

General conditions of sales

Price list 2023 - USD excl. V.A.T. - Version 1.0

General

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

Conclusion of agreements, etc.

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 and/or 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.

An Order shall constitute an offer for the sale of goods and does not constitute an acceptance by Buyer of any offer to sell, any quotation, or any proposal. No Order shall become a binding contract for the sale of goods unless and until such Order has been received and accepted by HOWE us Inc. in the state of Michigan.

Payment, etc.

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 its' payments due and may under no circumstances offset. If payment is delayed, HOWE shall be entitled to charge interest at a rate of 0.75 % per month or part thereof from the due date. Also, HOWE shall at its' discretion be entitled to fully or partially withhold subsequent deliveries, to demand special terms of payment, or cancel agreements with the Buyer.

HOWE shall be entitled to charge the following fees:

- o A fee of thirteen (\$13) for each reminder on late payment
- o All invoices sent by paper will be added an invoice fee of five (\$5)

Property reservation

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

'Unless otherwise agreed, delivery in Zone 1 in the US shall be made to the Buyer's warehouse situated on the ground floor at a price of two and a half (2½) % of the list price. Delivery in Zone 2 in the US shall be made to the Buyer's warehouse situated on the ground floor at a price of four and a half (4½) % of the list price. Outside Zone 1 and 2 the added price for delivery is determined on a case-to-case basis by HOWE. International shipments: Tongue chairs are always delivered ex works DENMARK (International shipments).

Standard delivery time within North America: usually 4-7 weeks. In case of large quantities, the delivery time will be determined on a case-to-case basis.

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Regardless of whether the Buyer is present at the time of delivery, all risks in relation to the goods shall pass to the Buyer upon delivery to the agreed location. The Buyer shall ensure that the place of delivery is accessible and appropriately laid out for unloading the goods and storing them in their standard packages.

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.

If the Buyer requests a postponement of delivery the following charges shall apply:

- If the Buyer requests postponement no later than five workdays prior to the planned and confirmed time of dispatch, a supplementary charge of ten (\$10) per pallet shall be made per month or part thereof. Minimum charge, forty (\$40) per month or part thereof.
- If the Buyer changes its' delivery address no later than five workdays prior to dispatch, an administrative charge of one hundred (\$100) shall be added.
- If the sales price is below net five hundred (\$500) a freight charge of one hundred (\$100) will be added.
- If the Buyer wishes a fixed delivery, a fee of five hundred (\$500) will be added.

Fee and MOQ for non-standard choices

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

Buyers' cancellation of contract

Provided the manufacture/dispatch/delivery of the goods has not yet commenced the Buyer shall be entitled to cancel the contract up until forty-eight (48) hours after the order confirmation has been issued. A cancellation fee of 5% of the purchase sum and any extra loss incurred by HOWE as a consequence of the cancellation will apply. In the event more than five (5) workdays have passed since the order confirmation was issued, the contract may be cancelled only up until 4 (four) weeks before confirmed shipment time. A cancellation fee of fifty (50) % of the purchase sum plus transport and administration costs, and any extra loss incurred by HOWE as a consequence of the cancellation will apply. Following four (4) weeks before confirmed shipment time 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.

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 bill of landing (BOL), which must be given to carrier upon receipt of goods and HOWE CS notified. 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.

Unless the deficiency ascertained is the result of gross negligence or intent on the part of HOWE, the Buyer shall in no instance not be entitled to any other rights than to have the goods replaced at no cost to the Buyer. Thus, the Buyer shall not be entitled to cancel the transaction or any rebate, damages, other compensation, or repayment. Further, HOWE shall under no circumstances whatsoever be liable for operating loss, loss of profit, time loss, other indirect loss or damages suffered by the Buyer as a consequence of deficiencies in the goods delivered.

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

The Buyer shall indemnify, defend, and hold harmless HOWE for any and all claims made by third parties for damage or injury for which HOWE is not liable towards the Buyer. HOWE's liability for product liability claims shall not exceed ten thousand (\$10,000), and HOWE shall under no circumstances be held liable to the Buyer for operating loss, loss of profit, time loss, other indirect loss or damages or punitive damages. The Buyer shall immediately inform HOWE of any lawsuit or type of claim for damage or injury caused by products manufactured by HOWE.

Design alterations

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.

Use and maintenance guides

The Buyer shall not change the content of Use- and Maintenance guides provided by HOWE. Further, the Buyer shall at all times provide its customers with copies of such guides and specifically draw the customers' attention to the warnings contained in the guides.

No waiver

If HOWE fails to exercise or claim its' rights under these Sales conditions, such failure shall not constitute a waiver of such right on the part of HOWE. Also, such failure shall not prevent the right to be invoked or claimed by HOWE at a later point in time.

Venue and Service of Process

If a dispute of any kind whatsoever arises between the Parties in connection with these Sales Conditions and other aspects in relation to the sales transaction, the Parties shall attempt to settle such dispute amicably.

Provided the Parties are not able to agree upon an amicable settlement within a reasonable time and not later than thirty (30) calendar days after initiation of settlement discussions, any controversy or claim arising (whether contractually or in tort) and including disputes regarding the validity of this provision shall be settled by the American Arbitration Association (AAA). The place of Arbitration shall be Grand Rapids, Michigan. Provided the dispute in question amounts to \$100,000.00 or less, the Arbitration Panel shall consist of one (1) arbitrator. Provided the dispute in question exceeds \$100,000.00 the Arbitration Panel shall consist of three (3) arbitrators. The right to discovery shall be limited to the widest extent permitted by the AAA procedural rules.

The result of the Arbitration shall be final and binding upon the Parties, and the arbitrator(s) shall in their discretion have to power to award reasonable costs and attorney's fees to the prevailing Party.

Despite the arbitration procedure agreed upon above, the Parties shall not be precluded from carrying out interim measures via the appropriate judicial authority.

These Sales Conditions shall be governed by Michigan State law and applicable US Federal law.

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

Shipping zone rates

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- For deliveries in zone 1 please add 2.5% to the list pricing. The minimum freight charge is \$200.
- For deliveries in zone 2 please add 4.5% to the list pricing. The minimum freight charge is \$200.
- For deliveries out of Zone 1 and 2, please ask HOWE.

The Tongue is delivered prepaid and add from Denmark. The Tongue freight is quoted per project.



Warranties

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General

At HOWE US 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 optimize our products and services to maintain the high level of quality and durability that is expected of a HOWE product.

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

Limited warranty

HOWE warrants its' products against defects in materials and workmanship as described in the following. All warranties are expressly limited to the types of warranties offered. Thus, no other implied or express warranties shall apply.

10 year warranty

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.

The 40/4 chair is compliant with the following tests in the ANSI/BIFMA X5.1-2011 Chair Test Standard:

- Back Strength
- Drop-Dynamic
- Seating Durability
- Backrest Durability-Non-Tilt
- Leg Strength

HOWE offers on Moveo and Tempest table systems, SixE, MN1 and AS chairs a 10 (ten) year guarantee under normal use against weld breakages, defective material, workmanship, and performance. Excluded are: gas lifts, turn / tilt mechanism, castors, folding adaptors, where 5 (five) year guarantee applies.

5 year warranty

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

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

Exclusions

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:

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- o 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
- o Changes in surface finishes due to exposure to light
- o Oxidizing of outdoor treated frames
- o Natural variations in wood grain or the presence of character marks. This includes matching of grains, colors, or textures of natural materials
- o Customers own fabrics and leather (COL & COM)
- o All service parts (meaning all moving and mechanical parts)
- o Customized solutions
- o Marks in fabric/leather after stacking of chairs
- o 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

Furniture programs from HOWE US 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.