



RAPTURE
INTERIOR LUXURY

General sales and Terms of delivery

Article 1. DEFINITIONS

1. In these terms and conditions, supplier is understood to mean Rapture Interior Luxury, which itself offers interior items for sale, sells, supplies and invoices in its own name and for its own account.
2. In these terms and conditions, the customer is understood to mean any company that enters into an agreement with the supplier as referred to in paragraph 1.

Article 2. VALIDITY

1. These terms and conditions apply to all agreements of purchase and sale concluded by members of the Association of Interior Agents. The customer is deemed to be aware of and agree to the content of these terms and conditions and their validity as soon as the supplier has notified him of this once. These terms and conditions will then also apply to all subsequent agreements.
2. Conditions on the part of the customer are explicitly rejected, insofar as they conflict with these conditions and are not explicitly accepted by the supplier. The execution of an order by the supplier, which the customer has placed under its own conditions, never implies automatic acceptance of these customer conditions.



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Article 3. QUOTATIONS

All quotations, where nothing else is determined, are without obligation. Unless otherwise stated, offers have a maximum validity of four weeks.

Article 4. AGREEMENTS

1. All purchase and sale agreements are entered into on the suspensive condition that the buyer is sufficiently creditworthy. If the supplier has not notified the customer within thirty days of entering into the agreement that the agreement will not be performed on the basis of insufficient creditworthiness, the agreement will become final.
2. Orders that have been taken by representatives of the supplier are binding on the supplier and the buyer, unless the supplier has notified the buyer in writing within three weeks that he cannot execute the order or cannot execute the order unchanged.
3. Orders that have been taken by agents of the supplier are binding on the supplier and the customer as soon as they have been confirmed by the supplier.
4. If a purchase agreement is canceled by the buyer, the supplier will, if the cancellation is accepted by him, be able to charge the buyer a compensation of 10% of the order amount, unless the supplier can demonstrate that his damage due to the cancellation is greater. In this amount, in which case the customer must compensate the actual damage.
5. Buyer may not cancel the purchase agreement or the delivery of customized goods, such as goods made especially for the buyer in numbers or otherwise, which determination is at supplier's sole discretion.

Article 5. RETENTION OF TITLE

1. Delivered goods remain the property of the supplier as long as the customer has not fully complied with his (payment) obligations with regard to the consideration under the agreement concluded between the parties. The supplier also obtains or retains the ownership of all other goods delivered



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by him, as well as of the goods, to which the supplier's right of ownership is lost through processing, accession, specification or otherwise, as long as the customer is not fully satisfied. has fulfilled (payment) obligations towards him.

2. As soon as the buyer fails to fulfill one or more of his obligations towards the supplier, all claims of the supplier become immediately and fully due and the supplier is authorized, without any notice of default or judicial intervention, to enforce the rights arising from his retention of title.
3. The customer may agree with a third party that the latter pays the purchase price for him and that it is subrogated to this in the supplier's claim. In the event of payment by a third party, which is subrogated in the supplier's claim, the retention of title as described in this article will not lapse. In the event of subrogation as referred to in this article, the supplier delivers the reserved ownership of the goods, of which the third party has paid the purchase price, to the subrogated third party. From the time of subrogation, the supplier keeps the described goods for the subrogated third party.
4. The supplier has a right of pledge and a right of retention on all products that he has or will receive for whatever reason and for all claims that he has or might get against the buyer against anyone who demands their surrender.

Article 6. DELIVERY TIME

1. The specification of the delivery time is approximate. Unless explicitly agreed otherwise, the stated delivery time is not a deadline. The supplier will adhere to the stated delivery time as much as possible, but he is not liable for the consequences of the exceeding, which he could not reasonably have prevented.
2. If it was expressly agreed upon entering into the agreement that the delivery must take place before or on a specific day, the consequences for the buyer arising from the exceeding of the delivery time shall be for the account of the supplier. However, the supplier is entitled to give the buyer a new delivery date in writing within two weeks after placing the order.
3. In all other cases, the customer has the right after the expiry of the delivery time to demand that the supplier deliver within a period equal to the original probable delivery time with a maximum of one month. If this term is exceeded, the customer has the right to dissolve the agreement and / or to claim compensation.

Article 7. TRANSPORT

1. If the goods are sent by means of transport of the supplier or freight forwarders working on his behalf, the goods will travel at the risk of the supplier until the moment of delivery.
2. In all other cases, the goods travel at the expense and risk of the customer, even if it appears otherwise from the transport documents.
3. All goods are transported at the expense of the customer, unless the freight costs are explicitly included in the price.
4. If a customer refuses to immediately take receipt of the goods presented to him correctly and undamaged, the resulting costs of freight, storage, etc. are for his account.

Article 8. COMPLAINTS

1. Any complaints regarding defects in the delivery must be brought to the attention of the supplier within one year after delivery of the goods. This notification must be made immediately as soon as the defect has been discovered or could have been discovered by the customer. Under penalty of inadmissibility of any complaints, the customer must immediately upon receipt check the goods for visible defects.
2. In the event of an alleged attributable shortcoming on the part of the supplier, the buyer can only return the goods after written approval from the supplier. If the supplier does not respond within two weeks after a written request to that effect from the customer, he will be deemed to have agreed to the return. If the supplier does not agree, he must substantiate his refusal.

Article 9. WARRANTY

1. The supplier grants a warranty to the customer for the goods delivered by him, insofar as it concerns defects attributable to the supplier, which occur during normal use, for a period of three years, in the sense that the costs of repair or replacement, including of the freight within the Netherlands during the first year after delivery, two-thirds during the second year and one-third during the third year are for the account of the supplier.
The aforementioned periods can be exceeded by a maximum of four months if the goods have been put into use after the invoice date.
2. If the goods to be delivered come from a country outside the Netherlands, the supplier is entitled to provide a different guarantee scheme. This arrangement will then be explicitly communicated to the customer.
3. According to the law, the customer must prevent or limit his damage as much as possible if the delivery of the product took place after the invoice date. If the defect can be properly repaired, the supplier does not need to replace the product.

Article 10. NON-ATTRIBUTABLE FAILURE

1. The supplier has the right to suspend fulfillment of his obligations if he is temporarily prevented from fulfilling his contractual obligations towards the customer due to force majeure.
2. If there is a non-attributable shortcoming and compliance is or becomes permanently impossible, the parties are entitled to terminate the agreement with immediate effect for that part of the obligations that has not yet been fulfilled.



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Article 11. PAYMENT

1. All payments must be made without any settlement.
As soon as the customer has confirmed the order, a proforma invoice of 50% of the total invoice amount follows. The order will be processed as soon as it has been fulfilled. The final invoice follows before delivery of the ordered goods. The goods will be delivered immediately as soon as the total invoice has been paid.
2. From the moment that payment must be made, the customer owes interest in the event of non-payment of 1% of the invoice amount for each month or part of the month by which the due date is exceeded.
3. The buyer is in default simply by the expiry of the payment term or failure to fulfill any other obligation, but the supplier will give the buyer at least one written notice before taking further measures.
4. The customer is obliged to pay all costs, including the costs of legal assistance and advice prior to proceedings, in connection with the customer's failure to fulfill any obligation towards the supplier.

Article 12. LIMITATION OF LIABILITY

1. Supplier shall not be liable for any direct and indirect damages unless the liability is covered by its insurance. If and in so far as supplier has any liability towards buyer this liability of supplier shall at all times be limited to the maximum amount covered by supplier's insurance for the type of damages.
2. Any personal, extra-contractual liability for errors made by staff of the supplier or third parties engaged by it is expressly excluded.
3. Supplier has the right, if and to the extent possible, to undo buyer's damage.
4. Supplier can never be held liable for damages that are directly or indirectly related to delay or suspension.
5. Buyer indemnifies supplier against all third-party claims for damages relating to agreements that supplier has performed or goods it has delivered, unless it is established by law that these claims are a result of supplier's intent or equivalent gross negligence, and buyer also demonstrates that buyer is not at fault.

Article 13. APPLICABLE LAW AND COMPETENT COURT

1. Only Dutch law applies to all legal relationships and agreements between supplier and buyer, including supplier's offers and quotations. Supplier and buyer expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 ('the Vienna Sales Convention').
2. All disputes arising from or related to the legal relationships and agreements between supplier and buyer will be submitted exclusively to the competent court in the judicial district in which supplier's registered office is located, unless mandatory legal provisions dictate otherwise.