

## General terms and conditions of delivery 706 Online B.V.

### 1. THE COMPANY

- 1.1. 706 Online B.V., having its registered offices and principal place of business in (1689 ZP) Zwaag at the address Thomas Malthusweg 2, filed at the Chamber of Commerce under number 72241799, hereinafter to be referred to as: '706 Online', is a private limited liability company incorporated under Dutch law. A statement of the company structure and the management will be sent to you on request.
- 1.2. 706 Online (which also refers to its directors and/or employees) designs, manufactures and/or supplies (whether or not under its own management) business furniture and/or completes orders that - in a broad sense - are related to this. The contracting party is referred to in these terms and conditions as 'the client'.

### 2. SCOPE OF THE GENERAL TERMS AND CONDITIONS

- 2.1. These general terms and conditions apply to all contracts concluded with 706 Online, unless otherwise agreed prior to the agreement. This also applies to applications, orders, offers, follow-up orders or amended and/or additional orders. The above applies to the exclusion of other general terms and conditions.
- 2.2. These general terms and conditions have also been stipulated for the benefit of persons working at 706 Online, either within or outside of the organisation of 706 Online.

### 3. FORMATION OF THE CONTRACT

- 3.1. A contract is not concluded until it has been confirmed in writing by 706 Online. The information given in the order or other confirmation (including volume, prices and/or quantities) takes precedence in determining the content of the agreement and resulting full or partial deliveries.
- 3.2. A quotation, price or other offer, advertisement, leaflet or statement on the website of 706 Online provides an indication for the services, deliveries and/or prices of 706 Online. No rights can be derived from this until it has been confirmed in writing as referred to in 4.1.
- 3.3. Orders from clients not established in the Netherlands will only be processed on receipt of the VAT number.

### 4. PRICES

- 4.1. The prices stated by 706 Online are exclusive of turnover tax and any other costs, unless otherwise agreed or stated in writing.
- 4.2. The prices operated by 706 Online apply to deliveries to clients in the countries of the Benelux, France and Germany. Prices for deliveries outside these areas are available on request.
- 4.3. 706 Online reserves the right to increase prices after the conclusion of the agreement if and insofar as the increase is caused by a rise in or the introduction of national or international taxes, levies and/or currency changes with regard to the agreed deliveries or partial deliveries. Price rises as referred to above are excluded as grounds for the client to dissolve the agreement.

### 5. PAYMENT AND DEFAULT

- 5.1. 706 Online may require a full or partial advance payment before proceeding with a delivery or partial delivery.
- 5.2. The invoice relating to the agreed payment must be paid within 14 days of the invoice date, unless agreed otherwise in writing, without the client claiming any discount, suspension and/or set-off, failing which the client will be held in default without further notice.
- 5.3. Payments made by the client first extend to settling any claims that 706 Online may have against the client for which the payment deadline has expired, then to settling all interest and costs due and finally to settling the longest outstanding invoices, even if the client states that the payment relates to a particular claim or invoice.
- 5.4. In the event of default, 706 Online reserves the right to suspend, set off and/or terminate its obligations towards the client, without being liable for any damages suffered by the client as a result.
- 5.5. In the event of default, 706 Online is authorised to charge statutory commercial interest to the client, plus extrajudicial costs of 15% of the agreed gross prices.

### 6. RETENTION OF TITLE AND SECURITY OR ADDITIONAL SECURITY

- 6.1. 706 Online hereby stipulates a retention of title until all claims have been settled, regardless of the origin of the claim. The client is therefore not permitted to dispose of or encumber the goods delivered by 706 Online or otherwise grant third parties rights in respect of these goods.
- 6.2. In this context, the client also has an obligation to warn in the event of an imminent attachment or attachment of property found on the premises or any other circumstance that affects or negates the rights of 706 Online under the contract and these conditions.
- 6.3. The client is obliged to grant 706 Online free access to land and/or buildings in order to exercise or secure of the rights of 706 Online.
- 6.4. 706 Online is entitled to request additional security for the performance of the agreement before proceeding to perform the agreement.

### 7. DELIVERY TIMES

- 7.1. All agreed delivery times are indicative delivery times from which the client cannot derive any rights, unless agreed otherwise in writing.
- 7.2. 706 Online is expressly excluded from liability for any damages caused by failure to deliver, to deliver on time and/or to deliver in full.
- 7.3. Repair and assembly requests will be carried out as soon as possible after receipt of the written order to that effect from the client.
- 7.4. If, at the request of the client, delivery is postponed or brought forward, the client is obliged to compensate the costs associated with this.
- 7.5. 706 Online reserves the right to charge additional working hours if delivery is delayed owing to circumstances beyond its control.

### 8. DELIVERIES OR PARTIAL DELIVERIES AND ON-CALL AGREEMENTS

- 8.1. If delivery of goods on call has been agreed or the contract specifies a period within which goods must be taken delivery of, the client is obliged to pay for and take delivery of the goods before the expiry of that period.
- 8.2. After the expiry of this period, the client is obliged, at the first request of 706 Online, to immediately pay the amount due for all goods not yet taken delivery of, plus any storage costs.

### 9. TRANSPORT AND DELIVERY

- 9.1. Chairs are delivered free domicile to clients established in the Netherlands, Germany, Belgium and France, unless otherwise agreed. Other goods are delivered ex warehouse. The costs and risk of transport are borne by the Client.
- 9.2. Goods can be insured at the net invoice value at the expense and risk of the client on written request.

### 10. RECEIPT OF GOODS AND COMPLAINTS

- 10.1. Upon receipt of goods, the client must carry out an inspection to identify any damage to the goods. Any defects found must be reported in writing to 706 Online within 24 hours of delivery or storage of the goods and packaging, under penalty of forfeiture of rights.
- 10.2. If damage to the goods upon receipt is known simply because, for example, the outer packaging is broken, the client must, in addition to the provisions of paragraph 1 of this article, also state this (or have it stated) on the consignment note before signing for approval and/or receipt, and must store the goods and packaging, all this under penalty of forfeiture of rights.
- 10.3. Depending on the nature and extent of the goods and damage, 706 Online will decide on (for example) an additional delivery, replacement, repair or return.

### 11. RETURNS AND CANCELLATIONS

- 11.1. Returns, if in the original packaging and unused, can only be accepted with the prior written consent of 706 Online.
- 11.2. Costs related to any return shipments (including loss, damage and insurance), are for the account and risk of the client. 706 Online is also entitled to store any goods returned without permission with third parties at the expense and risk of the client.
- 11.3. In the event of a return or cancellation, 706 Online is authorised to charge 20% cancellation and administration fees of the gross invoice price with a minimum of €10 per returned product, plus any costs.
- 11.4. Unless otherwise agreed in writing, a return shipment or cancellation does not affect the agreed payment and other obligations of the client.

### 12. SUSPENSION, SET-OFF AND DISSOLUTION

- 12.1. 706 Online reserves the right to suspend the fulfilment of agreed obligations for as long as the client fails to fulfil his or her obligations under the contract, if necessary followed by invoking the right of set-off and/or dissolution of the agreement.
- 12.2. 706 Online reserves the right to terminate the agreement in the event of bankruptcy, suspension of payment, full or partial cessation of activities, liquidation or any similar situation.
- 12.3. After termination on the part of 706 Online, all payments due by the client, if any, become immediately due and payable.
- 12.4. 706 Online is not obliged to pay any compensation or restitution if and insofar as it exercises its right to suspend, set off and/or dissolve the agreement.

### 13. WARRANTIES AND USE

- 13.1. 706 Online designs products that comply with European standards in terms of quality and, where necessary, statutory requirements. However, no guarantees are given with regard to the delivered goods and/or parts thereof, unless agreed otherwise in writing.
- 13.2. Goods are to be used in line with the purpose for which they were produced or delivered. If and insofar as instructions or regulations are supplied with the goods, these must be observed at all times. The foregoing applies on penalty of forfeiture of rights.
- 13.3. If and insofar as goods are delivered unassembled, the risk of assembly is at all times borne by the client or user (or end user), regardless of whether assembly instructions have been supplied and followed.
- 13.4. The client or the user (or end user) of goods of 706 Online is not permitted to make any changes to the product or how it is used, under penalty of forfeiture of rights.
- 13.5. 706 Online is never bound by guarantees given by the client to users (or end users) or third parties without prior written consent.

### 14. LIABILITY AND INDEMNIFICATION

- 14.1. 706 Online is not liable for damages suffered by the client and/or the user (or end user) and/or third parties as a result of misuse of the delivered goods. This includes but is not limited to any act or omission by the client and/or the user (or end user) and/or third parties, contrary to reasonable use and/or the instructions and/or regulations, except in the case of intent or gross negligence on the part of 706 Online.
- 14.2. If and insofar as 706 Online is liable for damage caused by it, any liability will be limited to the amount paid out under the liability insurance taken out in the case in question.
- 14.3. If and insofar as for any reason there is no pay out under the liability insurance as referred to under 15.2, any liability is limited to an amount equal to the payment obligation agreed with the client for the full or partial delivery to which the liability relates, with a maximum of €10,000, with the explicit exclusion of indirect financial or other damages.
- 14.4. All liability of 706 Online will lapse if a situation occurs as referred to in Articles 11.1, 11.2, 14.2 and/or 14.4.
- 14.5. The client further indemnifies 706 Online against all claims of third parties, including user (or end user), which are in any way related to the delivered or produced goods, including reasonable costs of legal assistance, except in the case of intent or gross negligence on the part of 706 Online.
- 14.6. Clients not established in the Netherlands indemnify 706 Online against any tax claims from the countries involved with that client. This indemnity also applies if it emerges that a zero rate was wrongly applied to invoices.

### 15. OTHER PROVISIONS

- 15.1. This agreement and all rights and obligations arising from it are governed by Dutch law. All disputes will be referred to the competent court within the district of the District Court of Noord-Holland, Alkmaar location.
- 15.2. No provisions, conditions or agreements other than those set out in this agreement and these general terms and conditions apply to the relationship between the parties.
- 15.3. The non-application or cancellation of all or part of these general terms and conditions shall not affect the validity of the other terms and conditions. If applicable, the provisions that are rendered inapplicable or annulled shall be replaced by provisions that are as far as possible in line with these provisions regarding their intention.
- 15.4. Amendments to these general terms and conditions are valid only if agreed in writing. New agreements

## Additional general terms and conditions of delivery 706 Online B.V.

1. The services of 706 Online BV are subject to General Terms and Conditions, which include a limitation of liability. The terms and conditions have been filed with the Chamber of Commerce and are also published on our website [www.706online.com](http://www.706online.com). A copy will be sent free of charge on request.
2. All prices are per one chair in Euro's excluding VAT and Ex Works from Zwaag, The Netherlands.
3. The 10-piece price indicated in this price list or on the website is only valid for the products listed below\*. The 10-piece price indicated in the price list is only valid if this concerns 1 order, 1 delivery address and 1 delivery date.
4. Your orders must clearly state the product code/chair number as indicated in the price list.
5. Chairs ordered with the option upholstered in colour cannot be returned.
6. We ask you to check the chairs upon receipt for any damage. If you report any damage upon receipt and directly on the consignment note, we can recover this from the carrier. If you sign for approval, it is no longer possible for us to recover the damages and the costs for the replacement parts/seats will be charged.
7. Payment has to be received by us before delivery.
8. On request it is possible to order chairs with own fabric directly from factory. All extra costs as transport-, Customs- and Administration costs will be charged to buyer.
9. It is not permitted to use the internal article codes of the Chairsupply chairs on websites, in webshops and other advertising (such as on eBay, Marktplaats, in leaflets, advertisements, etc.). The name Chairsupply is a European registered trademark and may not be used by third parties. We trust that our Private Labelling will contribute to a substantially better margin for our dealers. By using the chairs from this price list, you agree to this article from the price list and you will not violate our Private Label policy.

\* The 10-piece price applies exclusively to these products:

- NPR:** 777 NPR, 787 NPR Comfort, 787 NPR Comfort Nylon Remastered, 787 NPR Nylon Remastered, 787 NPR, 707 NPR, 757 NPR, A340 NPR
- EN:** Manager XL, 757 CS, 787 Edition Comfort, 706+ Edition Comfort, 706+ Edition, 707 CS-S, 707 CS-B, 787 Edition, 706 CS, 706 neXus, A370, A360-WS
- Economy:** A340 CS, A350, A320, A330, A300, A300 Comfort
- Meeting:** F40, F45, F50, F55, F60, F120G, F130G, F120 SB, F130 SB