

# Satori Ltd - General terms and conditions - B2B

## ARTICLE 1: SCOPE OF APPLICATION

1.1. The present general terms and conditions and the special terms and conditions mentioned in the contract, together with the contract, are the subject of the agreement between the parties. In the event of any conflict between these general terms and conditions and the provisions of the special terms and conditions mentioned in the contract, the latter shall prevail. The terms and conditions apply to agreements concluded between SATORI Ltd, with tax number BE 0670.898.223 and registered at Sparrenhofstraat 147, 9100 Sint-Niklaas (hereinafter the "Interior Stylist") and the Customer, and take precedence over the Customer's general terms and conditions even if they provide that they take precedence over these general terms and conditions. Consequently, the Interior Stylist only enters into agreements under these conditions to the exclusion of all other conditions.

1.2. These conditions apply to sales as well as to services such as interior advice, coordination and supervision, execution of works such as the placement and assembly of the goods sold, in this case loose furniture, accessories, window dressing, interior lighting and electrics. The placement of the goods is never related to the stability of the building.

1.3. In the event that the Principal does not agree to certain conditions, it must inform the Interior Stylist of this within five calendar days of receipt of the general conditions and in any event no later than at the conclusion of the agreement. These conditions are irrefutably deemed to have been notified to the Principal prior to the conclusion of the agreement. By placing the order, the Client accepts these terms and conditions.

## ARTICLE 2: OFFERS/QUOTATIONS

2.1. The quotations/offers given to the Client shall only have a validity of 4 weeks after which they may be subject to price changes. The quotations/offers are always drawn up on the basis of the information provided by the Client or his representative.

2.2. Illustrations, dimensional and weight specifications, etc. provided by the Interior Stylist in catalogues, website, advertising material or otherwise, are not binding for the Interior Stylist and are exclusively intended to give a representation of the article offered. The samples provided by the Interior Stylist are given for indication purposes only and may differ from the materials supplied in terms of colour. Deviations in any form whatsoever do not entitle the Principal to refuse the goods, to withhold payment or to claim compensation.

3D concepts do not apply with absolute precision/truth but are purely guiding.

## ARTICLE 3: ORDER/CONTRACT CONCLUSION

An order by the Client only becomes binding after it has been explicitly accepted by the Interior Stylist. The order is followed by the signing of an agreement in which the special terms and conditions of the agreement are set out. The contract only becomes effective at the expense of the Interior Stylist and, at its discretion, from the date of payment of the anticipated advance or from the date of signature of the contract; at the expense of the Client, the contract is effective from the date of signature of the contract.

Cancellation of the order is not possible unless after prior written agreement.

## ARTICLE 4: DEPOSIT

The Interior Stylist is generally permitted to request a deposit from the Principal as a condition for delivery. This deposit represents a maximum of 100% of the total price.

## ARTICLE 5: DELIVERIES

5.1. The delivery times set by the Interior Stylist are only approximate, unless agreed otherwise in writing. A delay in the delivery or execution of work can never give rise to a claim for any compensation, to termination of the agreement by the Client, to refusal to accept the goods or to refusal to pay the agreed price in full, even in the event of gross error on the part of the Interior Stylist or in the event of gross error or intent on the part of the appointed or executive agents of the Interior Stylist. If the periods are exceeded through the fault of the Client, the Interior Stylist is entitled to claim compensation. The Interior Stylist is entitled to make and invoice partial deliveries.

5.2. The goods are dispatched at the risk and peril of the Interior Stylist. Subject to the express written agreement of the Interior Stylist, the goods will be delivered to the place of destination indicated in the order form of the Interior Stylist. The Interior Stylist reserves the right to suspend or refuse a delivery in the event of non-payment on the due date of the anticipated advance payment.

5.3. The Client or its representative must ensure that the goods and/or services can be delivered and installed by the Interior Stylist or its appointees or execution agents in a normal manner at the agreed place and delivery date and provides easy access. If this is not complied with, the Principal is obliged to compensate the Interior Stylist for all damage, including waiting hours, storage costs and costs for the preservation of the item. Unloading always takes place from a hard and easily accessible road. Damage caused by pavement during unloading is never at the expense of the Interior Stylist.

5.4. The Client or its representative is obliged to check the number and condition of the goods at the time of delivery. All visible dents, cracks or other damage on the packaging must be stated on the delivery note, which must be signed and returned to the carrier/Interior Stylist. Acceptance of a shipment without written comments on the consignment note or the delivery note shall be considered as irrefutable presumption that the delivery was in conformity with the order and therefore free of visible defects.

## ARTICLE 6: GUARANTEE

6.1. In the event of visible defects on the goods, for which the Interior Stylist is responsible, the Interior Stylist will have the choice either to replace the defective products with identical conforming products or to grant a price reduction for the defective products. The Interior Stylist's guarantee is in any case limited, both for visible and hidden defects, to the replacement of the products and, if this is not possible, to the refund of the invoiced price.

6.2. The Interior Stylist can never be held liable for any form of misuse of the product sold outside his intervention. All guarantee provisions lapse with regard to the changes made by the Client, including the consequences of these changes. Defects or deformations of used raw materials that are subject to natural operation cannot be charged to the Interior Stylist. Therefore, discolouration of wood, textiles, fiber materials and leather, as well as the 'working' of wood, are not regarded as defects, insofar as these discolourations or these works cannot be prevented from a technical point of view, or are generally accepted in accordance with the customs in the furniture sector or are specific to the materials used. Products bound or woven with pome straw cannot be guaranteed by the Interior Stylist.

6.3. Without prejudice to the provisions of article 2, complaints about defects in products or the work carried out must be reported to the Interior Stylist by registered letter on pain of forfeiture of rights: (I) in the case of visible defects, if no consignment note or delivery note is available, within eight calendar days of delivery and/or installation (II) in the case of hidden defects as of their discovery. The obligation to indemnify hidden defects by the Interior Stylist is extinguished after one year from the invoice date. In all cases, the claim must be instituted in court by the Client within one year after the notice of default, on pain of forfeiture.

6.4. If the installation of purchased electrical products is carried out by the Interior Stylist or under its responsibility, the Principal guarantees an existing technically adjusted and legally approved electrical installation in the relevant building and accordingly discharges the Interior Stylist from any further investigation and any liability in this regard.

The guarantee is only limited to the goods that fall under the statutory provisions, with the exception of working hours and travel.

## ARTICLE 7: DAMAGES

Without prejudice to the provisions of article 6.1, the Interior Stylist will only be liable for damage resulting from gross negligence or willful misconduct. However, the Interior Stylist is not liable for damage resulting from gross negligence or intent on the part of its appointees or executive agents. Under no circumstances can the Interior Stylist be held liable for any indirect loss such as, but not limited to, loss of income, loss of contracts, capital costs, limitation of returns or any other loss or consequential loss, both to the Client and to third parties. The Client expressly waives any claim against the Interior Stylist relating directly or indirectly to the installation, either by the Client itself or by third parties appointed by the Client, of the products sold. The liability of the Interior Stylist is in any case limited to the invoice value of the goods/services provided.

## ARTICLE 8: PRICES

The prices are without obligation, excluding VAT and government levies, subject to errors and will under no circumstances and under no circumstances be the subject of any discount, except with the express written agreement of the Interior Stylist. If, between the date of the agreement and the delivery of the goods and/or services, there is a demonstrable price change on the part of the manufacturer or execution agent, this will be passed on to the Client. All taxes and levies are at the expense of the Principal. In the event of an increase in import duties, exchange rate fluctuations and taxes of more than 5%, the prices will be adjusted to the same extent.

#### ARTICLE 9: INVOICING/PAYMENT METHODS

9.1. An invoice will be sent to the Client. If no e-mail address is available, the invoice will be made available upon delivery or sent by post. Unless otherwise stipulated, the Interior Stylist is at all times entitled to draw up partial invoices depending on the progress of the services and/or goods provided by it.

9.2. Unless explicitly stipulated otherwise in writing, all invoices of the Interior Stylist are payable in cash, at the latest within 8 calendar days of the invoice date. Protests must be notified to the Interior Stylist by registered letter within 8 calendar days, stating the reasons and including the concrete parts of the (partial) invoice to which the protest relates and the concrete reasons for the protest. Any protest does not exclude the possibility that the parts of the invoice to which the protest does not relate must be paid on time.

9.3. In the event of non-payment of all or part of the price on the due date, the Client shall owe, ipso jure and without prior notice of default, an annual interest of 12% on the outstanding debt from the due date and a compensation clause of 10% on the total invoice amount with a minimum of EUR 100. The Interior Stylist is entitled to demand payment either prior to delivery or at the time of delivery. In the aforementioned cases, the Interior Stylist still has the right to unilaterally demand additional payment guarantees, advances or guarantees prior to delivery. The Interior Stylist may suspend delivery at the expense of the Client in the absence of cash payment or in the absence of sufficient payment guarantees.

9.4. The Client expressly waives any form of set-off or payment suspension. Each non-payment brings the outstanding invoices due and entitles the Interior Stylist to suspend all future deliveries, or to dissolve the agreement, without prejudice to the right to compensation.

#### ARTICLE 10: RETENTION OF TITLE

The Interior Stylist expressly reserves title to all delivered goods, even if they have been placed, until the day of full payment of the principal sum, interest, compensation, performance fees and costs. All movable property placed by the Interior Stylist is irrefutably deemed not to be permanently attached to the yard and therefore removable. In the event of non-payment, the Interior Stylist has the right to take back all delivered and even assembled goods, if necessary, under judicial authority in summary proceedings. Cross-border payment orders are only considered to have been paid if any additional transfer costs have been paid by the Client.

#### ARTICLE 11: TERMINATION

The Principal cannot terminate the agreement except in the event of gross and intentional error on the part of the Interior Stylist. If the Principal should nevertheless terminate the agreement without being able to invoke gross and intentional error on the part of the Interior Stylist, the Interior Stylist is entitled to a fixed compensation of 15% of the total contract price excluding VAT increased by EUR 250 for administrative costs. This provision does not affect the indebtedness of invoices that have already been drawn up. However, the Interior Stylist does reserve the right to demand a higher amount than the aforementioned amount if it can demonstrate that its damage is higher.

#### ARTICLE 12: FORCE MAJEURE

The Interior Stylist is relieved of any form of force majeure, including but not limited to war, national or international conflicts, strikes, lockouts, lack of transport material or raw materials and fire. In the event of force majeure, the execution of the agreement will be suspended for the duration of the force majeure without the Client being entitled to claim any compensation or dissolution of the agreement from the Interior Stylist.

#### ARTICLE 13: NULLITY

If one of the clauses of the general terms and conditions should be declared null and void, this nullity will not affect the validity of the other clauses and the Interior stylist and the Client will make every effort to negotiate a valid clause with the same economic effect immediately and in good faith.

#### ARTICLE 14: APPLICABLE LAW/COMPETENT COURT

The general terms and conditions and any agreement to which the general terms and conditions apply shall be governed by Belgian law. Dutch shall be the only procedural language. The courts of the judicial district where the Interior Stylist's registered office is located are exclusively authorised to take cognizance of any dispute relating to the validity, application, interpretation and execution of the general terms and conditions and relating to the conclusion, validity, interpretation and execution of any contract to which the general terms and conditions apply.