

Terms and Conditions

GENERAL TERMS AND CONDITIONS OF DELIVERY OF HEUGA FOR SALES VIA THE INTERNET

GENERAL TERMS AND CONDITIONS OF DELIVERY OF HEUGA HOME FLOORING B.V., WITH REGISTERED OFFICE IN SCHERPENZEEL, THE NETHERLANDS, FOR SALES VIA WWW.HEUGA.COM.

1. Definitions

1.1 The following definitions are used in these general terms and conditions of delivery. Defined terms are always written with a capital letter in these general terms and conditions of delivery.

Offer An overview given by Heuga via the website of the products selected by the Visitor, including prices, delivery costs, total price, Delivery Information and delivery conditions (Order Summary).

Delivery Information Name, address, telephone number, email address.

Delivery Date The date on which the products have been delivered to the address of the Purchaser. This date is evidenced in Heuga's records.

Visitor The visitor to the Website.

Heuga Heuga Home Flooring B.V., with registered office in Scherpenzeel at Industrielaan 15 (Postbus 16, 3925 ZG Scherpenzeel). Street address: Glashorst 131, Scherpenzeel.

Email address contact.uk@heuga.com.

Purchaser The Visitor who has concluded an agreement with Heuga.

Website www.heuga.com.

2. Scope of General Terms and Conditions of Delivery

2.1 These General Terms and Conditions of Delivery apply to:

- (a) The use of the Website;
- (b) All offers made by Heuga to the Visitor;
- (c) All agreements concluded between Heuga and the Purchaser via the Website.

2.2 The application of the provisions of the Vienna Sales Convention is excluded.

2.3 The application of any terms and conditions of the Visitor is excluded. Heuga is entitled to amend these General Terms and Conditions of Delivery.

3. Offer

3.1 All information given on the Website is without obligation, except for the information given by Heuga in the Offer.

3.2 The product range offered on the website as such cannot be regarded as an offer to conclude an agreement.

3.3 The products shown on the Website may look different in reality. The Visitor may order samples via the Website to verify whether the products he wishes to order meet his requirements.

3.4 All the prices given on the Website include VAT but exclude delivery costs. All the costs payable by the Visitor (the Purchaser after the conclusion of the agreement) will be given in the Offer.

4. Conclusion of an agreement

4.1 On the Website, the Visitor selects the quantity and type of products that he wishes to purchase and provides the Delivery Information.

4.2 An Offer will be made to the Visitor based on the products selected by the Visitor.

4.3 The Visitor accepts the Offer by clicking on the link "Next step" after having declared that he accepts the General Terms and Conditions of Delivery. The acceptance of the Offer results in the conclusion of an agreement between Heuga and the Visitor.

4.4 Once the payment details have been processed, the Purchaser is shown a confirmation of the concluded agreement via the Website. The confirmation is also sent by email.

5. Lapsing of the Offer

5.1 Heuga's Offer to the Visitor will lapse if the Visitor breaks the connection to the Website. An Offer is valid for a period of 24 hours. Once this period has expired, the Offer can no longer be accepted.

6. Payment / delivery period

6.1 Once the agreement has been concluded, the Purchaser pays the amount owed via the Website. If the payment cannot be authorised, then the Purchaser will be notified of this via the Website.

6.2 Payment has been made once the amount owed has been credited to Heuga's account.

6.3 The delivery period given in the Offer will commence once the payment has been credited to Heuga's account.

6.4 The delivery period given by Heuga is intended as an indication only. Should this delivery period be exceeded, this will not give the Purchaser the right to dissolve the agreement if the Purchaser has not given Heuga the opportunity to fulfil its obligations, in accordance with clause 9.2.

6.5 Should Heuga not have received the payment owed within 14 days of the conclusion of the agreement, it will be entitled to dissolve the agreement extrajudicially. The Purchaser must return the products to Heuga, at the Purchaser's expense, after dissolution.

7. Delivery / passing of risk

7.1 The products purchased by the Purchaser will be delivered to the address given by the Purchaser by a carrier designated by Heuga. On delivery, the Purchaser will also be provided with information which explains how the Purchaser should use and maintain the products.

7.2 The Purchaser must sign in acknowledgement of receipt on delivery of the products. The Purchaser must immediately make sure that the correct (number of) products have been delivered. The Purchaser must immediately and ultimately within 2 working days after the Delivery Date inform Heuga in writing in the event the correct (number of) products have not been delivered. If the claim of the Purchaser is valid the Purchaser will be entitled to delivery of the correct and/or missing products. Heuga will take back the incorrect delivered products at no extra cost unless the Purchaser returns the incorrect delivered products damaged and/or not in the original undamaged packaging materials.

7.3 Neither Heuga nor its carrier will take back the packaging materials used by Heuga and the Purchaser must dispose of these himself in a responsible manner. The Purchaser may not use the packaging materials to package and offer for sale products other than products delivered by Heuga.

7.4 As from the time of delivery, the risk of loss of and damage to the products will be borne by the Purchaser. The products will continue to be the property of Heuga until the full purchase price has been received.

8. Cooling off period

8.1 The Purchaser has the right to dissolve the agreement without giving reasons up to seven working days after the Delivery Date, provided that the products delivered by Heuga are still in such a condition that they can be re-sold by Heuga. The products must be returned in the original undamaged packaging materials.

8.2 The Purchaser may dissolve the agreement within the period referred to in clause 8.1 by sending a written notification to this effect to Heuga, to the (email) address given in these terms and conditions. In the notice cancelling the agreement, the Purchaser must give the account number to which the purchase price can be refunded.

8.3 Once Heuga has taken cognisance of the dissolution, it will inform the Purchaser of the way in which the products can be returned, at the expense of the Purchaser. Once Heuga has taken cognisance of the dissolution, Heuga will refund the purchase price (excluding delivery costs) within thirty days to the account number given by the Purchaser, provided that the Purchaser has sent the products back to Heuga within this period.

9. Warranty

9.1 Heuga warrants that the products delivered by it, including carpet tiles, vinyl tiles and TacTiles, are suitable for use as described on the Website and for a period of 7 years from the Date of Delivery and with due observance of clause 9.2 and 9.3, that the products delivered by it contain no defective materials or manufacturing defects and that these products, provided that they are installed, maintained and used

according to Heuga's instructions as provided on delivery, will not shrink, curl or seriously discolour. Excluded from this warranty is: (i) normal wear and tear. (ii) discolouration as a result of direct and prolonged sunlight, (iii) damages as a result of accidents or injudicious or careless use, including the use of the products in rooms for which the products are not intended. The warranty as stated in this clause applies only to products sold by Heuga within the EU.

9.2 If the Purchaser within the first two years after delivery of the products validly claims that the products contain defective materials or manufacturing defects Heuga will at no cost for the Purchaser:

- a. repair the defective product or if necessary undertake on-site rectification, provided that Heuga is confident the fault can reasonably be rectified or
- b. replace the defective products.

9.3 If after two years of the delivery the Purchaser validly claims that the products contain defective materials or manufacturing defects and Heuga needs to repair or replace the defective product, then taking into account the depreciation, Heuga will compensate the costs for repair or replacement in accordance with the following scale:

Year after Delivery Date	Depreciation	Compensation Heuga
3	30%	70%
4	45%	55%
5	60%	40%
6	75%	25%
7	85%	15%

The amount to be paid by the Purchaser for depreciation will be calculated as a percentage of the actual costs for repair or replacement.

9.4 The Purchaser must notify Heuga of a claim as referred to in clause 9.2, and 9.3 in writing. The Purchaser will not be entitled to the replacement or repair of the products if these have been destroyed or have deteriorated as a result of careless use by the Purchaser.

9.5 Heuga's total liability is limited to the direct loss or damages suffered by the Purchaser with a maximum of the paid purchase price, except in cases of gross negligence or deliberate recklessness on the part of Heuga.

10. Privacy of the Visitor and the Purchaser

10.1 When a Visitor visits the Website, the IP address of the computer which the visitor uses to view the Website is stored. The aim of this is to prevent the misuse of the Website by persons who have wrongfully gained access to the IP address of the Visitor.

10.2 The Delivery Information is stored for the purpose of fulfilling the agreement with the Purchaser (including the warranty obligations).

10.3 Heuga may also use the Delivery Information to send the Purchaser customised information about products.

10.4 The Purchaser has the right to ask Heuga to allow him to view his personal data and to require changes to be made or the data to be deleted if the data is incorrect and/or need no longer be stored for the fulfilment of an agreement between the Purchaser and Heuga.

10.5 Heuga will not forward the personal data referred to in this clause to third parties, unless it is obliged to do so on the basis of any statutory provision or government instruction.

10.6 Heuga is registered with the Dutch Data Protection Board under number 1228526 in respect of the storage of personal data.

11. Applicable law and competent court

11.1 Dutch law applies to all agreements between the Purchaser and Heuga..

11.2 All disputes between the Purchaser and Heuga must be submitted to the competent court in Utrecht.

11.3 If the Purchaser is not resident in the Netherlands, Heuga may, contrary to the provisions of clause 11.2, also institute proceedings before the national court in the country where the Purchaser is resident.