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## General Terms and Conditions Odesi

### 1 General conditions

- 1.1 These conditions apply to all offers made by Odesi and all contracts with its customers, whether oral, through writing, or via Internet domains, whether confirmed by Odesi or not, save when otherwise agreed in writing.
- 1.1 Odesi rejects any and all general conditions, however named of counterparts, save when explicitly agreed in writing.

### 2 Definitions

- 2.1 The customer: the natural or legal person who ordered the delivery of products or services from Odesi.
- 2.2 Custom made products: products that deviate from the standard collection and are adapted to the wishes of the customer.
- 2.3 The Showroom at Home Service is a service of Odesi where a product is delivered to the home in order to be seen there and the customer decide to buy the product at that moment.

### 3 Offers and quotations

- 3.1 All offers and quotations are without obligation of Odesi until 30 days after the date of being made. An agreement between a buyer and Odesi is only established after Odesi has accepted or confirmed in writing or via its website the order or orders of the customer and/or any special arrangements, or at such time that Odesi has commenced shipment of the goods.

- 3.2 In case of any discrepancy between an order of a customer and the written (email) confirmation of Odesi, only the latter is binding.
- 3.3 Odesi is authorised to suspend the performance of its obligation(s) under the agreement in whole or in part for such period of time as in Odesi's reasonable opinion, the financial condition of the customer so warrants, notwithstanding the right of Odesi to any other compensation including damages and without the customer having the right to assert claims for damages.
- 3.4 Odesi is not liable for any erroneous or delayed dispatch of order information and/or other communications resulting from (A) the use of the Internet or any other communication traffic between the customer and Odesi, (B) or between Odesi and others relative to the relationship between buyer and Odesi.

#### **4 Delivery**

- 4.1 Quoted delivery times will be maintained as much as possible, but form no deadline, unless otherwise agreed in writing. Orders via the internet domains of Odesi are communicated to the customer unless expressly indicated otherwise on the Odesi website. If the delivery date given is not feasible, the customer will be informed in a timely fashion. The customer may in this case opt to rescind the agreement. Instead, in case of rescission, any amount paid will be returned to the customer within 30 days of such rescission on account of the customer's choice.
- 4.2 No claims for damages can be asserted with regard to, and Odesi explicitly rejects liability for late delivery.

#### **5 Right of return**

- 5.1 When ordering through Odesi internet domains a cooling off period of 7 days after delivery is applicable, unless explicitly excluded by Odesi. The customer has the right to return the goods delivered on the following conditions:
1. The goods must not be damaged.
  2. The goods must be in a state fit for re-selling by Odesi.

3. The right of return does not apply to specially ordered and custom made goods. Such specially ordered and/or customized goods cannot be returned.

5.2 The costs of returning goods shall be borne by the customer.

5.3 After receipt of the returned product(s) by Odesi, the order will be cancelled. Any amount already paid by the customer will be returned within 30 days of cancellation to an account of the customer's choice, subject to articles 5.1 and 5.2 hereof.

5.4 Cancellation of orders must be made in writing to Odesi.

5.5 The following products are excluded from the right of return:

1. Customized items
2. Items ordered in the showroom of Odesi
3. Items that are purchased through the Showroom at Home Service.

## **6 Showroom at Home Service**

6.1 A limited number of Odesi articles is for sale through the Showroom at Home Service. These are articles delivered to the customer at a place of his choice, at which time he may choose to proceed with the purchase.

6.2 The Showroom at Home Service is available in limited countries and/or regions in countries.

6.3 In case of the Showroom at Home Service orders, only the non-refundable shipping charge is paid in advance. The customer does not pay for the article yet.

6.4 If the customer decides to buy the Showroom at Home Service product, the full purchase amount, excluding shipping, must be paid at the moment of delivery to the customer.

6.5 If the customer decides not to buy the Showroom at Home product, the article is taken back by Odesi. The customer has no obligation to purchase or to pay any further costs. Transport costs already charged to the customer are non refundable.

6.6 Odesi may refuse a Showroom at Home order in any case.

## **7 Purchasing, transportation, unloading**

- 7.1 Odesi has the choice of the method of transport, unless otherwise agreed.
- 7.2 The customer is held to notify Odesi in case delivery is to be made on any other floor than the ground floor. The costs of such delivery, other than on the ground floor, shall be paid by the customer.
- 7.3 If, regardless of the mode of transport, if the ordered goods are ready for delivery at Odesi and Odesi has communicated this to the customer, the customer is obligated to accept delivery thereof as soon as possible.
- 7.4 Failure by the customer to accept delivery pursuant to Article 7.3 gives Odesi the right to store those good(s) at the expense and risk of the customer without the customer being entitled to suspend payment of the purchase price. The storage costs shall be payable to Odesi upon delivery.

## **8 Assembly and installation**

- 8.1 If agreed, assembly or installation (hereinafter referred to as activities) of the Odesi goods delivered to the customer in location(s) of his choice are executed by or on behalf Odesi of against the then applicable charges. Activities by or on behalf of Odesi are limited solely to the goods delivered, unless otherwise agreed.
- 8.2 Activities by or on behalf of Odesi will only be performed during normal working hours and/or working days, unless explicitly agreed.
- 8.3 The customer is responsible for proper access to and availability of the location where the activities are to be performed. If activities are delayed or hindered otherwise through no fault of or cause attributable to Odesi, Odesi shall be entitled to charge the resulting additional costs to the customer against the then prevailing rates.
- 8.4 If activities are conducted by Odesi at the request of the customer and involve other goods than Odesi goods, Odesi is not liable or responsible for the quality of such goods, nor the quality and durability of the completely assembled or installed whole involving non-Odesi goods.

8.5 Complaints regarding visible defects related to the activities are to be made in writing to Odesi and within 8 days after completion of the activities. Complaints about hidden defects associated with activities must be made in writing by the customer tot Odesi within 30 days of completion of the activities.

## **9 Payment**

9.1 Delivery goods and/or activities is immediately due and payable. Payment of goods and/or work is made when ordering. Only after payment is received by Odesi, Odesi is held to execute the order.

9.2 If a deposit is made when ordering, the remaining amount must be paid immediately upon delivery.

## **10 Retention**

10.1 All the goods delivered by Odesi remain property of Odesi until the moment the customer shall have fully paid them and/or met any other obligations vis-à-vis Odesi. The customer shall not encumber, sell or otherwise make available to third parties such goods before having fully met his payment and other obligations to Odesi.

10.2 All intellectual property rights vested in the products supplied by Odesi shall be completely and unconditionally respected by the customer.

## **11 Quality and guarantee**

11.1 Complaints regarding the goods delivered must be made in writing to Odesi within 8 days after the actual delivery.

11.2 The construction of articles produced by Odesi carries a 2-year warrantee. This warrantee is valid for items in normal use showing no more than normal wear and tear. The normal operation of wood is excluded from this warranty.

11.3 The customer is responsible for keeping the articles in a suitable environment and atmosphere during the warranty period. The warranty shall not apply if items are of have been exposed to temperatures or humidity levels that negatively affect the articles.

11.4 In case Odesi considers a customer complaint regarding the quality of goods delivered to be well-founded, Odesi, at its option, may either repair the product or replace it by another, similar product.

11.5 In is no other way than as described in the preceding paragraph shall Odesi be liable towards the customer, except where such limitation is contrary to any applicable mandatory provision. In case of tort, Odesi or its (managerial) subordinates Odesi shall only be liable for compensation for death or bodily injury, with such liability being limited in all instances to the amount paid out by Odesi's insurance at any time.

## **12 Force Majeure**

12.1 In case of Force Majeure, Odesi is authorized, at its discretion to, either (i) rescind the agreement with the customer or (ii) suspend the performance of the agreement, by giving written notice to the customer, without the customer being entitled to compensation therefore, if the performance of the Agreement is impaired or impeded as a result of force majeure. Force majeure is understood to include:

1. Business failure or business interruption of any kind, provided that such defect or interruption is not reasonably attributable to Odesi;
2. Delayed or late delivery by suppliers of Odesi;
3. Transport difficulties of any kind whatsoever, preventing or impending Odesi, provided that such difficulties or obstacles are not attributed to Odesi on grounds of law.

### **13 Exclusion of precedent**

13.1 In case Odesi during any period of time, whether or not implied, allows for or accepts exceptions to these general conditions, that does not affect its right to demand immediate and strict compliance with these conditions at any time. The customer cannot assert any right other than those pursuant to these conditions regardless of any prior flexibility by Odesi in that respect.

### **14 Disputes and applicable law**

14.1 This Agreement and all (legal) relationships between the customer and Odesi shall be governed by Dutch law.

14.2 All disputes arising from, related or pursuant to a contract with a buyer resident in The Netherlands will be settled by the competent court in The Hague, unless the customer, being a consumer under Dutch law, is entitled to have the dispute resolved by the competent judge of its own domicile.

14.3 All disputes arising from or related or pursuant to a contract with a customer who is an end consumer under European law and not resident in The Netherlands will be resolved by a jointly appointed independent third party in accordance with the Arbitration Rules of the Dutch Arbitration Institute. If parties do not agree on the arbitrator to be appointed, each party may appoint an arbitrator. The appointed arbitrators will then jointly settle the dispute under the Arbitration Rules of the Dutch Arbitration Institute. The arbitrator(s) may decide on the most convenient location of arbitration for Odesi and the consumer, at which location the arbitration is to be held. All disputes with any customer not being an end consumer under European law, shall be brought before the competent court of The Hague.