

GENERAL TERMS AND CONDITIONS OF HAVIC KANTOORMEBELEN B.V.

Article 1 – Definitions

- 1.1. **General Terms and Conditions:** these general terms and conditions.
- 1.2. **Consumer:** a natural person who is not acting in the exercise of a profession or business.
- 1.3. **Intellectual Property:** all intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighboring rights.
- 1.4. **Customer:** the Consumer or Business who enters into or wishes to enter into an Agreement with Havic Kantoormeubelen B.V.
- 1.5. **Business:** legal entity or natural person, not being a Consumer.
- 1.6. **Agreement:** agreement concerning the delivery of Products by Havic Kantoormeubelen B.V. to the Customer.
- 1.7. **Product / Products:** the products and services offered by Havic Kantoormeubelen B.V.
- 1.8. **Personal Data:** personal data as defined in the Personal Data Protection Act.
- 1.9. **In Writing:** in writing, by email or by fax.
- 1.10. **Website:** the website(s) operated by Havic Kantoormeubelen B.V.

Article 2 – Identity of Havic Kantoormeubelen B.V.

Havic Kantoormeubelen B.V.
Edisonweg 5, 5466 AR Veghel
Phone: +31 (0)413-370 370
Email: info@haviceubelen.nl
Chamber of Commerce (KvK) number: 17231512
VAT identification number: NL819 805 221 B01

Article 3 – Applicability

- 3.1. These General Terms and Conditions apply to all offers and all Agreements relating to the sale and delivery of Products by Havic Kantoormeubelen B.V.
- 3.2. Deviations from these General Terms and Conditions are only valid if agreed In Writing.
- 3.3. Any provisions deviating from these General Terms and Conditions that are agreed upon do not entitle the Customer to apply these provisions to other Agreements.
- 3.4. If, due to nullity, reasonableness and fairness, or an unreasonably onerous character, any provision of these Terms cannot be invoked, the remaining provisions remain fully in force.

Article 4 – Offer and Formation of the Agreement

4.1. Every offer made by Havic Kantoormeubelen B.V. is non-binding and must be viewed as a whole, unless explicitly stated otherwise in writing.

4.2. An agreement is concluded after signing the offer or by giving written approval based on the offer.

4.3. Samples or models shown or provided, whether in catalogues or on the website, serve only as indications, and the delivered product does not need to exactly match them. If, in an Agreement with a Consumer, the product turns out not to match the shown or provided samples, the Consumer is entitled to the remedies under article 8.8 of these Terms and Conditions.

4.4. Havic Kantoormeubelen B.V. is not obliged to deliver products again if they have been removed from its production or sales program.

4.5. Subject to evidence to the contrary, Havic Kantoormeubelen B.V.'s administrative records are decisive and binding for the content of the agreement and serve as proof of the agreement.

4.6. The Customer guarantees that all information provided in the request or order is accurate and complete.

4.7. Havic Kantoormeubelen B.V. reserves the right to verify any order in advance or to reject it without stating reasons, which will be communicated to the Customer as soon as possible.

Article 5 – Prices

5.1. All prices for Agreements with Businesses are exclusive of VAT and any other government-imposed levies at the time of concluding the Agreement, unless explicitly stated otherwise.

5.2. All prices for Agreements with Consumers are inclusive of VAT and any other government-imposed levies at the time of concluding the Agreement, unless explicitly stated otherwise.

5.3. All prices and rates are subject to programming and typographical errors.

5.4. All agreements include delivery and installation unless explicitly agreed otherwise.

5.5. Changes in purchase prices, labor and material costs, social and governmental charges, freight, insurance premiums and other costs related to the agreed performance entitle Havic Kantoormeubelen B.V. to adjust the price. If this happens within three months after the Agreement is made, the Customer has the right to dissolve the Agreement on that basis.

Article 6 – Delivery, Transport and Risk

6.1. Products are delivered to the address provided by the Customer unless agreed otherwise. The address must be accessible by truck.

6.2. Delivery to upper floors is only possible if a lift is available and the products fit. Otherwise, delivery is to the ground floor. If the Customer still wants delivery to a higher floor, this must be requested at least one week in advance. Havic will determine whether delivery or installation is feasible and what the additional cost will be.

6.3. Any delivery times mentioned are indicative and not binding, unless explicitly agreed otherwise. In the event of a delay, the Customer must notify Havic in writing and allow a reasonable period to perform.

6.4. Havic may deliver in partial shipments, each of which may be invoiced separately unless the partial delivery has no standalone value.

6.5. The Customer is obligated to accept the products upon delivery. If refused or delayed, the products will be stored for a maximum of 4 weeks at the Customer's expense and risk. Additional costs, including storage, will be charged.

6.6. Risk transfers to the Customer upon delivery, even if ownership has not yet passed.

Article 7 – Payment

7.1. Payment must be made in the agreed currency without any deduction, set-off, or suspension, regardless of the reason.

7.2. Unless otherwise agreed in the contract or supplementary terms, amounts due must be paid within 14 days of the invoice date.

7.3. Havic Kantoormeubelen B.V. has the right to request advance payment before placing an order. In the case of a Consumer, this may not exceed 50%. If advance payment is required, the Customer cannot claim any rights regarding execution of the Agreement until the payment has been made.

7.4. The Customer must promptly report any errors in the provided payment details.

7.5. If a Business fails to pay on time, they are legally in default without the need for a notice of default. In such a case, the Business owes 1% interest per month on the outstanding amount, with parts of a month counted as a full month. All judicial and extrajudicial collection costs are at the expense of the Business. Extrajudicial costs are set at 15% of the invoice amount with a minimum of €100.

7.6. If a Consumer fails to pay on time, they are first reminded of the delay. If payment is still not made within 14 days, the Consumer owes statutory interest and reasonable collection costs. These are calculated as follows:

– 15% on the first €2,500

– 10% on the next €2,500

– 5% on the next €5,000

with a minimum of €40. Lower amounts may be agreed in favor of the Consumer.

Article 8 – Defects, Complaints and Warranty

8.1. Upon delivery, the Customer must check:

- a) whether the correct items were delivered
- b) whether the quantities match the agreement
- c) whether the items meet expected standards for normal use and trade

8.2. Consumers must report defects within 2 months after delivery, in writing, with motivation and invoice details. For Businesses, the term is 30 days.

8.3. Complaints about invoices must be submitted in writing within 30 days by Consumers, and within 8 days by Businesses.

8.4. If no report is made within the specified periods, Havic Kantoormeubelen B.V. may decide not to handle the complaint and the Customer's rights lapse.

8.5. In agreements with Businesses, all claims expire one year after delivery.

8.6. In agreements with Consumers, all claims expire two years after the defect was reported in accordance with the above.

8.7. Customer claims also lapse if:

- a) the products can no longer be identified as originating from Havic
- b) defects are due to wear, improper use, or poor maintenance
- c) Havic is not given the chance to investigate and correct the issue
- d) the Customer fails to fulfill their obligations properly or on time

8.8. If it is demonstrated that the products do not conform to the agreement, Havic has the option to:

- repair the items
- replace them
- refund the invoice amount

These Terms continue to apply to the replacement delivery.

Article 9 – Suspension and Termination of Agreement

9.1. If an invoice remains unpaid despite reminders, Havic may suspend its services and deliveries after informing the Customer in writing. Havic is not liable for any damages resulting from this suspension.

9.2. If the Customer fails to fulfill obligations, is declared bankrupt, is granted suspension of payments, is placed under guardianship, or ceases operations, Havic may terminate the agreement without judicial intervention. All outstanding claims then become immediately due.

9.3. If Havic is unable to fulfill its obligations (fully or partially) due to circumstances beyond its control (including those listed in article 11), Havic may terminate the agreement without liability for damages.

Article 10 – Liability

10.1. Except in the case of intent or gross negligence, Havic Kantoormeubelen B.V. is not liable for any damage resulting from the Products it delivers, shortcomings in the execution of the Agreement, or the violation of any other obligations to the Customer. Havic is also not liable for damages resulting from inaccuracies, incompleteness, or illegality of content on the website or other promotional materials, from the incorrect use of the website or materials (such as order forms), or from incorrect information provided by the Customer.

10.2. Damage that the Customer believes is due to intent or gross negligence by Havic must be reported in writing within 30 days after discovery. If the Customer fails to do so, the damage is not eligible for compensation, unless the Customer can demonstrate that earlier notification was not reasonably possible.

10.3. If Havic Kantoormeubelen B.V. is found liable despite article 10.1, its liability is limited to the invoice amount that was charged for the relevant delivery.

10.4. Any right to claim a contractual penalty or damages expires one year after the event that caused it, unless legal proceedings were started within that year.

10.5. Business Customers indemnify Havic Kantoormeubelen B.V. against any third-party claims related to the delivered Products.

Article 11 – Force Majeure

11.1. Force majeure refers to circumstances that prevent fulfillment of the agreement and are not attributable to Havic Kantoormeubelen B.V. This includes, but is not limited to:

- Strikes at suppliers or within Havic
- General shortage of materials or services required for fulfillment
- Unexpected delays at suppliers or third parties
- General transport problems
- Fire
- Government actions including import/export bans

11.2. If the force majeure lasts longer than three months, either party may dissolve the agreement. In such case, Havic is not required to pay damages.

Article 12 – Retention of Title

12.1. All Products delivered by Havic remain its property until full payment has been received, including any interest and collection costs.

12.2. The Customer may not process or resell the Products except during normal business operations. If new products are made from the delivered goods, they are

considered owned by Havic until full payment is made.

12.3. If the Customer defaults on payment, Havic may reclaim the delivered items. The Customer irrevocably authorizes Havic to collect them and grants access to premises where the goods are stored.

12.4. The Customer is not permitted to pledge the items or grant any other rights over them.

Article 13 – Intellectual Property

13.1. All Intellectual Property rights related to Havic’s promotional materials, including its website, are owned by Havic Kantoormeubelen B.V.

13.2. The Customer and users of the website acknowledge these rights and will refrain from infringing them, including making copies of the website beyond those necessary for its use.

13.3. The website may contain links to third-party websites. Havic has no control over their content and accepts no liability for damages resulting from their use.

13.4. Havic is not responsible for photos, descriptions, or other information from third parties that may be published on its website or advertisements.

13.5. Havic does its utmost to ensure its products do not infringe third-party intellectual property rights but cannot guarantee this. If a product is found to infringe, Havic may:

- replace it
- acquire a usage license
- take back the item and refund the purchase price minus depreciation

The Customer must inform Havic of any such infringement in a timely written notice to claim this provision.

Article 14 – Privacy / Processing of Personal Data

14.1. Havic Kantoormeubelen B.V. processes Personal Data (including those of employees of the Customer) for the following purposes:

- a) execution of the agreement
- b) communication with the Customer
- c) conducting market research, sales activities, and direct marketing related to Havic’s Products and affiliated companies

14.2. Havic will take appropriate technical and organizational measures to protect Personal Data against loss or unlawful processing.

Article 15 – Applicable Law / Competent Court

15.1. All legal relationships between Havic and the Customer are governed by Dutch law. The 1980 Vienna Sales Convention (CISG) is explicitly excluded.

15.2. Any disputes will be submitted exclusively to the competent court in the location where Havic is based. If the Customer is a Consumer, they may also choose the court in their own place of residence.