

FAAS GENERAL TERMS AND CONDITIONS OF CIRCULAR INTERIORS B.V.

1. DEFINITIONS

1.1 In these General Terms and Conditions the following terms, whether used in the singular or the plural, and indicated in a capital letter have the following meanings:

Circular Interiors:	Circular Interiors B.V.
Offer:	An automatically generated offer with specified furniture or interior design products that Circular Interiors grants in use to User.
FaaS:	“Furniture as a Service”, a service by which Circular Interiors grants the use of Products it owns to User for a duration to be agreed between the Parties in exchange for payment of the Use Fee. After the agreed duration, User must return the Products to Circular Interiors.
Use Fee:	The monthly fee for the use of the Products as agreed in the FaaS Contract.
Initial Contract Duration:	The estimated term of the use of the Products by User as set out in the FaaS Contract, with a minimum duration of 24 months.
User:	The legal or natural person acting in the performance of a profession or conduct of a business and entering into a FaaS Contract with Circular Interiors.
FaaS Contract:	The agreement for FaaS by which Circular Interiors grants the use of Products it owns to User for a duration to be agreed between the Parties in exchange for payment of the Use Fee.
Product:	The furniture or interior design products specified in the FaaS Contract and/or Offer that Circular Interiors grants in use to User.

2. GENERAL

- 2.1 These General Terms and conditions apply to all quotes, offers and FaaS Contracts resulting from them and entered into between Circular Interiors and User.
- 2.2 Departures from and supplements to the FaaS Contract only apply if agreed in writing between Circular Interiors and User, either as a contract amendment or in a new FaaS Contract, excepting as described in the provisions of article 2.3. Any arrangements made in departure therefrom do **not** automatically apply to any other existing or future FaaS Contract.
- 2.3 Circular Interiors is entitled to unilaterally amend these general terms and conditions. Circular Interiors is obliged to notify User of any such amendment in a timely manner in advance of the amendment becoming effective.
- 2.4 Quotes and offers extended by Circular Interiors are non-obligational. Until the moment of signing of the FaaS Contract, Circular Interiors may opt against entering into the contract without being obliged to pay User compensation in any amount for doing so.
- 2.5 Product information indicated in the catalogues, images, drawings, standard sheets, etc. is only indicative and non-binding excepting insofar as explicitly set out in a FaaS Contract, without prejudice to User’s responsibility for the information to be provided by User. Circular Interiors reserves the right to allow minor discrepancies in dimensions, or in construction or parts used, for the purposes of proper performance.

- 2.6 The offer issued as well as all designs, drawings, scenarios and presentations provided by Circular Interiors or a third party engaged by Circular Interiors remain the property of Circular Interiors and in the event that no FaaS contract is concluded must be immediately returned to Circular Interiors. No element or component of these items may be used and/or copied or duplicated in any other manner or disclosed to third parties without the explicit permission of Circular Interiors.

3. RIGHTS RELATING TO THE PRODUCTS

- 3.1 Upon the start of the FaaS services and for the entire duration of the FaaS services, the Products are the property of Circular Interiors, both in the legal sense and for tax purposes. Circular Interiors provides only the use of the Products to User.
- 3.2 Circular Interiors is authorized to place markings on the Products to indicate that the owner of the Products is Circular Interiors or a third-party owner. User must ensure that such markings remain properly readable.
- 3.3 User must refrain from any conduct that might infringe upon the ownership rights or any other rights of Circular Interiors. User may not exercise rights of disposition over the Products or encumber the Products with restricted rights. This means, in part, that User may not sell, pledge, rent out, or otherwise grant rights of use to the Products to third parties.

4. ASSEMBLY AND USE

- 4.1 Circular Interiors or the third party engaged by Circular Interiors will provide for the transport, installation and assembly of the Products at the location desired by User as indicated in the FaaS Contract.
- 4.2 The installation and/or assembly activities will be assumed to be permissible under normal working conditions and during normal working hours. If any or all of the activities must be performed outside normal working hours, Circular Interiors is authorized to apply a surcharge to be billed to User.
- 4.3 User must verify the dimensions and information indicated in the Offer at the actual work location. The assessment of the suitability of the construction of the building in which the Products are to be assembled is a responsibility of User.
- 4.4 Without prejudice to the provisions of paragraph 1, User must ensure, at its own expense and risk:
- a. that work required and not falling under the task of Circular Interiors, such as electrical work, demolition work, bricklaying, concrete work, plastering, painting, and/or other such activities are performed correctly and in a timely manner prior to the scheduled moment of delivery.
 - b. that power for lighting and high-voltage current is available within a reasonable distance, that the materials to be supplied by User or third parties are present in the vicinity of the work location in question, and that the spaces where the work must be performed are clean, dry and adequately heated.
 - c. that the Products can be transported to the place of assembly with a lift of adequate size for rolling platforms or pallet jacks. Other work by third parties and User must not interfere with the undisturbed process of transport through the building and/or the assembly following transport.
 - d. that the Products delivered to the location but not yet assembled, as well as the tools, can be stored in lockable spaces suitable for the storage of these Products and tools. If User is negligent in the fulfilment of the requirements described above, Circular Interiors is authorized to suspend the performance of the work and charge on all resulting additional costs incurred by Circular Interiors to User.
- 4.5 If Circular Interiors will be providing User with the use of pre-used Products, this will be stated in the FaaS Contract. In that event, Circular Interiors and User will establish the state of the Products at the moment of placement and assembly. This indication will not be given where new Products are to be provided or where the status of on delivery is “as good as new”.

- 4.6 The Products may only be relocated with the permission of Circular Interiors by Circular Interiors or its designated third parties, excepting where other arrangements are made in specific cases. For this work, Circular Interiors will charge a fee as specified for such cases in the offer issued by Circular Interiors.
- 4.7 If during the term of a FaaS Contract User requests permission to use the Products in a different location in the Netherlands, then Circular Interiors will only refuse to cooperate where doing so would compromise the reasonable interests of Circular interiors. Further conditions upon this cooperation may be set where there are grounds to do so.
- 4.8 The Products to be granted in use are exclusively intended for use as furnishing of a work environment. User will ensure that the Products are used in this manner and in accordance with their functionality and that the Products are treated with care. User bears the responsibility for keeping the Products in a good state of maintenance.
- 4.9 User will be provided with user guides for the Products in electronic format. User will make these user guides conveniently available to the actual users of the Products and will promote the proper use of the Products. User will ensure that the Products are used in accordance with these user guides.
- 4.10 User may not make temporary or permanent modifications to the Products. If modifications to the Products are desired, User will enter into consultations with Circular Interiors on these modifications.

5. DURATION OF USE AND AUTOMATIC EXTENSION OF USE

- 5.1 The Initial Contract Duration is set out in the FaaS Contract. The minimum Initial Contract Duration will be 24 months.
- 5.2 After the end of the Initial Contract Duration, the period of use is automatically extended, and the Use Fee for the Initial Contract Duration as agreed in the matrix calculation that makes up a part of the FaaS Contract will be paid in accordance with article 7. Upon termination of the FaaS Contract, the actual contract duration ("actual duration") will be determined and the Use Fee will be derived accordingly the calculation example in the FaaS Contract. If a portion of the Use Fee is to be returned, then within four (4) weeks after return of the Products Circular Interiors will send User a final settlement.
- 5.3 User is authorized to terminate the FaaS Contract after 24 months and prior to the expiry of the Initial Contract Duration in writing in observance of a notice period of one full calendar month. In the event that the actual duration is shorter than the Initial contractual duration, then Circular Interiors will calculate the corresponding Use Fee in accordance with the calculation example provided in the FaaS Contract. The outstanding Use Fee to be paid by User to Circular Interiors on the basis of this calculation will be collected under the direct debit authorization as agreed in article 7.
- 5.4 Partial termination of the FaaS Contract is possible with the consent of Circular Interiors in writing; in that event Circular Interiors reserves the right to apply a surcharge as a result of nonstandard transport, disassembly and removal costs.
- 5.5 The FaaS Contract will state a start date or delivery date of the Products. This is the date on which the use period commences. As from that date, under the FaaS Contract User is obliged to pay the fees owed to Circular Interiors. As from the delivery, User bears the full risk for the Products.
- 5.6 Circular Interiors will endeavour to provide the actual use of the Products to User as from the date referred to in article 5.5. This date is not considered to be a strict deadline. If it becomes evident that a circumstance has arisen as a result of which the Products can only be delivered to User later and that the actual use of the Products by User can only commence as from a date, then Circular Interiors will inform User thereof as quickly as possible. In that event User will be informed of a new delivery date as quickly as possible. The use period then commences on the date on which the Products can actually be delivered to User.
- 5.7 Circular Interiors reserves the right to grant User the use of the Products in partial deliveries. In such cases, arrangements on the consequences of doing so for the completion of delivery and the date on which the right of use commences will be made in proper consultation between Circular Interiors and User.

- 5.8 If it becomes apparent that User cannot take actual delivery of the Products on the date referred to in article 5.5 due to circumstances attributable to User (including, but not limited to, delay in the completion/occupancy of User's business premises), then despite these circumstances the use period commences on the specified delivery date. User will inform Circular Interiors as quickly as possible of any such delays, and User and Circular interiors will then enter into consultations on another date for the delivery of the Products. In that event User will compensate Circular Interiors for reasonable costs for the temporary storage of the Products.

6. SURRENDER OF PRODUCTS UPON END OF RIGHT OF USE

- 6.1 Upon the end of the right of use and/or termination of the FaaS Contract, User will immediately make the Products, in the condition in which they were provided in use to User (allowing for normal wear-and-tear) and in transport-ready state, to Circular Interiors. If User indicates that it does not wish to return the Products or if Circular Interiors has reasonable grounds to assume that User will not return the Products, Circular Interiors is entitled to enter the location where the Products are found and to repossess the Products. Costs incurred as a result will not be borne by Circular Interiors.
- 6.2 User is obliged to return the Products at a location and at a time specified by Circular Interiors:
- In the same state as the Products were found at the start date of the use of the Products, allowing for normal wear-and-tear or obsolescence.
 - Including the maintenance logs for the Products print if applicable).
 - And, if so requested by Circular Interiors, with a declaration that (i) the Products have been used in accordance with the instructions and user guides for the Products.
 - The return of the Products will be documented in a report that must be signed by an agent of Circular Interiors and by User. In the event of a dispute concerning the technical and apparent physical condition of the Products, an accredited appraiser will be engaged.
- 6.3 If the Products are not surrendered or returned in a timely manner, User owes to Circular Interiors a compensation calculated on the basis of the Use Fee. The minimum amount of this compensation will be one monthly payment instalment. If the delay lasts longer than one month, subsequent monthly payment instalments will be charged. This compensation will also be incurred if a portion of the Products are surrendered. In addition, Circular Interiors has the right to seek compensation of damages.
- 6.4 If the Products do not meet the requirements stipulated in article 6.2, then Circular Interiors is authorized to have any repair work and/or overdue maintenance work performed at User's expense. In the event that repair and/or overdue maintenance of any or all of the Products entails disproportionate expenses, User is obliged to compensate Circular Interiors for the loss of value of the Products as established by the sworn expert.

7. FEES

- 7.1 For the use of the Products, User owes a Use Fee to Circular Interiors. The amount of the Use Fee to be paid monthly will be set out in the FaaS Contract in question. This amount will be payable in advance by direct debit. The fee that User owes as a result of a shorter actual duration as set out in article 5.3 will also be collected via direct debit.
- 7.2 Any other costs incurred by User will be set out in the individual FaaS Contract.
- 7.3 All amounts owed by User under the FaaS Contract will be increased/supplemented by any taxes and levies incurred thereon, including but not limited to turnover tax (VAT).
- 7.4 User is not authorized to deduct any claims it may have from amounts it owes to Circular Interiors. Circular Interiors is at all times authorized to deduct any amounts owed by User to Circular Interiors from claims against Circular Interiors.
- 7.5 In the event that a payment deadline is exceeded, User is in breach of contract by operation of law without any notice of default being required. In that event, as from the date of breach of contract User owes late payment interest in the amount of 1% per month, with a portion of being counted as a whole month. At the end of each year the amount on which the interest will be calculated will be increased by the interest incurred over that year. If User fails to meet its payment obligations in a timely manner, it also owes extrajudicial collection costs.
- 7.6 All monthly amounts owed by User under a FaaS Contract, as well as the fees charged by Circular Interiors for additional services relating to the Products, will normally be invoiced to User by Circular Interiors in a single total invoice.

- 7.7 Payments by User will in all cases first be applied towards payment of all interest and costs incurred, then to exigible invoices in descending order of length of exigibility, even if User indicates that the payment refers to a later invoice.
- 7.8 Upon demand by Circular Interiors, User is obliged to furnish security, immediately and in the form desired by Circular Interiors, and to supplement security as required for all present and future obligations of User towards Circular Interiors. As long as User does not meet this obligation, Circular Interiors is authorized to suspend all obligations.
- 8. MAINTENANCE BY USER AND DAMAGE TO PRODUCTS**
- 8.1 User is responsible towards Circular Interiors to, at its own expense, keep the Products clean and to perform normal preventive maintenance on the Products.
- 8.2 User is liable towards Circular Interiors for all damage to and/or loss of the Products in whole or in part due to any cause whatsoever.
- 8.3 User will report any damage to or defects in the Products to Circular Interiors immediately. After such a report, an assessment will be made of whether and within what time frame repair of the damage or remedy of the defect will be necessary for continued use by User and which party will bear the expense and risk of repair or remedy. Circular Interiors is authorized, but not obliged, to replace one or more Products.
- 8.4 User's liability is not limited to the amount of a payment under any damages insurance contracted by and/or on behalf of User. In the event of liability of User, the actual damages suffered by Circular Interiors must be compensated.
- 9. INSURANCE OF CIRCULAR INTERIORS**
- 9.1 Circular Interiors has contracted building contents insurance for the Products that User acquires the use of under a FaaS Contract. The insurance is in accordance with normal standards of the industry – and accordingly will, at a minimum, comprise coverage of damage to and loss of the product as a result of fire, explosion, water damage, theft, etc. Circular Interiors will be able to furnish an insurance certificate demonstrating that this insurance has been contracted if so requested by User.
- 9.2 The delivery location agreed in the FaaS Contract will be registered as the location on Circular Interiors' policy.
- 9.3 At User's request, Circular Interiors will provide the general terms and conditions or other conditions of the insurer to User.
- 10. EXCLUSION OF LIABILITY**
- 10.1 Excepting in cases of intent or gross negligence on the part of Circular Interiors and/or the third parties engaged by Circular Interiors and the applicability of the statutory provisions of product liability as established by the implementation of the relevant EU directive, all liability of Circular Interiors, including but not limited to liability for consequential loss, other indirect damages (including trading losses) and damages resulting from liability towards third parties, is excluded. This clause will not be invoked in a situation in which invoking this clause would lead to a result unacceptable according to the standards of reasonableness and fairness.

10.2 Any losses by User and third parties, including employees of User, as a result of the performance of a FaaS Contract (this including the actual use of the Products) will not under any circumstances be for the expense and risk of Circular Interiors. User is independently liable for any claims of third parties relating thereto and for damages resulting from acts or omissions of User or from unsafe situations in User's work environment. User will indemnify Circular Interiors for any such claims.

10.3 Insofar as despite this, liability of Circular Interiors should be established, this liability is limited to compensation of only the damages up to a maximum amount equal to the fees paid by User during a single calendar year under the FaaS Contract, and is maximized at the amount paid under a liability insurance of Circular Interiors.

11. TERMINATION OF FAAS CONTRACTS

11.1 If one or more of the situations listed below or any similar situation arises, Circular Interiors is entitled to terminate any FaaS Contract with immediate effect by means of notice in writing:

- (i) Failure by User in the fulfilment of any obligation under these General Terms and Conditions and/or a FaaS Contract, for example, the late payment or failure to make payment of any payment obligation.
- (ii) Application for provisional or definitive suspension of payments by User or submission of a request for the declaration of bankruptcy of User (either by a creditor or User's on application thereto).
- (iii) An attempt towards and/or an actual agreement on a debt restructuring scheme or a composition with regard to the debts of User (either at User's initiative or an attempt by other stakeholders to reach such an arrangement).
- (iv) If User's "403-declaration" expires or is revoked without equivalent security being furnished in its place.
- (v) In the event of a change of the business/economic or other circumstances of User that in the reasonable opinion of Circular Interiors is such that there are reasonable grounds to doubt proper performance of User's obligations.

11.2 In the event of cancellation on the basis of this article 11.1, User's right of use of the Products ends immediately and User must surrender the Products immediately.

11.3 User will immediately inform Circular Interiors of any of the circumstances as referred to in this article 11.1.

11.4 If a FaaS Contract is cancelled on the basis of article 11.1, User still owes all amounts of all monthly Use Fees incurred up to that point. In addition, all monthly fees still to be incurred under the FaaS Contract in question are immediately exigible. Beyond this, Circular Interiors is entitled to seek compensation of all damages.

12. NON-ATTRIBUTABLE FAILURE (FORCE MAJEURE) OF CIRCULAR INTERIORS AND/OR USER

12.1 In the event of force majeure, the party to the FaaS Contract affected by the situation of force majeure is entitled to either suspend performance of the obligations towards the other party or to rescind the FaaS Contract in question in whole or in part without judicial intervention and without being obliged to pay any compensation towards the other party or any third parties, this choice at the discretion of the party affected by the situation of force majeure.

12.2 Force majeure includes, but is not limited to: any circumstance beyond the control of Circular Interiors or User, or any circumstance not reasonably predictable by Circular Interiors or User, that prevents the fulfilment of the obligations of a FaaS Contract, either temporarily or permanently. Such circumstances include, but are not limited to: war, risk of war, riots, other disturbances of public order, fire, natural disasters, strike, restrictive governmental measures or other governmental measures affecting performance, the failure to acquire required permits, business disruptions, or full or partial default by third parties from which Products are procured.

13. APPLICABLE LAW AND COMPETENT COURT

13.1 These FaaS General Conditions and the FaaS Contract are governed by the law of the Netherlands.

13.2 Any disputes concerning matters to which these FaaS General Conditions apply will be submitted to the competent court in the district of Amsterdam.