

# Wikkelhouse Terms and Conditions

## Definitions:

- **We/Us/Wikkelhouse:** Wikkelhouse B.V., registered with the Chamber of Commerce under number 76582817, with its registered office at Back up-straat 1, 1033 NX Amsterdam.
- **You:** anyone who does business with us or intends to do so, including requesting a quote and placing an order, and anyone who uses Wikkelhouse's services in any other way.
- **House:** A Wikkelhouse, a fair, sustainable and modular (holiday) home, manufactured by Wikkelhouse B.V.. Legally speaking, the House is classified as 'movable property'. It is attached to the ground but can be moved without significant damage.
- **Agreement:** the quotation signed by you.

## Article 1 — General

1. These terms and conditions and Dutch law apply to all our quotations and Agreements. Should a dispute nevertheless arise, it will be dealt with by the competent court in Amsterdam.
2. These terms and conditions also apply to future collaborations, even if these are separate from previous Agreements.
3. If you apply your own general terms and conditions that differ from ours, our terms and conditions shall prevail.
4. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid provision that reflects the original intent as closely as possible
5. Occasionally, we may need to amend our terms and conditions. If this affects an existing Agreement, we will ensure that your rights are preserved.
6. We carry out our work with great care and attention, always keeping your interests in mind.

## Article 2 — Quotations

1. Our quotations are non-binding and valid for 30 days, unless we agree otherwise.
2. We take great care with our images, drawings, colour descriptions and specifications. However, minor differences may arise between, for example, the drawings and the final design. In such cases, the quotation shall prevail.
3. We continue to make adjustments and improvements to our homes. We may also implement these changes in the model we deliver. We will, of course, let you know. We may make minor technical adjustments if necessary.
4. Verbal commitments made by our staff are not binding.
5. All prices are in euros and exclude VAT and any transfer tax, unless stated otherwise.
6. We assume that all information you share with us is complete and accurate.



### **Article 3 — Drawings and calculations**

1. Everything we design and develop is done with great care and creativity. Therefore, all drawings, designs, technical specifications and calculations remain our property. It is not allowed to share these or use them to obtain a similar offer elsewhere or otherwise benefit from it. All intellectual property rights remain with Wikkelse B.V.
2. Information regarding manufacturing or construction methods may not be used, copied or shared without written permission.
3. In the event of a breach of this article, we will claim compensation.

### **Article 4 — Price and price adjustments**

1. We prepare our quotations with the utmost care. In exceptional circumstances, costs may rise unexpectedly. In such cases, we may increase the price of the House after the contract has been concluded. We will, of course, inform you of this in a timely manner and in writing.
2. If the price increase exceeds 10%, you may terminate the Agreement by written notice.
3. Transport- and packaging costs form part of the quotation and are therefore included, unless explicitly stated otherwise.

### **Article 5 — Formation of the Agreement**

1. The Agreement shall come into effect once we have received a signed quotation from you. We will then send you a confirmation email. If you have not received this email, please contact us as soon as possible.
2. Would you like to make any changes afterwards? Please do let us know — we're happy to help. We always clearly record any changes and confirm them by email. We will include these in an invoice for additional and reduced work, which will be sent immediately after the House has been handed over.
3. You may cancel the Agreement without giving any reason within 3 days after the Agreement has come into effect.

### **Article 6 — Delivery and Risk**

1. We will agree on a delivery date together. This is a target we aim to meet, and we will do everything we can to ensure it is met. Sometimes we may be able to deliver earlier; we will always discuss this with you.
2. Unfortunately, it sometimes happens that we have to deliver later than we had initially planned. Even in that case, you are still obliged to fulfil your obligations. We are not liable for any direct or indirect consequences of a late delivery.
3. The (legal) delivery takes place at the time of actual handover.
4. From the moment of delivery, the risk of loss or damage to the House passes to you.
5. We ask you to ensure there is an easily accessible unloading point for transport (by land or water), and sufficient space for installation.
6. All delivery costs – including transport, insurance, packaging and loading/unloading work – are specified in the quotation and are therefore part of the Agreement, unless otherwise



agreed in writing. Any other costs not specified in the quotation are at your expense. You are responsible for arranging the necessary permits and documents (including, for example, a ground investigation report and any required surveys)

7. You are obliged to take delivery of the House at the time agreed in accordance with clause 6.1.
8. Should circumstances prevent you from accepting delivery of the House on time, we will work together to find a solution. If this proves unsuccessful, we may store the House elsewhere at your expense and risk. The minimum compensation we may then claim from you is the actual costs incurred plus 50%.
9. If you have not taken delivery of the House within 3 months of the agreed delivery date, we may terminate the Agreement and take the House back or sell it to someone else. You will then owe us compensation amounting to 15% of the net invoice amount, plus any additional damages. We will only refund the remaining amount to you once we have sold the House to someone else.

## **Article 7 — Packaging**

1. The packaging material remains our property, and we kindly ask you to treat it with care and not to dispose of it without informing us first.

## **Article 8 — Retention of Title**

1. We retain ownership of the delivered House until you have paid all invoices in full.
2. Until then, we ask you to treat the House with care. You may not resell or transfer it until all invoices have been paid and the House has been handed over.
3. We may repossess the House if you fail to meet your obligations and/or if you are experiencing payment difficulties.
4. You must keep the House insured until ownership has been transferred. You hereby grant us an irrevocable power of attorney to receive insurance payouts for the casco risk on your behalf.
5. If third parties make a claim on a House that has not yet been paid for in full, you must notify us within 24 hours. We may then collect the House and relocate it elsewhere (see also Art. 8.1).

## **Article 9 — Warranty**

1. We build and install our homes with great care and attention. However, if there is an issue that falls within the scope of the warranty, you are entitled to a free repair. Travel, lodging, transportation, and service call fees may be charged for these repairs. We always work with you to find the best solution and, whenever possible, send replacement parts to avoid additional costs. In Article 9.3, we explain what is covered by the warranty.
2. Our homes are largely made from natural materials. This makes them unique, but also requires proper maintenance. We therefore include a maintenance manual with your final invoice. You are responsible for carrying out this maintenance yourself. The warranty may lapse if maintenance is insufficient.



3. We offer consumers the following guarantees:
  - We will repair any (hidden) defects that arise or are discovered within 6 months of handover. We refer to this as the maintenance period.
  - We provide a 6-year guarantee on watertightness and the structure, provided the defect is demonstrably the result of a fault in design, construction or use of materials on our part and the House consequently becomes uninhabitable. This guarantee applies only to the casco / shell construction of the House, and not to any household appliances supplied.
  - We provide a 2-year warranty on technical installations and locks and fittings.
  - Built-in appliances are covered by the manufacturer's warranty. If you need to file a warranty claim, we will direct you to the appropriate manufacturer or authorized service provider and provide you with the necessary contact information and procedures. You can then handle your warranty claim directly with the manufacturer or service provider.
4. For business customers, the same timeframes as set out above apply, with a maximum of 2 years. You are considered to be a business customer/commercial purchaser if you are registered with the Chamber of Commerce and hold a valid VAT registration number.
5. The warranty does not apply to defects that are (partly) caused by construction methods, designs, suppliers or subcontractors prescribed by you.
6. We also do not provide a warranty for defects that are wholly or partly caused by:
  - Improper use by the owner;
  - Normal wear and tear, given the foreseeable use;
  - Use that deviates from the provided guidelines or the intended purpose;
  - Compliance with government regulations;
  - Inadequate maintenance of the property;
  - The use of unsuitable cleaning agents, aggressive liquids or solvents;
  - Damage caused by paint, punctures or damaged products;
  - Environmental influences or air pollution;
  - Minor cosmetic defects that do not affect functionality;
  - Inexpert repair or maintenance by unauthorised third parties;
  - Use of parts not supplied by us;
  - Severe impacts, excessive pressure, force, natural disasters or war conditions.
7. The warranty will be void if you make alterations to the House, use the House for purposes other than those for which it is intended and/or have the House repaired by a party not authorised by us.
8. We always have the right, but not the obligation, to repair defects free of charge.
9. Repairs carried out under warranty do not extend the warranty period.
10. Until you have fulfilled all your obligations under this Agreement, we are under no obligation to provide a warranty.

## **Article 10 — Liability**

1. Should anything go wrong, our liability is limited to the original invoice value or the amount paid out by our insurance.
2. We are not liable for indirect damage, such as consequential loss or loss of income.



3. You shall indemnify us against all claims from third parties relating to the performance of our Agreement.
4. We are not liable for damage to or depreciation of goods in our possession (for storage, repair or processing), unless this is covered by and paid out by the insurance.

## **Article 11 — Force majeure**

1. Sometimes events occur beyond our control which prevent us from fulfilling our obligations (in full or on time). In such cases, we may terminate the Agreement or postpone its performance for up to 6 months, without being liable for compensation. Before the expiry of those 6 months, we will decide whether to proceed with performance or to dissolve/terminate the Agreement. We will, of course, keep you informed.
2. By force majeure, we mean: any unexpected disruption to our business and/or that of our suppliers and/or changes in circumstances that result in changes to the cost price or delivery options.
3. Examples of force majeure include:
  - (civil) war, riots or mobilisation;
  - Epidemics;
  - fire or other operational disruptions at Wikkelsehouse or its suppliers;
  - changes in cost factors;
  - discontinuation of production of the model in question;
  - transport problems, strikes, blockades or lockouts;
  - theft, misappropriation, damage or loss of goods in storage or during transport;
  - delayed delivery by suppliers;
  - delayed performance by engaged third parties;
  - import or export bans;
  - government measures that make performance more difficult or costly than anticipated;
  - any other circumstance that hinders normal business operations.
4. In the event of force majeure, we will inform you as soon as possible.
5. In the event of force majeure, you cannot claim compensation for any delay and/or termination of the Agreement.

## **Article 12 — Payment**

1. We ask that you pay our invoices within 14 days.
2. If payment is late, you will automatically be in default. Following a reminder, we may charge statutory interest plus 3%, calculated from the invoice date.
3. We apply the following payment terms:
  - 35% — upon placing the order (signing the quotation)
  - 50% — at the start of production
  - 10% — two weeks before delivery (the House is ready at the factory)
  - 5% — after installation and handover



4. All costs we incur if you fail to meet your payment obligations — such as notice of default, debt collection, bailiff and legal fees — will be at your expense. The extrajudicial costs amount to at least the actual costs incurred + 15%, with a minimum of €100 excluding VAT.
5. Payments will first be applied to outstanding interest and costs, and then to the oldest outstanding invoice.
6. We are entitled to retain any goods you have delivered here until full payment has been made (this is known as the right of retention).
7. You will automatically be in default if you:
  - fail to pay (on time) or fail to fulfil other obligations;
  - face the seizure of your goods;
  - apply for a suspension of payments or bankruptcy (or if this is applied for on your behalf);
  - cease trading or wind up your business;
  - face attachment or other enforcement proceedings against your assets.

In all these cases, we may suspend or terminate the Agreement without being required to pay you compensation.

8. If we terminate an Agreement due to non-payment, the compensation shall amount to at least 15% of the invoice value, but we reserve the right to claim full compensation for any higher actual loss.
9. We may set off any claims you have against us against our own claims against you.

## **Article 13 — Governing law and jurisdiction**

1. All agreements are governed by Dutch law.
2. Disputes that do not fall within the jurisdiction of the subdistrict court shall be brought before the District Court of Amsterdam.

## **Article 14 — Privacy**

1. We process your personal data in accordance with the General Data Protection Regulation (GDPR). We use this data solely to provide a good service, send product information and fulfil warranty obligations.
2. You always have the right to access and correct this data. Any objection to the use of your data will be honoured as soon as possible. You can contact us at any time regarding this matter.
3. Data may be shared with third parties, including suppliers of parts and technical installations and affiliated companies — solely for the purposes of providing product information and services (see 14.1).

## **Article 15 — Final provisions**

1. The Dutch text shall always prevail in the interpretation of these terms and conditions.

*June 2026*

