

General Terms and Conditions of Sale (“Terms”)

April 2021

1. General

1.1 These Terms apply to all flooring product offers and orders between Interface European Manufacturing B.V. or an Interface member group company in EMEA (“Interface”) and a prospective or buying customer (“Customer”).

1.2 Any deviations from these Terms shall only apply when explicitly agreed in writing by a duly authorized representative of Interface or otherwise stated in the order confirmed by Interface.

1.3 Any terms and conditions used by Customer are not applicable and are hereby explicitly rejected by Interface.

1.4 Wherever “in writing” is mentioned in these Terms, this means either by e-mail or on company letterhead.

2. Orders

2.1 Any offers made by Interface or orders placed by Customer are not binding. All orders are subject to review by Interface. A binding contract, based on these Terms, is formed upon Interface’s written order confirmation.

2.2 Customer must notify Interface immediately, and no later than 5 working days of receipt of the order confirmation of any error in said confirmation.

2.3 Confirmed orders cannot be cancelled or amended.

2.4 If an order includes non-standard or custom product, Customer must accept overage on those products.

3. Prices and payment

3.1 Prices will be in the currency stated in the order confirmation excluding VAT, including packaging. Prices will be further subject to the appropriate rate of Value Added Tax or any other applicable sales tax, duties and any other appropriate customs duty or tariffs (if applicable).

3.2 Interface may change its prices at any time observing two months’ notice or directly following from unforeseen changes in costs for raw materials, wages and other factors beyond Interface’s control.

3.3 All invoices, whether issued electronically or on paper must be paid within thirty (30) days from the date the invoice is sent, unless otherwise agreed (see 1.2).

3.4 Customer’s payment shall not be withheld, set-off or delayed in whole or in part by reason of any discussion, request, query, claim or counterclaim.

3.5 In case of late payment by Customer, Interface is entitled to charge a monthly interest rate of 8% above the European Central Bank base rate for the duration of the delay.

3.6 Customer will be liable to pay all costs associated with the collection of a late payment, including judicial and extrajudicial costs which will be deemed to be at least 15% of the confirmed order amount.

3.7 If Customer fails to fulfil its payment obligations, Interface will be entitled to suspend any further deliveries to Customer.

4. Delivery

4.1 All confirmed orders will be delivered Ex Works (Incoterms 2020), unless otherwise agreed (see 1.2).

4.2 Even if a delivery date has been agreed with Customer delivery date(s) are provisional and not binding. The delivery date(s) shall commence on the day that all required information is available to Interface and the order is confirmed.

4.3 Exceeding the delivery date(s) does not entitle Customer to dissolve or terminate (a part of) the confirmed order or claim damages.

4.4 Interface reserves the right to perform the delivery in stages and in different batches and to deliver the products at a later time, i.e. within (14) days after the expected delivery date.

4.5 If a confirmed order cannot be delivered in the agreed way due to Customer’s default, Interface will be entitled to charge Customer for the costs associated with this such as storage or sell the products to a third party at our own account and risk. Customer will then still owe the purchase price plus interest, where appropriate reduced by the proceeds of the sale to the third party.

5. Retention of title

5.1 Interface reserves the right to the title of any and all products delivered until Customer has paid all outstanding amounts to Interface in full.

5.2 Customer shall keep the delivered products with the necessary care and precautions (including but not limited to clearly marking the products as owned by Interface) so that Interface can effectuate its rights if needed.

5.3 Customer will be responsible for any damages to and/or loss of products and shall insure the delivered products against fire, burglary and other risks.

5.4 The products for which final payment has not been made shall not be modified, encumbered, transferred, or removed by Customer without Interface’s prior written consent.

5.5 As long as the title of the products has not been transferred to Customer, Customer can only sell products, at least until the date of a possible insolvency or suspension of payment, in the context of Customer’s normal business operations. Customer is not allowed to pledge or confer the title of the delivered products.

5.6 In the event of a credit sale by Customer, Customer must stipulate a retention of title from third parties in accordance with the provisions contained in this article, as long as the title of the products has not been transferred to Customer.

5.7 Customer shall immediately notify Interface in writing if (a part of) the products are being (threatened to be) seized or otherwise claimed and notify the bailiff, administrator or trustee of our rights in case of seizure, suspension of payment or Customer’s insolvency.

5.8 When Customer fails to meet its payment obligations or if Interface has a good reason to fear Customer will fail in meeting its payment obligations, and Customer fails to declare itself prepared to comply with its obligations within a reasonable period after a written demand by Interface, Interface reserves the right to either temporarily or permanently retrieve the products under retention of title. Customer shall authorise Interface to enter the premises where the products are located to retrieve them, and shall ensure all relevant third parties are informed of said authorisation.

5.9 Interface undertakes to release the securities Interface is entitled to upon Customer request if the realisable value of the securities exceeds the claims to be secured by more than 15%. The selection of the securities to be released shall be at Interface’s discretion.

6. Defects and complaints

6.1 Excluding fair wear and tear of the products by Customer, and excluding second choice or “Trial Material” products, Interface warrants that the products will be free of any serious or manufacturing defects in design, material and workmanship, subject further to the stipulations in this clause, specifically 6.5, and Interface’s standard warranty conditions. In the unlikely event of a defect, Interface shall choose to either repair the defective products, replace them with similar new products or pay a reasonable compensation for the defective products. Interface makes no other warranty with respect to the products, and disclaims any and all warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. Interface personnel are not authorized to alter this disclaimer of warranty.

6.2 All products must be thoroughly inspected by the Customer immediately upon receipt of the products.

6.3 Customer must notify Interface in writing within 10 working days concerning any visible defects following delivery. No installation should take place if a defect has been discovered. Any hidden defects that exclusively appear after use, must be reported to Interface in writing within 10 working days after these have been become apparent to Customer.

6.4 Customer will assist Interface with its investigation of Customer’s complaints.

6.5 Interface’s warranty to either repair, replace or compensate any defective products shall not exist when:

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- Customer hasn't informed Interface of the defect in accordance with 6.3
- The defectiveness is caused by (future) governmental regulations with respect to the nature or quality of the applied materials;
- The defect concerns minor abnormalities in quality, size, material structure or shading;
- The products have been treated carelessly, in violation of our instructions or cut up, or treated, processed, used or damaged in any other way.
- Different and/or more stringent demands have been made to the activities undertaken and/or the delivery than known when the order was confirmed;
- Repairs or other actions have been performed by a third party without Interface's prior written consent;
- The products were indicated as second choice or “Trial Material” or to have minor defects upon ordering.

6.6 Customer is not entitled to return the products without Interface's prior written consent. If Customer returns products without consent, these shall be kept available to Customer at its own expense and risk, without this resulting in recognition of a claim.

7. Force Majeure

7.1 If Interface cannot meet its obligations due to force majeure, such obligations shall be suspended for the duration of the force majeure event and Interface shall not be liable to Customer for delay or non-performance of its obligations.

7.2 If the force majeure lasts for two months, parties shall be entitled as of right to completely or partially terminate the confirmed order in writing. In the event of force majeure, Customer has no right to any damages.

7.3 Force majeure means in any event all circumstances beyond Interface's control, which prevents Interface from meeting (a part of) its obligations. Such circumstances include strikes and lockouts, discontinuation or other problems during production by Interface or its suppliers and/or during transport and/or measures taken by any government body or any other events or circumstances beyond Interface's reasonable control, whether similar or dissimilar to any of the foregoing.

7.4 Interface shall promptly notify Customer of a force majeure.

8. Liability

8.1 Interface is only liable towards Customer for direct damages if and insofar as the direct damages are a result of intent or wilful misconduct by Interface and/or its managerial subordinates.

8.2 Interface's liability for damages will in any event be limited to the total amount of the order concerned excluding VAT for each event and shall never include any indirect and/or consequential damages, such as intangible loss, lost profits or goodwill, damage to the company and/or the environment. Any connected events shall count as one.

8.3 Interface's liability which cannot be excluded or limited shall be subject to the provisions of relevant mandatory law (e.g. rules, regulations, statutes) regarding product liability, fraud, death or personal injury resulting from negligence (or other causes determined by aforementioned mandatory provisions).

8.4 Interface is not liable for any third party damages related to the use of our products or any other information provided by Interface to Customer and Customer will indemnify Interface for all claims and damages that third parties suffer or may suffer.

9. Termination

9.1 Interface is entitled to completely or partially terminate a confirmed order (as of right) without further notice of default (and without prejudice to our other (statutory) rights), when:

- a. Customer defaults on one or more of the obligations related to a confirmed order and these Terms.
- b. Customer is declared insolvent, suspension of payment is requested, its business has been shut down or

liquidated, or its business has been transferred to a third party;

- c. the delivery is rejected after inspection or re-inspection.

9.2 Upon the occurrence of an event listed under clause 9.1 a), b) or c) above, all of Customer outstanding orders are terminated as of right by operation of law, unless, and subject to Interface's sole discretion, Customer is notified by Interface to comply within a reasonable period. For the duration of such period, and without Interface incurring any liability, Interface may suspend its obligations until Interface is sufficiently convinced Customer can fulfil its obligations under the contract.

9.3 If a contract is terminated, all unpaid Customer invoices and any other outstanding amounts from Customer owed to or claimed by Interface will be immediately due and payable to Interface. Furthermore, Customer shall be liable for all damages suffered by Interface including, but not limited to, loss of profit and transportation costs.

10. Intellectual property

10.1 All current and future intellectual property (rights) in, of and/or related to the products are owned by and will remain with Interface. This includes, but is not limited to estimates, designs, drawings, production processes, trademarks, and images.

11. Confidentiality

11.1 All non-public information Customer receives from Interface and of which it is apparent to a reasonable person that such information is confidential, such as prices, commercial terms, designs, sales plans and marketing information, must be kept confidential and not disclosed to any third parties.

12. Miscellaneous

12.1 Customer is not allowed to transfer or assign its rights and/or duties to any third party without Interface's prior written consent.

12.2 Interface may transfer or assign its rights and/or duties to an Interface member group company.

12.3 Failure by either party to act on a provision in these Terms will not be deemed a waiver of that party's right.

12.4 Nothing in these Terms or act of either party shall constitute or imply a partnership, agency or joint venture.

12.5 In the event that a provision in these Terms is determined to be invalid or unenforceable, such provision is severable in which case it will be replaced by a provision that comes as close as legally and economically possible to the original provision.

13. Compliance

13.1 Customer shall comply with, and render all necessary assistance to ensure Interface is in compliance with all national and local laws, ordinances, rules and regulations in connection with the sale, use, shipment or disposal of any product, in connection with the Customer's duties under these Terms, including without limitation, compliance with necessary government permits, approvals, export control regulations, custom requirements, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the laws and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (“OFAC”), the U.S. Department of Commerce's Bureau of Industry and Security, the United Kingdom Office of Financial Sanctions Implementation, and the (member states of the) European Union (“EU”).

14. Applicable law and competent court

14.1 These Terms and orders shall be governed by and construed in accordance with the local laws of the country where the selling Interface entity is located and subject to the exclusive jurisdiction of the competent local courts where the selling Interface entity is located.

14.2 The applicability of the Vienna Sales Convention is excluded.