



General Terms and Conditions – Ideas 4 Seasons

Article 1 – Definitions

Ideas 4 Seasons: the private company with limited liability Ideas 4 Seasons B.V., also operating under the name IDEAS4SEASONS or any variation thereof;

Buyer: any counterparty of Ideas 4 Seasons;

Products: all goods and Services supplied or to be supplied by Ideas 4 Seasons in the context of an Agreement;

Services: all activities (in whatever form and under whatever name) performed by Ideas 4 Seasons for the Buyer, whether or not in combination with the supply of Products;

Agreement: any agreement concluded with the Buyer, any amendment or supplements thereto, as well as all acts, including legal acts, for the preparation or performance of such agreement;

Custom-Made Products: products that are specially produced, assembled, adapted, personalised, procured or ordered for the Buyer, including (but not limited to) container deliveries, seasonal products and products not supplied from standard stock;

In Writing: “in writing” shall also include communication by e-mail and via digital ordering systems or webshops of Ideas 4 Seasons.

Article 2 – Applicability

2.1 These terms and conditions apply to all requests for quotations, orders and/or agreements relating to the sale and delivery of Products and/or the performance of Services by Ideas 4 Seasons.

2.2 Deviations from or additions to these terms and conditions shall only be valid if expressly agreed with Ideas 4 Seasons. Any deviation shall apply solely to the specific agreement to which it relates.

2.3 The applicability of any general terms and conditions of the Buyer is expressly rejected, unless expressly agreed otherwise in writing. In the event of conflict, these conditions shall prevail.



2.4 In case of a conflict between these terms and the agreement itself, the provisions of the agreement shall prevail.

2.5 If one or more provisions of these terms and conditions are null and void or voidable, the remaining provisions shall remain in full force and effect. The parties shall then consult in order to agree on replacement provisions that correspond as closely as possible to the intent of the original provision.

2.6 If the Buyer enters into an Agreement with Ideas 4 Seasons after receipt of these conditions, the Buyer shall be deemed to have accepted these conditions, even if the Buyer has not expressly responded to their transmission.

Article 3 – Agreement

3.1 All offers made by Ideas 4 Seasons are without obligation. Images, samples, models or specifications are provided for general illustrative purposes only.

3.2 Offers are valid for thirty (30) calendar days unless stated otherwise.

3.3 Ideas 4 Seasons reserves the right to revoke an offer within two (2) days after acceptance.

3.4 If the Buyer's acceptance deviates from the offer, this shall be regarded as a new offer by the Buyer. Ideas 4 Seasons may then issue a new written offer.

3.5 Oral commitments or agreements shall not be binding unless confirmed in writing.

3.6 An Agreement shall only be concluded after written confirmation by Ideas 4 Seasons or upon actual performance by Ideas 4 Seasons.

3.7 Ideas 4 Seasons is entitled to refuse orders without stating reasons or to accept them only subject to conditions, such as advance payment.

3.8 Offers are one-time offers and do not apply to future or repeat orders.

3.9 Cancellation of an Agreement by the Buyer is only possible with the prior written consent of Ideas 4 Seasons.

If Ideas 4 Seasons agrees to cancellation, the Buyer shall remain obliged to compensate Ideas 4 Seasons for all costs incurred and losses suffered as a result of the cancellation, including (but not



limited to) purchasing, production, transport, storage, insurance and reserved capacity. This compensation may amount to the full agreed purchase price.

3.10 Custom-Made Products cannot be cancelled, returned or credited, regardless of the moment or reason for cancellation.

Any deviations in colour, dimensions, finish or execution resulting from production, materials, transport or storage shall be deemed acceptable and shall not entitle the Buyer to termination, price reduction or compensation.

Errors or ambiguities in specifications, quantities, designs or instructions provided by the Buyer shall be entirely at the Buyer's risk and expense.

Article 4 – Prices

4.1 All prices applied by Ideas 4 Seasons are exclusive of VAT and other government levies, unless expressly stated otherwise.

4.2 Prices are based on the cost factors applicable at the time of the offer, including raw materials, transport, energy and labour costs.

4.3 If one or more cost factors increase after the conclusion of the Agreement, Ideas 4 Seasons shall be entitled to adjust the agreed prices accordingly.

4.4 Ideas 4 Seasons is entitled to pass on price increases as referred to in Article 4.3 to the Buyer, including increases resulting from changes in legislation or government measures.

Article 5 – Payment, Security and Suspension

5.1 Payment shall be made within the payment term stated on the invoice, without any deduction, discount or set-off.

5.2 Ideas 4 Seasons is entitled at all times, prior to (further) delivery or performance of Services, to require full or partial advance payment, a bank guarantee or other security to be determined by Ideas 4 Seasons, if, in the opinion of Ideas 4 Seasons, there is an increased payment risk, including (but not limited to) deteriorated creditworthiness, payment arrears or indications of financial difficulties.



5.3 If the Buyer fails to provide the requested advance payment or security, Ideas 4 Seasons shall be entitled to suspend its obligations or to terminate the Agreement in whole or in part, without being liable for any compensation.

5.4 In the event of late payment, the Buyer shall be in default by operation of law and shall owe statutory commercial interest.

5.5 All judicial and extrajudicial costs incurred in the collection of outstanding claims shall be borne by the Buyer (at least 15% of the outstanding amount).

5.6 In the event of bankruptcy, suspension of payments, debt restructuring or cessation of the Buyer's business, all claims of Ideas 4 Seasons shall become immediately due and payable.

5.7 Ideas 4 Seasons is entitled to suspend its obligations for as long as the Buyer fails to meet its payment obligations.

Article 6 – Delivery and Delivery Time

6.1 Delivery shall take place EXW Oss, the Netherlands (Raben Warehouse), unless agreed otherwise.

6.2 Transport arranged by Ideas 4 Seasons shall be at the Buyer's risk and expense.

6.3 In the case of large orders, Ideas 4 Seasons may arrange transport, still at the Buyer's risk.

6.4 Transport insurance is never included and must be arranged by the Buyer.

6.5 Customs formalities performed by Ideas 4 Seasons shall be at the Buyer's risk and expense.

6.6 The Buyer guarantees that all required import licenses are obtained and indemnifies Ideas 4 Seasons against any related claims.

6.7 Delivery times are indicative and shall never be regarded as strict deadlines.

6.8 Exceeding indicative delivery times, regardless of the case, shall not entitle the Buyer to termination, suspension, compensation or any other form of remedy, including damage due to lost sales opportunities, seasonal influences or market conditions.

6.9 Default shall only occur after written notice of default granting a reasonable period of performance.



6.10 Partial deliveries are always permitted.

6.11 Ideas 4 Seasons shall not be liable for delays caused by force majeure (see Article 11).

Article 7 – Retention of Title

7.1 All Products delivered by Ideas 4 Seasons remain the property of Ideas 4 Seasons until the Buyer has fully paid all outstanding claims, including interest and costs.

7.2 The Buyer is authorised to resell the Products subject to retention of title in the normal course of its business. In that case, the Buyer hereby assigns, by way of advance assignment and insofar as legally permitted, all claims arising from such resale against third parties to Ideas 4 Seasons, up to the amount of the outstanding invoices. The Buyer shall, at the first request of Ideas 4 Seasons, cooperate fully in the formalisation and enforcement of this assignment.

7.3 Until full payment has been made, the Buyer may not pledge the Products or provide them as security to third parties.

7.4 If the Buyer defaults on payment, Ideas 4 Seasons shall have the right to repossess any unsold Products, without prior notice of default being required, to the extent permitted by law.

7.5 The Buyer shall grant Ideas 4 Seasons, or third parties designated by it, access on first request to all locations where the Products are located, in order to inspect or reclaim them, and shall fully cooperate in this request.

7.6 The Buyer shall handle the Products with due care and adequately insure them against damage, loss and theft for as long as ownership has not transferred.

7.7 Without prejudice to the retention of title, Ideas 4 Seasons expressly reserves the statutory right of reclamation, insofar as permitted by law.

Article 8 – Non-Acceptance and Resale

8.1 If delivery other than EXW Oss is agreed, the Buyer must collect or have the Products accepted by a carrier within forty-eight (48) hours after conclusion of the Agreement.



8.2 If the Buyer fails to accept the Products (in time), payment shall remain due as if delivery had taken place.

8.3 Ideas 4 Seasons may store the Products at the Buyer's risk and expense and shall not be liable for any loss of quality.

8.4 If the Buyer still fails to collect the Products after a reasonable storage period and quality deterioration is imminent, Ideas 4 Seasons may sell the Products to third parties. The Buyer's payment obligation shall remain in force.

8.5 If Ideas 4 Seasons proceeds to resale as referred to in Article 8.4, it shall not be obliged to realise the highest possible resale price. Any depreciation, seasonal loss or market risk shall be borne entirely by the Buyer.

Article 9 – Complaints and Returns

9.1 Upon delivery, the Buyer must inspect the Products for quantity and visible damage.

9.2 Complaints regarding quantity or visible damage must be reported in writing within forty-eight (48) hours. Failing this, delivery shall be deemed correct.

9.3 Complaints regarding hidden defects must be reported within five (5) days after discovery.

9.4 In the event of quality complaints, the Buyer must engage an expert and allow Ideas 4 Seasons to conduct a counter-expertise.

9.5 Late or improperly submitted complaints release Ideas 4 Seasons from liability.

9.6 In the event of proven non-conformity, Ideas 4 Seasons shall, in consultation, supply a replacement product. The payment obligation shall remain in force.

9.7 Submitting a complaint does not suspend the Buyer's payment obligation.

9.8 The burden of proof of the complaint rests with the Buyer.

9.9 Returns are accepted only with prior written consent of Ideas 4 Seasons. Products returned without such consent shall not be accepted and remain at the Buyer's risk and expense.

9.10 A complaint does not entitle the Buyer to termination of the Agreement, suspension of payment obligations or price reduction, unless agreed otherwise in writing.



9.11 The Buyer must keep the Products to which a complaint relates unchanged, separated and available to Ideas 4 Seasons until the complaint has been resolved.

Article 10 – Liability

10.1 Ideas 4 Seasons shall not be liable for indirect damage, consequential damage, loss of profit or damage other than direct damage to the Product itself, unless there is intent or wilful recklessness.

10.2 Liability is limited to the amount paid out by the insurer or, if no insurance payment is made, to a maximum of the invoice amount.

10.3 Indirect and consequential damage includes, inter alia, damage resulting from lost turnover, loss of profit, seasonal influences, missed sales opportunities and damage caused by delivery delays.

10.4 No liability shall exist for damage caused by improper use, storage, installation or maintenance by the Buyer or third parties.

10.5 Claims for damages shall lapse if not reported in writing within twelve (12) months after delivery.

10.6 To the extent that Ideas 4 Seasons is obliged under these conditions to provide any compensation or replacement, this shall constitute the Buyer's sole and exclusive remedy.

Article 11 – Force Majeure

11.1 Ideas 4 Seasons shall not be obliged to perform any obligations if it is prevented from doing so due to force majeure, including (but not limited to):

- natural disasters, pandemics, war, terrorism, strikes, lock-outs, fire, explosions, government measures;
- disruptions at suppliers, carriers, or utility companies beyond the control of Ideas 4 Seasons;
- IT failures, cyber-attacks, delays caused by changes in legislation.

11.2 In the event of force majeure, Ideas 4 Seasons may:

- extend the delivery time by the duration of the force majeure;
- terminate the Agreement in whole or in part without being liable for compensation.



11.3 If force majeure lasts longer than sixty (60) days, the Buyer may terminate the Agreement in writing without entitlement to compensation.

11.4 In the event of force majeure, Ideas 4 Seasons shall never be liable for any damage, including consequential damage, loss of profit, seasonal loss or missed sales opportunities.

Article 12 – Right of Withdrawal

12.1 The Services and Products of Ideas 4 Seasons are exclusively intended for business customers (business-to-business).

12.2 The Buyer declares, when entering into the Agreement, that it is acting in the exercise of a profession or business.

12.3 On this basis, the statutory right of withdrawal (as referred to in Article 6:230o et seq. of the Dutch Civil Code) does not apply.

12.4 Insofar as and for as long as the Buyer qualifies as a consumer under the law, the right of withdrawal shall be excluded exclusively for Custom-Made Products as referred to in Article 6:230p sub f of the Dutch Civil Code.

12.5 The absence of a right of withdrawal does not affect that returns shall only take place with the prior written consent of Ideas 4 Seasons.

Article 13 – Sanctions and Onward Supply

13.1 The Buyer warrants that the Products and/or technologies supplied by Ideas 4 Seasons will not, directly or indirectly, be supplied or exported to:

- (a) natural or legal persons located in, or for end use in: Belarus, Cuba, Iran, North Korea, Russia, Sudan, Syria, or the Russian-occupied territories of Ukraine (including the regions of Donetsk, Luhansk, Zaporizhzhia, and Kherson);
- (b) countries subject to export restrictions or sanctions under regulations of the European Union, the United Nations, the United Kingdom (OFSI) or the United States (including the OFAC SDN list);
- (c) parties listed on any relevant sanctions list issued by the above-mentioned authorities.



13.2 The Buyer undertakes to take reasonable and appropriate measures to prevent onward supply to the aforementioned parties or destinations.

13.3 Prior to any onward supply or resale, the Buyer shall verify whether the intended recipient or end user appears on the sanctions lists referred to in Article 13.1. In case of doubt, the Buyer must obtain written consent from Ideas 4 Seasons.

13.4 Breach of this provision constitutes a serious attributable breach and entitles Ideas 4 Seasons to terminate the Agreement with immediate effect and without prior notice of default, without any obligation to pay compensation.

13.5 If Ideas 4 Seasons is unable to deliver (further) due to sanctions legislation or export restrictions, the Buyer shall remain obliged to pay for Products already delivered and costs already incurred.

Article 14 – Intellectual Property

14.1 All intellectual property rights relating to designs, images, photographs, product information, texts, presentations, samples and other materials developed or provided by Ideas 4 Seasons vest in Ideas 4 Seasons, unless expressly agreed otherwise in writing.

14.2 Ideas 4 Seasons grants the Buyer a non-exclusive, non-transferable, royalty-free right of use to use the images, photographs and product information provided by Ideas 4 Seasons solely for the promotion and sale of the Products supplied by Ideas 4 Seasons.

14.3 The right of use referred to in Article 14.2 includes, inter alia, use on websites, webshops, social media, catalogues and other marketing and sales materials of the Buyer, provided such use is consistent with the identity of the Products and not misleading.

14.4 The Buyer is not permitted to use the materials referred to in Article 14.2 for other products or brands, to make them available to third parties, to sell them or otherwise exploit them, unless prior written consent has been obtained from Ideas 4 Seasons.

14.5 Ideas 4 Seasons reserves the right to withdraw the right of use referred to in this article if the Buyer acts in violation of these conditions or damages the reputation of Ideas 4 Seasons or its Products.



Article 15 – Privacy and Data Processing

15.1 Ideas 4 Seasons processes personal data of the Buyer and its contact persons exclusively in accordance with applicable laws and regulations, including the General Data Protection Regulation (GDPR).

15.2 Personal data are processed for the purpose of entering into and performing Agreements, maintaining and managing business relationships, invoicing, marketing and commercial activities, as well as compliance with statutory obligations.

15.3 Ideas 4 Seasons takes appropriate technical and organisational measures to protect personal data against loss, misuse and unauthorised access.

15.4 Further information on the processing of personal data, including purposes, retention periods, rights of data subjects and the use of cookies and analytical tools, is set out in the privacy statement of Ideas 4 Seasons as published on its website.

Article 16 – Governing Law and Jurisdiction

16.1 All legal relationships to which Ideas 4 Seasons is a party shall be governed exclusively by Dutch law.

16.2 Any disputes arising out of or in connection with these General Terms and Conditions or the Agreements to which they apply shall be submitted exclusively to the competent court of the District Court of The Hague, unless mandatory law provides otherwise.

16.3 In the event of any discrepancy or difference in interpretation between the Dutch and the English versions of these General Terms and Conditions, the Dutch version shall prevail.