



Krown-design

General Conditions governing the Sale and Delivery

1 Applicability of these General Conditions

- 1.1 These General Conditions apply to all offers, agreements and deliveries regarding products or services offered or manufactured by Krown.
- 1.2 The following definitions are used in these General Conditions:
 - a. Krown Krown-Design, an activity of Studio Eric Klarenbeek and packaging & Distribution Innovators BV;
 - b. Buyer Krown's counterparty;
 - c. Consumer a Buyer not acting in the conduct of a profession or business;
 - d. Consumer Purchase a purchase between Krown and a Consumer;

2 Offers and agreements

- 2.1 An offer or quotation will be valid during for 30 days, with the exception of quotations on the website of Krown, which can be modified on a daily basis. In the case of a quotation with multiple elements, there will be no obligation for Krown to supply a part of the items in the offer against a pro rata part of the total price. Quotations only apply to the quantities and products and are not automatically valid for new orders.
- 2.2 Agreements between Krown and the buyer will be valid after written confirmation by Krown, including a confirmation per e-mail. An automatically generated electronic confirmation of receipt is not such a confirmation. Krown has the right to refuse an order.
- 2.3 Krown has the right to make use of third parties to execute an agreement. All rights and claims as stipulated conditions for the benefit of Krown will equally apply to agents and other third parties engaged by Krown.
- 2.4 In the case of a sale via the website of Krown, agreements between Krown and the buyer will become valid at the moment of acceptance by the buyer of the proposal and the fulfilment of the stipulated conditions.

3 Price adjustments

- 3.1 Unless stated differently, quotations are in euro's and exclude VAT, are ex works and excluding customs fees and any other governmental charges, excluding warehousing and transfer costs, and excluding insurance and travel costs
- 3.2 If the prices of raw materials or wages, import duties, taxes or other external costs increase after the conclusion of the agreement (whether or not due to currency fluctuations), Krown will have the right to adjust the purchase price to that increase.
- 3.3 Krown must inform the Buyer of such a circumstance as soon as possible, after which the Buyer will have the right to dissolve the agreement within 8 days, unless it has been stipulated that the price increase is part of the agreement or if the price increase is the consequence of a legal price increase.

4 Delivery

- 4.1 Supplied delivery times are indicative and do not count as fatal, unless stated specifically.
- 4.2 If Krown requires information from the Buyer for the performance of the agreement, or if full or partial payment in advance has been stipulated, the delivery term will not commence until Krown has received the correct and full information or the payment in advance.
- 4.3 Products will only be delivered with shipping costs included if this is specifically agreed upon or indicated on the website of Krown. If products are not delivered with transport and other costs included, Krown has the right to charge these costs. Delivery will take place from the moment

that the products have left the warehouse, or when services of Krown have started according to the agreement. The risk of delivered products will pass to the buyer on the moment of delivery, regardless of what was agreed between Krown and buyer about transport and insurance.

- 4.4 If the Buyer refuses to take delivery, Krown may charge him the resulting costs. In that case Krown will also have the right to dissolve the agreement, without prejudice to his right to claim full damages.

5 Retention of title

- 5.1 All products delivered will remain the Krown's property until the Buyer has fulfilled all his obligations towards Krown under the agreement.
- 5.2 If the buyer does not fulfill his obligations resulting from an agreement with Krown, Krown will then have the right to recollect products from Krown of an equal value from the buyer or any third party that store the products. The buyer and his subcontractors will give full cooperation in such a case.

6 Dissolution and return of products

- 6.1 After the order has been confirmed, the Buyer may amend or cancel it only with Krown's prior consent. If Krown has already incurred costs or will incur costs as a result of the amendment or cancellation, Krown may charge those costs to the Buyer.
- 6.2 In the case of purchase of products via the website of Krown, Buyer has the right within fourteen (14) working days after receipt of the product to cancel the purchase in writing without stating any reasons. The buyer must ship the products undamaged and GIY kits unopened, back to Krown within 7 days after the cancellation.
- 6.3 The direct costs involved in the return shipment of the products in the context of this Article will be payable by the Buyer, unless otherwise expressly agreed in writing. Krown may wait before making the repayment until it has received the product or the Buyer has demonstrated that the product has been returned.

7 Payment

- 7.1 Krown may at any time demand full or partial payment in advance or cash on delivery.
- 7.2 If products are delivered on account, the invoice amount must be paid within fourteen (14) days, without the Buyer being entitled to any discount or setoff.
- 7.3 If Krown has not received (full) payment at the end of the payment period, the Buyer will be in default and will owe interest equal to the statutory interest rate that applies to business transactions. All costs incurred by Krown in connection with late payment, such as procedural costs and judicial and extrajudicial costs, including the costs of legal assistance, bailiffs and debt collection agencies, will be payable by the Buyer. The extrajudicial costs are minimum 10% of the invoice amount with a minimum of €50,- excluding VAT

8 Right of suspension and dissolution

- 8.1 In addition to the provisions regarding force majeure and the provisions of Article 6, Krown will have the right to suspend (in full or in part) the performance of its obligations under all agreements that exist between the parties or to dissolve those agreements in full or in part without any notice of default or judicial intervention being required:
- if the Buyer is in default or Krown has good reason to believe that the Buyer will not perform its obligations in full and/or in time;
 - in the event of liquidation, a suspension of payment, a petition for a suspension of payment, bankruptcy or debt rescheduling, or any other circumstance as a result of which the Buyer can no longer freely dispose of its capital; or
 - if circumstances occur as a result of which it is impossible to perform the agreement or Krown cannot reasonably be required to continue the agreement in an unamended form.
- 8.2 In the cases referred to in paragraph 8.1 any obligations of the Buyer will furthermore fall due immediately and Krown will not be required to pay any damages.

9 Guarantees and complaints

- 9.1 The products to be supplied by Krown will meet the customer requirements and standards that can reasonably be set at the moment of delivery and for which they are intended in the event of normal use. If applicable, guarantee provisions of suppliers and third parties, such as producers and importers, will apply to the products supplied by Krown. Taking into account the limitations mentioned in these General Conditions, Krown will guarantee the reliability of the supplied products provided that all instructions with regard to the use of these products are strictly followed.
- 9.2 If the product is used outside the Netherlands, the Buyer itself must verify whether the products are suitable for use there and whether they meet the conditions and the applicable statutory and other requirements.
- 9.3 The Buyer will be required to inspect the products delivered immediately after receipt. Any defects established must be reported to Krown in writing, stating the reasons, within 10 days or in the case of external defects immediately. The buyer must keep the products available for inspection by Krown. These products may not be taken into use unless agreed upon differently in writing.
- 9.4 If it has been proven that a product is not in conformity with the agreement and the complaint was filed in a timely manner, Krown may, at its option, replace the product in question, arrange for repairs, or refund the invoice price plus any shipping costs paid.
- 9.5 All data, designs and images regarding colours, materials, dimensions and finishing will be for information purposes only. Divergences will not be reason for rejection, discount, dissolution of the agreement or damages if such divergences are minor.

10 Intellectual property rights

- 10.1 The Buyer expressly acknowledges that all intellectual and/or industrial property rights in respect of the products, materials and information made available to the Buyer by Krown, including samples, packaging, labels and designs (and their appearance), the composition and/or specifications of samples, products and semi-finished products, as well as technical and commercial know-how, models, moulds, designs and patterns, vest in Krown, its supplier or other parties entitled.
- 10.2 The buyer is not allowed to copy, multiply or manufacture the products, materials and information made available to the Buyer by Krown, including samples, packaging, labels and designs (and their appearance), the composition and/or specifications of samples, products and semi-finished products, as well as technical and commercial know-how, models, moulds, designs and patterns without written approval of Krown
- 10.3 If and insofar as Krown manufactures products or packaging on the basis of express instructions given by the Buyer, such as specifications, designs, sketches, models or patterns provided by the Buyer or with products, raw materials, support materials, printed work or images made available by the Buyer, the Buyer warrants that no third-party rights will be infringed. The Buyer indemnifies Krown against any third-party claims in this context and will reimburse all costs incurred by Krown in connection with such claims.

11 Liability for damage

- 11.1 Krown will not be liable for damage caused:
 - a. by incompetent use of the products delivered or use for a purpose other than that for which they are suitable by objective standards;
 - b. because Krown used incorrect or incomplete data provided by or on behalf of the Buyer;
 - c. third parties engaged in a performance of the agreement at the Buyer's request or with the Buyer's consent;
 - d. materials or services provided by third parties at the Buyer's request or with the Buyer's consent; or
 - e. misunderstandings, damage, delays or the improper receipt of orders and notifications due to the use of the Internet or any other means of communication (whether or not electronic).
- 11.2 Only direct loss attributable to Krown will qualify for compensation. Any and all liability for indirect loss, including but not limited to consequential loss, loss of profits, damaged or lost data or materials, and loss of proceeds is excluded. In the case of Consumer Purchase the scope of this

provision will be limited to that permitted under Article 7:24(2) of the Dutch Civil Code.

- 11.3 Insofar as Krown is liable for the reimbursement of loss, that loss will be limited to the invoice amount for the delivery or partial delivery in question, on the understanding that that amount will not exceed €45,000 and will in any event be limited to the amount that the insurer pays Krown in the case in question.
- 11.4 The Buyer indemnifies Krown against any and all claims from third parties that incur losses in connection with the performance of the agreement and for the cause of which the Buyer is to blame.
- 11.5 The limitations recorded in Article 11.1 to 11.14 will not apply:
 - a. if the loss is due to intent or gross negligence on the part of Krown or its executive or non-executive subordinates;
 - b. in the event of product liability towards a Consumer within the meaning of Book 6, Part 3, Chapter 3, of the Dutch Civil Code.
- 11.6 All liabilities are cancelled after a period of two years from the moment that the agreement is ended

12 Force majeure

- 12.1 If Krown is unable to perform the agreement due to an event of force majeure, it will have the right to suspend its obligations until the event of force majeure has ended. If that period lasts longer than two (2) months, either of the parties will have the right to dissolve the agreement in respect of the products affected by the event of force majeure, without being required to compensate the loss incurred by the other party. In that case the Buyer will be required to pay for the products already delivered.
- 12.2 In these General Conditions, 'force majeure' means, among other things, in addition to the definition of that term in the law and in case law, all external causes beyond Krown's control, either foreseen or unforeseen, as a result of which Krown is unable to fulfil its obligations.

13 Dutch law and competent court

- 13.1 This Agreement is governed by Dutch law, also if an obligation is performed abroad in full or in part or if the Buyer has its place of residence there. The applicability of the Vienna Sales Convention is excluded.
- 13.2 In the event of disputes, the court of Krown's place of residence will be the competent court.
- 13.3 The parties will submit a dispute to the court only after they have made every effort to settle the dispute in consultation.

14 Other provisions

- 14.1 The Dutch text of these General Conditions will at all times be decisive in the interpretation of these General Conditions.
- 14.2 Amendments and/or additions to these General Conditions will be valid and applicable only if recorded in writing. If Krown uses additional conditions or any provisions that conflict with these General Conditions, that will not affect the validity and applicability of other provisions of these General Conditions.