

TERMS & CONDITIONS

GENERAL COMMERCIAL TERMS

- 1) By placing an order of our products, the buyer confirms that he has been informed in detail about the characteristics of the products and materials ordered, the maintenance instructions to be respected, the applied prices, assembling instructions, general commercial terms and additional conditions of HAVANI. These terms and conditions form part of the agreement, excluding the customer's own general terms and conditions, and take precedence over its provisions. All possible pre-printed purchase conditions that the customer would state with his order, or refer to, are considered not accepted unless they are the subject of a pre-written and special agreement.
- 2) When HAVANI acts as a service provider, it undertakes a best efforts obligation / means commitment and can only be held responsible for its intentional error. In any case, the compensation, which might be owed by the service provider, is always limited to the amount invoiced and received by it for the assignment in question, except in the case of intent. These general terms and conditions form part of the agreement and take precedence over its provisions.
- 3) Orders are first confirmed in writing by HAVANI before they are considered final.
- 4) Offers, as well as all specified delivery times, are only given by way of approximate information. They never imply any commitment on our part, nor can they give rise to the payment of any compensation or cancellation of the order or sale.
- 5) HAVANI reserves the right to increase its prices if for reasons beyond its control, the execution of the assignment is delayed by a minimum of three months or if the cost price of the products to be delivered increases by at least 3% between order and delivery.
- 6) The risk of ownership of the goods sold is transferred to the buyer as soon as the goods concerned leave our warehouses. The transport of the merchandise takes place at the risk and danger of the buyer, even with freight-free shipment.
- 7) The buyer is obliged, upon arrival of the goods, to immediately indicate the correct unloading location, which at that time must be perfectly accessible and must be on the ground floor. When goods must be delivered and placed by HAVANI, the client will ensure that the spaces where the placement must take place are accessible on the agreed date and that the environment is protected and protected against possible nuisance or damage. Our freight carriers are instructed not to leave the paved and easily accessible road. If they do, this implies that this is done on behalf of the buyer, which is then held responsible for all such damage, any disposal costs, as well as any loss of time.
- 8) Visible defects must be reported upon delivery. Invisible defects as well as all other types of complaints must occur within eight days after the invoice date and will no longer be treated after this period. They are required in writing, on pain of forfeiting all rights. Response to a late complaint does not imply a renunciation of this provision and is always subject to all rights and without adverse confessions.
- 9) The liability of HAVANI is conventionally limited to a maximum of the return or replacement of defective products. The documents to be replaced remain the property of HAVANI. The buyer hereby waives any compensation from the seller. The seller is always deemed not to have known any hidden defects.
- 10) Any cancellation of all or part of the agreed work or the agreed order must be made in writing. In the aforementioned cases as well as in the event of dissolution of the agreement to the detriment of the client, the latter will owe a lump sum compensation of 30% on the agreed total amount to cover fixed and variable costs and loss of profit, without prejudice to HAVANI's right to a higher proven damage.
- 11) The amount of the invoices is always payable at the address of the registered office, in the indicated currency, net cash and without discount. The acceptance of the invoices is legally and in accordance with articles 1139, 1147 and 1152 of the Dutch Civil Code a notice of default without any deed being required and only by the expiry of the term. Unless stated otherwise, the invoices are payable in cash.
- 12) Every invoice is considered to be accepted unless there is a protest by registered letter within eight days. From the due date, the unpaid part of our invoices automatically and without proof of default, incurs a default interest of 14% per year.
- 13) After the payment term has expired, the unpaid amount of the invoice will, by operation of law, without any notice of default being required, even with the granting of grace periods, plus 20%, with a minimum of EUR 125 for the title of: a conventional compensation, without prejudice to the default interest and any legal costs.
- 14) In the event of late payment of the invoice, HAVANI reserves the right to immediately stop the work for payment of all outstanding debts. Late payment of the invoice gives HAVANI the right, without a reminder or other legal forms, to suspend all orders that have not been executed, agreements and services, even with prior notice of default, to cancel them. HAVANI also reserves the right to the ownership of its merchandise, even after delivery, until the

moment of the full payment of the invoice. Upon further processing, our ownership will transfer to the new item to the value of the goods or services supplied by us.

- 15) Neither our agents nor our representatives are authorized to receive payments and the sums paid to these persons do not count as payment towards the seller.
- 16) Samples of our products, or parts of parts of our products, are only given or shown as an offer. Deviations from this can never lead to complaints.
- 17) HAVANI is not responsible for deviations that result from the nature of the products ordered.
- 18) All disputes concerning the existence or the execution of agreements concluded by us, fall under the exclusive jurisdiction of the Courts of our registered office, including the Jurisdictions sitting in summary proceedings. Only we can deviate from this rule, which is general. Only Belgian law can be applied.
- 19) General commercial terms are available in English, Dutch, French and German language on demand.

ADDITIONAL TERMS

- 20) Within the same natural stone species, slabs can fluctuate in terms of colour darkness and/or in terms of its natural design/drawing.
- 21) Natural stones and composite stones are subject to variations in terms of colour and structure. Therefore samples are only meant to create an image but are never fully representative.
- 22) In natural stone, certain area's of slabs cannot be selected by the customer. Only Havani has the final right to choose slabs and area's usable for production in the products, within the selected species and colours chosen by the customer.
- 23) We only recommend the products from the brand "Lithofin" for all our stone materials. See <https://lithofin.com>. Havani is not responsible for treatments of our stone tabletops that do not correspond with the products and treatments advice of Lithofin AG Deutschland.
- 24) Natural irregularities for example openings, cavities, open veins, cracks, etc. in natural stones, are allowed to be sealed, filled, glued and/or corrected. These do not compromise the quality of the product.
- 25) With rough surface finishes on natural stone (f.e.: brushed, Poco Vecchio, etc.), natural irregularities (see above nr. 6) will appear more prominent. This phenomenon is perfectly normal at these finishes and redelivers the natural own character of the individual stone.
- 26) Thermal shocks (very big and mostly sudden temperature differences f.e. caused by placing hot pots, fires, etc. on top), are to be avoided at all times on all our stone species. Thermal shocks can create cracks in all kinds of stone species and severe discoloration on Engineered quartz.
- 27) Engineered Quartz is scratch and stain resistant but sometimes small amounts of little dark and/or white dots, small formations of light colour variations are visible. Never put hot pans, boiling pots or cooking machines directly on the surface. Also avoid extreme heating and do not make contact with cleaning agents containing hydrochloric acid, phosphoric acid, sodium hydroxide or hydrogen peroxide.
- 28) Not regarded as a defect or non-conformity: slight differences in color or size, insofar as these cannot be avoided from a technical point of view or are generally accepted or are specific to the materials used.
- 29) Deliveries and installations that were not executed by Havani, fall under the responsibilities of the executer / deliverer. Delivered and assembled equals acceptance of the goods sold.
- 30) Standard deliveries include only one driver and are limited to the ground floor entrance of the delivery address, only in case this is accessible by our trollies. Sufficient assistance has to be foreseen by the customer at the time of delivery to help unload and assemble the goods sold on the final destination determined by the customer.
- 31) Advance invoices can at all times be created at or even after the order and have to be paid within 8 days, unless differently mentioned in the written communication with the customer.
- 32) "Cash payment" means that the amount in depth has to be visible on our bankaccount at least one working day before the goods are taken into receipt unless pointed out differently in a written agreement with the customer.
- 33) In case the initially agreed upon delivery time cannot be respected because of the customer's wish to postpone, or the purchased goods are available for pickup on the agreed upon delivery date but were not picked up by the customer, they will be invoiced one week after the initially agreed upon delivery time, without a notice of default being necessary. They are presumed to be collected by the buyer from Havani, where the goods shall remain on the buyer's account and risks, including the risk of fire. In case stocking is necessary longer than one month, possible stocking costs will be charged unless pointed out differently in a written agreement with the customer.
- 34) The non-payment at day of payment of a single invoice, makes the balance of all the other invoices in depth, even if not expired, immediately claimable by law.

WARRANTY

Havani furniture is warranted by the Havani company towards the private end-customer, for 2 years from the date of purchase, to be free of manufacturing defects and breakage caused by metal fatigue.

Havani will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the end-customer or the retailer to and from Havani, at no charge to the end-customer. After one year from the date of purchase, the warranty covers replacement parts only, and the original purchaser will be responsible for labor, packing, and all shipping and transportation costs.

This warranty applies under conditions of normal residential usage only and does not apply to defects or damage resulting from (a) negligence, abuse or misuse; (b) inadequate or improper maintenance, cleaning or care (stains should be removed immediately with a clean, soft cloth, particularly in case of dark coloured liquids such as wine, ink, coffee, coke, oil, bird droppings, etc. If left to dry, these liquids may cause permanent stains.)

CAUTION: Any use of improper or unapproved cleaning methods voids all warranties of Havani.; (c) exposure to chemicals and/or any harmful liquid, including but not limited to alcohol; (d) accidents; (e) any use for which the product was not designed; (f) fading or other damages resulting from overexposure to sunlight. Transportation or delivery damage is excluded.

Natural materials such as wood and natural stone, are living materials and are as such unpredictable. Therefore these warranties do not cover minor splits and/or cracks.

The buyer declares to be informed of general commercial terms, the additional terms and the characteristics of the delivered goods, materials included.

Modifications to products

These Warranties do not apply to any products that have been altered by any person, dealer, or company without the express written authorization of HAVANI.

Professional end-customers (B2B) are warranted by HAVANI for 1 year from the date of purchase, to be free of manufacturing defects and breakage caused by metal fatigue.

25 YEARS WARRANTY ON SINTERED STONE TOPS

All sold sintered stone tops of HAVANI from the brand NEOLITH, are warranted towards the private end-customer, for 25 years directly from the manufacturer TheSize, from the date of purchase, to be free of manufacturing defects and breakage caused by material fatigue.

All private end-customers can register their sintered stone tabletop at: <https://neolith.thesize.com.es/en/>