

General terms of sale - Customer Agreement

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Article 1 - Definition of concepts

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

- Principal: Doors, Covers & More B.V.
- Parties: Principal and the Customer;
- Customer: the party who purchases the Product for its own use, not being a consumer;
- Agreement: the arrangements laid down in writing between Principal and the Customer 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 Customer.
2. Any general terms of delivery / purchase used by the Customer 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 Customer 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. The Customer shall issue for each delivery of Products an order. An order of the Customer shall only be ready for acknowledgement by Principal if the order contains the following specifications: the quantity of ordered Products, including article numbers; shipping (address) information; way of delivery and requested delivery date.
2. An agreement for the order is only reached once Principal confirms the order by sales confirmation.
3. Principal shall not be held to stand by an offer if the Customer can reasonably understand that this offer is based on an apparent mistake or writing error.
4. Prices in the offer / Agreement shall be net prices in Euro (€), 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.
5. If and to the extent the Customer wishes to receive invoices in the currency of the country where it is located, the agreed upon price in Euro will be converted into such currency according to the exchange rate applicable on that date on which the (original) invoice was drawn up.
6. The risk and costs of shipping which apply on the date of the Agreement shall be at the risk and expense of the Customer (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 Customer 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 Customer shall be possible only against payment by the Customer 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 Customer 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 Customer, 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 thirty (30) 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 Customer.
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 Customer.
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 Customer shall not be allowed to set off any amounts which it owes to Principal against any claims which it has on Principal. The Customer shall also not be allowed to award itself any discount and/or rebate based on early and/or timely payment of any amount within the payment term as set forth in the invoices, unless the Customer has received the prior express written consent of Principal.
5. Principal shall be entitled to refuse an offer of payment, without thereby being in default, if the Customer 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 Customer shall be in default by force of law. As of the moment of expiration of the payment period the Customer shall owe over the amount owed the commercial interest at the statutory rate as applicable at that time in The Netherlands.
8. All reasonable costs to obtain compliance in the event of non-compliance shall be at the expense of the Customer. 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 Customer 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. If Principal finds it necessary to take recall measures, then the Customer cooperate with Principal in all recall actions in order to perform such recall. 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.
2. In connection herewith the Customer 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 Customer shall support the costs which are involved in the deployment of its employees and its business operating resources.
3. If the Customer does not fulfil any obligation resulting from this article, that shall constitute a ground for immediate termination of the Agreement. In that case Principal shall not owe any compensation to the Customer.
4. Principal shall be entitled to claim from the Customer compensation for any losses which it suffers as a result of non-fulfilment by the Customer 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 Customer.
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 in the Agreement.
6. The Customer shall be held to inspect or have inspected the products immediately after delivery. In that inspection the Customer shall examine whether the quality and the quantity are in compliance with that which has been agreed.
7. The Customer 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 Customer 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 Customer files a complaint in time, this shall not suspend its payment obligation. Also in that case the Customer 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 with(in the framework of) this Agreement shall remain the property of Principal until the Customer shall have properly fulfilled all obligations resulting from the Agreement or other Agreement(s) entered into with Principal.
2. The Customer shall not be entitled to use any Products covered by the retention of ownership as a means of payment, to pledge them or to encumber them in any other way.
3. As long as the Customer 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.
4. If third parties attach Products falling under a retention of ownership, or wish to establish or exercise rights thereto, then the Customer shall so notify Principal forthwith.
5. As soon as Principal indicates that it exercises its retention of ownership rights as referred to in this article, the Customer 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 Customer, in order to take back these Products.
6. 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 Customer. In addition the Customer 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 - Intellectual Property

1. Without prejudice to the provisions elsewhere in these terms all intellectual property rights, including but not limited to patents, designs, trademarks and copyrights on products, models,



designs, works, methods and/or services, as well as any protected know-how in this regard, developed by Principal before, during or as a result of the Agreement with the Customer, including those developed on the specific requirements of the Customer, as well as the domain names, brand names and trade names related to these rights and/or the organization of and/or production by Principal and/or the (legal) person of Principal, are the sole and exclusive property of Principal.

2. The provisions of this article entail that the Customer is not allowed to use these products, works, working methods, services, protected know-how and/or related patents, trademarks and domain names developed by Principal before, during or as a result of the Agreement in any other way, both during and after the term of the Agreement, unless the Customer has received the prior express written consent of Principal.

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. Principal guarantees to the Customers that the Products delivered will comply with such requirements and standards for a period of 2 (two) years from the date of the invoice issued, unless agreed upon in writing differently. The guarantee given by Principal is not applicable to Products or parts of Products which are subject to quick depreciation or damage; similarly, the guarantee does not apply to Products or parts of Products damaged as a result of impact during transportation, because of the non-professional use of the Products 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 Customer 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 Customer). 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 Customer.
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 Customer 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 Customer.
6. Principal shall not be held by any warranty for faults in and /or defects of Products which have not been reported to Principal in writing within fourteen (14) days after they could reasonably have been discovered. A notification to that effect shall have been sent not later than fourteen (14) days after expiration of the warranty period referred to in this article.
7. For (the repair of) faults and/or defects 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 Customer. Non-warranty return shipments shall be accepted only after acceptance by Principal of a written notification to that effect from the Customer.

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 Customer 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 Customer 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 insofar 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 (1) 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 Customer shall have filed a claim in court within 6 months under penalty of this claim being null and void.

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