

## TERMS OF SALE

### **PARTIES:**

HOUSE OF CAPRICORN, S.A., incorporated and registered in Portugal with company number 518350827 whose registered office is at Avenida da Liberdade 224, 1st floor,1250-148, Lisboa, Portugal hereinafter referred to as "The Seller"

**and**

[...], incorporated and registered in [...] with company number [...] whose registered office is at [...] hereinafter referred to as "The Buyer."

### **WHEREAS:**

- A. The Seller engages in, among other activities, Manufacturing of: wooden furniture for other purposes; kitchen furniture; mattresses; office and commercial furniture; metal furniture for other purposes; furniture made of other materials for other purposes; cushions, duvets, and poufs; lighting materials; candles, and perfumes;
- B. The Seller is the owner of the registered trademark " HOUSE OF CAPRICORN";
- C. HOUSE OF CAPRICORN intends to commercialize articles under the brand "HOUSE OF CAPRICORN" brand;
- D. The Buyer has expressed interest in Buying several Products under the brand "HOUSE OF CAPRICORN";
- E. The Parties are interested in establishing a partnership for the commercialization of products under the " HOUSE OF CAPRICORN" brand.

1. **General Provisions.** These terms and conditions (the "Terms and Conditions") are applicable to the attached order confirmation (the "Order") for the products listed therein (the "Products"), as well as to the related sale and delivery by "Seller to the Buyer. Any terms and conditions indicated by the Buyer and not agreed in writing by the Seller will not apply.
2. **Proposal and Acceptance.** Upon receipt of the Order by mail or email, it shall be considered, in accordance with the jurisdiction of Lisbon courts, as confirmed and irrevocable until the date indicated in the Order for the delivery of the Products and without prejudice to what is indicated in clause 5 of these Terms and Conditions.

The Order may be accepted by the Seller, in whole or in part, at its own discretion, either by sending an order confirmation or, without any previous notice, by performing the service within the date for the delivery of the Products indicated in the Order. Upon acceptance of the Order by the Seller in the modalities, the sale agreement will be executed (the "Agreement").

3. **Modifications.** The Seller reserves the right to change or cancel at any time any Product, line of Products, or characteristic of the Products (e.g., modifications of items, product models, colours, and sizes) for production or manufacturing reasons, giving written communication thereof to the Buyer.

Such modifications and/or cancellations will be deemed accepted by the Buyer unless the Buyer notifies the Seller in writing, within 5 working days of its intention to cancel the modified Products. In such a case, the Seller will be liable towards the Buyer exclusively for returning any payment already received for the Order, with all and any claims of compensation for direct or indirect damages (e.g., loss of profit) expressly waived and excluded by the Buyer.

In any case, the order is considered to be completely fulfilled even if 10% of the articles ordered are not shipped or if articles different from those ordered are shipped in a percentage not exceeding 10%.

- 4. Payments, Pricing & Order Requirements.** The minimum wholesale order value is €1200. Orders must be submitted via email to [wholesale@houseofcapricorn.pt](mailto:wholesale@houseofcapricorn.pt). Orders are confirmed only upon receipt of a 40% advanced payment or written approval from House of Capricorn S.A., with the remaining 60% due upon receipt of the order (NET30). Payments shall be made in the modalities and within the due date indicated in the Order. Bank charges shall be borne by the Buyer.

Interest for delayed payment will be calculated in accordance with Decree-Law No. 62/2013, transposing Directive 2011/7/EU on combating late payment in commercial transactions. A delay in payment by the Buyer of more than 30 (thirty) days beyond the established due date to the Seller, failure to provide any requested credit instrument, or failure to open a letter of credit, stand-by letter of credit, or bank guarantee within the established terms shall entitle the Seller to terminate this Agreement, in accordance with Portuguese Civil Code, or to suspend performance of the Agreement, at the Seller's discretion.

- 5. Claims.** Upon receipt of the Products, the Buyer shall verify their compliance with the Order. Any claim for quantity discrepancies or defects in the Products must be forwarded in writing to the Seller within 7 (seven) days of receipt of the Products, in accordance with Article 913 of the Portuguese Civil Code. Photographic evidence is required for processing claims. All returns must be authorized in advance by the Seller in writing. Approved claims will result in a replacement or store credit. Refunds will not be issued unless otherwise agreed.

The Buyer waives the right of recourse against the Seller, without prejudice to the general rules on warranty for defects under Portuguese law.

- 6. Liability.** The Seller shall not be liable for defaults or delays due to force majeure, acts of public authorities, strikes, accidents, or other unforeseen events beyond its control, except in cases of gross negligence or wilful misconduct.

The Seller shall not, under any circumstances, be liable for incidental, special, punitive, or consequential damages, or for loss of goodwill or profits, except for damages caused by fraud or gross negligence.

- 7. Limitations.** The Buyer undertakes to sell the Products exclusively at the points of sale specified in the Order. The Buyer may not transfer the Order to any third party, in whole or in part, without the Seller's

express consent. The Seller retains the right to transfer the Agreement, in whole or in part, to its Group companies or to third parties.

8. **Intellectual Property.** The Buyer may use images, descriptions, trademarks, and logos of the Products owned or licensed by the Seller only upon prior written consent and in strict compliance with these Terms and Conditions. Any such use (e.g., in points of sale, on advertising materials, or online) must be pre-approved by the Seller.
9. **Failure to Receive Products.** If the Buyer fails to fulfil its obligation to receive the Products, it shall pay a penalty equal to 50% of the price of the Products, as provided under Article 798 of the Portuguese Civil Code, without prejudice to the Seller's right to seek compensation for additional damages.
10. **Confidentiality.** The Buyer agrees not to disclose any confidential information related to the Seller, including technical, commercial, or financial details, except for information that is demonstrably in the public domain.
11. **Termination.** The Agreement shall terminate automatically if the Buyer breaches any obligations set forth in clauses 4, 7, 8, 9, or 10.
12. **Jurisdiction.** These Terms and Conditions are governed by Portuguese law. The courts of Lisbon shall have exclusive jurisdiction over any disputes arising from or related to the Order.
13. **Amendments and Updates.** House of Capricorn reserves the right to update these terms with 30 days' notice. Continued business implies acceptance of updated terms.

Lisbon, [...] 2025

The Seller

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Name:

Capacity:

\_\_\_\_\_  
Name:

Capacity:

The Buyer

\_\_\_\_\_  
Name:

Capacity:

\_\_\_\_\_  
Name:

Capacity: