

**CUBETTI**

Office: Vingerhoedskruid 6
5803 KT Venray - NL
Tel: +31 (0)6 1443 9536
info@cubettidesign.com
www.cubettidesign.com

KvK/CoC: 73037125
BTW/VAT: NL001844752B19

TERMS AND CONDITIONS

The latest version of these Terms and Conditions and the documents mentioned below in section 1 can be downloaded at: www.cubettidesign.com

1. Definitities:

Cubetti: trade name of Willem Koenen Trade Agency, located at Vingerhoedskruid 6, 5803 KT Venray - NL.

Products: all products delivered by Cubetti.

These terms and conditions apply on each offer and agreement between Cubetti and a counterparty, on which Cubetti made these terms and conditions applicable, unless a deviation was agreed in writing by both parties.

(a) Productsheet means our document describing the functional and technical specification of our wallpaneling product concerned.

(b) Installation Manual means our document describing the installation, site preparation, handling and tooling instructions.

2. General:

The sale, delivery and (if agreed) installation of products by Cubetti is governed by these conditions and the documents defined in article 1 (where applicable). In the event of an inconsistency or contradiction between the documents defined in article 1 and these conditions, the latter shall prevail. No other conditions apply unless signed by both parties in writing.

3. Quotations and Order Acceptance:

Quotations issued by Cubetti will be valid for seven (7) days unless otherwise stated. Quotations can be adjusted or revoked by us in writing without mentioning a reason. Orders issued by a Counterparty to Cubetti shall be subject to our acceptance. Orders can be rejected by Cubetti without mentioning a reason. All Order Confirmations, over 5000 euros, accepted only after receipt of signed Order Confirmation.

4. Prices and trade terms:

Prices are offered net in Euro, exclusive of VAT or similar sales taxes unless otherwise indicated on the offer or invoice. Prices are including delivery to the mentioned delivery address (DAP Incoterms 2020) unless agreed otherwise in writing. Delivery takes place through standard services of transport companies selected by Cubetti. In case of exceptions, such as express deliveries or deliveries to remote areas, Cubetti and Counterparty need to agree on the conditions beforehand.



5. Payment:

Payment must be effected within the terms mentioned on the Invoice. Payment must be effected before delivery unless otherwise stated on the Order Confirmation and Invoice.

6. Delivery:

Cubetti will endeavour reasonable business practise to meet the agreed delivery batches and/or delivery dates, provided you have fulfilled payment obligations and submitted all shipping details. Any delay in the fulfilment of the above-mentioned conditions will oblige you to compensate us for the additional costs resulting from the suspension of the execution of the Contract. In case the Products cannot be despatched to their destination at the date scheduled therefor by reasons not attributable to Cubetti and/or outside our reasonable control, Cubetti shall be entitled to store the Products concerned at your expense and risk. In such case the warehouse receipt(s) shall serve as substitute(s) for the shipping documents in all respects and you undertake to reimburse within fourteen days of our first demand any and all additional expenses so incurred.

7. Defaulting payments:

If an invoice is not fully paid in time, you are in default without further notice being required. Cubetti is then entitled to (i) suspend or (ii) cancel the execution of accepted orders or (iii) to charge to you the Dutch statutory commercial interest over the due amount and (iv) all costs and expenses incurred by us as a result of said default and (v) all other rights and remedies available to us under these conditions or applicable law.

If the Counterparty is in default regarding the timely payment of the obligations, all reasonable costs will be for the account of Counterparty. The extrajudicial costs are calculated based on the usual Dutch debt collection practice, which is at this moment the calculation method called Rapport Voorwerk II. In case Cubetti encountered higher costs for the debt collection, that were reasonably necessary, the costs that were made in reality qualify for compensation. Eventual judicial and execution costs will also be recounted on Counterparty. Counterparty owes interest on debt collection costs.

8. (Extended) Retention of Title:

Without prejudice to the passing of the risks in accordance with the applicable trade term, all Products shall remain our property until all of our claims against you, most specifically payment, have been satisfied in full. You shall give us any assistance in taking any measures required to protect our property rights and not resell or install the delivered Products without our prior written approval. Any proceeds from such resale or installation shall be our property. The taking into operational use of the Products supplied entitles us to full and immediate payment.

9. Installation (where applicable):

If installation of the Products is agreed upon, our price is based on the fulfilment of the following provisions at your expense:

- (a) The provision of adequate and lockable storage on or near the installation site for the Products to be supplied in compliance with the Productsheet and Installation Manual for the Product concerned in such a way that the Products are protected against theft and any damage, moisture or other deterioration; any item lost or damaged during the storage period shall be replaced at your cost;
- (b) The timely execution and completion of the site preparatory works at your sole expense and risk, in conformity with the Productsheet and Installation Manual and our other instructions, which we shall indicate to you in due time; the site preparation shall be in compliance with all safety, electrical and building rules and regulations relevant for a proper and safe installation of the Products. The installation site shall be made available to us clean, flat and without obstacles in due time to enable us to start the installation work at the scheduled date; our installation personnel shall not be called upon the installation site until all preparatory works have been satisfactorily completed;
- (c) The timely provision free of charge of the permits, licenses, rights of way, etc. of the pertinent authorities required for or in connection with the installation of the Products;
- (d) The timely provision of transport equipment at site upon our first request;



- (e) The availability free of charge on or near the installation site of adequate and lockable rooms for our personnel (equipped with sanitary installations) and for the storage of our personnel's tools and instruments;
 - (f) The availability free of charge for the destruction or disposal of packaging and other materials;
 - (g) Pricing is exclusive of the price for any variations or additional work to be done or work to be omitted. In case any or all of the above conditions are not, not properly or not timely complied with, or we have to interrupt our installation works and subsequent commission and handing-over for reasons not attributable to us, the period for completion shall be extended accordingly and any and all additional costs resulting therefrom shall be for your risk and account.
- Cubetti neither assumes liability nor offer any warranty for the fitness for use or adequacy of the site in which the Products are to be installed, used or stored.

10. Commissioning, Handing-over and Acceptance:

In case installation of the Products is agreed we shall notify you when the Products installed will be ready for commissioning, handing-over and acceptance, inviting you to attend our standard acceptance inspection as may have been agreed upon to demonstrate compliance with the agreed Installation Manual and Productsheet and/or to inspect the installation work. If you fail to attend on the date notified, our staff will conduct a final inspection of the products and installation works and acceptance shall in such case take place on the basis of the results noted and communicated to you by our staff. In case of rejection of the products installed for justified reasons solely attributable to us, to be submitted to us in detail and in writing within 2 (two) working days after completion of the acceptance inspection concerned, we shall as a sole remedy correct the shortcomings as soon as possible and the relevant parts of the acceptance procedure shall be repeated within a reasonable period of time in conformity with the procedures outlined above. If within two (2) working days after completion of the acceptance procedure we have not received the acceptance certificate signed by the Customer or a report of rejection for justified reasons, the products and installation works shall then be deemed as having been accepted by you. The taking into use of any of the products installed shall also constitute acceptance of the Products and installation works concerned. No partial non-fulfilment of our obligations entitle you to withhold the final instalment of payment. Minor defects or deviations not affecting the use of the Products installed shall be stated in the acceptance certificate, but shall not obstruct or suspend acceptance. We undertake to remedy such defects as soon as possible.

11. Complaints and Returns:

Any complaints of erroneous despatch and/or apparent damage to the Products supplied shall be notified in writing within two (2) working days after receipt of the Products by the Customer giving the reason for the request to return the Products and the date and number of our delivery note or invoice. If return of the Products is agreed upon by Cubetti in writing by means of a return authorization notice, the Products shall be scrapped or forwarded in accordance with our instructions. All Products returned must be consigned insurance and carriage prepaid by you and packed in their original packing.

12. Limited Warranty:

Specifications of the Products or samples delivered by us, including without limitation those regarding dimensions, colour, print, structure as well as any other information contained in the documentation made available to you shall not constitute warranted characteristics. Warranted characteristics are only such characteristics that have been expressly confirmed as being warranted in writing by us. However, we retain the right to deviate from the warranted characteristics of the products and to incorporate technical improvements or further innovations. Colors and shapes of our Products can - since these are natural materials - slightly deviate of supplied samples. Before installation, Counterparty needs to check if the delivered Products are accepted. We warrant to you the good quality of the Products supplied for the period stated in the quotation, or when no period is stated for a period of twelve months as from the date of delivery against defects which appear therein



under proper use, and which arise solely from faulty materials or workmanship. The warranty does not cover damage sustained by normal wear and tear or arising from external influences such as moisture, damp substructure, mechanical stress, loads, light, chemical, biological or in consequence of negligence, misuse or improper installation, -use, -maintenance, -repair, -alteration, -storage or -return handling in accordance with the documents mentioned in section 1 above or unauthorised combining with third party products. Under this warranty we shall (i) replace or have replaced such parts as have proved to have such defects as set out here above, always free of charge, provided that we have been informed by you in writing (including photos per e-mail) during the warranty period within seven (7) days after the defects have revealed themselves. Compliance with our undertakings pursuant to this section 12 shall be considered to give full satisfaction (except as noted below for damages) to you. Any claim of you for set off, compensation (except in cases indicated below) or for dissolution of the Contract or for damages other than resulting from our liability provisioned below in section 13 is hereby waived.

13. Injury and Damages:

You agree that all Products purchased hereunder shall be cared and maintained in accordance with the Installation Manual and for only the purpose for which the Products were intended. Cubetti shall not be liable for damages or losses other than those for which we have expressly assumed liability as defined herein and our liability shall in no event include any consequential or other special or indirect or punitive damages nor for any losses of whatsoever and howsoever arising.

14. Force Majeure:

In the event of the occurrence of force majeure, we shall be entitled to suspend delivery of the Products and/or provision of installation works for the duration of the prevention or delay caused by such force majeure, without being held responsible for any damage resulting therefrom to you or a general contractor. In that case the times given for despatch shall be extended for the period of prevention or delay caused by such force majeure. In case of such a non-attributable failure of performance the relevant part of the contract will be suspended. Cubetti will inform the Counterparty regarding the occurrence of such failure as soon as possible. In the event the suspension has lasted for five consecutive months or as soon as it is established that the suspension will last for at least five consecutive months, either party is entitled to terminate partially or in whole the Contract without any liability or indemnity whatsoever towards the other party. The expression "force majeure" shall mean circumstances or occurrences beyond one party's reasonable control -whether or not foreseeable at the time of signing the contract- in consequence of which one party cannot reasonably be required to execute its obligations under the Contract. Such circumstances or occurrences include but are not restricted to: acts of God, war, civil war, insurrection, fires, floods, higher moisture than according to the Installation Manual, labour disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorizations required (including import clearance or approvals), defaults or force majeure of suppliers or subcontractors.

15. The contract is governed by Dutch law. Any dispute which cannot be settled amicably shall be resolved exclusively by the Courts of Limburg, The Netherlands, location Roermond or Maastricht. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.