



# Terms and conditions **Skepp - Dynamic Offices**

## Article 1 – **Definitions**

In these general terms and conditions, the following definitions apply:

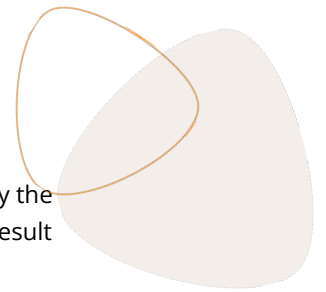
1. Skepp: The company as defined in Article 2 of these general terms and conditions.
2. Counterparty: The client or contracting party with whom Skepp has entered into an Agreement.
3. Agreement: Any arrangement or contract between Skepp and the Counterparty for the provision of services or the delivery of goods by Skepp to the Counterparty.
4. Parties: The Counterparty and Skepp together or each individually as contracting parties.
5. In Writing: Communication via email or postal mail.
6. Third Parties: Any natural or legal persons who are not part of this Agreement.
7. Services: The services offered by Skepp, which may include, but are not limited to, interior design, spatial planning, material selection, color advice, furniture and accessories, lighting plans, project management, including delivery and installation or assembly of Products, as well as wall decoration such as painting.
8. Product(s): The products clearly specified in the quotation provided by Skepp, which may include, but are not limited to, furniture, lighting, accessories, carpeting, window decorations, and other interior products.

## Article 2 – **Identity of Skepp**

Name of company:	Skepp B.V.
Street name and number	Brugstraat 11
Postal code and place of business:	7607 XJ Almelo
CoC number (KvK):	0821620

## Article 3 – **General provisions**

1. These general terms and conditions apply to every offer and all (legal) actions of Skepp, as well as to every Agreement concluded between Skepp and the Counterparty.
2. If the Agreement is concluded electronically, the Counterparty will receive an electronic confirmation thereof.
3. Unless explicitly agreed otherwise in Writing by the Parties, any other general, delivery, or other terms and conditions do not apply.
4. Deviations from or additions to these general terms and conditions are only valid if they have been explicitly agreed in Writing.
5. If Skepp does not always require strict compliance with these general terms and conditions, this does not mean that the provisions of these terms and conditions do not apply, or that Skepp would in any way waive the right to demand strict compliance with the provisions in other cases.
6. If any provision is deemed unreasonable or invalid, it will be interpreted in a manner that aligns as closely as possible with the original intent.



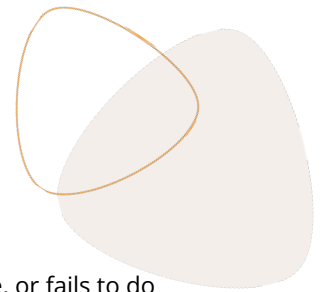
7. Skepp does not guarantee that the work performed will achieve the result desired by the Counterparty. The accepted assignment constitutes a best-efforts obligation, not a result obligation.
8. Skepp is entitled to engage Third Parties for the execution of the Agreement.
9. The application of Article 7:404 and/or 7:407 paragraph 2 of the Dutch Civil Code (hereinafter "DCC") is excluded.

## Article 4 – The offer

1. If an offer has a limited validity period or is subject to conditions, this will be explicitly stated in the offer. A quotation or offer expires if the Product to which the quotation or offer relates is no longer available.
2. A quotation or offer made by Skepp should be regarded as non-binding, unless explicitly agreed otherwise in Writing. A non-binding offer can be withdrawn by Skepp after acceptance.
3. The offer may include images or drawings of items that are not delivered. Everything to be delivered will be clearly described in the quotation. The images, drawings, or specifications used in the offer are for illustrative purposes only. No rights can be derived from them.
4. The offer contains a complete and accurate description of the Products and Services offered. The description is sufficiently detailed to enable the Counterparty to properly assess the offer. Apparent mistakes or errors, such as incorrect prices or specifications, are not binding on Skepp. Moreover, differences may exist between the images and the actual Products delivered. Any damage resulting from this cannot be recovered from Skepp.

## Article 5 – The agreement

1. The Agreement is established at the moment the Counterparty accepts the offer and fulfills the conditions (if any) attached to it.
2. If a provision in these general terms and conditions or an Agreement is found to be null and void or is annulled, this will not affect the validity of the remaining provisions. The Parties will enter into discussions to replace the null or annulled provision with a provision that reflects the original purpose and intent as closely as possible.
3. Skepp reserves the right not to execute a concluded Agreement if it has reasonable doubts or information indicating that the Counterparty may not be able to meet its (financial) obligations. If Skepp refuses to perform the Agreement, it will notify the Counterparty of this decision in Writing within a reasonable period after the Agreement has been concluded.
4. The Counterparty's right to suspend performance or offset payments is excluded if the Counterparty acts in the course of a business or profession, unless acting as a Consumer.
5. In addition to the previous provision, Skepp reserves the right to offset any outstanding claims against the Counterparty.
6. These general terms and conditions also apply to future, additional, and/or follow-up assignments.
7. Agreed delivery terms are always indicative. The stated delivery terms are not strict deadlines. Exceeding a deadline does not entitle the Counterparty to compensation.
8. If the Counterparty accepts the offer electronically, Skepp will promptly confirm receipt of the acceptance electronically.



## Article 6 – Termination and notice periods

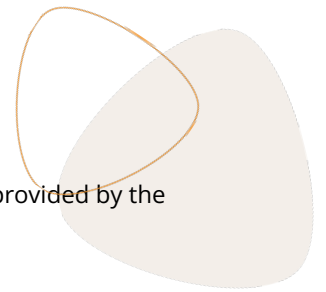
1. If the Counterparty fails to meet one or more of its obligations, fails to do so on time, or fails to do so properly, or if it is declared bankrupt, applies for (provisional) suspension of payments, or initiates liquidation of its business, or if its assets are fully or partially seized, Skepp is entitled to suspend the performance of the Agreement or terminate it in whole or in part by means of a Written notice without prior notice of default, without prejudice to its right to claim compensation for costs, damages, and interest.
2. If the Agreement is terminated due to force majeure, Skepp is entitled to payment for the hours worked or investments made up to the time of termination. This includes, but is not limited to, any incurred transportation and delivery costs, as well as the reserved labor time for the execution of the Agreement.
3. Termination of an Agreement must be done in Writing, with a notice period of at least 1 (one) month.

## Article 7 – Liability

1. Skepp is not liable for any indirect or consequential damages, including but not limited to loss of profit, anticipated savings, loss of business, or reputational damage. Skepp's liability for damages resulting from intent or deliberate recklessness on the part of Skepp is not excluded.
2. If Skepp is held liable in a specific case despite the provisions of this article, Skepp will only be liable for direct damages. In such cases, Skepp's total liability will be limited to compensation not exceeding the amount agreed upon as the fee for that Agreement (excluding VAT).
3. The compensation amount will never exceed the amount paid out under Skepp's liability insurance.
4. If Skepp is held liable for direct damages, the following categories of damages will be eligible for compensation:
  - a. Reasonable costs incurred by the Counterparty to have Skepp's performance conform to the Agreement, provided that Skepp's failure to perform justified the replacement of the performance. However, such compensation will not be awarded if the Agreement is terminated by or at the request of the Counterparty.
  - b. Reasonable costs incurred to determine the cause and scope of the damage, insofar as the determination relates to damage as defined in these general terms and conditions.
  - c. Reasonable costs incurred to prevent or mitigate damage, insofar as the Counterparty can demonstrate that these costs have limited damage as defined in these general terms and conditions.
5. The Counterparty indemnifies Skepp against any claims from Third Parties who suffer damage in connection with the performance of the Agreement.

### General liability provisions:

1. Skepp provides no guarantees regarding the outcomes of advice it provides. The Counterparty remains responsible for decisions made based on this advice, and Skepp is not liable for damages resulting from those decisions.
2. To be eligible for compensation, the Counterparty must report the damage to Skepp in Writing as soon as possible after the damage occurs. Any claim for damages against Skepp expires 12 (twelve) months after the claim arises.
3. Skepp is not liable for damages caused by auxiliary persons as referred to in Article 6:76 of the Dutch Civil Code.



4. Skepp is not liable for damages resulting from incorrect or incomplete information provided by the Counterparty or from the late submission of information.

## Article 8 – Force majeure

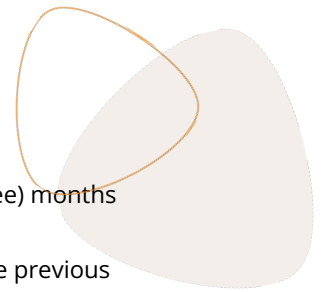
1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by Skepp to perform any obligation towards the Counterparty cannot be attributed to Skepp if it is the result of an external circumstance beyond Skepp's control that prevents the fulfillment of its obligations or makes fulfillment unreasonably difficult. Such circumstances include, but are not limited to, failures by suppliers or other Third Parties, power outages, computer viruses, DDoS attacks, Trojan horses, cyberattacks, extreme weather conditions, fire (or threat of fire), war (or threat of war), pandemics, epidemics, quarantines, absenteeism, incapacity for work, strikes, government measures, and equipment failures during transportation or assembly of the Products.
2. If a situation as described in paragraph 1 of this article occurs, Skepp's obligations will be suspended for as long as the force majeure situation continues. If the force majeure situation lasts for 60 (sixty) calendar days, both Parties are entitled to terminate the Agreement in whole or in part by means of a Written notice. In such cases, Skepp will not be liable for any compensation, even if it benefits from the force majeure situation.

## Article 9 – Warranty

1. Skepp guarantees that the Products conform to the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability, and the legal requirements and/or government regulations applicable on the date the Agreement was concluded.
2. The warranty periods for Skepp's Products correspond to those provided by Skepp's supplier, but are, in principle, 1 (one) year unless otherwise specified in the offer.
3. The warranty will be void if:
  - a. The Counterparty has installed, repaired, or modified the delivered Products themselves or has had them installed, repaired, or modified by Third Parties.
  - b. The delivered Products have been exposed to abnormal conditions or have otherwise been handled carelessly or contrary to the instructions provided by Skepp and/or as stated on the packaging.
  - c. The defect is wholly or partially the result of government-imposed regulations regarding the nature or quality of the materials used.
4. Normal wear and tear and traces of use resulting from intended use are not covered by the warranty.

## Article 10 – Fees/prices

1. All amounts are stated in euros and exclude VAT and other government-imposed taxes or levies unless otherwise agreed.
2. Skepp reserves the right to apply an inflation adjustment once (1x) per year.
3. The agreed amounts are based on cost-determining factors at the time the offer was made. Skepp reserves the right to pass on changes in cost-determining factors beyond its control, such as increases in taxes, social charges, insurance premiums, or VAT, to the Counterparty up to a



maximum of 20% of the original amount, provided the changes occur at least 3 (three) months after the Agreement was concluded.

4. Skepp is entitled to increase the amounts beyond the 20% maximum specified in the previous paragraph. In that case, the Counterparty has the right to terminate the Agreement immediately when the price increase takes effect. Skepp will notify the Counterparty of any such price change at least 1 (one) month before it is implemented.
5. A composite price quotation does not obligate Skepp to perform a portion of the Agreement at a corresponding part of the quoted amount.
6. Discounts and quoted prices do not automatically apply to future Agreements.

## Article 11 – **Payment** and invoicing

1. Unless otherwise specified in the Agreement or additional conditions, the amounts owed by the Counterparty must be paid within 30 (thirty) days of the invoice date. For projects valued above €20,000, this payment term is considered a strict deadline, meaning the Counterparty is immediately in default if the deadline is exceeded.
2. The amount due must be paid 100% no later than 14 (fourteen) days before delivery. Deviations from this requirement are only valid if agreed in Writing, for example, in the offer.
3. If Skepp performs the assignment in parts, each partial delivery will be considered a separate delivery. Skepp has the right to invoice the costs for each delivered part immediately. The Counterparty is obliged to pay these invoices within the agreed payment term.
4. The Counterparty is obligated to report any inaccuracies in the provided or stated payment details to Skepp without delay.
5. If the Counterparty fails to meet its payment obligations on time, Skepp will notify the Counterparty of the late payment and grant a 7 (seven) day grace period to fulfill its payment obligations. If payment is not made within this grace period, the Counterparty is in default and will owe statutory (commercial) interest on the outstanding amount. In addition, Skepp is entitled to recover any extrajudicial collection costs incurred.
6. In the event of bankruptcy, liquidation, or (expected) suspension of payment or debt restructuring under the Dutch Debt Restructuring for Natural Persons Act (WSNP), Skepp's claims against the Counterparty and the Counterparty's obligations towards Skepp will become immediately due and payable.
7. Payments made by the Counterparty will first be applied to settle any interest and costs owed, and then to the oldest outstanding invoices, even if the Counterparty indicates that the payment relates to a later invoice.

## Article 12 – **Delivery**

1. The delivery address will be the address provided by the Counterparty to Skepp.
2. Skepp reserves the right to perform the Agreement in parts. Each partial delivery will be considered a separate delivery, and the Counterparty is obliged to accept and pay for each part within the agreed payment term.
3. If delivery of an ordered Product proves impossible, Skepp will make reasonable efforts to provide a substitute Product. Skepp will notify the Counterparty of the substitute Product at the time of delivery or, if possible, prior to dispatch.



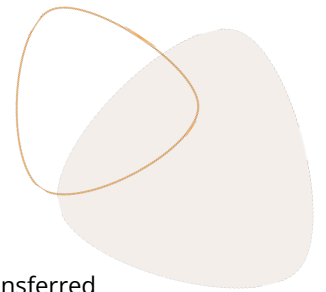
4. The risk of damage and/or loss of Products rests with Skepp until the moment of delivery and installation at the Counterparty's location or a representative designated and notified to Skepp in advance, unless otherwise agreed.
5. All delivery terms are indicative. The Counterparty cannot derive any rights from stated delivery terms. Exceeding a delivery term does not entitle the Counterparty to compensation.

Obligations of the Counterparty during delivery and/or installation:

1. If modifications are required during the execution of the Agreement, the Parties will consult to implement the necessary changes. This may affect delivery timelines, but does not entitle the Counterparty to compensation.
2. Skepp will bear the costs of the initial delivery. If no authorized person is present to receive the Products at the agreed delivery time, Skepp will charge additional storage and transport costs for the next delivery attempt.
3. The Counterparty must ensure that Skepp or any Third Parties hired by Skepp have adequate space and facilities to deliver and/or install the Products. If the Counterparty fails to do so, the Counterparty will bear any additional costs incurred. This includes situations related to insufficient access, elevator dimensions, or street width. Failure to provide timely information may affect the delivery timeline.
4. The Counterparty is solely responsible for ensuring that the delivery and installation location is suitable. This includes, but is not limited to, proper accessibility, sufficient space, a stable and level floor, and adequate load-bearing capacity. Skepp is not liable for damage to Products, property, or persons, or for improper functioning of the delivered Products due to an unsuitable location. Any costs resulting from delays, damage, additional work, or re-delivery due to an unsuitable location will be charged to the Counterparty.
5. If the Agreement involves the rental of goods or temporary facilities, the Counterparty is required to obtain appropriate insurance covering damage, loss, or theft of the rented items during the rental period. The Counterparty must provide proof of insurance upon request from Skepp before delivery. If the Counterparty fails to meet this obligation, Skepp may suspend the delivery or require additional security measures.

## Article 13 – Complaints

1. The Counterparty may no longer invoke a defect in Skepp's performance if the defect has not been reported to Skepp within 1 (one) month after the defect was discovered or reasonably should have been discovered. For visible defects at the time of delivery, a reporting period of 48 (forty-eight) hours applies.
2. The Counterparty must give Skepp at least 4 (four) weeks to propose a solution.
3. If a complaint is not reported within the periods mentioned in the preceding paragraphs, the Product will be deemed to comply with the Agreement and to function according to its terms.
4. Complaints do not suspend the Counterparty's payment or acceptance obligations if the Counterparty acts in the course of a business or profession.
5. If Skepp incurs costs to investigate a complaint and the complaint is found to be objectively unfounded, Skepp is entitled to recover the costs from the Counterparty.



## Article 14 – Transfer

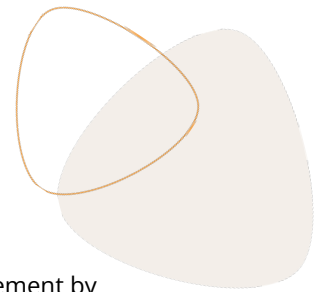
1. The rights and obligations of the Counterparty under this Agreement may not be transferred without the prior Written consent of the other party. This provision constitutes a provision with proprietary effect as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.

## Article 15 – Retention of Title

1. Ownership of all items sold and delivered by Skepp to the Counterparty remains vested in Skepp:
  - a. As long as the Counterparty has not fulfilled its obligations under the Agreement or previous similar Agreements.
  - b. As long as the Counterparty has not fulfilled payment obligations arising from future Agreements concerning situations described in Article 3:92 paragraph 2 of the Dutch Civil Code.
  - c. As long as the Counterparty has not paid for the work performed or to be performed under the current or similar Agreements.
  - d. As long as the Counterparty has not fulfilled claims by Skepp due to non-compliance, including penalties, interest, and costs, as specified in Article 3:92 of the Dutch Civil Code.
2. The Counterparty is not entitled to pledge or otherwise encumber items delivered under retention of title.
3. Skepp will be entitled to unhindered access to any Products subject to retention of title. The Counterparty will fully cooperate to enable Skepp to exercise its rights, including the repossession of the Products, if necessary through dismantling.
4. The Counterparty hereby grants unconditional and irrevocable permission to Skepp or any Third Party designated by Skepp to enter any location where Skepp's property is stored and retrieve the items if Skepp wishes to exercise its ownership rights. Any damage or costs arising from the retrieval will be borne by the Counterparty.
5. If Third Parties seize items delivered under retention of title or wish to establish or assert rights on them, the Counterparty must notify Skepp as soon as reasonably possible.

## Article 16 – Additional Work

1. If Skepp, at the request of the Counterparty or on its own initiative and with the prior Written consent of the Counterparty, performs work or services outside the scope of the Agreement, the Counterparty will compensate Skepp according to its customary rates. The Counterparty is never obligated to accept such a request and may require a separate Written Agreement.
2. The agreed-upon work includes only the tasks explicitly listed in the quotation. Any work not included will be considered additional work unless otherwise agreed in Writing.
3. The Counterparty accepts that additional work may affect the agreed objectives and expectations.
4. If a fixed fee has been agreed upon for the services, Skepp will always inform the Counterparty in Writing of the financial consequences of the additional work in advance.



## Article 17 – Intellectual Property

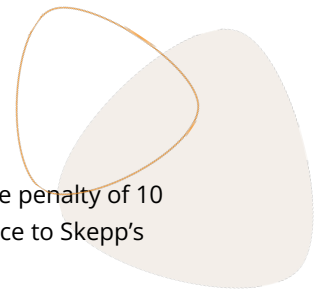
1. All intellectual property rights related to or resulting from the execution of the Agreement by Skepp are vested in Skepp. This means that the Counterparty is explicitly not allowed to have the design created by Skepp executed by Third Parties. In general, the Counterparty is not allowed to provide Skepp's design or technical specifications to Third Parties without Skepp's Written consent.
2. Documents provided by Skepp to the Counterparty are intended solely for the Counterparty's use. The Counterparty is not allowed to disclose or reproduce the information in any form, including but not limited to editing, selling, making it available, distributing, or integrating it into networks, unless such disclosure or reproduction is explicitly permitted in Writing by Skepp or is necessary based on the nature of the Agreement.
3. Skepp reserves the right to use the name and logo of the Counterparty as a reference or for promotional purposes.
4. The Counterparty indemnifies Skepp against any claims from Third Parties relating to intellectual property rights.
5. If Skepp holds the copyright on a commissioned portrait created for the Counterparty, the Counterparty grants Skepp permission to make the work public. Such disclosure does not constitute an infringement of the Counterparty's portrait rights.
6. If the Counterparty violates this article, they will owe Skepp an immediately payable penalty of €20,000 (twenty thousand euros) per violation, without prejudice to Skepp's right to claim additional damages.
7. Skepp reserves the right to take photos and other visual material of the completed projects for marketing purposes, including publication on its website, social media, or promotional materials. If the Counterparty does not wish for the material to be used, they must indicate this in Writing before accepting the offer.
8. The Counterparty may use photos or other visual materials created by Skepp only upon payment of a licensing fee, to be agreed upon separately.

## Article 18 – Confidentiality

1. Both Skepp and the Counterparty are obligated to maintain confidentiality regarding all confidential information obtained in the context of the Agreement, whether from each other or from another source. Information is considered confidential if it is designated as such by the disclosing Party or if the confidential nature is apparent from the nature of the information.
2. In the event of a violation of this confidentiality obligation, the breaching Party will owe the other Party an immediately payable penalty of €20,000 (twenty thousand euros) per violation, without prejudice to the right to claim additional damages.

## Article 19 – Non-Solicitation of Employees

1. For the duration of the Agreement and for a period of 1 (one) year after its termination, the Counterparty is prohibited from employing, hiring, or otherwise directly or indirectly engaging employees or Third Parties involved in the execution of the Agreement on behalf of Skepp without Skepp's prior Written consent.



2. If the Counterparty breaches this article, they will owe Skepp an immediately payable penalty of 10 (ten) gross monthly salaries of the relevant employee or Third Party, without prejudice to Skepp's right to claim additional damages.

## Article 20 – Exclusivity

1. Unless otherwise agreed in Writing, the Counterparty will, for the duration of the Agreement, only engage Skepp for the services specified in the Agreement.

## Article 21 – Applicable law

1. All Agreements between Skepp and the Counterparty are governed exclusively by Dutch law.
2. Disputes will be submitted to the competent court in the district where Skepp is located, unless mandatory legal provisions dictate otherwise.

## Article 22 – Survival

1. Provisions of these general terms and conditions that, by their nature, are intended to survive the termination of the Agreement, will remain in full force and effect after termination.

## Article 23 – Amendments or additions

1. Skepp is entitled to unilaterally amend or supplement these general terms and conditions. In such cases, Skepp will notify the Counterparty of the amendments or additions in a timely manner.
2. There will be a minimum period of 30 (thirty) days between this notification and the effective date of the amended or supplemented terms and conditions.
3. If the amendment referred to in the previous paragraph is based on a valid reason specified in the Agreement, the Counterparty is not entitled to reject the amendment or terminate the Agreement. An example of a valid reason is a change in legislation requiring the terms and conditions to be amended.

