range, an advance payment of at least 50% of the order amount can be demanded.
- 10.12. If Buyer fails to comply with such a request of House of Home, House of Home has the right, at its discretion and to the extent reasonable, to either completely or partially suspend the fulfillment of its obligations on account of the Agreement until its request has been complied with, or to rescind the Agreement.

11. Retention of property

- 11.1. All delivered matters are delivered subject to the retention of property. The retention of property comprises a suspensory condition. As a result of the retention of property, all delivered matters remain the property of House of Home until Buyer has fulfilled all his obligations towards House of Home. The retention of property also comprises new matters which are created from the matters delivered by House of Home. Also included in the (payment) obligations of Buyer are all claims on account of the falling short in fulfilling the obligations on account of the Agreement, including, amongst other things: claims for the compensation of damages including for damage flowing from possible resale losses, claims for the compensation of judicial and extrajudicial costs, contractual and statutory interests, fines and penalty payments.
- 11.2. In case the suspensory condition as intended in section 1 has not entered into effect and therefore the delivered goods are still subject to the retention of property, Buyer, pursuant to article 3:83 section 2 BW (Netherlands Civil Code), is not authorized to alienate, encumber, or give the effective control of the goods delivered by House of Home subject to the retention of property to one or more third parties partially or entirely.
- 11.3. After invoking the retention of property, House of Home has the right to recover the delivered matters. Buyer thereby enables House of Home to enter the place where the matters are located and thereby provides all necessary assistance, whereby is also intended the making use for naught of the available resources, such as power, hoisting and transport means, scaffolding etc., so that House of Home obtains or can obtain the possession of the matters.
- 11.4. In case House of Home has appealed to its retention of property, Buyer is obliged to compensate House of Home for all costs it has reasonably had to incur to recover the delivered matters. Buyer compensates these costs within five days after House of Home has requested this in writing under reference to an invoice. If and to the extent Buyer as a result of the rescission by the appeal to the retention of property by House of Home can claim entitlement to the undoing of the part which has already been settled by him, House of Home has the right to (partially) set off the costs intended in this section against the performance of Buyer.
- 11.5. If Buyer falls short in complying with his payment obligations towards House of Home or user provides legitimate grounds to fear that the customer will fall short with regard to those obligations, House of Home has the right to take back the goods delivered subject to the retention of property. Buyer will give his assistance and grant House of Home access at all times to its premises and/or buildings to inspect the matters and/or to exercise the rights of House of Home. After recovery, the customer will be credited for the market value, which under no circumstances can be higher than the original price which the customer had established with user, decreased by the costs which flow from recovery for user.

12. Suspension and rescission of the Agreement

- 12.1. If Buyer does not, does not timely, or does not adequately comply with his obligations from the Agreement and/or these general conditions, House of Home has the right to completely or partially suspend or rescind the Agreement. Such rescission takes place by way of a written statement to that effect. Barring the event in which a term for compliance has been established, Buyer will first be declared in default in writing in a substantiated manner whereby a term for compliance is granted, before the Agreement is rescinded by House of Home.

- 12.2. Without prejudice to what is stipulated in the first section as well as to what is otherwise stipulated in these general conditions, House of Home has the right to completely or partially rescind the Agreement by way of a notification to that effect in writing, without requiring a default notice or judicial intervention for that purpose, if Buyer is requested upon concluding the Agreement to lodge security for the fulfillment of the obligations he is subject to pursuant to the Agreement and/or it is requested from Buyer to make an advance payment and no security is provided by Buyer or the security provided in the opinion of House of Home is insufficient and/or House of Home has not received (sufficient) advance payment from Buyer.
- 12.3. House of Home is furthermore authorized to rescind the Agreement in case of circumstances which are of such a nature that fulfillment of the Agreement is impossible and/or when circumstances occur which are of such a nature that the unaltered maintaining of the Agreement cannot reasonably be demanded of House of Home.
- 12.4. Without prejudice to what is stipulated in this article, as well as to what is otherwise stipulated in these general conditions is, House of Home has the right to completely or partially rescind the Agreement by way of a written notification to that effect, without requiring a default notice or judicial intervention for that purpose, if:
- Buyer loses or threatens to lose the (free) disposal of his entire assets or a substantial part thereof;
 - Suspension of payments has been granted to Buyer;
 - Bankruptcy has been granted to a Buyer;
 - The law regarding debt restructuring 'Wet Schuldsanering Natuurlijke Personen'; has been declared applicable to Buyer or Buyer is placed under forced administration;
 - A purchaser does not have (any longer) a legally prescribed license or does not comply (any longer) in any other manner with the requirements he is subject to legally or in society generally;
 - An attachment order is issued at the charge of Buyer and this seizure is not lifted within 1 (one) month; - Buyer sells, ceases, or dissolves his business entirely or partially.
- 12.5. Without prejudice to what is stipulated in the first section, as well as to what is otherwise stipulated in these general conditions, Buyer has the right to completely or partially rescind the Agreement by way of a written notification to that effect, without requiring a default notice or judicial intervention, if:
- House of Home loses or threatens to lose the disposal of its entire assets or of a substantial part thereof;
 - Suspension of payment is granted to House of Home;
 - House of Home is declared bankrupt;
 - House of Home completely or partially ceases or dissolves its activities and as a result can no longer comply with its obligations towards Buyer.
- 12.6. Buyer is obligated to fully compensate House of Home for the damage it incurs and will incur as a result of the rescission. By damage is intended in this section both direct and indirect damage.
- 12.7. If House of Home proceeds with suspension or rescission, House of Home is not obliged towards Buyer to compensate any damage or costs which have in any manner occurred as a result.
- 12.8. If rescission of the Assignment by House of Home takes place pursuant to this article, all payments owed by Buyer to House of Home become instantly and entirely exigible as a result of this rescission.

13. Returning of products

- 13.1. Returns are only permitted in case of a manufacturing error. Returns are only permitted following the written consent of approval of House of Home. A return request must be submitted to House of Home in writing, including pictures and a description of the complaint.
- 13.2. In case the complaint of Buyer is found legitimate by House of Home, House of Home can decide to send a replacement product or to credit the incurred costs. Buyer is obliged to return the product or to destroy it.

14. Liability and indemnification *Liability*

- 14.1. House of Home is not liable for any direct or indirect damage, including business- and consequential damage, which has occurred due to delivered goods and other information provided by House of Home, nor for any damage resulting from the defectiveness of the delivered goods, unless the damage is the result of willful intent or gross fault on the part of House of Home.
- 14.2. Besides what is stipulated in the first section, House of Home is not liable for damage at Buyer or a third party which is caused by the use and/or the processing of the delivered goods, by provided advice or designs and damaging or loss of delivered goods which are processed or treated with goods used by Buyer, unless this damage is the result of willful intent or deliberate recklessness on the part of House of Home.

- 14.3. House of Home in addition does not accept any liability for any damage at Buyer and/or a third party which is the result of the use, the processing, damaging or loss of goods which have been supplied by it or of advice/designs which have been provided for which it does not receive any compensation.
- 14.4. Nor does House of Home accept any liability for damage which occurs because the delivered goods are not applied in accordance with the applicable (legal) requirements and/or standards. Prior to conclusion of the Agreement, Buyer must control himself whether the goods are compliant with the applicable (legal) requirements and can be applied in the correct manner. This applies to deliveries to buyers outside the EU.
- 14.5. Exclusively to the extent House of Home has fallen attributable short in fulfilling its obligations on account of the Agreement and/or these general conditions, can House of Home be held to compensate the direct and foreseeable damage caused by this.
- 14.6. The liability of House of Home is emphatically limited in all events to a maximum of the total amount paid by Buyer on account of the Agreement to House of Home, or in any case the liability of House of Home will be limited to the amount which is disbursed in such case on account of the liability insurance taken out by House of Home. The liability of House of Home does not, therefore, cover any further damage, including, though not limited to, business damage, loss of profit, and damage resulting from third-party claims.

Safeguards

- 14.7. Buyer safeguards House of Home against any claim by a third party for the compensation of any damage which this third party incurs or contends to incur (also) as a result of the use or application of goods delivered by or on behalf of House of Home.
- 14.8. Buyer safeguards House of Home against all third-party claims in connection with the implementation of the Agreement by House of Home. The safeguard also regards all damages and costs which House of Home suffers or incurs in connection with such a claim.
- 14.9. Buyer safeguards House of Home against any third-party claim regarding (damage as a result of) the use of drawings, calculations, materials, samples, models and other provided information by or on behalf of Buyer.

15. Limitation period/lapsing

- 15.1. All legal claims vis-a-vis House of Home, claims for compensation of damages thereby included, expire and/or lapse after 1 (one) year counted from the moment that the relevant claim has become exigible.

16. Disputes and applicable law

- 16.1. To the Agreement and these general conditions Netherlands legislation is applicable.
- 16.2. Disputes on account of the Agreement and/or these general conditions will exclusively be submitted to the competent court of law of the district of Oost-Brabant.