

# Sale terms and conditions

Last updated: 14 April 2023

Please read the following Website terms and conditions of sale (hereinafter the “Terms”) carefully before completing a purchase using the following website [nl.steelcase.com](https://nl.steelcase.com) (hereinafter referred to as the « Website »).

The Website is published and maintained by Steelcase GmbH “Gesellschaft mit beschränkter Haftung” a limited company with a capital of 10.500.000 EUR, whose registered office is located at Brienner Strasse 42, 80333 Munich, Germany, registered as a company at the Munich Commercial Register under No. HRB 280914 hereinafter referred to as “Steelcase” or “we”).

The Website and these Terms are aimed at:

- Individual clients who enter into a legal transaction by placing an order and who act for purposes that are outside their trade, business, craft or profession and who respect the conditions as laid down in clause 4.1.a of these Terms (hereinafter referred to as “Consumers”) or
- Businesses and professionals acting for purpose of their trade, business, craft or profession (including employees of Steelcase group’s clients authorized to act in name and on behalf of their employer) and who respect the conditions as laid down in clause 4.1.b of the Terms (hereinafter referred to as “Customers”)

(hereinafter referred to collectively as “you”).

You can contact Steelcase by calling +31 (0) 73-6871071, by writing us an email at [shopnl@steelcase.com](mailto:shopnl@steelcase.com) or a postal mail at Veemarktkade 8 Ingang M, ruimte 7150 5222 AE ‘s-Hertogenbosch, at our dealer partner.

## 1. GENERAL

1.1. These Terms are concluded between you and Steelcase when you purchase products via the Website and form an integral part of every offer, quotation, acceptance or confirmation from us.

1.2. The purpose of these Terms is to define and lay down the terms and conditions of your relationship with Steelcase. Please note that before placing an order, you will be asked to agree to the Terms in force at the time of the order. Placing an order implies consultation and knowledge of the Terms. If you do not agree to the Terms, please do not use the Website. If you refuse to accept the Terms, you will not be able to order any products from the Website.

1.3. The text of these Terms may be made available to you by electronic means in such a way as to make it easy for you to store the text on a durable medium. If

doing so is not reasonably possible, you will be informed prior to the conclusion of the contract of the location at which the Terms can be inspected by electronic means and that, at the request of you, they will be sent by electronic means or by different means free of charge.

1.4. The Terms are available in English and Dutch. In case of inconsistency between the English and Dutch language versions, the Dutch language shall prevail.

1.5. The Terms are applicable as soon as they are put online. We may amend the Terms from time to time at our own discretion. Please look at the top of this page to see when the Terms were last updated. If you continue to use the Website after the date on which the Terms have been updated, your use of the Website indicates your agreement to be bound by the new Terms.

1.6. If any of the provisions of these Terms is deemed not valid, the other provisions herein will remain applicable and in force. If any of the provisions of these Terms is declared void or is nullified, parties will negotiate new provisions to replace such void or nullified provisions which are in line with the remaining valid provisions.

1.7. These Terms, the [Use terms](#), the [Privacy policy](#) and the [Cookie policy](#) constitute the entire agreement between us.

## **2. OFFERS AND PRODUCTS**

2.1. Every offer made by us is non-binding.

2.2. An offer is valid as long as it is displayed on the Website or for a period of time which will be explicitly specified in the offer. The availability of the offered products showcased on the Website is subject to the limits of available stock.

2.3. The offer will contain a complete and accurate description of the products offered, in order for you to assess the offer. However, the product may vary slightly from the description and the pictures. The images of the products on the Website are for illustrative purposes only. Although we have made every effort to display colors accurately, we cannot guarantee that a product's display of the colors accurately reflects the color of the products. Although we have made every effort to be as accurate as possible, all dimensions, weights, capacities and measurements indicated on the Website are only an approximation.

2.4. Steelcase cannot be held responsible for any non-substantial errors that may occur. Before validating your purchase, we recommend you to verify that the dimensions are suitable for the location in which you wish to install the products.

### 3. WEBSITE

3.1. We implement all reasonable means at our disposal to ensure quality access to the Website.

3.2. The navigation on the Website is your sole responsibility. Within the limits provided for by law , we shall not be held liable for any breakdowns, errors or computer viruses that may hinder continuity of access to the Website, nor for any direct or indirect damage in particular any malfunctions in the computer installation of customers following access to the Website.

3.3. Steelcase reserves the right to interrupt, temporarily suspend or modify access to all or part of the Website without notice, in order to carry out preventive or curative maintenance, without the interruption giving rise to any obligation or compensation to be paid by Steelcase.

3.4. Steelcase can in no way warrant that the services offered will be uninterrupted.

### 4. ORDER

4.1. Conditions for placing an order:

a. For Consumers: to place an order on the Website, Consumers must have their habitual residence in Netherlands, have legal capacity and hold a bank card or are in the capacity to pay for the requested products on the Website.

b. For Customers: to place an order on the Website, Customers must either be an employee of a Steelcase group's client or be acting on behalf of a company , and have their habitual residence in the Netherlands, have legal capacity and hold a professional bank card or are in the capacity to pay for the requested products on the Website.

4.2. You agree that all the information communicated to Steelcase on the Website as part of the order is in accordance with the Terms and is complete, accurate and up to date. Failing to do so or if you do not meet the conditions for placing an order, we reserve the right to cancel the order and to refund you if payment has been made. We cannot accept any liability for any errors or inaccuracy in your order.

4.3. We remind you that when ordering, we collect personal data. For more information, please refer to our [Privacy policy](#) and our [Cookie policy](#).

4.4. Ordering process:

a. To place an order, you must select the products you are interested in and their quantity in order to add them to your basket. You will be able to modify your basket as you wish before its validation. You will have to check your basket and possibly correct its content before validating it. Once your basket

has been validated, you will have to enter your postal address and validate your means of payment (by credit card with one of the logos appearing on the Website or by iDeal or with gift cards). By clicking on the order-and-pay button, you have accepted the order, which will constitute the contract of sales with Steelcase. Customers are invited to include the name of the company that employs them or as the case may be the trade, business, professional firm on behalf of which they are ordering in the billing address of the products.

b. Any order implies acceptance of the prices and descriptions of the products available for sale, as well as these Terms.

#### 4.5. Validation of the order:

a. If you have accepted the offer by electronic means, we shall confirm receipt of the acceptance of the offer by electronic means without delay. A summary of the confirmation can be saved and printed by you. As long as receipt of this acceptance has not been confirmed, you may terminate the contract without costs. The Consumer's right of cancellation is not affected by this.

b. In some cases (such as non-payment or you submitting a wrong address), we reserve the right to suspend your order until the problem is solved. We also reserve the right to refuse an order for any legitimate reason. In those cases, we will duly inform you thereof.

c. In the event that one or more products are unavailable once the order has been placed, we will inform you as soon as possible. The price of the order will be recalculated and you will be debited the new amount, with the price of the unavailable item deducted. In case you already made a payment, we will refund the excessive amount without undue delay.

#### 4.6. Delivery:

a. We do not deliver orders to addresses outside the Netherlands. We reserve the right to suspend or cancel all orders if a delivery address has been submitted which is not located in the Netherlands.

b. The delivery time of your order may vary according to the products ordered and will be stipulated prior to validating your basket and in the confirmation email sent by us. Please note that the delivery times are only an approximation.

c. For certain products, you can opt for getting them fully assembled or pre-assembled.

d. If you are not present at the time of delivery of your order without having informed us at least 24 hours before (by calling +31 (0) 73-6871071 or by writing an email at [shopnl@steelcase.com](mailto:shopnl@steelcase.com)), we will leave a note informing you

to rearrange delivery and you will be charged for the delivery costs. If after a failed delivery to you, you do not re-arrange delivery, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and charge you a reasonable compensation for the net costs we will incur as a result.

e. In order to protect you from the Covid-19 and to protect our teams in charge of the delivery, a Covid-19 delivery protocol will be applied by our delivery team and will require them to come to your home masked, equipped with gloves and disinfectants to clean the products touched during the installation. Covid-19 delivery protocol may vary overtime depending on government restrictions and number of covid-19 cases in an area and could lead to products delivered in front of your front door.

f. If the supply of the products is delayed by an event outside our control then we will contact you as soon as possible and we will take steps to minimize the effect of the delay. Provided you have been informed, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to terminate the contract and receive a refund for any products paid for but not received yet.

g. No later than on delivery of the product, we will provide the following information, in writing or in a form that makes it possible for the Consumer to store the information in an accessible manner on a durable medium:

- i. the address of our business location that the Consumer can contact or visit in the event of complaints;
- ii. the conditions under which and the way in which the Consumer can exercise the right of cancellation or a clear notification that the right of cancellation does not apply;
- iii. information about after-sales services and warranties;
- iv. the price, including all taxes, the costs of delivery to the extent applicable and the method of payment, delivery and performance of the contract;
- v. if the Consumer has a right of cancellation, the return form.

#### 4.7. Reception:

- a. Upon receipt of your order, you must verify that your order is complete and compliant.
- b. If you notice any non-conformity or apparent defect upon reception

of the products, you must report it on the delivery note. If you notice any non-conformity or defect after receiving the products, or in case of other claims and/or if you notice that certain accessories of the product ordered are missing, you must notify us within a reasonable time period after notifying the non-conformity or defect, so that we can process your claim. For Consumers, this is within two months; for Customers this is within 14 days. To do so, please contact us by email at [shopnl@steelcase.com](mailto:shopnl@steelcase.com) or by calling us at +31 (0) 73-6871071.

## **5. PRICE AND PAYMENT**

5.1. Prices are displayed in euros and include (first time) delivery costs and value added tax.

5.2. Once your order has been validated, the price cannot be modified. Nevertheless, in case of a price error (price obviously derisory compared to the real value of the product) or if you have used a voucher that you were not entitled to, the validated order may be cancelled by Steelcase.

5.3. The following bank cards are accepted: Visa, Mastercard, Maestro, American Express, Union Pay, Shop Pay, Apple Pay, Google Pay, Giropay, iDEAL, Klarna Pay Later, Sofort.

5.4. For gift cards payment, please check our [Gift card terms and conditions](#).

5.5. All outstanding amounts are immediately due and payable if you become bankrupt.

## **6. WARRANTIES**

6.1. Our warranty conditions are those appearing on the Website. Please review the limitations carefully.

6.2. In case of claims regarding warranties, you should submit the product as well as the purchase invoice that we recommend keeping for this purpose.

## **7. CANCELLATION RIGHT (ONLY FOR CONSUMERS)**

7.1. Modification of the order in the first 24 hours: If a Consumer wishes to make a modification to the order within a maximum of 24 hours after placing the order, please contact Steelcase and we will let you know if the modification is possible. If so, we will inform the Consumer of any changes to the price of the product, the delivery time and any other necessary elements and we will ask the Consumer to confirm whether it wishes to proceed with the modification. Following the modification, a new acknowledgement of receipt will be sent to you by email.

7.2. Cancellation after delivery: In accordance with Article 6:230o of the Dutch Civil Code, Consumers have a period of fourteen (14) days from the day after

receipt of the last product of their order to exercise their right of cancellation without having to justify their reasons or pay penalties. If the fourteen (14) working day period expires on a Saturday, Sunday or a public holiday, it is extended until the first following working day.

7.3. The cancellation period commences on the day after the one on which the Consumer, or a third party designated by the Consumer in advance who is not the carrier, received the product, or:

- a. if the Consumer placed a single order for several products: on the day on which the Consumer or a third party designated by the Consumer receives the last product;
- b. if the delivery of a product consists of different consignments or parts: on the day on which the Consumer or a third party designated by the Consumer receives the last consignment or the last part;

7.4. All products may be subject to cancellation, except those excluded by Article 6:230p of the Dutch Civil Code. Returned products must be intact and complete. During the cancellation period, the Consumer must handle the product and packaging with care. The Consumer will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle in this regard is that the Consumer may only inspect and use the product in the way that he would be allowed to do in a physical shop.

7.5. To exercise the right of cancellation, all Consumers have to do is to contact Steelcase by email at [shopnl@steelcase.com](mailto:shopnl@steelcase.com), by using the return form and by specifying name, email, phone, address to pick up the products that Consumer wants to return, the order number, and the delivery date of the product that Consumers want to cancel. We will send a confirmation of receipt of the notice of cancellation without delay after receiving this notice.

7.6. Steelcase shall arrange to collect the Products from the Consumers' address. We will bear the costs for return, except if Consumers are not present on the location, date and time we agreed to collect the products, and we have to arrange a new date and time for collection of the products.

7.7. Following Consumers' request for cancellation, Steelcase, in accordance with the legal provisions, will proceed to the refund of the purchase price of the products within a period of fourteen (14) days following the receipt of the return policy. Steelcase may deduct from the reimbursement the loss in value of any products returned, if the Products have lost value resulting from the unreasonable wear and tear of the product other than what is necessary to establish the nature, characteristics and functioning of the products. We may make a deduction from

any reimbursement for such loss in value of any Products we supply.

7.8. Steelcase will proceed to Consumers' refund by using the same payment mean than for the purchase.

7.9. The risk and burden of proof with respect to the proper exercise of the right of cancellation within the applicable period of time lies with the Consumer.

7.10. Customers are not able to return any of the purchased products, notwithstanding clause 4.7.a.

## **8. YOUR REVIEWS**

8.1. Your review on the product you have purchased is important to Steelcase and to our Website visitors. To make sure that your review is unbiased, Steelcase uses Trustpilot, a trusted partner, to manage the collection and analysis of all reviews received. You can find more information here: [www.trustpilot.com/review/nl.steelcase.com](http://www.trustpilot.com/review/nl.steelcase.com).

8.2. Only people who have purchased a Steelcase product can post a review. 28 days after the shipment of your order, we will send you by e-mail a link to leave your review. This period allows you to familiarize yourself with your product and share a relevant review. Your review will remain online as long as the product is sold on the Website.

8.3. We will take the decision to refuse or delete a review only after careful consideration. The following reasons may lead us to refuse the publication of a review or to delete a review already published:

- The review contains offensive, racially, or religiously hateful language;
- The review is considered defamatory;
- The review is not understandable;
- The review does not concern a product sold on the Website;
- The review includes personal information; or
- The review is considered by Steelcase to be inappropriate.

8.4. Our products are also sold on Amazon and Fnac/Darty from which we import reviews that are also verified by them.

## **9. LIABILITY**

9.1. Within the limits provided for by law, Steelcase' liability for the delivered products is limited to the price of the defective or nonconforming products and we cannot be held liable for compensating indirect damages or any other financial prejudice suffered by you or a third party.



## **10. FORCE MAJEURE**

10.1. We cannot be held liable for the non-performance of one of our obligations under the contract of sale when this non-performance is related to the occurrence of an event of force majeure in accordance with Dutch law and case law.

10.2. Force majeure is in any case understood to mean any situation in which we cannot exercise any influence and as a result of which we cannot reasonably fulfill our obligations, as well as, if not already included, government measures, quotas, industrial strike, (civil) war, danger of war, riot, occupation, illness, molestation, fire, water damage, flood, company occupation, defective machinery, disruptions in the supply of energy, storage and transport difficulties, suppliers' default on the goods required for the delivery of products and furthermore all circumstances, in which there is no reasonable reason (anymore) we can be expected to (further) fulfill our obligations towards the other party.

## **11. INTERIM TERMINATION**

11.1. If you fail to fulfill one or more of your obligations under the contract or for other reasons, as well as when you are declared bankrupt by yourself or by another party, or when you otherwise loses the free disposal of your assets, we are entitled to immediately suspend the contract without notice of default and / or judicial intervention, insofar as it has not yet been implemented, or to terminate it by cancellation or dissolution. Any and every amount owed by you is immediately due and payable in full. Products that are already supplied by us that have been delivered but not yet paid for, must then be sent to us to collect these products, and without prejudice to the right of Steelcase on compensation for damage, costs and interest.

## **12. APPLICABLE LAW AND JURISDICTION**

12.1. The European Commission has set up a dispute resolution platform to facilitate the independent out-of-court settlement of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>. This section does not apply to Customers.

12.2. The Terms are subject to Dutch law. The competent court in case of dispute with a Consumer shall be that of the defendant's place of residence or, at the plaintiff's choice, the place of actual delivery of the product. The competent court in case of dispute with a Customer shall be the Dutch courts.