



General Terms and Conditions of Sale and Delivery

Article 1 Definitions

- 1.1 In these General Terms and Conditions, the following terms are defined as follows:
- a. **InnoVfoam:** The private limited company InnoVfoam B.V., located at Lorrie 9, 1724 BL Oudkarspel, registered in the Dutch commercial register of the Chamber of Commerce under number 91919738.
 - b. **General Terms and Conditions:** The present general terms and conditions of sale and delivery of InnoVfoam.
 - c. **Business Location:** The business premises where InnoVfoam is established, including all demonstration and testing facilities on-site at Lorrie in Oudkarspel.
 - d. **Services:** Any form of service provided to InnoVfoam under an Assignment in the broadest sense of the word.
 - e. **Customer:** Any (legal) person who enters into an Agreement with InnoVfoam, or any party that intends to enter into an Agreement with InnoVfoam and has received a Quotation and/or visited the Business Location of InnoVfoam.
 - f. **Product:** The fire protection system or product, or related product purchased or to be purchased by the Customer, including all (loose) goods and items that are the subject of the Agreement.
 - g. **InnoVfoam Employee:** Any natural person employed by or working for InnoVfoam through its intermediary to carry out work for the Customer.
 - h. **Quotation:** Any non-binding offer and quotation (including attachments, documentation, and images, etc.) from InnoVfoam to the Customer.
 - i. **Assignment:** The assignment for Services, including but not limited to supporting the Customer with advice and/or installation regarding a Product to be purchased and/or purchased.
 - j. **Order:** The Customer's order to InnoVfoam for the delivery of the Product and/or Services.
 - k. **Agreement:** The agreement entered into between the Customer and InnoVfoam.
 - l. **Parties:** The Customer and InnoVfoam collectively.
 - m. **Written:** Any communication by mail, email, fax, SMS, WhatsApp, Telegram, or any other form of communication that, considering the state of the technology and prevailing views in social interactions, can be equated with this.
- 1.2 Definitions given in the singular also include the plural without losing their substantive meaning.

Article 2 Applicability of General Terms and Conditions

- 2.1 The General Terms and Conditions apply to all Quotations, Orders, and Assignments of InnoVfoam and form an integral part of all Agreements concluded by and/or with InnoVfoam. The General Terms and Conditions also apply to all Services to be provided by InnoVfoam and/or Products to be delivered. The Customer who has once entered into an Agreement with InnoVfoam agrees to the applicability of these General Terms and Conditions to future Quotations, Orders, Assignments, and Agreements.
- 2.2 Any purchasing or other conditions of the Customer do not apply unless the Parties expressly agree otherwise in writing. Any (previous) reference

by the Customer to its own or other general terms and conditions is expressly rejected by InnoVfoam and therefore not accepted.

2.3 Changes to the Agreement and deviations from the General Terms and Conditions will only be effective if they have been agreed upon between the Parties and must be recorded in writing.

2.4 InnoVfoam reserves the right to change the General Terms and Conditions at any time. The amended General Terms and Conditions will apply from the moment InnoVfoam informs the Customer of the change, provided that the general terms and conditions applicable on the day the Quotations were issued and the Agreements were concluded continue to apply to Quotations already made and Agreements already concluded, unless the Customer explicitly agrees to the amended General Terms and Conditions.

2.5 If any provision of these General Terms and Conditions is deemed null and void, is annulled, or is otherwise declared non-binding by a competent court, the remaining provisions of these General Terms and Conditions will remain in full force and effect. The Parties will then enter into consultations to agree on new provisions to replace the void, annulled, or otherwise non-binding provisions, taking into account, as much as possible, the purpose and intent of the original provision.

2.6 If the Customer comprises multiple (legal) persons or companies, they will be jointly and severally liable for fulfilling all obligations under the Agreement with InnoVfoam.

2.7 The titles above the articles are solely for identification purposes and

will be disregarded when interpreting the General Terms and Conditions.

2.8 The General Terms and Conditions are drawn up in Dutch, German, and English. In case of differences in interpretation between these texts, the Dutch text is binding.

Article 3 Quotations

3.1 All Quotations are non-binding unless expressly agreed otherwise in writing. If a Quotation has a limited validity period or is subject to conditions, this will be explicitly stated in the Quotation.

3.2 Should any other statement from InnoVfoam be considered or interpreted as a Quotation, it will be considered non-binding unless agreed otherwise in writing.

3.3 Acceptance of the Quotation by the Customer implies that the Customer has also agreed to the applicability and content of these General Terms and Conditions.

3.4 No rights can be derived from a Quotation in any way if the Services and/or Product to which the Quotation relates are no longer available in the meantime. After acceptance of the Quotation by the Customer, InnoVfoam has the right to revoke the Quotation immediately but in any case within five (5) calendar days after becoming aware of the acceptance by the Customer.

3.5 InnoVfoam cannot be held to a Quotation if the Customer could reasonably understand that the Quotation, or part thereof, contains an obvious mistake or error.

3.6 Although InnoVfoam will exercise due care in formulating its Quotation,



including price lists, models, brochures, and other information that may (become) relevant to any (future) legal relationship between InnoVfoam and the Customer, the Customer can never derive any justified trust regarding the accuracy of the information included therein unless expressly agreed otherwise in writing. Images, drawings, photographs, specifications, technical data, and further descriptions by InnoVfoam in catalogs, circulars, or otherwise offered promotional products are not binding and are only intended to give a general impression of the Products and Services sold and provided by InnoVfoam unless InnoVfoam explicitly states otherwise in writing and without prejudice to InnoVfoam's obligation to guarantee the correctness and completeness of the specified sizes and specifications of the Products to be sold. Minor deviations of minor importance are therefore permissible. InnoVfoam is in no case obliged to make any (additional) deliveries.

- 3.7 If the Quotation contains a combined price offer, InnoVfoam is not obliged to perform part of the Assignment at a corresponding part of the stated price.
- 3.8 A Quotation does not automatically apply to future Orders.
- 3.9 InnoVfoam is entitled to charge costs if no Agreement is concluded based on an InnoVfoam Quotation. In that case, the Customer owes InnoVfoam a reasonable fee for the costs associated with its price offer, such as the costs of designing or estimating, in accordance with Article 7:405 BW. Payment of these due offer costs must be made within 14 days of the date of the relevant invoice.
- 3.10 If no Agreement is concluded based on the Quotation, the Quotation and any associated documents (drawings,

technical data, etc.) must be returned to InnoVfoam at InnoVfoam's first request, and any copies or (digital) copies thereof must be destroyed and/or deleted.

Article 4 Agreement

- 4.1 The Agreement is concluded and binding when InnoVfoam has confirmed it in writing. The start of actual performance by InnoVfoam may also establish an Agreement between InnoVfoam and the Customer.
- 4.2 If reservations or changes are made to the Quotation in the acceptance, the Agreement will only be concluded once InnoVfoam has confirmed in writing to agree with these reservations or changes.
- 4.3 Oral promises by and agreements with subordinates of InnoVfoam do not bind InnoVfoam unless and insofar as they have been confirmed in writing by InnoVfoam.
- 4.4 If the Agreement is changed at the Customer's request after it has been concluded, including an addition, InnoVfoam is entitled to execute it only after the Customer has agreed and the Customer has agreed to the price specified for the execution and any other conditions. The failure to immediately carry out the amended Agreement does not constitute a breach by InnoVfoam.
- 4.5 Without being in default, InnoVfoam may refuse a request to amend the Agreement after it has been concluded if this could have a qualitative and/or quantitative impact on the Products and/or Services to be delivered. InnoVfoam is not liable for the direct and/or indirect consequences and/or damage resulting from a refusal as intended above.

4.6 For work and/or deliveries for which, due to their nature and/or scope, no Quotation and/or order confirmation is sent, the order confirmation from the Customer can be derived from the start of the work and/or deliveries by InnoVfoam. For such work, invoicing is based on actual time and materials.

between the Parties in accordance with paragraphs 4 and/or 5 of this article by more than 10% gives the Customer the right to cancel the Agreement in writing within seven days after the Customer has become aware or could have become aware of the price change. InnoVfoam is never obliged to pay any compensation to the Customer.

Article 5 Prices

5.1 The prices are, unless explicitly stated otherwise, based on the (factory) prices and exchange rates applicable at the time of the conclusion of the Agreement.

5.6 A budget made available by the Customer to InnoVfoam is never considered a (fixed) price agreed between the Parties for the performances to be performed by InnoVfoam. Only if this has been agreed upon in writing between the Parties is InnoVfoam obliged to inform the Customer in the event of an impending overrun of a preliminary estimate or budget provided by InnoVfoam.

5.2 All prices for the Customer are exclusive of VAT, other taxes, and duties that are levied or introduced for the delivery or performance unless explicitly agreed otherwise in writing. These taxes and duties will be charged to the Customer.

5.7 Unless the Parties agree otherwise, discounts on prices are considered to have been granted once and do not bind InnoVfoam to subsequent Agreements.

5.3 In the event of an increase in one or more cost price factors, after the day of sale but before the day of delivery, InnoVfoam is entitled to increase the offered or agreed price accordingly. This also applies if the components of the Product have become more expensive due to a change in the exchange rate. The applicable prices are those that apply on the day of delivery.

5.8 The price owed by the Customer is not dependent on the outcome or result achieved from the Assignment or Service, unless agreed otherwise in writing.

5.4 If, after the Agreement has been concluded, the freight and expedition costs, insurance premiums, import duties, taxes, and other levies from government authorities, both domestic and foreign, payable by InnoVfoam under this Agreement are increased, InnoVfoam has the right to pass these increases on in the prices.

5.9 If no fixed price is agreed upon, the price of the Service or Assignment will be determined based on actual hours worked. The price is calculated according to the usual hourly rates of InnoVfoam, applicable for the period in which the work is performed, unless a different hourly rate is agreed upon in writing.

5.5 An increase in the price agreed

Customer is not present again at the delivery time (with or without retention of title if the Customer has also not fulfilled their payment obligation, whereby ownership does not pass in accordance with the provisions of Article 10 of these General Terms and Conditions), the delivery will still take place, thereby transferring the risk (and the associated costs) of the (unassembled) Product to the Customer at the communicated delivery time. If the Customer has not met or does not meet their payment obligation, InnoVfoam will store the delivered (unassembled) Product (at the Customer's expense and risk). Without prejudice to the Customer's payment obligation and InnoVfoam's right to demand from the Customer in one go the amount owed to InnoVfoam, without prejudice to the other rights to which InnoVfoam is entitled, InnoVfoam is entitled to sell the (unassembled) Product at its discretion after one month – after InnoVfoam has again given the Customer notice of default and set a reasonable period for compliance – or to deliver the (unassembled) Product to the Customer (at the Customer's expense and risk).

6.11 If InnoVfoam stores the (unassembled) Product for the Customer (whether pursuant to the previous paragraph of this article of the General Terms and Conditions or by Assignment), storage is at the Customer's expense and risk. In this case, InnoVfoam's Business Location or another place designated by InnoVfoam serves as the place of delivery, and the sending of the invoice serves as notification of storage.

Article 7 Execution of the Assignment and Service

7.1 InnoVfoam will strive to execute the

Agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship (all this based on the state of knowledge known at that time).

7.2 InnoVfoam always determines its limits and the way in which the Assignment granted to it under the Agreement is carried out. InnoVfoam will, as far as possible and within the limits of laws and regulations, take into account timely provided and reasonable instructions from the Customer regarding the execution of the Assignment. The Parties acknowledge that the success of the work depends on good mutual cooperation.

7.3 All work performed by InnoVfoam under the Agreement is carried out based on a best-effort obligation, unless and insofar as InnoVfoam has explicitly promised a result in the written Agreement and the relevant result has also been sufficiently defined.

7.4 The Customer is obliged to cooperate fully in the smooth and efficient execution of the Assignment by InnoVfoam. This includes, among other things:

- a. Always providing access to InnoVfoam Employee(s) at the location where the work to be performed by InnoVfoam must take place;
- b. Ensuring good housing, facilities, as well as sanitation, and in general taking measures that are considered normal for good personnel care;
- c. Taking all precautionary and safety measures required by law or necessity;

- d. Ensuring good accessibility to the location where the work must be carried out;
- e. Providing lockable spaces where materials and tools of InnoVfoam can be stored safely and ensuring good surveillance of these;
- f. Installing the necessary electrical installations, wiring, and connections;
- g. Ensuring the presence of compressed air, electricity, and water, necessary for performing and testing the work and/or equipment;
- h. Carrying out the necessary structural work in advance, including in any case masonry, carpentry, and painting work;
- i. Cutting, breaking, and drilling holes for passing and securing pipes;
- j. Providing assistance for moving what is needed, insofar as this is not reasonably possible with two people, as well as providing the necessary hoisting and/or lifting equipment.

7.5 The period agreed or specified by InnoVfoam for the Service or Assignment is never a strict deadline. If the period referred to above is exceeded, the Customer must notify InnoVfoam of the default by registered mail, allowing InnoVfoam a reasonable period to still execute the Agreement.

7.6 The Customer ensures that all information, which InnoVfoam indicates is necessary or which the Customer reasonably should understand is necessary for the execution of the Agreement, is provided to InnoVfoam in a timely manner.

7.7 InnoVfoam is entitled to execute the Agreement in different phases and to invoice the portion executed separately. If the Agreement is executed in phases, InnoVfoam can suspend the execution of those parts belonging to a following phase until the Customer has approved the results of the preceding phase in writing.

7.8 If, under the Agreement, one or more InnoVfoam Employees are deployed at a location designated by the Customer, InnoVfoam will strive to select the right person(s) for the Customer. InnoVfoam determines, based on the information provided by the Customer and the characteristics, knowledge, and skills known to it of the person(s) in question, which person(s) it selects as an InnoVfoam Employee. InnoVfoam is entirely free in the choice of person(s) it employs to execute the Assignment. InnoVfoam is at all times entitled to replace one or more InnoVfoam Employees during the term of the Agreement. If the InnoVfoam Employee reports to the Customer at the agreed time and place for the work to be performed under the Agreement and is not allowed to start the work by the Customer, InnoVfoam is entitled to charge the Customer extra costs, without prejudice to the Customer's other obligations towards InnoVfoam.

7.9 InnoVfoam is entitled to involve one or more persons who are not directly or indirectly connected to InnoVfoam in the execution of the Assignment if, in InnoVfoam's opinion, this is desirable for an optimal execution of the Assignment. The applicability of Article 7:404, 7:407 paragraph 2, and 7:409 BW is then explicitly excluded. If the Customer wishes to involve one or more persons who are not directly or indirectly connected to InnoVfoam in the work

on the Product, InnoVfoam is never liable for the shortcomings of such a person.

7.10 If the Customer wishes to have the work carried out at a location designated by themselves, the Customer is obliged to provide InnoVfoam with written information regarding any safety and health regulations that must be observed by the InnoVfoam Employee when executing the Agreement at least three working days before the start of the work by the InnoVfoam Employee. The Customer will then actively inform InnoVfoam and the InnoVfoam Employee about the Risk Inventory and Evaluation (RIE) applicable at this location. The Customer will arrange and maintain the environment and workplace where the work is carried out by the InnoVfoam Employee in such a way and make the necessary arrangements and provide instructions for carrying out the work as is reasonably necessary to prevent the InnoVfoam Employee from suffering damage (in the broadest sense of the word) while performing the work. The costs for all mandatory measures required for the execution of the Agreement based on safety and health regulations are borne by the Customer. If work is performed by InnoVfoam or a third party engaged by InnoVfoam under the Agreement at the Customer's location or at a location designated by the Customer, the Customer will provide the reasonably desired facilities free of charge for those employees.

7.11 If the necessary information required for the execution of the Agreement is not provided to InnoVfoam on time, or if the Customer requests assistance from the InnoVfoam Employee that falls outside the scope of the Agreement (including the applicable

laws and regulations), InnoVfoam has the right to suspend the execution of the Agreement and/or charge the

Customer for the extra costs resulting from the delay at the rates customary at that time. The execution period does not begin until the Customer has made the information available to InnoVfoam or an agreement has been reached between the Parties regarding the implementation of the Agreement. InnoVfoam is not liable for any damage, of whatever nature, resulting from the fact that InnoVfoam has relied on incorrect and/or incomplete information provided by the Customer or if the Customer has independently carried out certain work against the advice of the (InnoVfoam) Employee.

Article 8 Warranty

8.1 InnoVfoam provides the same warranty for certain parts of the Product it supplies as the warranty provided by InnoVfoam's suppliers and/or importers of these parts. The warranty only applies during the warranty periods and conditions set by its suppliers.

8.2 The warranty mentioned in paragraph 1 of this article does not go beyond what is included in the warranty conditions provided by the suppliers of InnoVfoam. The warranty explicitly does not extend to the Service. This warranty does not obligate InnoVfoam to credit invoice amounts.

8.3 The warranty mentioned in paragraph 1 of this article only applies if the Customer has fulfilled all their payment obligations towards InnoVfoam.

8.4 The warranty mentioned in paragraph 1 of this article only applies to parts of the (unassembled) Product and

not to the work of the InnoVfoam Employee(s) and/or Service.

8.5 A warranty granted is limited to possible repair and/or replacement of the defective (sub)parts or materials. The assessment of the defectiveness is done by InnoVfoam and/or an expert designated by InnoVfoam and/or the relevant supplier.

8.6 A warranty on delivered Products lapses when defects have arisen due to improper operation, insufficient lubrication and maintenance, overloading, incorrect assembly by the Customer or third parties engaged by or on behalf of the Customer, repairs carried out without InnoVfoam's consent, failure to follow instructions provided by InnoVfoam and/or its suppliers, force majeure, and/or other causes beyond the control or will of InnoVfoam.

reported in writing to InnoVfoam by the Customer immediately, but in any case within fourteen days after the Customer could reasonably have discovered these defects and within the warranty period, but no later than one (1) month, with precise details of the nature and grounds of the complaints.

9.4 Upon discovering a defect as referred to in paragraph 2 of this article, the Customer is obliged to immediately cease any use of the Product, to take care of the Product as a diligent debtor, and to take the necessary measures to minimize their damage as much as possible. The Customer must strictly follow the instructions of InnoVfoam and provide all cooperation to InnoVfoam for the investigation into and of the discovered defect and related circumstances, such as the treatment and use of the Product. In the case of complaints about the quality of a delivered Product, the Product must be retained for inspection by InnoVfoam and may not be transported to InnoVfoam without the written permission of InnoVfoam.

Article 9 Inspection and Complaints

9.1 The Customer is obliged to inspect the Product immediately upon delivery to the extent that can reasonably be expected of them.

9.2 Complaints arising from the amount or the method of invoicing by InnoVfoam or the Service or concerning defects in the Product that are discovered or could reasonably have been discovered during an inspection must be reported in writing to InnoVfoam by the Customer immediately, but within fourteen days after receiving the invoice, or within 24 hours after delivery of the Product or the Service, with precise details of the nature and grounds of the complaints.

9.3 Complaints regarding defects in the Product that cannot be discovered within the time limits mentioned in paragraph 2 of this article must be

9.5 Complaints must be accompanied by the date and number of the relevant invoice from InnoVfoam, as well as the article and, if applicable, the serial number of the Product, as well as any other relevant information.

9.6 In consultation with the Customer, InnoVfoam will then determine as quickly as possible how and within what period the complaint will be investigated and, if justified, resolved. InnoVfoam aims to do this as quickly as possible, but the Customer must take into account that InnoVfoam may also depend on third parties and/or applicable delivery times. A discussed complaint handling period is never a strict deadline.

- 9.7 If InnoVfoam considers a complaint justified, InnoVfoam has the right either to give compensation in money, to be determined in mutual consultation, or to proceed with new delivery while maintaining the existing Agreement, in which case the Product will be returned to InnoVfoam.
- 9.8 If the Customer fails to submit complaints to InnoVfoam within the deadlines mentioned above, the Customer is deemed to have approved the delivered items.

Article 10 Retention of Title and Reclamation

- 10.1 Ownership of the/all Products sold and delivered by InnoVfoam does not pass to the Customer until the Customer has fulfilled all their payment obligations under the Agreement or similar agreements in full, including penalties, interest, and costs.
- 10.2 The Customer is obliged to mark the Product delivered under retention of title as recognizable property of InnoVfoam. The Customer must grant InnoVfoam free access to the Product at all times for inspection and/or the exercise of InnoVfoam’s rights.
- 10.3 The Product delivered by InnoVfoam under the Agreement and subject to retention of title may only be used by the Customer in the context of normal business operations. The Product may not be pledged or encumbered in any other way.
- 10.4 The Customer is obliged to inform InnoVfoam immediately if a seizure is imposed on the Product delivered under retention of title or if third parties wish to establish or assert rights on the Product.

- 10.5 If the Customer fails to meet their payment obligations towards InnoVfoam or gives InnoVfoam good reason to fear that they will fail in these obligations, the Customer is obliged, at their own expense, to return the Product still owned by InnoVfoam to InnoVfoam immediately if the Product is not located at InnoVfoam’s Business Location. If InnoVfoam has recovered the Product or taken it back pursuant to Article 6.10 of these General Terms and Conditions, InnoVfoam will credit the Customer with the value reasonably attributed to the returned/taken-back Product (less any costs incurred/must be incurred by InnoVfoam for the Customer).

- 10.6 All costs incurred and damages suffered by InnoVfoam during the period that ownership of the Product sold by InnoVfoam has not yet passed to the Customer shall be borne by the Customer.

Article 11 Payment

- 11.1 Unless explicitly agreed otherwise in writing, payments by the Customer to InnoVfoam must be made without any deduction, discount, right of suspension, set-off, or (debt) settlement within 30 (thirty) days of the invoice date. This payment term is considered a strict deadline. If a payment schedule is included in the Quotation, payments must be made in accordance with the payment schedule.
- 11.2 InnoVfoam is at all times entitled to require payment from the Customer in advance before performing the Agreement. When advance payment is required by InnoVfoam, the Customer cannot assert any right regarding the performance of the Agreement/ Service until the advance payment has

been made.

- 11.3 All payments must be made in Euros to the office or to a bank account designated by InnoVfoam, unless otherwise agreed in writing. InnoVfoam is always entitled to demand security for the payment of the amount owed.
- 11.4 If the Customer does not pay within the period set in this article, or within the further agreed period, they are in default by operation of law and InnoVfoam has the right, without further notice or notice of default, to charge statutory (commercial) interest on the outstanding amount from the due date until the date of full payment, without prejudice to InnoVfoam's other rights. All reasonable legal and extrajudicial (collection) costs incurred by InnoVfoam due to the Customer's failure to meet their payment obligations shall be borne by the Customer. The extrajudicial costs are set at 15% (fifteen percent) of the amount to be claimed. Insofar as InnoVfoam demonstrates that the extrajudicial costs incurred are higher than 15% (fifteen percent) of the amount to be claimed, the extrajudicial costs incurred are fully borne by the Customer.
- 11.5 Payments made by the Customer will always be applied first to settle all due statutory interest and costs, and subsequently to the oldest outstanding invoices, even if the Customer states that the payment relates to a later invoice.
- 11.6 If InnoVfoam has a claim against the Customer, InnoVfoam is entitled to suspend the execution of the Assignment, all Services, and further performances for the Customer, and any other work for the Customer until full payment from the Customer is received. This also applies if an (partial)

invoice or interim invoice remains unpaid in cases where InnoVfoam has agreed with the Customer that invoicing will take place in installments or intermittently.

- 11.7 InnoVfoam has the right, regardless of the agreed payment terms, to demand sufficient security for payment before delivery and to suspend the performance of the Agreement if this security is not provided or cannot be provided. In that case, InnoVfoam has the right to demand payment in advance before proceeding with delivery.

Article 12 Termination

- 12.1 InnoVfoam may, in addition to the other rights arising from the Agreement and the law, terminate the Agreement with the Customer in whole or in part at any time – after the Customer has been given proper notice of default and a reasonable period for performance has been set – without judicial intervention and without liability for damages on the part of InnoVfoam towards the Customer with immediate effect if the Customer fails to comply with one or more of their obligations under the Agreement or other agreements with InnoVfoam, if the Customer is declared bankrupt, if the Customer applies for suspension of payment or offers a payment arrangement to their creditors, if the Customer proceeds with the liquidation of their affairs, or if a seizure is imposed on the Customer's assets for substantial debts, or if the Customer is unable to meet their due debts or leaves their due debts unpaid.
- 12.2 In the event of such a case as referred to in paragraph 1 of this article, InnoVfoam is entitled to reclaim the Product delivered under retention of

title, as well as to claim the amount owed by InnoVfoam in one go, without prejudice to the other rights to which InnoVfoam is entitled, including the right to compensation for costs, damage, and interest, including the costs of reclaiming the Product by InnoVfoam.

Article 13 Liability

- 13.1 Without prejudice to the provisions of this article and without prejudice to any warranty provisions, InnoVfoam is only liable for damage if that damage is caused by a shortcoming (towards the Customer and/or third parties) that can be attributed to InnoVfoam according to the law or the prevailing opinion.
- 13.2 InnoVfoam accepts no liability towards the Customer for damage, on any ground whatsoever, unless there is intent or deliberate recklessness on the part of InnoVfoam, employees of InnoVfoam / InnoVfoam Employee(s), and/or auxiliary persons engaged by InnoVfoam.
- 13.3 If and to the extent that any liability rests with InnoVfoam, on any ground and on any basis, any liability of InnoVfoam, employees of InnoVfoam / InnoVfoam Employee(s), and/or auxiliary persons engaged by InnoVfoam is at all times limited per event (where a series of consecutive events counts as one event) to compensation for direct damage, up to a maximum of the amount paid under the liability insurance of InnoVfoam, less the deductible of the aforementioned insurance, or – if there is no coverage under the insurance – up to a maximum of the (partial) invoice amount to which the damage relates, or up to a maximum of the Order value of the Assignment.
- 13.4 The liability of InnoVfoam for indirect damage suffered or to be suffered by the Customer is excluded. Indirect damage includes all damage that is not direct damage and therefore includes, but is not limited to, consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business interruption, damage due to failure to achieve marketing objectives, damage related to the use, loss, mutilation, or destruction of data, loss of Orders and/or PR damage.
- 13.5 InnoVfoam cannot be held liable if damage has occurred due to the fact that InnoVfoam has relied on inaccuracies in data, drawings, advice, instructions, etc., provided by the Customer. InnoVfoam is not obliged to verify the data, drawings, advice, instructions, etc., provided by the Customer and may assume their accuracy.
- 13.6 InnoVfoam is not liable for damage, in any form, if the Customer instructs InnoVfoam to use certain specified materials, constructions, etc., if InnoVfoam has advised against their use.
- 13.7 InnoVfoam is in no case liable for damage, including environmental damage, caused by the use of delivered products that contain harmful substances, including but not limited to PFAS, unless this damage is due to intent or deliberate recklessness on the part of InnoVfoam. The owner of a fire protection system, (foam) extinguishing system, and foam installation is at all times solely responsible for the proper use and compliance with all applicable environmental laws and regulations when using the delivered Products. The Customer indemnifies InnoVfoam against all claims, damage, and costs in the broadest sense of the word resulting from non-compliance with

environmental laws or regulations when using the delivered Products / Service. This applies in particular – but not limited to cases – where harmful substances (including but not limited to PFAS) are used in existing installations and/or the Customer explicitly requests the delivery of Products containing harmful substances (including but not limited to PFAS). If the Customer is not the owner / ultimate responsible party of a fire protection system, (foam) extinguishing system, and/or foam installation for which InnoVfoam provides Service and Maintenance Products and/or Service, the Customer shall ensure that, before InnoVfoam Service and Maintenance starts providing its Service / delivery of Products, the owner / ultimate responsible party of a fire protection system, (foam) extinguishing system, and/or foam installation agrees in writing with the terms and conditions as set out in this article and agrees to the exoneration as if the obligations, etc., apply to them. The Customer also indemnifies InnoVfoam Service and Maintenance for all claims, damage, and costs in the broadest sense of the word from the owner / ultimate responsible party of a fire protection system, (foam) extinguishing system, and/or foam installation towards InnoVfoam Service and Maintenance.

- 13.8 Without prejudice to the provisions of this article and only if there is a delivery as referred to in Article 6.2, InnoVfoam accepts no liability regarding the Assignment, the Service, and/or the Product in the broadest sense of the word after the issuance of the site acceptance test (SAT) certificate.
- 13.9 Without prejudice to the provisions of Article 6:89 BW, the right to compensation in any case expires one (1) year after the event from which the

damage directly or indirectly results and for which InnoVfoam is liable.

- 13.10 The provisions of this article only apply insofar as the liability of InnoVfoam is not already further limited under the law or Agreement, including the provisions of these General Terms and Conditions, than would follow from the mere application of this article.

Article 14 Force Majeure

- 14.1 If InnoVfoam fails to fulfill any obligation due to force majeure, InnoVfoam is never liable towards the Customer for damage, on any ground whatsoever, and is entitled, at its discretion and without judicial intervention, to either suspend the execution of the Agreement with the Customer for a maximum of six months or to terminate the Agreement with the Customer in whole or in part, without being obliged to pay any compensation.
- 14.2 Force majeure is also understood to mean: any circumstances beyond the control of InnoVfoam, even if they were foreseeable at the time of concluding the Agreement, which temporarily or permanently prevents the fulfillment of the Agreement, as well as, to the extent not already included, (civil) war, danger of war, terrorism (both attacks and the maximum security level of terrorist threat established by the government), riots, (work) strikes, staff shortages, transport problems, fire, weather conditions, epidemics and pandemics (including measures taken by the government as a result), involuntary loss of possession, failure to deliver materials and products on time by the importer/factory, supplier, obstructive government measures, sabotage, and in general all unforeseen

circumstances in the company, both domestically and abroad. The above also applies if the circumstances referred to above occur in the business of factories, importers, or other traders from whom InnoVfoam obtains or usually obtains its Products.

Article 15 Confidentiality, Secrecy, and Use of Personal Data

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| <p>15.1 InnoVfoam will take appropriate measures to maintain the confidentiality of its relationship with the Customer when executing the Agreement.</p> | <p>15.2 If InnoVfoam needs to become aware of confidential information in the execution of the Agreement, the Customer is responsible, when providing this information to InnoVfoam, to omit or obscure as much as possible personal data or other confidential information that InnoVfoam will not need, and to transmit the confidential information to InnoVfoam securely. This is without prejudice to InnoVfoam's obligation to treat any confidential information provided to it confidentially and to secure it appropriately.</p> | <p>15.3 The Customer has the right to access, correct, and delete the personal data provided. If a party other than the Customer directly contacts InnoVfoam, InnoVfoam will not (initially) respond substantively unless there is explicit written instruction from the Customer but will notify the Customer without delay with a request for further instructions.</p> | <p>15.4 If a security breach of the Customer's personal data occurs, InnoVfoam will notify the Customer as soon as possible after becoming aware of the breach, without undue delay, and if possible, no later than 48 hours</p> | <p>15.5 The Customer will treat all registered personal data of third parties/employee(s)/InnoVfoam Employee(s) provided by InnoVfoam, which become known before, during, and after the Agreement, confidentially in accordance with the applicable legislation. Unless otherwise agreed in writing, the Customer will never make personal data of the employee(s) provided by InnoVfoam available to third parties.</p> | <p>15.6 Any obligation of confidentiality lapses when the information is available from public sources. Furthermore, a Party is entitled to make confidential information available to government authorities if required by law or competent order. In that case, the Party will inform the other Party as soon as possible. The obligations under this article continue to apply even after the termination of the Agreement for any reason, for as long as the providing Party can reasonably claim the confidential nature of the information.</p> | <p>15.7 The Parties are obliged to maintain confidentiality towards third parties of all confidential information that they have obtained from each other or from another source in the context of an Agreement or otherwise unless they have a legal or professional duty of disclosure. Information is considered confidential if it has</p> |
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after the breach, and the breach will be reported to the Customer. The Customer is responsible for ensuring that the details of the person who must first be informed are provided to InnoVfoam at the start of the Agreement (and later the modified details if necessary). InnoVfoam will only take damage-limiting measures after consultation and written consent from the Customer, unless such consent cannot be awaited given the seriousness of the situation.

been communicated by the other party or if it follows from the nature of the information. All information regarding InnoVfoam's Products or Service that the Customer has obtained under a Quotation, Order, or Agreement, as well as information obtained as a result of, for example, a seminar attended or a demonstration attended, is subject to the obligation of confidentiality. Any damage suffered by InnoVfoam as a result of a breach of this duty of confidentiality may be recovered by InnoVfoam.

- 15.8 Unless prior written consent has been given by InnoVfoam, the Customer will not disclose the contents of reports, advice, or other written or unwritten expressions of InnoVfoam, which are not prepared or made with the intention of providing information to third parties, and will ensure that third parties do not become aware of the content referred to in the previous sentence.

Article 16 Applicable Law and Disputes

- 16.1 All Agreements entered into by InnoVfoam to which these General Terms and Conditions apply in whole or in part are exclusively governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Sales Convention") is expressly not applicable.
- 16.2 All disputes arising from, relating to, or connected with Quotations issued by InnoVfoam, Orders received, Agreements concluded, or subsequent agreements to which these General Terms and Conditions apply in whole or in part, will be settled by the District Court of Noord-Holland, location Alkmaar.

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