

UPDATED TERMS AND CONDITIONS – JUNE 2025

These general terms and conditions (the “Terms”) govern all agreements under which Sempre In & Outdoor Living BV (“Sempre”) supplies goods and/or services to professional clients (the “Client”). These Terms prevail over any general terms or purchase conditions of the Client, unless expressly agreed otherwise in writing. Deviations are only valid if confirmed in writing by both parties.

1. SCOPE OF APPLICATION

These Terms apply to any agreement under which Sempre In & Outdoor Living BV (hereinafter “Sempre”) undertakes to supply goods and/or services to professional clients (hereinafter the “Client”).

These Terms shall in all cases have precedence over any general conditions of the Client, unless Sempre at the moment of acceptance of the order has explicitly and in writing, in part or in whole, accepted the conditions of the Client.

Exceptions to these Conditions can only be made if both parties have agreed thereto in writing.

2. PRODUCTION SERVICES

3.1. Where instructed to do so, Sempre produces tailor made interior design products on the basis of Designs (the “Products” and the “Production Services”).

3.2. Prior to manufacturing any Product, Sempre requires detailed and accurate information regarding the Designs and, if relevant, the location where the Products are to be used, such information to be submitted in writing, and including at least site dimensions critical for accurate production of built-in and freestanding design elements and accurately measured positions of services on site (floor, walls and ceiling). It is the sole responsibility of the Client to have the building site inspected by the site architect and/or coordinator and for any inaccuracies to be resolved and/or agreed upon by the Client prior to the beginning of the manufacturing of the Products. Sempre shall not be liable for any inaccuracies in the Products as a result of the Client having provided information untimely or inaccurately.

3.3. Sempre shall not be responsible for, and the Production Services shall not include (without limitation), transportation, delivery and installation of the Products and any preparatory works on the building site, the purchase or production of fixing

materials (screws, nails, metal plates etc.) or instruments required to affix the Products to the building site.

3.4. Sempre will perform an agreed upon number of site visits during the production stage. During these site visits, Sempre may, among other things, advise on the appropriate fixation methods of the Products on the installation grounds. It is the sole responsibility SCOPE OF APPLICATION These Terms apply to any agreement under which Sempre In & Outdoor Living BV (hereinafter “Sempre”) undertakes to supply goods and/or services to professional clients (hereinafter the “Client”). These Terms shall in all cases have precedence over any general conditions of the Client, unless Sempre at the moment of acceptance of the order has explicitly and in writing, in part or in whole, accepted the conditions of the Client. Exceptions to these Conditions can only be made if both parties have agreed thereto in writing. DESIGN SERVICES of the Client’s appointed architect/coordinator to agree upon any such fixation methods. Sempre shall not be liable for any damage to the building site arising out of the fixation of the Products.

3.5. Sempre shall ensure that each Product is made in accordance with the relevant Design. Client expressly acknowledges that small irregularities and differences are to be expected because each Product is handmade and therefore unique. Client also expressly acknowledges that Products in wood and other natural materials can show cracks and stains, and that the wood, metal, fabric or stone can present color differences, and that all of these are an inherent characteristic of the Designs and the materials. No such variations shall give rise to the right of the Client to a refund for or rejection of the Products.

3.6. All of the site building coordination is to be carried out by the Client’s appointed architect and/or coordinator. The contractor appointed by the Client is solely responsible for the installation on site and all necessary fixings prior to installation of the Products. The contractor shall be solely responsible for the operational methods, techniques, and sequence of procedures, safety precautions, proper execution of the work on time and remedying of defects in accordance with the terms of the contract between the contractor and the Client. Where the contractor designs any part of the work, the contractor shall be solely liable for any such design. The same conditions shall apply where more than one contractor is employed on separate trade contracts.

3.7. The Client, following liaison with Sempre, may conclude separate contracts with designers, consultants and specialized equipment suppliers. In this case Sempre will not be responsible for the fulfilment of the work within the scope of the responsibilities of consultants and suppliers (general inspection and performance of the work), directly appointed by the Client.

3.8. In relation to specialist trades and/or goods or services incorporated in building works, sub-contractors or suppliers may be appointed on the recommendation of, or

with the concurrence of, Sempre. Where such sub-contractors or suppliers design any part of the work the said sub-contractors or suppliers and not Sempre shall be responsible for such design.

3.9. Sempre may at all times amend its Product portfolio and the prices thereof and, accordingly, no order from or delivery to Client shall give the Client any absolute right to make future orders of the same Products at the same prices.

4. PRICES, ORDER CONFIRMATION & PAYMENTS

4.1. All prices are stated in euros (EUR), exclusive of VAT, duties, and any applicable taxes.

4.2. Prices are quoted Ex Works (Incoterms 2010), and exclude the following unless otherwise agreed in writing:

- modifications outside the confirmed scope or timeline,
- visual renderings or 3D presentations,
- Client-requested travel,
- on-site supervision or coordination,
- delivery or freight costs,
- printing, courier, or custom packaging services.

4.3. Storage charges for delayed collection (per m²/pallet per week):

- Weeks 0–2: free
- Weeks 2–3: €10
- Weeks 3–4: €20
- Week 4- ? : €30

4.4. Sempre reserves the right to adjust its prices in line with fluctuations in indexation, raw material, labour, or logistics costs. Price adjustments apply only to future orders.

4.5. Orders are confirmed only upon receipt of a 50% advance payment of the pro forma invoice, payable within 7 calendar days of order placement.

4.6. Orders are shipped upon receipt of the balance payment of 50%, payable within 7 calendar days of order placement.

4.7. All payments must be made via bank transfer, referencing the invoice number. Bank fees and transaction charges are at the the Client's account and responsibility.

4.8. Ownership of goods transfers to the Client only after full payment of the goods has been received. Products will not be dispatched or made available for pick-up until all due payments are settled. In case goods are not paid within due time, we refer to article 4 below for additional storage charges

5. 5. LEAD TIMES

5.1. All lead times are indicative and non-binding.

5.2. Manufacturing and delivery times will be agreed upon between Sempre and the Client. Lead times are non-binding and solely indicative. The Client shall have no right to any compensation or to cancel any outstanding order as a result of the agreed upon lead times not being respected due to unforeseen circumstances and/or force majeure.

6. 6. TRANSPORT & STORAGE

6.1. All deliveries are Ex Works (Incoterms 2010). Sempre may assist in arranging transport upon request, but bears no liability for damage incurred during transport.

6.2. The Client must arrange for timely collection of goods. Storage beyond two weeks from the availability date will incur fees as set out in article 4.3.

6.3. Orders via Sempre's online store are binding. If the Client insists on cancelling an order before shipment of the goods, Sempre will refund the Client, less a cancellation fee of 20% of the total order amount. Transport costs, import duties and other non-product related costs, if already incurred at the , are not refunded. The aforementioned cancellation fee does not affect Sempre's right to claim higher damages if actual costs exceed the cancellation fee of 20%.

7. 7. COMPLAINTS & RETURNS

7.1. Complaints must be submitted in writing within seven (7) calendar days of delivery or discovery of hidden defects.

7.2. Returns require prior written approval. Returned items must be in original condition and packaging, free from any damage or signs of use.

7.3. Prior to returning goods please contact us by email at info@sempre.be.

7.4. Goods must be returned as soon as possible, which should be, in any case, within 14 days from the date you notified us of your decision to return your items.

7.5. Return shipping shall be at the Client's expense. If the Client is returning faulty or damaged goods we will take care of shipping costs.

7.6. Goods should be returned by using or including their original packaging, along with the instructions and any documents sent with the goods, whenever possible. Goods should be carefully packed and should include your printed order confirmation or receipt to the package. Goods should be returned to the following address: SEMPRE IN & OUTDOOR LIVING BV, Grensstraat 18, B2270 Herenthout, Belgium.

7.7. Personalised goods or goods that you unsealed/used after delivery and which cannot be returned for hygiene or health & safety reasons (for instance but not limited to wooden, rattan, stone tableware) cannot be returned.

7.8.

In case of cancellation of an order, a cancellation fee of 20% of the agreed total will be charged. In addition, any transaction fees charged by the payment provider will also be deducted from the refundable amount.

Refunds will only be issued if the returned goods (i) have not been used, (ii) are in the exact same condition as received, and (iii) are undamaged. If these conditions are met, we will process the refund as soon as possible using the same payment method. No refund will be given if any of the above conditions are not met. You will not incur any fees related to the refund transaction itself, aside from the above-mentioned deductions.

7.9. Damaged or faulty goods will be replaced as soon as possible. Please contact us by email at info@sempre.be.

8. 8. WARRANTY

8.1. Sempre offers a 6 months warranty on manufacturing defects from the date of delivery.

8.2. During the warranty period, Sempre may, at its discretion, repair or replace defective Products.

8.3. Warranty is void in the following cases:

- unauthorized alterations or repairs;
- failure to report or limit damage within the delay set forth in Article 7;
- refusal to grant Sempre access for inspection or repairs;
- improper treatment with maintenance or protective products, coatings, sealers, foils, detergents etc.;
- misuse (indoor/outdoor and vice versa for instance);
- improper maintenance;
- normal wear and tear or external causes such as impact, corrosion, or exposure.

9. 9. LIMITATION OF LIABILITY

9.1. Sempre is not liable for damage resulting from misuse, neglect, improper installation, or external factors such as corrosion or impact.

9.2. Sempre's liability is strictly limited to repair, replacement, or refund of the defective Products, at its sole discretion.

9.3. Sempre shall not be held liable for any indirect, consequential, or financial losses, including but not limited to lost profits, lost data, reputational damage, or transport costs, except in cases of proven fraud or gross negligence.

10.10. INTELLECTUAL PROPERTY

10.1. All intellectual property rights related to the Designs, Products, and related documents remain the exclusive property of Sempre.

10.2. The Client receives a limited, non-exclusive, non-transferable license to use the Designs solely for the intended project. Reproduction, distribution, or disclosure to third parties requires Sempre's prior written consent.

11.11. GOVERNING LAW & JURISDICTION

These Terms shall be governed exclusively by Belgian law. Any disputes arising from these Terms or related agreements shall fall under the exclusive jurisdiction of the Belgian courts of Antwerp (division Antwerp).

By placing the order, the Client accepts these general Terms without any restriction or reserve, even where they are in contradiction with the Client's own terms. These Terms are subject to change.

EN: By agreeing to these general terms the client also confirms to understand them.

NL: Door zich akkoord te verklaren met deze algemene voorwaarden bevestigt de klant dat hij ze ook begrijpt.

FR : En acceptant ces conditions générales, le client confirme de les comprendre.

DE: Mit der Zustimmung zu diesen Allgemeinen Geschäftsbedingungen bestätigt der Kunde, dass er diese versteht.

ES : Al aceptar estas condiciones generales, el cliente confirma que las entiende.

PT : Ao concordar com estes termos e condições gerais, o cliente confirma que os compreende.

IT : Accetando le presenti condizioni generali, il cliente conferma di averle comprese.