

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF STEEN ANTIK

Part A: General

Article 1 General

1.1

These general terms and conditions form part of every purchase agreement or other agreement concluded between Steen Antiek, of which Steen Antiekgroothandel.com is a trade name, and the client, of which the delivery of goods forms a part, unless otherwise expressly agreed upon in writing. The conditions also apply to the legal relationships preceding and resulting from such agreements and to supplementary and follow-up orders, as well as to online sales, unless the specific provisions of the online sales deviate from the general section, in which case the specific provisions apply.

1.2

Applicability of the terms and conditions used by the client is hereby excluded, unless otherwise agreed in writing. In the latter case, if there is a conflict between these terms and conditions and the terms and conditions applied by the client, the present terms and conditions of Steen Antiek will prevail.

1.3

Steen Antiek accepts orders from parties acting in the course of a profession or business, as well as from consumers. Steen Antiek only supplies Products and materials. Both consumers and businesses may place orders online on the website of Steen Antiek. The conditions which apply here are added as part B Online Sales in addition to part A General section.

Article 2 Offers/orders

2.1

All offers, in whatever form, are without obligation, unless otherwise agreed.

2.2

Orders are not binding on Steen Antiek until they have been confirmed in writing by Steen Antiek.

Article 3 Samples

3.1

If the client expressly requests the sending of samples, these must always be paid for, including any shipping costs.

3.2

Samples must also be paid for in the event that the sample and/or example relates to a follow-up order, regardless of whether or not the latter is carried out.

3.3

The foregoing shall apply unless otherwise agreed in an Agreement.

Article 4 Prices

4.1

All prices and fees charged by Steen Antiek are expressed in euros and exclude VAT and other government levies, as well as any costs incurred in the context of the agreement, unless otherwise stated.

4.2

Invoicing shall take place at the prices mentioned in the agreement.

4.3

If the prices of certain products and/or processing have not been specified in the Agreement, deliveries and subsequent processing will take place on the basis of subsequent calculation.

4.4

Offers and/or tenders do not automatically apply to repeat orders.

Article 5 Price Increases

5.1

Steen Antiek is entitled to raise the agreed price of goods still to be delivered if, after quotation or after the conclusion of the agreement, the costs of raw materials, auxiliary materials and exchange rates, expressed in the currency of the agreed price, rise.

5.2

If an increase in cost price-determining factors occurs after the conclusion of the agreement, and fulfilment of the agreement at the time of the increase has not yet been completed, Steen Antiek may also pass on these costs. Steen Antiek may also pass these costs on to the client.

5.3

The price increase referred to in this article must be paid simultaneously with the payment of the principal sum or the next agreed payment period.

Article 6 Delivery/delivery periods

6.1

The costs of the delivery of the goods shall be borne by the client, unless otherwise agreed.

6.2

The delivery address must be reasonably accessible for the means of transport which are generally customary for deliveries. Client must provide sufficient loading and unloading

facilities at the delivery address. To unload the goods and load any return cargo, the customer shall make sufficient staff and (mechanical) aids available free of charge. Client shall do everything possible to reduce to a minimum the waiting time between the time of notification of arrival at the delivery address and the time at which the unloading of the goods to be delivered can commence.

6.3

The mere exceeding of the agreed delivery period will not constitute default on the part of Steen Antiek. The client will, however, in that case be entitled to demand delivery within a reasonable period.

6.4

Steen Antiek is at all times entitled to deliver the goods cash on delivery or to receive advance payment or security in the form desired by it.

6.5

Return shipments are only permitted if Steen Antiek has given its express written consent. The costs of return shipments shall always be borne by the client.

6.6

Steen Antiek is entitled to deliver and invoice orders in parts, unless otherwise agreed in writing.

6.7

The client must provide Steen Antiek with complete and correct information regarding (the scope of) the work to be executed. If it appears that the information was incomplete or incorrect, and that extra costs must therefore be incurred by Steen Antiek, these costs will be charged to the client by Steen Antiek.

Article 7 Risk

7.1

The risk attached to the products shall pass to the client from the moment when Steen Antiek makes them available to the client.

7.2

The client is obliged to accept the products at the time they are made available to him, in accordance with the provisions of Article 6.2.

7.3

The risk of damage to and loss of the delivered products and any damage resulting therefrom shall pass to the client immediately upon delivery.

Article 8 Payments

8.1

Unless otherwise agreed, amounts charged to the client should be received by Steen Antiek within 14 days of the invoice date in a bank account to be indicated by Steen Antiek. Objections to the amount of the invoice do not suspend the client's payment obligation. Payment terms for online purchases are discussed in Part B Online Sales.

8.2

All payments by the Client must be made without deduction or set-off. The customer is not entitled to suspend his payment obligations or to compensation.

8.3 If the client has not paid within the agreed payment period, he shall immediately be in default, without any notice of default being required.

From that moment on, the client shall also owe interest to Steen Antiek. The interest rate is 12% per annum, but will be equal to the statutory commercial interest rate if this is higher. In calculating interest, part of a month is regarded as a full month.

8.4

In the event of liquidation, (application for) bankruptcy, (application for) a moratorium, attachment of property or accounts receivable of the client, or in the case of any other circumstance as a result of which the client can no longer freely dispose of his assets, Steen Antiek's claims against the client will become due immediately.

8.5

Steen Antiek is entitled at any time to demand security for the client's payment, regardless of the agreed payment conditions. The client will be immediately in default if he fails to meet this requirement within the specified period. Steen Antiek will then be entitled to terminate the agreement and recover its losses from the client.

8.6

If the client fails to fulfil one or more of his obligations, all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the client. Extrajudicial costs shall also include the VAT which is not eligible for VAT which is not eligible for set-off.

8.7

If Steen Antiek has incurred higher or other costs, which were reasonably necessary, they will also be eligible for compensation.

Article 9 Retention of title

9.1

Steen Antiek retains title to the goods delivered to the client under the agreement until the agreed price with respect to these goods and the work carried out or to be carried out for the client has been paid in full, as well as until the claims due to failure in the performance of the agreement by the client have been settled.

9.2

With regard to the items referred to in paragraph 1, the client undertakes not to perform any acts of disposal such as pledging or otherwise storing these items or handing them over to third parties, except insofar as the client has fulfilled his obligations towards Steen Antiek at that time.

9.3

If the client acts in violation of the obligations specified in paragraph 2 above, Steen Antiek is entitled to remove and take back all goods delivered by Steen Antiek. The client is obliged to lend Steen Antiek every assistance in this respect, in particular by allowing Steen Antiek and/or persons appointed by it access to the company or other premises used by the client.

9.4

All items delivered by Steen Antiek, including any designs, sketches, drawings, films, software (electronic) files, etc., remain the property of Steen Antiek until the client has fulfilled all of his obligations under all agreements concluded with Steen Antiek.

9.5

In the event of seizure, bankruptcy or (temporary) suspension of payments or if third parties wish to establish or have established rights on the products delivered under retention of title, the immediately inform the bailiff carrying out the attachment, the trustee in bankruptcy, the administrator or the third party in question of Steen Antiek's (ownership) rights, and shall immediately inform Steen Antiek of this.

9.6

The client undertakes to insure the products delivered under retention of title in favour of Steen Antiek and to keep them insured against all the usual risks, such as (water) damage, fire, explosion and theft. The policy of this insurance shall be presented to Steen Antiek for inspection on the client's first demand.

Article 10 Inspection and complaints

10.1

The client is obliged to carefully examine the products (or have them examined) at the time of delivery. In doing so, the client must examine whether the quality and quantity of what has been delivered corresponds to what was agreed upon.

10.2

The client can no longer invoke a defect in the performance if he has not submitted a written claim to Steen Antiek within fourteen days of the discovery of the defect or of the fact that he reasonably could have discovered it.

10.3

If a complaint is made in time pursuant to the previous paragraph, the client remains obliged to take delivery of and pay for the purchased products. The client is not entitled to set off. If the client wishes to return defective products, this shall be done with the prior consent of Steen Antiek and in the manner indicated by the latter. The products shall then remain at the client's risk.

10.4

The client is obliged to take measures to limit his damage as much as possible.

10.5

The client shall provide all cooperation required by Steen Antiek for the investigation of the complaint. The client has no right to complain with regard to products in respect of which no inspection of the complaint can take place by Steen Antiek.

Article 11 guarantee

11.1

Claims under the guarantee only exist if the client has fulfilled all his obligations towards Steen Antiek (both financially and otherwise) in time and in full.

11.2

If a product no longer functions properly within the guarantee period, Steen Antiek has the choice of either supplying a new product free of charge in exchange for the return of the products which have turned out to be faulty, or taking back the products in exchange for a credit note against the amounts invoiced to the client for the products which have turned out to be faulty. By fulfilling one of these performances, Steen Antiek will be fully discharged in respect of its guarantee obligations, and will not be obliged to pay any further (damages) compensation.

11.3

If the client can invoke a guarantee issued by the supplier of the delivered product, that guarantee will apply between the parties, on the understanding that the guarantee issued by Steen Antiek will never exceed the scope of this guarantee. The guarantee provision applies without prejudice to the rights and claims which the law assigns to the client.

11.4

When purchasing vintage/antique products, Articles 11.1 to 11.3 above do not apply with respect to the guarantee. These products are sold "as is". The client has had the opportunity to inspect the products on site at Steen Antiek's or through visual material made available by Steen Antiek, and has entered into the purchase agreement on that basis.

11.5

These general conditions shall apply equally to the replacement of products.

Article 12 Liability

12.1

Steen Antiek's liability is limited to the damage suffered by the client which is the direct and exclusive result of a shortcoming attributable to Steen Antiek. This damage is only eligible for compensation if Steen Antiek is insured against it, or should reasonably have been insured against it, up to a maximum of the amount paid out by Steen Antiek's insurer in the case in question.

12.2

If it is not possible for Steen Antiek to take out an insurance policy at the time of entering into the agreement, or not on reasonable conditions, compensation for damage will be limited to the amount which Steen Antiek charged for the agreement in question (excluding VAT).

12.3

Steen Antiek shall never be liable for indirect damage suffered by the client or third parties, including consequential damage, environmental damage, loss of profits, disappointed expectations, (other) immaterial damage and damage to the rights of third parties, including industrial and intellectual property rights. If required, client should take out insurance to cover such damages.

12.4

The client shall indemnify Steen Antiek against all third-party claims relating to (the use of) the products.

12.5

The client shall indemnify Steen Antiek against all third-party claims regarding product liability as a result of a defect in a product which was delivered to a third party by the client and which consisted or partly consisted of products and/or materials delivered by Steen Antiek.

12.6

Steen Antiek can never be held liable for the consequences of incorrect and/or injudicious use of the goods delivered. The user himself must verify whether, and is responsible for, the products are suitable for the application he/she has in mind. Steen Antiek can never be held liable for damage of any kind arising from advice, recommendations, calculations or other specifications (whether given by telephone or otherwise) relating to items.

Article 13 Force majeure

13.1

If Steen Antiek is unable to fulfil its delivery obligations due to a cause beyond its control (force majeure), Steen Antiek shall be entitled, without being in default, to postpone delivery of the goods until such time as the force majeure situation has ended.

13.2

If the force majeure lasts longer than one month, both Steen Antiek and the client will be entitled, by notification to the other party, to terminate the agreement unilaterally for the part which has not yet been executed, without judicial intervention.

13.3

Force majeure will in any case include: war, revolution, riots, fire, weather conditions, flooding, transport restrictions, illness, pandemics, government measures including import and export measures, poor harvest, failure in the supply or provision of raw materials, energy or business supplies, including the non-performance of suppliers from whom Steen Antiek obtains such supplies, strike, defects in or damage to machinery, as well as any other malfunction in the business of Steen Antiek.

13.4

Any circumstance beyond the control of Steen Antiek, regardless of whether it was foreseeable at the time of the conclusion of the agreement, which temporarily or permanently prevents compliance with the agreement or makes it considerably more difficult or costly shall also be regarded as force majeure.

13.5

The preceding provisions also apply if there are circumstances attributable to the personnel of Steen Antiek.

Article 14 Dissolution and termination

14.1

Steen Antiek is entitled, without any compensation being due to the client in this respect, to terminate the agreement and all other current agreements between the parties unilaterally, in whole or in part, and to take back the delivered goods, without judicial intervention, if

- A. the client is in arrears with payment of the purchase price or any other amount owed to Steen Antiek.
- B. he is declared bankrupt or applies for a moratorium.

14.2

In the event of termination of the agreement on the grounds mentioned in the previous paragraph, any claim which Steen Antiek may have on the client will become immediately due and payable in its entirety.

14.3

In the case of bankruptcy or suspension of payment on the part of the client, Steen Antiek is entitled, without any compensation being due to the client in this respect, to terminate unilaterally the agreement and all other current agreements between the parties for the unperformed portion without judicial intervention.

14.4

The provisions of this Article are without prejudice to the terminating Party's right to full compensation for the damage it has suffered.

14.5

If the client wishes to terminate the agreement without any fault on the part of Steen Antiek, and the latter agrees, the agreement will be terminated by mutual consent. In that case, Steen Antiek is entitled to compensation for all financial losses, such as loss suffered, loss of profits and costs incurred.

Article 15 Applicable law, competent court and interpretation of provisions

15.1

Dutch law applies to these general terms and conditions and to all agreements concluded by Steen Antiek. All disputes that may arise between Steen Antiek and the client will be submitted to the competent court in Overijssel, unless this is contrary to mandatory law.

15.2

The Vienna Convention on Contracts for the International Sale of Goods (C.I.S.G.) shall not apply, nor shall any other international regulation the exclusion of which is permitted.

15.2

Parties shall only appeal to the court after they have made every effort to settle a dispute in mutual consultation.

15.3

The Dutch text of these terms and conditions shall always prevail in interpreting their content and scope.

PART B ONLINE SALES

Article 1 The offer and information on the website: [www. Antiekgroothandel.com](http://www.Antiekgroothandel.com)

1.1

The content of Part B is supplementary to Part A General and vice versa, but specifically intended for online sales.

1.2

All offers made by Steen Antiek on the website are without obligation. Steen Antiek retains the right to amend or modify the offer.

1.3

Steen Antiek makes every effort to provide a complete and accurate description of the Products offered in its offer and on the Website. The information on the Website such as - but not limited to - prices, pictures, advice, (technical) drawings, (product) films, and sizes and weights of Products is provided only as an indication. The Buyer cannot derive any rights from this.

1.4

All Products on the website are supplied without accessories, however named, unless otherwise stated.

1.5

Steen Antiek is not bound by misprints, typographical errors or obvious mistakes in an offer or in the information on the Website.

1.6

Steen Antiek cannot guarantee that the colours shown on the Website correspond exactly to the actual colour of the Product.

Article 2 The agreement

2.1

The agreement is concluded when the Buyer accepts Steen Antiek's offer on the Website and complies with the (payment) conditions stipulated.

2.2

Every Agreement is entered into under the suspensive condition of sufficient availability of Products and parts.

Article 3 Delivery time

3.1

The delivery time is indicated approximately.

3.2

The delivery period shall commence when the Agreement has been concluded and the agreed payment has been made.

3.3

Steen Antiek shall make every effort to comply with the delivery times. However, Steen Antiek is not liable for the harmful consequences for the Buyer resulting from any exceeding of delivery times, unless such liability is accepted by Steen Antiek or unless Steen Antiek has failed to fulfil its best efforts obligation, to be proven by the Buyer.

3.4

Exceeding the delivery period does not give the Buyer the right to dissolve the agreement or to claim damages.

Article 4 Delivery and transfer of risk

4.1

The place of delivery is the address which the Buyer has made known to Steen Antiek on the order form on the website.

4.2

Goods are at the Buyer's risk from the moment of delivery, or from the moment that the goods are offered for delivery but are not taken by the Buyer without legal reason. In the latter case, Steen Antiek may claim reasonable compensation for the costs of storage.

4.3

The prices on the website include VAT. Shipping costs are borne by the Buyer.

Article 5 Returns and right of withdrawal

5.1

Steen Antiek will not accept returns, unless a Consumer can invoke his right of withdrawal. A Consumer has a statutory cooling-off period of 14 days in which the Consumer may return Products ordered via the website without giving reasons. This right of withdrawal for a Consumer is excluded if there is any damage caused by the Consumer.

5.2

The costs of returning products are to be borne by the buyer.

5.3

The provisions of this Article are without prejudice to any claims based on issued (manufacturer's) guarantees or non-conformity.

Article 6 Payment and price

6.1

Unless otherwise agreed, the Buyer must pay the full purchase price in advance into the bank account of V.o.F. Steen Antiek in Almelo.

6.2

All prices on the Website are exclusive of turnover tax, any disposal contribution and shipping costs, unless otherwise indicated on the Website.

6.3

Steen Antiek is not bound by printing and typesetting errors or obvious mistakes in prices. In such a case, Steen Antiek is not obliged to deliver the Product at the incorrect price.

6.4

The Buyer is obliged to point out to Steen Antiek without delay any inaccuracies in payment data provided or stated.

6.5

Changes or additions to an agreement already concluded shall result in a change to the agreed price, unless the parties agree otherwise in writing.

Article 7 Compliance and warranty

7.1

Steen Antiek guarantees that the Products comply with the Agreement and that the quality of the Products complies with the (statutory) regulations and quality requirements applicable to the Products and/or materials concerned on the date of the offer.

7.2

Steen Antiek is not responsible for the ultimate suitability of Products for individual application by the Buyer or any advice given on the Website or in the offer by Steen Antiek with regard to the application or use of Products.

7.3

The manufacturer's guarantee is given on new products as stated on Steen Antiek's Website or in its offer.

7.4

A claim under the guarantee or by virtue of non-conformity will lapse if the Buyer fails to notify Steen Antiek within a reasonable period of the discovery of the shortcoming or the defect. This reasonable period is two weeks for a Consumer and one week for a Business Buyer. Any claim will in any case lapse two months after delivery of the Product.

7.5

The Buyer must check the Products upon receipt for visible defects and shortcomings.

7.6

The right to complain expires if the Products have been processed, repackaged, or if the original state of the goods has been changed in any other way.

7.7

A claim under the warranty or non-conformity is excluded for defects such as, or resulting from:

- a) Defects which could have been discovered at the time of delivery;
- b) Weathering and/or normal wear and tear;
- c) Abnormal use, improper use or insufficient (timely) maintenance;
- d) Installation, assembly, modification, repair or additions by or on behalf of Buyer;
- e) Unforeseen, temporary or permanent harmful influence(s) of the environment;
- f) damage and/or defects caused during or after delivery by external influences
- g) Fire, burglary, acts of war or atomic disasters.

7.8

The guarantee period shall not be extended or renewed by the redelivery, replacement or repair of a Product. Even if the Buyer submits a claim in time, its obligation to pay and take delivery of orders made will continue to exist.

Article 8 Liability

8.1

In the event of liability on the part of Steen Antiek, Steen Antiek shall never be obliged to compensate a higher amount for damage than the invoice amount for the delivery in question.

8.2

Steen Antiek is not liable for consequential damage, trading loss, damage sustained by the Buyer as a result of the delivery period being exceeded, or damage sustained by third parties to whom Products have been passed on or third parties with whom the Buyer has made a contract.

8.3

The Buyer indemnifies Steen Antiek against all claims by third parties in connection with Products delivered by Steen Antiek, as a result of which those third parties may have sustained damage, regardless of the cause or moment at which that damage arose.