

General Terms and Conditions – Ervesto

Table of Contents:

Article 1 - Definitions

Article 2 - Identity of the entrepreneur

Article 3 - Applicability

Article 4 - The offer

Article 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Obligations of the consumer during the cooling-off period

Article 8 - Exercise of the right of withdrawal by the consumer and its costs

Article 9 - Obligations of the entrepreneur upon withdrawal

Article 10 - The price

Article 11 - Delivery and execution

Article 12 - Continuous transactions: duration, termination, and renewal

Article 13 - Payment

Article 14 - Complaint procedure

Article 15 - Disputes & Complaints Procedure (ODR)

Article 16 - Warranty exceptions

Article 17 - Additional or deviating provisions

Article 1 – Definitions

In these terms and conditions, the following definitions apply:

Additional agreement: an agreement whereby the consumer acquires products, digital content, and/or services in connection with a distance contract, and these goods, digital content, and/or services are supplied by the entrepreneur or by a third party based on an agreement between that third party and the entrepreneur;

Cooling-off period: the period during which the consumer can exercise their right of withdrawal;

Consumer: the natural person who does not act for purposes related to their trade, business, craft, or profession;

Day: calendar day;

Digital content: data produced and supplied in digital form;

Continuous agreement: an agreement aimed at the regular supply of goods, services, and/or digital content over a specified period;

Durable medium: any tool - including email - that allows the consumer or entrepreneur to store information personally addressed to them in a way that future consultation or use for a period tailored to the purpose for which the information is intended is possible, and that allows unaltered reproduction of the stored information;

Right of withdrawal: the consumer's ability to withdraw from the distance contract within the cooling-off period;

Entrepreneur: the natural or legal person who offers products, (access to) digital content, and/or services to consumers at a distance;

Distance contract: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for the distance sale of products, digital content, and/or services, whereby exclusive or partial use is made of one or more techniques for distance communication up to and including the conclusion of the contract;

Model withdrawal form: the European model withdrawal form included in Annex I of these terms and conditions. Annex I does not need to be provided if the consumer has no right of withdrawal regarding their order;

Technique for distance communication: a means that can be used for concluding a contract without the consumer and entrepreneur needing to meet simultaneously in the same space.

Article 2 - Identity of the entrepreneur

Ervesto V.O.F. trading under the name: www.ervesto.com

Business address: van Hogedroplaan 180

3135CM Vlaardingen, Netherlands

Visiting address: same as business address. Meetings are by appointment only via email and/or telephone.

Accessibility: Monday to Friday from 09:00 to 17:00

Telephone contact: If we miss your call, we will return your call as soon as possible. If we have your email, we will schedule a call appointment to give you the time you need.

Email: info@ervesto.com

Chamber of Commerce number: 76184064

VAT number: NL860537973B01

Article 3 – Applicability

These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate how the general terms and conditions can be inspected and that they will be sent free of charge upon the consumer's request. If the distance contract is concluded electronically, these terms can be provided electronically in a way that allows the consumer to store them on a durable medium. If this is not possible, it will be indicated where these terms can be reviewed electronically and that they will be sent electronically or otherwise free of charge at the consumer's request. If specific product or service conditions apply alongside these general terms, the consumer can always rely on the provision that is most favorable to them in case of conflicting conditions.

Article 4 - The offer

If an offer is valid for a limited period or is subject to conditions, this will be explicitly stated in the offer. The offer will include a full and accurate description of the offered products, digital content, and/or services. This description will be detailed enough for the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these will be a truthful representation of the offered products, services, and/or digital content. Apparent mistakes or errors in the offer will not bind the entrepreneur. Each offer will include enough information for the consumer to be aware of the rights and obligations attached to accepting the offer.

Article 5 - The Agreement

The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the associated conditions. If the consumer has accepted the offer electronically, the entrepreneur will promptly confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. The entrepreneur may, within legal frameworks, investigate whether the consumer can fulfill their payment obligations, as well as all facts and factors that are important for responsibly concluding a distance agreement. If the entrepreneur has good grounds, based on this investigation, to not enter into the agreement, he is entitled to refuse an order or request, or to attach special conditions to the execution. The entrepreneur will provide the following information to the consumer at the latest upon delivery of

the product, service, or digital content, either in writing or in a manner that allows the consumer to store it on a durable medium:

the visiting address of the entrepreneur's business where the consumer can lodge complaints;

the conditions under which and the method by which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

the information about warranties and existing after-sales services;

the price, including all taxes, of the product, service, or digital content; the delivery costs, if applicable; and the payment, delivery, or execution method of the distance contract;

the conditions for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;

if the consumer has a right of withdrawal, the model withdrawal form. In the case of a long-term transaction, the provisions in the previous paragraph only apply to the first delivery.

Article 6 – Right of Withdrawal

For products:

The consumer can dissolve an agreement concerning the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but the consumer is not obliged to state their reasons. The consumer will bear the return shipping costs unless the product is defective. The cooling-off period referred to in paragraph 1 starts the day after the consumer, or a third party designated by the consumer who is not the carrier, receives the product, or:

if the consumer ordered several products in one order: the day on which the consumer, or a third party designated by them, received the last product. The entrepreneur may refuse an order for multiple products with different delivery times, provided they clearly informed the consumer about this before the ordering process.

if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by them, received the last shipment or part.

for agreements concerning regular delivery of products over a certain period: the day on which the consumer, or a third party designated by them, received the first product.

For services and digital content not supplied on a tangible medium:

The consumer can dissolve a service agreement and an agreement for the supply of digital content not supplied on a tangible medium within at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but the consumer is not obliged to state their

reasons. If the consumer exercises their right of withdrawal, the costs of returning the products are free of charge. The cooling-off period referred to in paragraph 3 starts the day after the agreement is concluded. If the consumer has paid an amount, the entrepreneur will refund this amount within 14 days after the withdrawal, provided the product has been received in full by the entrepreneur.

Article 7 - Obligations of the Consumer During the Cooling-Off Period

During the cooling-off period, the consumer will handle the product and its packaging with care. The consumer will only unpack or use the product to the extent necessary to determine the nature, characteristics, and functioning of the product. The principle is that the consumer may only handle and inspect the product as they would be allowed to do in a physical store. The consumer is only liable for depreciation of the product if such depreciation results from handling the product in a way that goes beyond what is allowed in paragraph 1. The consumer is not liable for depreciation of the product if the entrepreneur did not provide all legally required information about the right of withdrawal before or at the conclusion of the agreement. If the consumer exercises the right of withdrawal, the costs of returning the products will be borne by the consumer.

Article 8 - Exercise of the Right of Withdrawal by the Consumer and Its Costs

If the consumer exercises the right of withdrawal, they must notify the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unequivocal manner. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer must return the product, or hand it over to (a representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product themselves. The consumer has observed the return period if they return the product before the cooling-off period has expired. The consumer must return the product with all delivered accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer. The consumer bears the direct costs of returning the product. If the consumer exercises the right of withdrawal, any supplementary agreements will be automatically dissolved by law.

Article 9 - Obligations of the Entrepreneur Upon Withdrawal

If the entrepreneur enables electronic notification of withdrawal by the consumer, they will promptly send an acknowledgment of receipt after receiving this notification. The entrepreneur will reimburse all payments made by the consumer, excluding any delivery costs charged by the entrepreneur for the returned product, promptly but within 14 days following the day on which the consumer notifies the entrepreneur of the withdrawal. Unless the entrepreneur offers to collect the product themselves, they may withhold repayment until they have received the product or until the consumer has provided proof of return, whichever is earlier. The entrepreneur will use the same payment method

for the refund that the consumer used, unless the consumer agrees to a different method. The refund is free of charge for the consumer. If the consumer chose a more expensive method of delivery than the cheapest standard delivery, the entrepreneur is not required to refund the additional costs.

Article 10 - The Price

Price increases within 3 months after the conclusion of the agreement are only allowed if they result from legal regulations or provisions. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:

they are the result of legal regulations or provisions; or

the consumer has the right to terminate the agreement as of the day on which the price increase takes effect.

The prices stated in the offer of products or services include VAT. Any delivery costs are included in the price unless otherwise specified. For subscriptions and delivery contracts, the duration and costs (e.g., per week, month, or quarter) will be agreed upon with the customer based on their preferences and the entrepreneur's flexibility. The subscription will expire on the agreed date. If applicable, the customer will be timely reminded of a renewal. The cancellation of a subscription is done in consultation with the entrepreneur. If the entrepreneur faces excessive financial burden due to ignorance of contract breach, the costs will be passed on to the consumer.

Article 11 - Delivery and Execution

The entrepreneur will take the utmost care when receiving and executing orders for products and when assessing applications for the provision of services. The place of delivery is the address provided by the consumer to the entrepreneur. Subject to what is stated in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders with due speed but no later than 30 days, unless a different delivery period has been agreed upon. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be informed within 30 days of placing the order. In such cases, the consumer has the right to terminate the contract without incurring any costs. After termination in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 14 days after termination. The risk of damage and/or loss of products lies with the entrepreneur until the moment of delivery to the consumer or a pre-designated and notified representative, unless otherwise explicitly agreed.

Article 12 - Continuous Transactions: Duration, Termination, and Renewal

Termination:

The consumer can terminate an agreement concluded for an indefinite period and which extends to the regular delivery of products (including electricity) or services, at any time, subject to agreed termination rules and a notice period not exceeding one month.

The consumer can terminate an agreement concluded for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time at the end of the specified term, subject to agreed termination rules and a notice period not exceeding one month.

The consumer can terminate the agreements mentioned in the previous paragraphs:

at any time and not be limited to termination at a specific time or in a specific period;

at least in the same way as the agreements were entered into;

always with the same notice period as the entrepreneur has stipulated for themselves.

Renewal:

An agreement concluded for a definite period and which extends to the regular delivery of products (including electricity) or services, may not be tacitly renewed or extended for a fixed term.

In deviation from the previous paragraph, an agreement concluded for a definite period and which extends to the regular delivery of daily, news, and weekly newspapers and magazines may be tacitly renewed for a fixed period of up to three months, if the consumer can terminate the extended agreement at the end of the extension period with a notice period not exceeding one month.

An agreement concluded for a definite period and which extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may terminate it at any time with a notice period not exceeding one month. The notice period is a maximum of three months if the agreement extends to the regular, but less than monthly, delivery of daily, news, and weekly newspapers and magazines.

A trial or introductory subscription to daily, news, and weekly newspapers and magazines (trial or introductory subscriptions) will not be tacitly renewed and will automatically end after the trial or introductory period.

Duration:

If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period not exceeding one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 13 – Payment

Unless otherwise provided in the agreement or additional conditions, the amounts due by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period, within 14 days after the conclusion of the agreement. In the case of an agreement to provide a service, this period starts on the day after the consumer receives the confirmation of the

agreement. The consumer has the duty to report inaccuracies in payment details provided or stated to the entrepreneur without delay. If the consumer fails to meet their payment obligation(s) on time, after being notified by the entrepreneur of the late payment and after being given a period of 14 days to meet the payment obligations, the consumer will owe statutory interest on the outstanding amount and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by the entrepreneur. These collection costs amount to a maximum of:

15% on outstanding amounts up to €2,500;

10% on the following €2,500; and

5% on the next €5,000, with a minimum of €40.

The entrepreneur may deviate from the stated amounts and percentages in favor of the consumer.

Article 14 – Complaint Procedure

Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days after the consumer has discovered the defects. Complaints submitted to the entrepreneur will be responded to within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within the 14-day period with an acknowledgment of receipt and an indication of when the consumer can expect a more detailed response. If the complaint is deemed justified by the entrepreneur, the entrepreneur will, at its discretion, replace or repair the delivered products.

Article 15 – Disputes & Complaints Procedure (ODR)

Contracts between the entrepreneur and the consumer to which these general terms and conditions relate are exclusively governed by Dutch law, even if the consumer resides abroad. In case something does not go as planned, we recommend that you first submit complaints to us by emailing info@ervesto.com. From February 15, 2016, it is also possible for EU consumers to register complaints via the European Commission's ODR platform, which can be found at <http://ec.europa.eu/odr>. If your complaint has not been dealt with elsewhere, you are free to submit it through the European Union platform.

Article 16 – Warranty Exceptions

Warranty on Wood

Wood is a natural product and always shows some degree of movement, though often minimal and invisible. We carefully dry the wood to an appropriate moisture level to minimize problems. It is important to understand that wood, as a natural product, can react to the conditions in your home, especially during seasonal changes. As a result, warping and cracking may occur, for which we cannot provide a guarantee. The good news is that visible effects often diminish once humidity returns to normal. Should you encounter problems, please don't hesitate to contact us.

Stable Humidity in Your Home: Tips for Wooden Furniture

The ideal humidity level in your home varies between 40% and 60%, with wooden furniture thriving at a humidity level between 50% and 60%. A low humidity level can cause irritation to the eyes and respiratory tract. In addition, sensitive wooden furniture may shrink or split. On the other hand, high humidity can be harmful to both your health and your furniture, as it promotes mold growth.

If you have any further questions, feel free to contact us via info@ervesto.com.

Article 17 – Additional or Deviating Provisions

Any additional or deviating provisions from these general terms and conditions must not be detrimental to the consumer and must be recorded in writing or in a manner that allows the consumer to store them on a durable medium.