

# General conditions of sales

Price list 2023 – UAE, EXW, USD - Version 1.0

## General

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These general conditions of sale and terms of delivery shall apply to all agreements concluded between HOWE A/S (hereinafter HOWE) and its customers (hereinafter the Buyer), unless otherwise specifically agreed in writing between the Parties.

## Conclusion of agreements, etc.

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An agreement has not been concluded until HOWE has accepted an offer made by the Buyer by issuing an order acknowledgement, an invoice or other such written agreement based on the terms and conditions specified in this document. All prices stated in price lists and catalogues include packaging, such as pallets and transport containers, and exclude taxes, VAT and any other charges. HOWE reserves the right to adjust the prices stated without prior warning in case of an increase in the price of raw materials, production costs, transport costs, packaging, or other sudden changes in the cost level. All agreements are thus concluded on the basis of the prices in force at the time when the order is received.

The agreement basis is thus the information, including information relating to price, materials, qualities, etc., that is stated in the order acknowledgement, invoice or other such agreement, since other information shall be deemed to be for guidance only and may be corrected up until but not later than the time when the agreement is concluded. Unless otherwise explicitly agreed in writing, the goods have been sold for normal, standard use for the intended purpose.

## Payment, etc.

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Payment terms are subject to credit insurance at Coface. In case a customer cannot be insured a prepayment, or a bank guarantee will be required. If credit payment terms can be granted, payment shall be made in accordance with the terms of payment stated on the invoice, which basically means that payment shall be made in cash not later than 30 days after the date of invoice ("net 30 days"), unless otherwise explicitly agreed. The Buyer shall not be entitled to withhold any part of his payment and cannot meet his obligations through offsetting or similar. If payment is delayed, HOWE shall be entitled to charge interest at 0.75 % per month or part thereof and depending on the circumstances HOWE shall also be entitled to fully or partially withhold subsequent deliveries, specify special terms of payment, or – if necessary – cancel agreements with the Buyer in question. HOWE is entitled to charge a fee of 12 (twelve) USD for each reminder on late payment. All invoices will be sent by e-mail. Invoices sent by paper will be added an invoice fee of 5 (five) USD.

## Property reservation

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HOWE shall retain property in all the goods stated in the order acknowledgement or other such written agreement until the full purchase sum has been paid. The Buyer shall keep the goods fully insured until such time as the purchase sum has been paid and during this period the Buyer shall be responsible towards HOWE for any all and any damage suffered by the goods. HOWE has the right to inspect the goods at any time.

## Delivery

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### DELIVERY CHARGES

Unless otherwise agreed, delivery in EU, United Kingdom, Norway, and Switzerland shall be made to the Buyer's warehouse situated on the ground floor at no cost to the Buyer.

Standard deliveries are made between 8:00-18:00. If the warehouse has different opening hours, the information should be provided to HOWE when placing the order. Please note, the warehouse must be opened for a minimum of 4 hours continuously in the above-mentioned period.

Outside the EU, United Kingdom, Norway and Switzerland, Buyer is responsible for organizing collection of goods from HOWE warehouse on Buyers cost and risk. HOWE is responsible for loading the goods on the transport vehicle designated by Buyer and organizing export customs clearance. Buyer has 10 days from receiving information about goods availability for collection to arrange transport from HOWE warehouse. Later, a supplementary charge of 12 USD per pallet shall be made per each started month, although with a minimum charge of (forty-nine) 49 USD per month or part thereof. The deadline for storing the goods in HOWE warehouse is 60 days. After this period, additionally to storage fee, a fine of (two) 2 USD for each day will be imposed.

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On Buyer request, HOWE forwarder offers free of charge delivery notification or delivery date agreement by text message or email. If Buyer requests phone call to agree on delivery date with Forwarder, a supplementary fee of (eighteen) 18 USD will be added.

For prepaid orders, if the payment is not done prior to the planned and confirmed time of dispatch, a supplementary charge of (twelve) 12 USD per pallet shall be made per each started month, although with a minimum charge of (forty-nine) 49 USD per month or part thereof. The deadline for storing the goods in HOWE warehouse is 60 days. After this period, additionally to storage fee, a fine of (two) 2 USD for each day will be imposed.

Additional Fees for deliveries that do not meet the above HOWE's delivery standards:

- For orders without fix delivery date but with short opening hours (less than 4 hours continuously or other delivery hours than 8:00-18:00 – 305 USD freight charge
- Orders below net 610 USD – 122 USD freight charge
- Fix delivery date to warehouse 610 USD fee
- Fix delivery date and 2-hour time slot: 610 USD + 122 USD for time slot fee
- Delivery to Buyer directly (fill out template): 610 USD fee
- Delivery to customer's site 610 USD

If Buyer requests direct delivery to Buyer's site is obligated to fill "Direct delivery" form with all information necessary to organize dedicated transport.

**ORDER CHANGES/AMENDMENTS**

Buyer may request change of the delivery address to another facility that meets HOWE delivery requirements

- If the change is made 8 days prior to shipment date it is free of charge
- If the change is made within a week till shipment date, a change of 122 USD will be added to sales order
- If the change is made after the shipment date, Buyer will need to cover all the extra costs incurred by the carrier, but not less than 183 USD

| <b>Address change to another facility that meets HOWE requirements</b> | <b>Cost</b>                              |
|--|--|
| within 8 days prior to agreed shipment date                            | Free of charge                           |
| The same week as shipment  | 122 USD                                  |
| after shipment date  | All extra cost but not less than 183 USD |

Buyer may request postponement of shipment:

- If the change is made within 10 days from receiving order confirmation from HOWE it is free of charge
- If the change is made not later than 8 days before previously agreed shipment date a supplementary charge of 12 USD per pallet shall be made per month or part thereof, although with a minimum charge of 49 USD per month or part thereof. The fee will be calculated from the first day after original shipment date.
- No changes can be made afterwards

The deadline for storing the goods in HOWE warehouse is 60 days. After this period, additionally to storage fee, a fine of (two) 2 USD for each day will be imposed.

| <b>Shipment date change</b>           | <b>Cost</b>  |
|---------------------------------------|--|
| Within 10 days from OC sent to Buyer  | Free of charge   |
| Not later than 8 days before shipment | 12 USD per pallet per each started month, not less than 49 USD monthly |
| Within 7 days prior to shipment date  | NO CHANGES ARE POSSIBLE  |

## DAMAGES

Regardless of whether the Buyer is present at the time of the delivery, all risks in relation to the goods shall pass to the Buyer upon delivery to the agreed location.

Visible damages must be noted on the Forwarder's Consignment Note immediately on delivery. Damages are to be stated in detail. A written complaint must then be sent immediately within 7 days from receipt of the goods to us and to the Forwarder. Non-visible damages must be reported in writing within 7 days from receipt of goods to HOWE and to the Forwarder.

Any complaints submitted after this period will not be accepted.

Any deviation from the terms of delivery shall be deemed to constitute one joint deviation from the above, in which case the Buyer shall take over the risk in relation to the goods at the earlier time when the goods were collected or could have been collected in accordance with the agreement made.

HOWE's standard delivery times in EU are usually: Chairs 4-6 weeks, Tables 5-7 weeks. In case of large quantities and/or customized products delivery time will be determined on a case-to-case basis.

## Fee and MOQ for non-standard choices

For any non-standard product there is a 500 USD fee. In most cases there is also a minimum order quantity (MOQ).

## Buyers' cancellation of contract

The Buyer shall be entitled to cancel the contract up until forty-eight (48) hours after the order confirmation has been issued, provided that the manufacture/dispatch/delivery of the goods has not yet commenced at this time, in return for a payment of 5% of the purchase sum and any extra loss incurred by HOWE as a consequence of the cancellation. In the event that more than five days have passed since the order confirmation was issued, the contract may only be cancelled until 4 (four) weeks before confirmed shipment in return for payment of 50% of the purchase sum plus transport and administration costs and any extra loss incurred by HOWE as a consequence of the cancellation. Hereafter the contract cannot be cancelled.

## Delays

The confirmed time of delivery is only an estimated deadline since HOWE shall be entitled to make changes to or temporarily postpone deliveries in order to be able to organize its goods deliveries and administration appropriately. HOWE cannot be held liable for any loss suffered by the Buyer as a result of a changed or postponed time of delivery. Furthermore, HOWE does not automatically offer loan furniture in these situations.

## Deficiencies, etc.

HOWE shall only be liable for deficiencies in the goods sold if such deficiencies are the result of matters relating to the materials used or the craftsmanship applied. In particular, HOWE shall not be liable for matters resulting from wrong or abnormal use or storage, including in relation to climate and temperature conditions, or any other aspects related to HOWE's instructions.

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When the risks in relation to the goods have passed to the Buyer, HOWE can only be held liable for faults and deficiencies to the extent specified in this provision.

The Buyer shall be obliged to carry out a detailed examination of the consignment immediately upon receipt. Complaints regarding deficiencies and/or visible transport damage which are – or should have been – discovered in this examination shall be written on the consignment note, which must be returned immediately, so as to inform HOWE at once. Any complaints regarding "non-visible" transport damage must reach HOWE not later than seven (7) days after the date of delivery and any complaints regarding any deficiencies ascertained must in each case be forwarded not later than seven (7) days after they were – or should have been – discovered. If the complaint is not made within these deadlines, the Buyer's access to advance claims in relation to any such deficiencies shall be forfeited.

A complaint shall be in writing and shall contain a specific description of the deficiencies with accompanying photo documentation or, alternatively, the deficient component/product shall be forwarded with the complaint.

In case of deficiencies for which HOWE is liable, the Buyer shall not be entitled to invoke any other rights than the right to have the goods replaced, which shall be done at no cost to the Buyer. In particular, the Buyer shall thus not be entitled to cancel the transaction or ask for a proportional rebate, compensation, or repayment, unless the deficiency ascertained is the result of gross negligence or intent on the part of HOWE. However, HOWE can under no circumstances be held liable for operating loss, loss of profit, time loss or other such indirect loss suffered by the Buyer.

The deficient goods belong to HOWE and shall be returned to HOWE upon request. Basically, the Buyer shall bear the costs and risk of such transport. Unless HOWE has explicitly undertaken to guarantee for the object sold for a longer period, HOWE shall under no circumstances be held liable for faults or deficiencies for which no written complaint has been sent within two years of the hand-over to the Buyer.

### **Product liability**

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The Buyer shall compensate and reimburse HOWE for all, and any compensation claims made by third parties on account of damage or injury for which HOWE is not liable towards the Buyer. HOWE shall be liable for damage or injury resulting from defective products in pursuance of the provisions of Act No. 371 of 7 June 1989 (the Danish Product Liability Act). Such liability cannot exceed DKK 50,000 and HOWE can under no circumstances be held liable for operating loss, loss of profit, time loss or any other such indirect loss. The Buyer shall immediately inform HOWE of any cases in which a third-party files a lawsuit or otherwise advances claims on account of damage or injury caused by products manufactured by HOWE.

### **Design alterations**

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HOWE reserves the right at all times to make such changes to product design, etc., as HOWE deems to be necessary. In such case, information about significant alterations shall be forwarded to the Buyer prior to delivery.

### **Invocation of rights**

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If HOWE fails to exercise or claim one of the rights enjoyed by HOWE under these general conditions, such failure shall not be deemed to constitute a waiver of such right on the part of HOWE. Likewise, such failure shall not prevent such right in being invoked or claimed at a later point in time.

### **Disputes, applicable law**

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Any dispute arising in connection with the performance of agreements in relation to these conditions of sale and terms of delivery, as well as any other matters relating thereto shall be decided by the Maritime and Commercial Court of Copenhagen. Any dispute shall be settled in accordance with Danish law, with the provisions of Act No. 237 of 28 March 2003 (the Danish Sale of Goods Act) to the extent said Act has not been deviated from in the above.

Be advised that HOWE A/S reserves the right to correct any printing errors, inaccuracies, or omissions.

# Warranties

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## General

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At HOWE A/S (hereinafter HOWE) we recognize the value of products that can stand up to continuous use, and we know by experience that good material combined with true craftsmanship and thorough design provides sturdy and durable furniture.

Our high and uniform quality policy secures that our products are always tested to the highest level of international standards and legislations. We constantly strive to optimise our products and services to maintain the high level of quality and durability that is expected of a HOWE product.

HOWE warrants its products against defects in materials and workmanship as follows:

### 10-year warranty

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As of January 1<sup>st</sup>, 1992, HOWE offers on all chairs of its David Rowland 40/4 chair collection a 10 (ten) year guarantee under normal use against weld breakages, defective material, workmanship, and performance. Only exception is the 40/4 wood frame, which has a 5 (five) year guarantee.

As of July 6<sup>th</sup>, 2012, HOWE offers on Moveo and Tempest table systems and SixE chairs a 10 (ten) year guarantee under normal use against weld breakages, defective material, workmanship, and performance.

As of 1<sup>st</sup> of May 2021 HOWE offers on MN1 chairs a 10 (ten) year guarantee against weld breakages, defective material, workmanship, and performance. For gas lifts, turn / tilt mechanism, and castors 5 (five) year.

As of 15<sup>th</sup> of June 2021 HOWE offers on AS chairs and AS table series a 10 (ten) year guarantee against weld breakages, defective material, workmanship, and performance. For folding adaptors, gas lifts and castors it is a 5 (five) year guarantee.

### 5-year warranty

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As of January 1<sup>st</sup>, 1992, HOWE offers on all other furniture products a 5 (five) year guarantee under normal use against weld breakages, defective material, workmanship, and performance.

### 2-year warranty

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On all power and data solutions we refer to our sub supplier. Their warranty period is 2 (two) years. The HOWE guarantee period runs from the date of shipment.

As of July 1<sup>st</sup>, 2022, HOWE offers on AS privacy screens a 2 (two) year guarantee under normal use against weld breakages, defective material, workmanship, and performance.

## Exclusions

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This warranty does not apply to product failure resulting from:

- Normal wear and tear
- Abuse, misuse, accidents, or repeated knocks
- Improper handling/usage or improper cleaning/maintenance
- Alteration or modification of the product

In addition, HOWE does not warrant:

- Changes in surface finishes due to aging, scratches, markings, stains, or other damage due to normal wear and tear, or due to contact with sharp or hard objects
- Changes in surface finishes due to exposure to light
- Oxidizing of outdoor treated frames
- Natural variations in wood grain or the presence of character marks. This includes matching of grains, colors, or textures of natural materials
- Customers own fabrics and leather (COL & COM)
- All service parts (meaning all moving and mechanical parts)
- Customised solutions
- Marks in fabric/leather after stacking of chairs

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- For leather: Marks as scars, insect bites, fat creases and neck wrinkles. This is beauty marks that reflect the normal life of an animal.

HOWE recommends chromium plated steel frames on all 40/4 chairs where repeated handling is intended. Please, be aware that constant impacts from handling of painted linking chairs are likely to cause scratches and flaking over time. This is considered normal wear and tear and therefore not covered by the HOWE Warranty.

### **Original spare parts delivery guarantee**

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Furniture programmes from HOWE are designed with focus on durability and timeless design. In case a product should be discontinued all original spare parts are available for 5 (five) years from the date the discontinuation has been carried through. If a component to a discontinued product for some reason is not available, a corresponding product is offered instead.

In case David Rowlands 40/4 chair should be discontinued all original spare parts are available for 10 (ten) years from the date the discontinuation has been carried through. In case the Tempest and Moveo table systems or the SixE chair family should be discontinued all original spare parts are available for 10 (ten) years from the date the discontinuation has been carried through.

The guarantee does not apply to product and component modifications and enhancements.