

**GENERAL TERMS AND CONDITIONS OF
RAW STONES B.V., ESTABLISHED AND
HAVING ITS REGISTERED OFFICE AT 5991
PK BAARLO, VERGELT 2 B, REGISTERED IN
THE TRADE REGISTER UNDER NUMBER
71920951**

**ARTICLE 1 APPLICABILITY AND
DEFINITIONS**

1. These General Terms and Conditions apply to all offers by and all agreements with RAW Stones B.V. (hereinafter: 'RAW Stones'). In particular, they apply to all sales and deliveries of goods (such as floors, tiles, wall coverings, home and garden furniture, home accessories, paint, antiques), accessories (such as adhesives, grouts, sealants, coatings, primers) and to all agreements for services to be provided by RAW Stones (such as project-based interior design advice).

2. In these General Terms and Conditions, the following definitions shall apply:

- the Other Party: the natural or legal person who receives offers from RAW Stones or enters into agreements with RAW Stones in accordance with paragraph 1;
- Consumer: the Other Party, natural person, who is not acting in the course of a profession or business;
- Direct Damage: damage to goods sold and delivered by RAW Stones and/or damage to goods as a result of work or services performed by RAW Stones;
- Indirect Damage: Any damage that does not fall within the definition of Direct Damage, such as, but not limited to, consequential damage, losses suffered, lost or foregone income, increased production costs, loss of profits, personal injury, injury to animals, immaterial damage ('damages'), increased production costs, lost savings, environmental damage, diminished goodwill, business interruption losses, losses arising from third party claims against the

Other Party, damage resulting from the distortion, destruction, loss or inaccessibility (or inability to access) of data, information or documents, interest, as well as costs incurred to prevent, limit or determine the damage and/or to obtain an out-of-court settlement.

3. The address provided by the Other Party before or at the conclusion of the agreement may be used as such by RAW Stones for making statements and/or notifications to the Other Party, until the Other Party informs RAW Stones in writing of its new address.

**ARTICLE 2 GENERAL TERMS AND
CONDITIONS OF THE OTHER PARTY AND
DEVIATING AGREEMENTS**

1. The Other Party's general terms and conditions of delivery, payment and purchase shall not apply to offers made by and agreements concluded with RAW Stones.

2. Agreements between RAW Stones and the Other Party which deviate from these General Terms and Conditions shall only be deemed to have been agreed if RAW Stones has confirmed these agreements in writing.

**ARTICLE 3 OFFERS, AGREEMENTS AND
PRICES**

1. All offers are always without obligation. If an offer is accepted by the Other Party, RAW Stones has the right to revoke the offer without giving reasons within five working days of receipt of the acceptance.

2. The data and attachments provided by RAW Stones with the offer are for information purposes only and are of a general nature.

3. If a sample or model has been shown or

provided to the Other Party before or at the time of the offer, this has only been done by way of indication without the goods having to correspond to it.

4. Unless expressly agreed otherwise in writing, the following work, deliveries and services shall not form part of RAW Stones' obligations under the agreement:

- assembling, hanging, installing, connecting, placing or laying (such as tiling) (or having assembled) the goods sold and supplied by RAW Stones;
- cutting, breaking and removing pre-existing tiles;
- construction work in the broadest sense;
- plastering, home furnishing, painting and plumbing work.

5. If the Other Party places an order with RAW Stones by telephone or email, the content of the agreement shall be proved in full by means of the order confirmation issued by RAW Stones to the Other Party on the basis of this order, unless the Other Party expresses its objections to this order confirmation in writing immediately after receipt of the order confirmation.

6. The prices in force on the day of delivery shall be charged. If, after the offer has been made or the agreement has been concluded, one or more of the cost price determining factors on which the prices are based should change for any reason whatsoever, RAW Stones is entitled to increase the offered or agreed prices accordingly, without the Other Party being entitled to terminate the agreement in whole or in part.

7. The previous paragraph also applies to offers to and agreements with consumers. If RAW Stones increases the price within three months of the conclusion of the agreement,

the Consumer has the right to terminate the agreement by means of a registered letter.

8. The prices stated are in euros, ex warehouse, excluding VAT, excluding packaging and excluding transport costs, unless otherwise stated in the offer.

9. All prices are always exclusive of VAT, unless otherwise stated in the offer.

10. Any orders or assignments taken by representatives, dealers, intermediaries or employees shall not bind RAW Stones until they have been confirmed in writing by RAW Stones.

11. With regard to the goods to be delivered by RAW Stones, RAW Stones expressly reserves the right to deviations in colour, structure, dimension, thickness and finish within the tolerances customary in the industry.

ARTICLE 4 DELIVERY TIME, DELIVERY AND RISK

1. Delivery times quoted are indicative and shall never be considered as a deadline, unless expressly agreed otherwise.

2. Except in the case of intent or deliberate recklessness on the part of RAW Stones, the Other Party cannot claim damages and/or dissolution of the agreement if the delivery time is exceeded by up to twenty days, even after notice of default has been given. If the delivery time is exceeded by more than twenty days, the Other Party must give RAW Stones written notice of default. In this notice of default, the Other Party must give RAW Stones a reasonable period for performance.

3. If the delivery time is exceeded, the Consumer must give RAW Stones written notice of default and give

RAW Stones a reasonable period for compliance. Paragraph 2 does not otherwise apply to consumers.

4. The delivery time shall commence on the day on which the Other Party receives written confirmation from RAW Stones that the agreement has been concluded, but not before the Other Party has fulfilled all possible obligations in connection with the performance of the agreement which must first be fulfilled by the Other Party, such as the payment of the agreed advance or down payment.

5. Delivery takes place ex works Baarlo (the Netherlands) Incoterms 2020. The risk of damage, destruction or loss of the goods to be delivered passes to the Other Party as soon as these goods have left the warehouse of RAW Stones, even if carriage-paid delivery has been agreed.

6. In sales contracts concluded by RAW Stones with consumers, the risk is transferred from the moment of delivery. When the goods are delivered to the Consumer by RAW Stones or a carrier designated by RAW Stones, the goods are at the Consumer's risk from the time of delivery.

7. If the Other Party does not take delivery of the goods ordered or purchased from RAW Stones in time or in full, RAW Stones is entitled to store these goods at the expense and risk of the Other Party and to demand payment as if delivery had taken place.

ARTICLE 5 FORCE MAJEURE

1. RAW Stones cannot be held responsible for a shortcoming in the performance of the agreement, if the causes of this shortcoming

are not attributable to RAW Stones or are outside the sphere of risk of RAW Stones. Causes within the meaning of the previous sentence

include war, threat of war, civil war, terrorism, epidemics, pandemics, excessive price increases, riots, acts of war, fire, lightning, water damage, floods, strikes, lock-outs, import and import restrictions, government measures, machine or computer defects, computer viruses, inaccessibility or damage of data or files (external or otherwise), disruptions in the supply of gas, water and electricity, disruptions in computer networks, data networks, telecommunication facilities or the Internet, transport and traffic problems, exceptional or extreme weather conditions as well as stagnation or interruption of deliveries by suppliers from whom RAW Stones must obtain materials, parts, ingredients and/or raw materials for the performance of the agreement.

2. In the event of a breach of contract by the Other Party that is not attributable to RAW Stones, RAW Stones is entitled to withdraw from the agreement in whole or in part.

ARTICLE 6 EXCLUSION AND LIMITATION OF LIABILITY

1. The liability of RAW Stones for all Direct Damage of the Other Party, as referred to in Article 1 (2), caused by a shortcoming attributable to RAW Stones in the performance of the agreement, shall be limited to the agreed price of the goods sold and delivered by RAW Stones and/or the invoice value of the work performed (excluding VAT), except in the case of intent or wilful recklessness on the part of the management or managerial subordinates or liability on the basis of mandatory provisions.

2. RAW Stones shall not be liable for any Indirect Damage as referred to in Article 1 (2), except in the case of wilful misconduct or gross negligence on the part of the management or its subordinates or in the case of liability under mandatory provisions.

3. If the court decides that RAW Stones is not entitled to invoke the limitation and exclusion of liability referred to in paragraphs 1 and 2 of this Article, the total liability of RAW Stones for Direct and Indirect Damage shall be limited to a maximum of the amount paid out under RAW Stones' liability insurance policy for the incident in question (increased by the excess) and, in the absence of liability insurance or in the absence of coverage under the liability insurance policy, to a maximum of €10,000.

4. RAW Stones can only be held liable for a shortcoming in the performance of an agreement if the Other Party immediately and properly notifies RAW Stones of the shortcoming in writing, whereby a reasonable period is given to rectify the shortcoming, and RAW Stones continues to fail imputably in the performance of its obligations even after that period. The notice of default must contain as complete and detailed a description of the shortcoming as possible, so that RAW Stones is able to respond adequately.

ARTICLE 7 WARRANTY

1. Without prejudice to the provisions of Article 8, and unless otherwise stated in the offer or agreement or otherwise provided by mandatory law, only the warranty provisions laid down by these suppliers shall apply to goods sold and delivered with a manufacturer's, importer's or wholesaler supplier's warranty.

2. In the absence of a specific manufacturer's, importer's or

wholesaler's warranty, RAW Stones provides a warranty for material or construction defects or other defects attributable to RAW Stones under the following conditions and for a period of three

months after delivery:

- the warranty is limited to – at the discretion of RAW Stones – the replacement of (part of) the goods free of charge or the repair of (part of) the goods free of charge. goods or parts that are replaced by or repaired with identical or similar new goods/parts;
- the warranty includes the working hours of (employees of) RAW Stones as well as the costs of packaging and shipping by RAW Stones to the Other Party;
- the Other Party is not permitted to perform or have performed by third parties any repair or restoration work on the goods delivered by RAW Stones, on penalty of forfeiture of any claim.

3. The warranty referred to in paragraphs 1 and 2 does not apply to:

- normal wear and tear;
- consumables;
- minor deviations that are immaterial to the functionality of the case;
- defects/faults caused by improper or careless use;
- defects/faults due to neglect or lack of maintenance;
- defects/faults resulting from maintenance not performed in accordance with the maintenance instructions;
- use, assembly or installation of the goods contrary to the instructions/documentation;
- deviations in length, width, thickness, surface or colouring within the tolerances customary in the industry.

4. Warranty cases do not lead to a renewal and/or extension of the original warranty period.

5. Unless otherwise agreed in writing, the goods must be accompanied by a letter stating the complaint(s), the contact person's name, telephone number, correspondence address and any accessories required for repair or restoration. If the goods are returned within the warranty period, a copy of the purchase receipt and/or packing slip should also be included.

ARTICLE 8 DUTY OF INVESTIGATION AND COMPLAINT

8.1. The Other Party is obliged to have the goods carefully examined after arrival at their destination. Complaints about differences in quantity between the goods delivered and the description on the confirmation of receipt/shipping note/packing slip or invoice, as well as externally visible defects and deviations in length, width, thickness, surface or colour outside the tolerances customary in the industry, must be notified to RAW Stones or the shipper, as the case may be, immediately upon receipt, on penalty of forfeiture of rights. Any complaints about defects that are not immediately visible must be made known to

RAW Stones in writing/by email within eight days of arrival at the destination by the Customer (and within a reasonable time within the meaning of Article 7:23(1) of the Dutch Civil Code), on penalty of forfeiture of rights and all without prejudice to the provisions of Article 7 of these General Terms and Conditions.

8.2. The Other Party shall give RAW Stones all necessary cooperation to verify (or have verified) the validity of the complaint. This includes giving RAW Stones the opportunity to inspect (or have inspected) the goods and/or the use of the goods on site.

8.3. Complaints shall not entitle the Other Party to suspend payment (in whole or in part)

and settlement by the Other Party with a possible counterclaim is also expressly excluded. This provision does not apply to consumers if and to

the extent that the Consumer complies with the statutory requirements for exercising the right of suspension or set-off.

ARTICLE 9 PAYMENT TERMS

1. Payment for goods supplied by RAW Stones is due within fourteen (14) days of the invoice date, unless otherwise agreed in writing. Unless otherwise stated by RAW Stones on the invoice, payment must be made in the Netherlands and into a bank account held by RAW Stones at a (branch of a) bank established in the Netherlands.

2. The Other Party may not invoke suspension or set-off against RAW Stones. This provision does not apply to consumers if they meet the statutory requirements for suspension or set-off.

3. Upon expiry of the period referred to in paragraph 1, the invoice amount shall become immediately due and payable. At that time, the Other Party shall be in default by operation of law without any notice of default being required.

4. After the expiry of the period referred to in paragraph 1, RAW Stones shall be entitled to charge interest on the unpaid amount at the statutory commercial interest rate pursuant to Article 6:119a of the Dutch Civil Code and from the day on which the Other Party is in default until the day of full payment. Consumers shall be charged the statutory interest pursuant to Article 6:119 of the Civil Code on an annual basis with corresponding application of the previous sentence.

5. Payments made by the Other Party shall always serve to pay all costs due, then interest and then due and payable invoices that have been outstanding the longest,

even if the Other Party states that the payment relates to a later invoice.

6. If the Other Party has defaulted on the timely fulfilment of its payment obligations, the Other Party shall be obliged to bear and pay in full the extrajudicial costs, litigation costs and costs of legal assistance incurred by RAW Stones. These costs also include other and/or higher costs than the legal costs to be estimated by law. In the event that RAW Stones files for bankruptcy against the Other Party, the Other Party shall be obliged to pay the costs of the bankruptcy petition in addition to the above-mentioned costs.

7. Without prejudice to the provisions of paragraph 3, the Other Party shall be in default by operation of law, without notice of default being required, in the event of bankruptcy or bankruptcy petition, (application for) suspension of payments, (application for) admission to any statutory debt rescheduling arrangements, shutting down or liquidation of the Other Party's business or placement of the Other Party in receivership. The previous sentence shall apply mutatis mutandis if the Other Party fails to fulfil its obligations under the agreements concluded with RAW Stones properly or on time.

8. In the cases referred to in the previous paragraph, RAW Stones has the right, without judicial intervention, to either suspend performance of the agreement or to dissolve the agreement in whole or in part by means of a written statement, without prejudice to the right of Raw Stones to claim full compensation.

ARTICLE 10 COLLATERAL

1. If RAW Stones has good reason to fear that the Other Party shall not fulfil its obligations under the agreement, RAW

Stones shall be entitled, before or during the execution of the agreement, to suspend the fulfilment of its obligations until the Other Party, at the request and to the satisfaction of RAW

Stones, has provided collateral for the fulfilment of all its obligations under the agreement. This provision also applies if RAW Stones delivers on account and the payment period has not yet expired.

2. After the period set by RAW Stones for the provision of collateral has expired, the Other Party shall be in default by operation of law and RAW Stones shall be entitled to dissolve the agreement by means of a written declaration without judicial intervention, without prejudice to the right of RAW Stones to full compensation.

ARTICLE 11 RETENTION OF TITLE

1. Goods delivered by RAW Stones remain the property of RAW Stones until the Other Party has fulfilled all the following obligations under all agreements concluded with RAW Stones:

- the consideration(s) relating to goods delivered or to be delivered;
- the consideration(s) in respect of services performed or to be performed by RAW Stones pursuant to the agreement;
- any claims for non-performance by the Other Party of agreement(s) concluded with RAW Stones.

2. Goods delivered by RAW Stones which fall under the retention of title pursuant to paragraph 1 may only be resold in the context of normal business operations. The Other Party is not authorised to pledge the delivered goods or to establish any other right on them.

3. If the Other Party fails to fulfil its obligations or if there is a justified fear that it shall fail to fulfil its obligations, RAW Stones is entitled to remove (or have removed) the goods delivered under the retention of title referred to in paragraph 1 from the premises of the Other Party or from the premises of

third parties who hold these goods for the Other Party. The Other Party is obliged to cooperate fully to this end on penalty of an immediately payable fine of 10% per day of all that it owes RAW Stones.

4. If third parties wish to establish or assert any right to the goods delivered under retention of title, the Other Party is obliged to inform RAW Stones of this immediately in writing.

5. The Other Party undertakes:

- to insure and keep insured the goods delivered under retention of title against damage, fire, explosion and water damage and against theft and to submit the policy of this insurance to RAW Stones for inspection;
- to pledge all claims of the Other Party against insurers in respect of the goods delivered under retention of title to RAW Stones at RAW Stones' first request as referred to in Article 3:239 of the Dutch Civil Code;
- to pledge to RAW Stones, at the first request of RAW Stones, the claims that the Other Party acquires against its counterparty as a result of the resale of goods delivered by RAW Stones under retention of title as referred to in Article 3:239 of the Dutch Civil Code;

6. If the agreement relates to goods to be delivered by RAW Stones to a contracting party with registered office in Germany, the following provisions shall also apply by analogous application of the provisions of paragraphs 1 to 5 of this Article:

- the property law consequences of retention of title are governed by German law;
- the goods delivered by RAW Stones shall – in addition to the cases mentioned in paragraph 1 of this Article – also remain the property of RAW Stones until the Other Party has paid all existing and future claims – on whatever account –

to RAW Stones in full, plus interest and costs;

- in the event of processing of the goods delivered by RAW Stones, the Other Party does not become the owner of the new item, but this processing is deemed to take place on behalf of

RAW Stones, without any obligations arising for RAW Stones;

- if the goods delivered by RAW Stones become a component of another item, or in case of mixing of the goods delivered by RAW Stones with other goods, RAW Stones becomes co-owner of the new item in the ratio of the invoice value of the goods delivered by RAW Stones to the invoice value of the other goods. If the property rights of RAW Stones expire as a result of combination or mixing, the Other Party hereby assigns to RAW Stones its (co-)ownership of the newly created item.

ARTICLE 12 RIGHT OF RETENTION

RAW Stones is entitled to retain the goods or other goods which it has or will have in its possession from the Other Party until all that is due to RAW Stones under the agreement concluded has been paid in full by the Other Party.

ARTICLE 13 LIMITATION PERIOD

The Other Party's rights of action shall expire no later than one year after they arise, unless mandatory law provides otherwise.

ARTICLE 14 CONVERSION

If any provision of these General Terms and Conditions is invalid or is annulled, that provision shall be replaced (to the extent possible by operation of law) by a provision that corresponds as closely as possible to the purport

of the invalid or annulled provision. The parties are bound to each other about the text of this new provision, if necessary, in reasonable consultation. The other provisions of the General Terms and Conditions remain unaffected, unless mandatory rules of law prevent this.

ARTICLE 15 CONSUMER TRANSACTIONS

If the Other Party is a Consumer, the provisions of these terms and conditions do not apply insofar as they fall within the scope of Article 6:236 of the Dutch Civil Code.

ARTICLE 16 INTELLECTUAL PROPERTY RIGHTS

All intellectual and/or industrial property rights to materials, designs, concepts, documentation, advice, designs, drawings developed or made available by RAW Stones shall be held exclusively by RAW Stones. Unless expressly agreed otherwise or except for mandatory provisions to the contrary, the Other Party only acquires a non-transferable and non-exclusive right of use. Any other right of use, reproduction, disclosure and/or exploitation is expressly prohibited.

ARTICLE 17 PROCESSING OF PERSONAL DATA

1. To the extent personal data are processed in the context of the performance of the agreement, such personal data shall be processed by RAW Stones in a proper and careful manner in accordance with the Personal Data Protection Act and General Data Protection Regulation.

2. RAW Stones shall take technical and organisational measures to protect personal data against loss or any other form of unlawful processing, taking into

account the state of technology and the nature of the processing.

ARTICLE 18 DISPUTES AND APPLICABLE LAW

1. All offers by and agreements with RAW Stones shall be governed exclusively by Dutch law. The application of the United Nations Convention on Contracts for the International Sale of Goods ('Vienna Sales Convention') is excluded.

2. With regard to disputes which may arise between RAW Stones and the Other Party, the Limburg District Court, location Roermond, shall have exclusive jurisdiction to take cognisance thereof, unless rules of mandatory law dictate otherwise.