



GENERAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS

Luca Lifestyle B.V.

Definitions

- **Luca Lifestyle:** the private limited company Luca Lifestyle B.V., located at De Peel 2, 4264 KK Veen, registered with the Chamber of Commerce under number 64627012, user of these general terms and conditions.
- **Customer:** the counterparty of Luca Lifestyle, being a legal entity or natural person acting in the course of a profession or business.
- **Agreement:** any agreement between Luca Lifestyle and the Customer relating to the delivery of goods and/or services.
- **Items:** all goods delivered by Luca Lifestyle to the Customer.
- **Terms and Conditions:** these general terms and conditions.
- **Website:** the website of Luca Lifestyle.

Article 1 – Applicability

1. These Terms and Conditions apply to all offers, quotations, orders, and Agreements of Luca Lifestyle. The applicability of any (purchasing) terms and conditions of the Customer is expressly excluded.
2. Deviations from these Terms and Conditions are only valid if they have been confirmed in writing by Luca Lifestyle and only apply to the Agreement in question.
3. If one or more provisions are wholly or partially void or voidable, the remaining provisions shall remain in full force and effect. In that case, the parties shall consult to agree on a replacement provision that corresponds as closely as possible to the purport of the original provision.
4. Luca Lifestyle is entitled to amend or supplement these Terms and Conditions. Amendments shall take effect fourteen **(14) days** after notification. Minor amendments may be implemented immediately.
5. If the Customer does not wish to accept a materially disadvantageous amendment, they are entitled to terminate the Agreement in writing with effect from the date on which the amendment takes effect.
6. In the event of any conflict between the Agreement and these Terms and Conditions, the Agreement shall prevail.

Article 2 – Offers and conclusion of the Agreement

1. All offers made by Luca Lifestyle are without obligation and are valid while stocks last.
2. All statements, images, specifications, and quotations are indicative and are not binding on Luca Lifestyle.

3. The Agreement is concluded by written or electronic order confirmation by Luca Lifestyle, or by actual execution of the order.
4. The order confirmation is deemed to accurately and completely reflect the Agreement, unless the Customer objects in writing within three (3) working days of receipt.
5. Verbal commitments are only binding if confirmed in writing.
6. Luca Lifestyle is entitled to impose conditions on the execution of an order, including advance payment or other security.

Article 3 – Prices

1. All prices are in euros, excluding VAT, taxes, and any shipping or transport costs, unless otherwise agreed in writing.
2. Luca Lifestyle reserves the right to change prices in the interim.
3. Any import duties, customs duties, or similar costs for delivery outside the Netherlands are entirely at the expense of the Customer.

Article 4 – Invoicing and payment

1. Unless otherwise agreed, the following payment terms apply:
 - a. stock items: delivery after full payment;
 - b. larger orders based on subsequent delivery: 50% advance payment, 50% after delivery;
 - c. customer-specific items: 100% advance payment.
2. Payment must be made within eight (8) days of the invoice date.
3. In the event of late payment, the Customer shall be in default by operation of law and shall owe statutory commercial interest, with a minimum of 1.5% per month.
4. All extrajudicial collection costs shall be borne by the Customer and shall amount to 15% of the outstanding amount, with a minimum of €125.00.
5. Set-off or suspension by the Customer is not permitted.

Article 5 – Delivery and delivery times

1. Stated delivery times are indicative and never binding.
2. Exceeding delivery times does not entitle the Customer to compensation or termination.
3. If (full) delivery is not possible, the amount already paid will be credited pro rata.
4. The risk of the Items passes to the Customer upon delivery.

Article 6 – Transport and packaging

1. If transport by Luca Lifestyle has been agreed, Luca Lifestyle will determine the method of transport.
2. The risk of damage or loss is transferred to the Customer upon delivery.
3. Specific transport requests will only be carried out at an additional cost.

4. Packaging is carried out in accordance with the manufacturer's or supplier's standard, unless otherwise agreed.

Article 7 – Uncollected Items

1. The Customer is obliged to collect the Items in a timely manner.
2. Uncollected Items will be stored at the Customer's expense and risk.
3. In the event of non-collection, the Customer will owe a penalty of €250 per day, up to a maximum of €25,000.

Article 8 – Retention of title

1. All delivered Items remain the property of Luca Lifestyle until all obligations have been fully met.
2. The Customer may not pledge or encumber the Items.
3. The Customer is obliged to insure the Items adequately.

Article 9 – Complaints

1. The Customer must inspect the Items immediately after delivery.
2. Visible defects or shortages must be reported in writing and substantiated within **48 hours of delivery**.
3. Non-visible defects must be reported in writing and substantiated **within five (5) working days** after discovery.
4. After these periods, the Items are deemed to have been approved and any right to complain or request repair expires.

Article 10 – Warranty

1. The warranty extends exclusively to the warranty provided by the manufacturer.
2. The warranty shall lapse in the event of improper use, improper storage, outdoor storage contrary to instructions, or repairs carried out by the Customer.

Article 11 – Suspension and termination

1. Luca Lifestyle shall be entitled to suspend or terminate the Agreement in the event of a breach by the Customer.
2. Termination does not entitle the Customer to compensation.

Article 12 – Indemnification and obligations of the Customer

1. The Customer indemnifies Luca Lifestyle against all claims from third parties, including product liability.
2. The Customer is responsible for providing correct information to its customers in accordance with European regulations.

Article 12A – Selective Distribution System & Presentation (MAP)

1. In order to protect the exclusivity and high-quality image of Luca Lifestyle's brands, Luca Lifestyle applies strict guidelines for online and offline presentation.
2. Luca Lifestyle applies a non-binding recommended retail price (RRP).

3. The Customer is not permitted to publicly advertise Items (including on webshops, comparison sites, and social media) at a price that is more than five percent (5%) below the RRP.
4. In the event of a violation of these guidelines, Luca Lifestyle is entitled to suspend deliveries, withdraw commercial conditions/discounts, or terminate the Agreement with immediate effect without prior notice of default.
5. This provision applies exclusively to the advertised price and does not affect the final sales price, provided that this is not communicated publicly.

Article 13 – Intellectual property and confidentiality

1. All intellectual property rights are vested in Luca Lifestyle.
2. Confidential information must be kept secret.

Article 14 – Liability

1. Luca Lifestyle's liability is limited to the invoice value per event.
2. Only direct damage is eligible for compensation.
3. Any claim expires **twelve (12) months** after delivery.

Article 15 – Force majeure

1. In the event of force majeure, Luca Lifestyle is entitled to suspend its obligations or terminate the Agreement.

Article 16 – Communication

1. Electronic communication is binding.

Article 17 – Applicable law and disputes

1. All Agreements are governed by Dutch law.
2. All disputes will in the first instance be submitted exclusively to the **competent court of the District Court of Zeeland-West-Brabant, location Breda**, without prejudice to Luca Lifestyle's right to bring collection cases directly before the court in the Customer's place of residence.

Article 18 – Final provisions

1. These Terms and Conditions have been filed with the Chamber of Commerce.
2. The Dutch text shall always prevail.

Version: January 2026

Filed with the Chamber of Commerce.