

## General terms of sale - Dealership Agreement

### Article 1 - Definition of concepts

The following definitions are used in these general terms of sale:

- Principal: Doors, Covers & More B.V.
- Dealer: the buyer/distributor/reseller of Products and/or Services, not being an End-user or a consumer to whom Principal sells directly;
- Parties: Principal and the Dealer;
- End user: the party who purchases the Product for his own use;
- Agreement: the arrangements laid down in writing between Principal and the Dealer concerning the delivery of Products and/or Services, of which these general terms of sale are part;
- Products: products to be supplied by Principal;
- Services: activities to be carried out by Principal.

### Article 2 - General

1. These general terms of sale shall apply to all orders, offers and Agreements and other legal relationships with Principal with regard to Products and/or Services to be supplied to the Dealer.
2. Any general terms of delivery / purchase used by the Dealer shall be expressly rejected.
3. The English text of these general terms of sale shall be determining for their interpretation.
4. In the event of contradiction, special written Agreements between the Parties shall take precedence over these general terms of sale.
5. If, and in so far as, provisions in the Agreement including these general terms of purchase, are in violation of provisions of mandatory law, are null or annulable, as much significance as possible shall nevertheless be attributed thereto, without this leading to the violation, nullity or annullability concerned.
6. If there is a lack of clarity about the interpretation of one or several of the provisions of these general terms of sale, then interpretation shall take place in accordance with the purport of these provisions.
7. If strict compliance with these terms is not always enforced, that does not mean that the provisions thereof are not applicable, nor that Principal could thereby lose to any degree the right to demand strict compliance with the provisions of these terms after all or in other cases.
8. In the event of a difference of opinion about matters relating to (compliance with) the Agreement, the administrative records of Principal shall be decisive in so far as these relate thereto.

### Article 3 - Applicable law and court

1. Dutch law shall be exclusively applicable to all orders, offers and Agreements with Principal, as well as to other legal relations between the Parties that are closely related herewith, even if an obligation is carried out entirely or partly abroad or if the Dealer involved in the legal relation has its registered office abroad. Applicability of foreign legislation and of the Convention on the International Sale of Goods (CISG) shall be excluded.
2. The court of Amsterdam shall be exclusively competent to take cognisance of all disputes between the Parties.



#### **Article 4 - Offers, prices and conclusion of Agreement**

1. Principal can revoke and acknowledgement of an order as long as no written acceptance thereof is made in due time by the Dealer.
2. An acknowledgement not timely accepted by the Dealer will not be binding unless Principal confirms in writing it will proceed with the delivery.
3. Principal shall not be held to stand by an offer if the Dealer can reasonably understand that this offer is based on an apparent mistake or writing error.
4. An Agreement shall contain: a specific Purchase Order with the amount of products / services involved, article numbers, shipping (address) information, way of delivery and delivery date and be concluded by the (timely written) acceptance of a written offer or - for lack thereof - by acceptance of Products or Services.
5. Prices in the offer / Agreement shall be net prices, excluding of turnover tax (VAT) and other government-imposed levies. Any discounts agreed upon have therefore been taken into account in the offer and/or open quotation model.
6. The risk and costs of shipping which apply on the date of the Agreement shall be at the risk and expense of the Dealer (Ex Works; Incoterms 2000).
7. Principal shall be entitled to increase the agreed price if: (1) this increase results from a competence or obligation pursuant to any legislation or regulation, (2) if such an increase has occurred in the price of raw materials, wages, etc. that it could not have been anticipated at the time of conclusion of the Agreement, or (3) in the event that any payment (in advance) period is exceeded.
8. Partial acceptance of a composite price quotation shall not oblige Principal to perform part of the order at a corresponding portion of the price quoted.

#### **Article 5 - Modification of the Agreement**

1. If in the opinion of Principal a proper performance requires an adjustment of the Agreement, the Parties shall be held to arrive at the required adjustment in mutual consultation.
2. Principal shall not be held to perform the Agreement any sooner than after acceptance by the Dealer of the further price stated for the adjustment and of the other conditions relating thereto, including the period of execution. The fact that a modified Agreement is not performed or is not performed immediately shall not constitute a shortcoming of Principal.
3. Cancellation of an agreement by the Dealer shall be possible only against payment by the Dealer of all costs already incurred by Principal for the execution of the Agreement and of the profit lost because of the cancellation.

#### **Article 6 - Assignment of obligation**

1. The Dealer shall not be entitled to assign to a third party any right or obligation resulting from this Agreement without prior written permission from Principal.
2. Even in the event that Principal consents thereto, the Dealer, next to the third party, shall continue to be fully responsible and liable for the fulfilment of the obligations transferred from the Agreement.

#### **Article 7 - Payment and collection costs**

1. Payment in advance shall take place by means of bank transfer within fourteen days after the date of invoice or within the period and the manner and in the currency as indicated by Principal (whether or not on the invoice) and the bank account of Principal must have been credited before Principal can be held to carry out this delivery of Products or Services to the Dealer.



2. In the event of allowed payment by means of credit card, foreign bank transfer, letter of credit, etc., the currency exchange costs and transaction costs shall be at the expense of the Dealer.
3. Principal shall be entitled to carry out the Agreement in several phases and to invoice separately (in advance) the part carried out in this way.
4. The Dealer shall not be allowed to set off any amounts which it owes to Principal against any claims which it has on Principal.
5. Principal shall be entitled to refuse an offer of payment, without thereby being in default, if the Dealer indicates another order for the allocation of the payment than results from Dutch legislation.
6. Objections to (the amount of) an invoice shall not suspend the payment obligation.
7. In the event of late payment the Dealer shall be in default by force of law. As of the moment of expiration of the payment period the Dealer shall owe over the amount owed the EURIBOR interest rate + 5 %.
8. All reasonable costs to obtain compliance in the event of non-compliance shall be at the expense of the Dealer. The extrajudicial costs shall be calculated on the basis of that which is customary in Dutch debt collection practice (*Besluit Buitengerechtelijke Incassokosten*). However, if Principal has incurred higher costs, which were reasonably necessary in order to obtain satisfaction out of court, then the costs actually incurred shall also qualify for compensation. The Dealer shall owe interest over these costs owed as well.
9. The reasonable costs to be compensated as referred to in the previous section shall also include judicial costs, including those of legal assistance, in so far as these costs exceed the amount of the court order to pay the costs of the action on the basis of the applicable Dutch legislative provisions.

#### **Article 8 - Recall**

1. The Dealer shall see to an up-to-date file containing the customer base for the Products. At least the following data shall be included in that file: name, address and town of those customers, a description of the Products which have been delivered to each of them, including the serial number and article number of each Product and the date on which the Product has been delivered to the end-customer.
2. If Principal finds it necessary to take recall measures, then the Dealer shall make available that update customer file at the first request of Principal. Principal shall use the file for the purpose of recall measures only. By recall shall be understood: warning about a fault in the Product, calling back and taking back faulty Products, all in the widest sense of the word.
3. The Dealer shall co-operate in recall actions in other respects as well. In connection herewith the Dealer shall comply with all instructions from Principal or from third parties, unless it cannot be reasonably expected to comply with such instructions. The costs of the recall measures shall be supported by Principal, on the understanding that the Dealer shall support the costs which are involved in the deployment of its employees and its business operating resources.
4. If the Dealer does not fulfil any obligation resulting from this article, that shall constitute a ground for immediate termination of the (distribution / reseller) Agreement. In that case Principal shall not owe any compensation to the Dealer.
5. Principal shall be entitled to claim from the Dealer compensation for any losses which it suffers as a result of non-fulfilment by the Dealer of its obligations pursuant to this article.



#### **Article 9 - Delivery**

1. Principal shall be entitled to contract out to third parties (parts of) obligations resulting from the Agreement.
2. Periods of delivery / handover shall not be fatal periods, so that the fact that such a period expires without delivery or handover having taken place shall not constitute an omission of Principal.
3. Products shall be delivered ex works of Principal (EXW; Incoterms 2000).
4. If delivery of the Products is not taken on time, the Products shall be stored at the expense and risk of the Dealer.
5. Minor deviations of the products or Services delivered from the Agreement shall not be qualified as a shortcoming if the Products or Services delivered possess the qualities which are necessary for a normal use thereof or for the use anticipated (by an End-consumer) in the Agreement.
6. The Dealer shall be held to inspect or have inspected the products immediately after delivery. In that inspection the Dealer shall examine whether the quality and the quantity are in compliance with that which has been agreed.
7. The Dealer shall be held to notify Principal of any shortcoming immediately and in writing, with a description of the shortcoming and with presentation of the original purchase invoice. The Dealer shall no longer be entitled to invoke that the Products are not in compliance with that which has been agreed if it has not notified Principal thereof within fourteen days after delivery in the event of visible faults and within two months after delivery in the events of invisible faults.
8. Even if the Dealer files a complaint in time, this shall not suspend its payment obligation. Also in that case the Dealer shall be held to continue to accept and pay for the other Products ordered.

#### **Article 10 - Retention of ownership**

1. Without prejudice to the provisions elsewhere in these terms the Products supplied within the framework of this Agreement shall remain the property of Principal until the Dealer shall have properly fulfilled all obligations resulting from the Agreement or other Agreement(s) entered into with Principal.
2. The Dealer shall not be entitled to resell any Products covered by the retention of ownership, to use them as a means of payment, to pledge them or to encumber them in any other way.
3. Only under retention of ownership shall the Dealer be competent in the normal conduct of its business to sell and deliver Products to which Principal can exercise a right of retention of ownership. The Dealer shall clearly stipulate the retention of ownership towards its Customers and shall agree that the Products can be taken back at first request as long as the purchase price has not been paid to the Dealer.
4. As long as the Dealer has not fulfilled its payment obligation or if there is a good reason to doubt that those obligations will be fulfilled (in time), Principal shall be entitled to take back the Products supplied.
5. The Dealer shall be obliged to keep proper records of the goods supplied under retention of ownership, to insure and keep insured these Products and to make the insurance policy available to Principal for inspection at the first request. In the event of any payment by the insurance company Principal shall be entitled to these insurance payments.
6. The Dealer shall not be entitled to invoke a right of retention of ownership with regard to Products of Principal; neither for costs of storage, nor to set off these costs against a debt to Principal.
7. If third parties attach Products falling under a retention of ownership, or wish to establish or exercise rights thereto, then the Dealer shall so notify Principal forthwith.
8. As soon as Principal indicates that it exercises its retention of ownership rights as referred to in this article, the Dealer hereby gives unconditional and irrevocable permission in advance to Principal (or



to third parties to be designated by Principal) to access all those places where the Products are located according to the Dealer, in order to take back these Products.

9. All costs associated with the taking back as referred in this article such as - but not limited to - costs of disassembly, transport and legal assistance - shall be at the expense of the Dealer. In addition the Dealer shall be liable for the decrease in value of a Product taken back such as - but not limited to - as a result of use, damage, ageing and reduced saleability.

#### **Article 11 - Demo equipment**

1. An Agreement concerning the use or the loan of a demo Product shall be concluded in the same way as an Agreement.
2. A demo Product shall be returned in due time as agreed upon.
3. If a demo Product has not been returned within the agreed period, then an Agreement shall have been concluded by the acceptance and the Dealer shall owe to Principal for that product a purchase price which shall be equal to the then applicable sales price increased by the EURIBOR interest rate +5 % per year.

#### **Article 12 - Guarantee and warranty**

1. The Products shall comply with the requirements and standards which may reasonably be imposed thereon at the time of delivery in the event of normal use or special (agreed) use. The Principal gives guarantee to the Dealer for the products delivered for a period of 2 (two) years from the date of the invoice issued if not agreed differently. The guarantee given by the Principal is not applicable to units or parts of units which are subject to quick depreciation or damage; similarly, the guarantee does not apply to units or parts of units damaged as a result of impact during transportation, because of the non-professional use of the units or the use under conditions which are abnormal in the industry and the non-observance of the Principal's instruction for malfunction and mounting.
2. A warranty obligation may be fulfilled, and this at the choice of Principal, either by replacing a faulty Product, by repairing it, or by paying a compensation. The amount of such a compensation shall be determined with observance of the provisions laid down in Section 12.7. In the event of replacement or repair the Dealer shall be held to return the Product to be replaced to Principal.
3. Return shipments of Products under warranty shall take place on a "Carry In" basis (shipping costs at the expense of the Dealer). Principal shall be entitled to refuse Products which have been sent in another way than the way mentioned above. Principal shall return at its expense Products which have been repaired or replaced under warranty to the Dealer.
4. Only if Principal does not fulfil its obligation to replace or repair within a reasonable period after having been summoned to do so in writing, shall it be liable for, at the most, the costs of a repair by a third party. In the event of such a repair, however, the costs to be compensated for by Principal shall never be higher than half the original purchase price. In the event of a necessary replacement Principal shall never owe the Dealer more than half the original purchase price. Moreover, in that case the Product shall first be returned to Principal in its original state. If repairs have been carried out in the meantime or if changes have been made by or on behalf of Principal, or if this has been done with its explicit permission, then the Product may be returned in the state in which it was immediately after that repair or change.
5. If it is established that a complaint is unfounded, then the costs of handling, including the examination costs on the side of Principal, shall be at the expense of the Dealer.
6. Principal shall not be held by any warranty for faults which have not been reported to Principal in writing within fourteen days after they have been discovered. The same applies to goods if faults in these goods have not been reported within fourteen days after they could reasonably have been



discovered. A notification to that effect shall have been sent not later than fourteen days after expiration of the warranty period referred to in this article.

7. For (the repair of) faults which are not covered (any more) by the warranty as referred to in this article, all costs of repair or replacement, including administrative, shipping and turning out costs, shall be charged to the Dealer. Non-warranty return shipments shall be accepted only after acceptance by Principal of a written notification to that effect from the Dealer.

### **Article 13 - Liability**

1. The liability of Principal under the Agreement shall be limited to the warranty obligations. In particular Principal shall not be liable for business interruption losses and/or consequential losses, loss of profit, loss of savings of costs, of whichever, nature, which may arise for the Dealer or for third parties as a direct or indirect consequence of (the use of) the Products supplied by Principal.
2. Therefore Principal shall be liable only for direct losses as a result of non-compliance with warranty obligations. Before compensation for such losses can be claimed, Principal shall first be offered in writing a reasonable period to fulfil its obligations as yet or to perform a (counter-)investigation into the loss or to have such a (counter-)investigation performed by an expert agency. If it appears that Principal is not liable, then the Dealer shall reimburse Principal for the costs incurred at the first request from Principal.
3. Principal shall not be liable for any losses as a result of the use and/or storage of Products.
4. Principal shall not be liable for any losses as a result of behaviour of persons that Principal has used in the execution of an obligation.
5. Without prejudice to the other provisions Principal shall be liable only for (losses as a result of) non-performance in the fulfilment of an obligation, if and so far as there has been intent or gross fault.
6. The liability of Principal within or outside the framework of the Agreement shall furthermore be limited at any rate to (whichever is the lower) either the amount which in connection herewith is paid to Principal by its insurance company, or the invoice value of that part of the Agreement to which the liability relates.
7. Without prejudice to the other provisions of these terms and in deviation from the legal periods all legal claims shall be subject to the statute of limitation on the ground of a shortcoming in the fulfilment of an obligation and the defences based thereon towards Principal and the third parties used by Principal in the execution of an Agreement, by the expiration of one year after the start of the day following the day in which the claim concerned became eligible.
8. In the event that claims are disputed by Principal, the Dealer shall have filed a claim in court within 6 months under penalty of this claim being null and void.

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