



General Terms and Conditions

MORE THAN FOAM Revision date: 01-10-2024

Article 1 - Definitions

- 1.1 In these General Terms and Conditions. the following definitions apply:
 - a. InnoVfoam Service and Maintenance: the private company InnoVfoam Service and Maintenance B.V., located at Lorrie 9, Oudkarspel, 1724 BL, registered in the Dutch Commercial Register of the Chamber of Commerce under number 92434819.
 - b. General Terms and Conditions: these general terms and conditions of InnoVfoam Service and Maintenance. which relate to its activities in the fields of advice, installation, testing, demonstration, monitoring, inspection, repairs, maintenance, service, and other services, in the broadest sense of the word.
 - c. Business Location: the premises where InnoVfoam Service and Maintenance is located, including all demonstration and testing facilities at Lorrie 9, Oudkarspel.
 - d. Service: any form of service provided by InnoVfoam Service and Maintenance under assignment.
 - e. Customer: any (legal) entity that enters into an Agreement with InnoVfoam Service and Maintenance or intends to enter into an Agreement with InnoVfoam Service and Maintenance and has received an Offer and/or visited the Business Location.
 - f. Product: the (components of a) fire protection system/foam extinguishing system or product or related product purchased by the Customer from InnoVfoam or InnoVfoam Service and Maintenance, including all (separate) goods and items that are the subject of the Agreement.
 - g. Employee InnoVfoam Service and Maintenance: any natural person employed by or contracted through

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- InnoVfoam Service and Maintenance to perform work or will perform work on behalf of the Customer.
- h. Offer: any non-binding offer and price quotation (including attachments, documentation, images, etc.) from InnoVfoam Service and Maintenance to the Customer.
- i. Assignment: the assignment to provide Services, including but not limited to assisting the Customer with advice, installation, testing, demonstration, monitoring, repairs, maintenance, service, and other services related to a purchased or to be purchased Product from InnoVfoam or InnoVfoam Service and Maintenance.
- i. Order: the Customer's order to InnoVfoam Service and Maintenance to deliver the Product and/or Service.
- k. Agreement: the agreement concluded between the Customer and InnoVfoam Service and Maintenance.
- l. Parties: the Customer and InnoVfoam Service and Maintenance together.
- m. Written: any communication by mail, email, fax, SMS, WhatsApp, Telegram, or any other form of communication that, in view of the state of technology and prevailing social views, can be considered equivalent.
- 1.2 Definitions in the singular also include the plural without losing substantive meaning.

Article 2 - Applicability of General Terms and Conditions

The General Terms and Conditions 2.1 apply to all Offers, Orders, and Assignments of InnoVfoam Service and Maintenance and form an integral part of all Agreements concluded by and/or with InnoVfoam Service and

Maintenance. The General Terms and Conditions also apply to all Services to be provided and/or Products to be delivered by InnoVfoam Service and Maintenance. The Customer who has once entered into an Agreement with InnoVfoam Service and Maintenance agrees to the applicability of these General Terms and Conditions for future Offers, Orders, Assignments, and Agreements.

- 2.2 Any purchasing or other conditions of the Customer are not applicable unless the Parties expressly agree otherwise in Writing. Any reference by the Customer to its own or other general terms and conditions is expressly rejected and not accepted by InnoVfoam Service and Maintenance.
- 2.3 Amendments to the Agreement and deviations from the General Terms and Conditions will only be effective if they have been agreed upon by the Parties and must be laid down in Writing.
- 2.4 InnoVfoam Service and Maintenance reserves the right to amend the General Terms and Conditions at any time. The amended General Terms and Conditions will apply from the moment InnoVfoam Service and Maintenance has notified the Customer of the amendment, with the understanding that the general terms and conditions in effect on the day the Offers were made and the Agreements were concluded will remain applicable to already issued Offers and concluded Agreements, unless the Customer has explicitly agreed to the amended General Terms and Conditions.
- 2.5 If any provision of these General
 Terms and Conditions is deemed
 null and void, annulled, or otherwise
 declared non-binding by a competent
 court, the remaining provisions of
 these General Terms and Conditions

- shall remain in full force and effect. The Parties will then enter into consultations to agree on new provisions to replace the null, annulled, or otherwise non-binding provisions, whereby the aim and intent of the original provision will be taken into account as much as possible.
- 2.6 If the term "Customer" refers to multiple (legal) persons or companies, they will be jointly and severally liable for fulfilling all obligations arising from the Agreement concluded with InnoVfoam Service and Maintenance.
- If the work to be performed is part 2.7 of an Agreement concluded between the Customer and InnoVfoam B.V., located at Lorrie 9, Oudkarspel, registered in the Dutch Commercial Register of the Chamber of Commerce under number 91919738, for the delivery of a Product or Service, the present General Terms and Conditions will also apply, in addition to the general terms and conditions of InnoVfoam B.V. In the event of conflicting provisions, the Agreement will take precedence over the General Terms and Conditions.
- 2.8 The titles above the articles are for identification purposes only and shall not be considered in the interpretation of the General Terms and Conditions.
- 2.9 The General Terms and Conditions are drawn up in Dutch, German, and English. In the event of differences in interpretation between these texts, the Dutch text shall be binding.

Article 3 - Offers

- 3.1 All Offers are non-binding unless expressly agreed otherwise in Writing. If an Offer has a limited validity period or is subject to conditions, this will be explicitly stated in the Offer.
- 3.2 If any other statement from InnoVfoam

Service and Maintenance is considered or could be considered an Offer, it is deemed to have been made without obligation unless agreed otherwise in Writing.

- 3.3 Acceptance of the Offer by the Customer implies that the Customer also agrees with the applicability and content of these General Terms and Conditions.
- 3.4 No rights can be derived from an Offer if the Services and/or the Product to which the Offer relates are no longer available in the meantime. After acceptance of the Offer by the Customer, InnoVfoam Service and Maintenance has the right to revoke the Offer immediately, but in any case within five (5) calendar days after becoming aware of the Customer's acceptance.
- 3.5 InnoVfoam Service and Maintenance is not bound by an Offer if the Customer can reasonably understand that the Offer, or part of it, contains an obvious mistake or clerical error.
- 3.6 Although InnoVfoam Service and Maintenance will exercise due care in formulating its Offer, including price lists, models, brochures, and other data that may indicate any (forthcoming) legal relationship between InnoVfoam Service and Maintenance and the Customer, the Customer can never derive any justified confidence regarding the accuracy of the data included therein, unless expressly agreed otherwise in Writing. Images, drawings, photographs, indications of dimensions, specifications, technical data, and further descriptions provided by InnoVfoam Service and Maintenance 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 that

InnoVfoam Service and Maintenance sells and provides, unless explicitly stated otherwise in Writing by InnoVfoam Service and Maintenance, and notwithstanding the obligation of InnoVfoam Service and Maintenance to guarantee the accuracy and completeness of the indicated dimensions and specifications of the Products to be sold. Minor deviations of minor importance are thus permissible. InnoVfoam Service and Maintenance is under no obligation to provide any (supplementary) deliveries.

- 3.7 If the Offer contains a composite price quote, InnoVfoam Service and Maintenance is not obligated to execute a portion of the Assignment at a corresponding part of the quoted price.
- 3.8 An Offer does not automatically apply to future Orders.
- 3.9 InnoVfoam Service and Maintenance is entitled to charge costs if no Agreement is reached based on an Offer from InnoVfoam Service and Maintenance. In that case, the Customer owes InnoVfoam Service and Maintenance a reasonable fee for the costs associated with the price offer, such as the costs of design or estimation, in accordance with Article 7:405 of the Dutch Civil Code. Payment of these costs due shall be made within 14 days after the date of the relevant invoice.
- 3.10 If no agreement is reached based on the Offer, the Offer and any associated documents (drawings, technical data, etc.) must be immediately returned to InnoVfoam Service and Maintenance at its first request, and any copies or (digital) duplicates must be destroyed and/or deleted by the Customer.

Article 4 - Agreement

- 4.1 The Agreement is concluded and binding if InnoVfoam Service and Maintenance has confirmed it in Writing. Commencement of the actual performance by InnoVfoam Service and Maintenance can also create an Agreement between InnoVfoam Service and Maintenance and the Customer.
- 4.2 If any reservations or changes are made to the Offer during acceptance, the Agreement will only be concluded once InnoVfoam Service and Maintenance has confirmed in Writing that it agrees with these reservations or changes.
- 4.3 Oral commitments and agreements with subordinates of InnoVfoam Service and Maintenance do not bind InnoVfoam Service and Maintenance unless they have been confirmed in Writing by InnoVfoam Service and Maintenance.
- 4.4 If the Agreement after it has been concluded is amended at the request of the Customer, including an addition, InnoVfoam Service and Maintenance is entitled to first implement this after the Customer has given its consent and the Customer has agreed to the price and any other terms and conditions specified for the implementation. The failure to immediately implement the amended Agreement does not constitute a breach of contract by InnoVfoam Service and Maintenance.
- 4.5 Without being in default, InnoVfoam
 Service and Maintenance may refuse
 a request to amend the Agreement
 after it has been concluded if
 this could have qualitative and/
 or quantitative consequences for
 the Products and/or Services to be
 delivered by InnoVfoam Service and
 Maintenance. InnoVfoam Service and
 Maintenance is not liable for the direct
 and/or indirect consequences and/or

- damages resulting from a refusal as mentioned above.
- 4.6 For work and/or deliveries for which, due to their nature and/or scope, no Offer and/or order confirmation is sent, the order confirmation from the Customer may be inferred from the commencement of the work and/or deliveries by InnoVfoam Service and Maintenance. For such work, invoicing will be done on a cost-plus basis.

Article 5 - Prices

- 5.1 Prices are, unless explicitly stated otherwise, based on the (factory) prices and exchange rates in effect at the time the Agreement is concluded.
- 5.2 All prices for the Customer are exclusive of VAT, other taxes, and duties levied or imposed on the delivery or performance unless explicitly agreed otherwise in Writing. These taxes and duties will be passed on to the Customer.
- 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 Service and Maintenance is authorized to adjust the offered or agreed price accordingly. This also applies if parts of the Service or parts of a Product become more expensive due to a change in the exchange rate. The applicable sales prices are those in effect on the day of delivery.
- 5.4 If, after the Agreement has been concluded, any freight and forwarding costs, insurance premiums, import duties, taxes, and other charges imposed by government authorities in the Netherlands and abroad that may be payable by InnoVfoam Service and Maintenance under this Agreement are increased, InnoVfoam Service and Maintenance has the right to pass on these increases in the prices.

- 5.5 A budget communicated by the Customer to InnoVfoam Service and Maintenance never constitutes an agreed (fixed) price for the performances to be carried out by InnoVfoam Service and Maintenance. Only if expressly agreed in Writing between the Parties is InnoVfoam Service and Maintenance obliged to inform the Customer of any impending exceeding of a pre-calculation or budget provided by InnoVfoam Service and Maintenance.
- 5.6 Unless otherwise agreed between the Parties, discounts on prices are considered to be granted once and do not bind InnoVfoam Service and Maintenance with respect to subsequent Agreements.
- 5.7 The price owed by the Customer is not dependent on the outcome or result achieved from the Assignment or Service unless otherwise agreed in Writing.
- 5.8 If no fixed price is agreed upon, the price for the Service or Assignment will be determined based on the actual hours spent. The price is calculated according to the usual hourly rates of InnoVfoam Service and Maintenance applicable during the period in which the work is performed unless a different hourly rate has been agreed upon in Writing.
- 5.9 The price of InnoVfoam Service and Maintenance, if necessary, increased by advances and declarations of engaged third parties, will be periodically or after completion of the work charged to the Customer unless the Customer and InnoVfoam Service and Maintenance have made different agreements in Writing.
- 5.10 InnoVfoam Service and Maintenance may increase the price if, during the execution of the Agreement or

- the work, it becomes apparent that the originally agreed or expected amount of work was underestimated at the time the Agreement was concluded to such an extent that it cannot reasonably be expected from InnoVfoam Service and Maintenance that the Agreement is carried out at the originally agreed price. This applies if the insufficient estimation is not attributable to InnoVfoam Service and Maintenance.
- 5.11 In the case of a periodically agreed payment obligation of the Customer, InnoVfoam Service and Maintenance is entitled to increase the prices and rates annually. InnoVfoam Service and Maintenance is in any case unless explicitly agreed otherwise in Writing entitled to increase the prices and rates annually based on the price index figures (the service price index) as determined and published by the Central Bureau of Statistics (CBS). The base year for the service price index is 2015 (2015=100).
- 5.12 If InnoVfoam Service and Maintenance wishes to increase rates (interim) otherwise than by periodic adjustment as referred to in the previous paragraph of this article and/or if, in the case of a periodically agreed payment obligation as referred to in the previous paragraph of this article, the rate adjustment results in a higher price/rate than after adjustment considering the service price index, the Customer is entitled to terminate the Agreement in Writing within thirty days after the Customer has become aware of the price change or could have become aware of it, with effect from the date the change would take effect. InnoVfoam Service and Maintenance is never obliged to pay any compensation.

Article 6 - Delivery, Transfer of Risk, Further Transport, and Storage

- otherwise in Writing, the delivery of an (unassembled) Product shall be Delivered at Place (DAP, ICC Incoterms® 2020). The place of delivery is the place agreed upon in the Agreement; if no specific place is designated in the Agreement, the place of delivery shall be where an (unassembled) Product is made available to the Customer/the place of destination.
- 6.2 A delivery time provided by InnoVfoam Service and Maintenance is based on the circumstances known to InnoVfoam Service and Maintenance at the time the Agreement is concluded and, insofar as it depends on the performance of third parties, on the information provided by those third parties to InnoVfoam Service and Maintenance. The delivery time will be provided by InnoVfoam Service and Maintenance as accurately as possible.
- 6.3 InnoVfoam Service and Maintenance will endeavor to meet the indicated delivery times as much as possible. However, the specified delivery times shall never be considered as strict deadlines unless explicitly agreed otherwise in Writing.
- 6.4 If a delay in delivery occurs, the delivery time will be extended by such a period as all circumstances reasonably considered is reasonable.
- 6.5 In the event of exceeding the delivery time or any other circumstance, the Customer does not have the right to refuse acceptance, nor the right to claim any damages.
- 6.6 In the event of exceeding the agreed delivery time, the Customer has no right to dissolve the Agreement unless the delay in delivery is such that the Customer cannot reasonably be expected to maintain (the relevant

- part of) the Agreement. Default can only occur after InnoVfoam Service and Maintenance has been put in default by registered letter and has been given the opportunity to make the delivery within a reasonable period.
- 6.7 InnoVfoam Service and Maintenance has the right to deliver the Product in parts. If a delivery can only be partially fulfilled, the remainder will be noted for subsequent delivery. The Customer will be informed of this orally or in Writing. The payment terms described below also apply to each partial delivery.
- 6.8 The risk of loss, destruction, disappearance, devaluation, or damage to the Product is transferred to the Customer at the moment of delivery.
 - If the Customer is not present during the delivery time previously communicated to the Customer, the delivery will be postponed to a new delivery time communicated to the Customer. If the Customer is again not present at the delivery time (whether or not under retention of title if the Customer has also not fulfilled its payment obligation, so that ownership does not transfer according to the provisions of Article 10 of these General Terms and Conditions (retention of title)), delivery will still take place, whereby the risk (and the associated costs) of the (unassembled) Product will pass to the Customer at the communicated delivery time. If the Customer has not fulfilled or does not fulfill its payment obligation, InnoVfoam Service and Maintenance will store the delivered (unassembled) Product (at the Customer's expense and risk) on behalf of the Customer. Without prejudice to the Customer's payment obligation and the right of InnoVfoam Service and Maintenance to demand the amount owed by the Customer to

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InnoVfoam Service and Maintenance in one go, notwithstanding the other rights available to InnoVfoam Service and Maintenance, InnoVfoam Service and Maintenance is entitled, after one month – after InnoVfoam Service and Maintenance has given the Customer a further notice of default and provided the Customer with a reasonable period for compliance – to sell the (unassembled) Product or to deliver it to the Customer at its expense (thus at the Customer's expense and risk).

6.10 If InnoVfoam Service and Maintenance stores the (unassembled) Product on behalf of the Customer (whether pursuant to the previous paragraph of this article of the General Terms and Conditions or otherwise), storage shall be at the Customer's expense and risk. In this case, the Business Location of InnoVfoam Service and Maintenance or another location designated by InnoVfoam Service and Maintenance shall be deemed the place of delivery, and the invoice's dispatch shall constitute notification of storage.

Article 7 - Execution of the Assignment and Service

- 7.1 InnoVfoam Service and Maintenance will make every effort to execute the Agreement to the best of its knowledge and ability, and in accordance with the requirements of good craftsmanship, based on the current state of science.
- 7.2 InnoVfoam Service and Maintenance always determines its own limits and the manner in which the Services provided under the Agreement are executed. InnoVfoam Service and Maintenance will, where possible and within legal and regulatory limits, take into account any timely and reasonable instructions from the Customer regarding the execution of the Assignment. Both Parties acknowledge

- that the success of the work depends on good mutual cooperation.
- 7.3. All work performed by InnoVfoam Service and Maintenance under the Agreement is executed on the basis of a best-efforts obligation, unless and insofar as InnoVfoam Service and Maintenance has explicitly promised a specific result in Writing, and that result has been clearly described.
- 7.4 The Customer is required to fully cooperate with the smooth and efficient execution of the Assignment by InnoVfoam Service and Maintenance. This includes, but is not limited to:
 - a. Granting access to InnoVfoam Service and Maintenance Employee(s) at the location where the work must be performed;
 - Ensuring proper facilities, including housing, utilities, and sanitation, and generally providing the measures considered normal for good personnel care;
 - Taking all necessary safety and precautionary measures required by law or necessity;
 - d. Ensuring the location where the work must be performed is easily accessible;
 - e. Providing lockable spaces where materials and tools of InnoVfoam Service and Maintenance can be safely stored, and ensuring proper security;
 - f. Installing the necessary electrical wiring and connections;
 - g. Providing the necessary compressed air, electricity, and water needed for the execution and testing of the work and/or equipment;
 - h. Completing any necessary construction

- work in advance, including but not limited to masonry, carpentry, and painting;
- i. Chiseling, breaking, and drilling holes to allow for the installation and securing of pipes;
- j. Providing assistance in moving any items that cannot reasonably be moved by two people, as well as providing the necessary lifting and hoisting equipment.
- 7.5 Any time period agreed upon or indicated by InnoVfoam Service and Maintenance for the Service or Assignment is never a strict deadline. If such a time period is exceeded, the Customer must send InnoVfoam Service and Maintenance a written notice of default, providing a reasonable period for InnoVfoam Service and Maintenance to still fulfill the Agreement.
- 7.6 The Customer is responsible for ensuring that all data that InnoVfoam Service and Maintenance indicates are necessary, or that the Customer should reasonably understand are necessary for the execution of the Service, are provided to InnoVfoam Service and Maintenance in a timely manner.
- 7.7 InnoVfoam Service and Maintenance is entitled to execute the Service in different phases and to invoice the executed portion separately. If the Agreement is executed in phases, InnoVfoam Service and Maintenance may suspend the execution of the parts that belong to a subsequent phase until the Customer has approved the results of the preceding phase in Writing.
- 7.8 If one or more Employees of InnoVfoam Service and Maintenance are assigned to work at a location designated by the Customer,

InnoVfoam Service and Maintenance will make every effort to select the appropriate person(s) for the Customer, InnoVfoam Service and Maintenance decides, based on the information provided by the Customer and the known qualities, knowledge, and skills of the available person(s), who will be selected as Employees of InnoVfoam Service and Maintenance. InnoVfoam Service and Maintenance is completely free in its choice of the person(s) it assigns to execute the Assignment. InnoVfoam Service and Maintenance also reserves the right to replace one or more Employees during the term of the Agreement. If the Employee of InnoVfoam Service and Maintenance reports to the Customer at the agreed time and place to perform the work under the Agreement and is not allowed by the Customer to commence the work, InnoVfoam Service and Maintenance is entitled to charge the Customer additional costs, without prejudice to the Customer's other obligations to InnoVfoam Service and Maintenance.

InnoVfoam Service and Maintenance has the right to involve one or more persons not directly or indirectly affiliated with InnoVfoam Service and Maintenance in the execution of the Assignment if this is deemed desirable by InnoVfoam Service and Maintenance for the optimal execution of the Assignment. The applicability of Article 7:404, 7:407(2), and 7:409 of the Dutch Civil Code is expressly excluded in such cases. If the Customer involves one or more persons in the work on the Product who are not directly or indirectly affiliated with InnoVfoam Service and Maintenance. InnoVfoam Service and Maintenance is not liable for any shortcomings by such persons.

7.10 If the Customer wishes to have the work performed at a location

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designated by itself, the Customer is obliged to inform InnoVfoam Service and Maintenance in Writing at least three working days before the start of the work by the Employee of InnoVfoam Service and Maintenance of any safety and health regulations that must be observed by the Employee of InnoVfoam Service and Maintenance during the execution of the Agreement. The Customer will provide active guidance on the Risk Inventory and Evaluation (RIE) procedures applicable at this location to InnoVfoam Service and Maintenance and the Employee of InnoVfoam Service and Maintenance. The Customer will organize and maintain the environment and workplace where the work is performed in such a way, as well as take the necessary measures and provide instructions as reasonably required to prevent the Employee of InnoVfoam Service and Maintenance from suffering any damage (in the broadest sense) while performing the work. The costs of all mandatory measures necessary for the execution of the Agreement, based on safety and health regulations, will be borne by the Customer. If InnoVfoam Service and Maintenance or third parties engaged by InnoVfoam Service and Maintenance perform work at the Customer's location or at a location designated by the Customer as part of the Assignment, the Customer will provide the reasonably required facilities at no cost to those employees.

7.11 If the data required for the execution of the Agreement is not provided to InnoVfoam Service and Maintenance in a timely manner, or if the Customer requests assistance from the Employee of InnoVfoam Service and Maintenance that falls outside the scope of the Agreement (including applicable laws and regulations), InnoVfoam Service and Maintenance is entitled to suspend

the execution of the Agreement and/ or charge the Customer additional costs resulting from the delay at the rates then in effect. The execution period does not begin until the Customer has provided the necessary data to InnoVfoam Service and Maintenance or an agreement has been reached between the Parties regarding the content of the Service. InnoVfoam Service and Maintenance is not liable for any damage of any kind caused by InnoVfoam Service and Maintenance relying on incorrect and/or incomplete data provided by the Customer, or if the Customer independently carries out certain work against the advice of the Employee of InnoVfoam Service and Maintenance.

Article 8 - Warranty

- 8.1 InnoVfoam Service and Maintenance provides the same warranty for certain parts of the Product it delivers as is provided by the supplier(s) and/or importers of these parts to InnoVfoam Service and Maintenance. The warranty only applies during the warranty periods and under the conditions set by its suppliers.
- 8.2 The warranty referred to in paragraph 1 of this article does not extend beyond what is included in the warranty conditions provided by the suppliers of InnoVfoam Service and Maintenance. The warranty does not explicitly extend to the Service. This warranty does not obligate InnoVfoam Service and Maintenance to credit invoice amounts.
- 8.3 The warranty referred to in paragraph 1 of this article only applies if the Customer has fulfilled all its payment obligations to InnoVfoam Service and Maintenance.
- 8.4 The warranty referred to in paragraph (1) of this article only covers parts of the

(unassembled) Product and not the work of the Employee(s) of InnoVfoam Service and Maintenance and/or Service.

- 8.5 A provided warranty is limited to the repair and/or replacement of the defective parts or materials. The assessment of the defectiveness is carried out by InnoVfoam Service and Maintenance and/or an expert appointed by InnoVfoam Service and Maintenance and/or the involved supplier.
- 8.6 A warranty for delivered Products expires when defects have arisen as a result of 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 the permission of InnoVfoam Service and Maintenance, failure to follow instructions provided by InnoVfoam Service and Maintenance and/or its suppliers, force majeure, and/or other causes beyond the control or will of InnoVfoam Service and Maintenance.

Article 9 - Inspection and Complaints

- 9.1 The Customer is obliged to inspect the Product and/or the Service immediately upon delivery to the extent that this can reasonably be required.
- 9.2 Complaints regarding the amount or manner of invoicing by InnoVfoam Service and Maintenance or the Service or defects in the Product or in the provision of the Service that are discovered during an inspection or could reasonably have been discovered must be reported to InnoVfoam Service and Maintenance in Writing immediately but within fourteen days of receiving the invoice or within 24 hours of the delivery of the Product

- or Service, specifying the nature and grounds of the complaints.
- 9.3 Complaints regarding defects in the Product or in the provision of the Service that cannot be discovered within the periods mentioned in paragraph 2 of this article must be reported to InnoVfoam Service and Maintenance in Writing 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 within one (1) month, specifying 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 using the Product, to take care of the Product as a prudent debtor, and to take the necessary measures to minimize its damage. The Customer must strictly follow the instructions of InnoVfoam Service and Maintenance and provide all cooperation to InnoVfoam Service and Maintenance 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 kept for inspection by InnoVfoam Service and Maintenance and may not be transported to InnoVfoam Service and Maintenance without Written permission from InnoVfoam Service and Maintenance.
- 9.5 Complaints must be accompanied by the date and number of the relevant invoice from InnoVfoam Service and Maintenance, as well as the article and, if applicable, the serial number of the Product, along with any other relevant information.
- 9.6 In consultation with the Customer, InnoVfoam Service and Maintenance

will then determine as soon as possible how and within what time frame the complaint will be investigated and, if justified, resolved. InnoVfoam Service and Maintenance strives to do this as quickly as possible, but the Customer should bear in mind that InnoVfoam Service and Maintenance may also depend on third parties and/or applicable delivery times. A discussed complaint resolution period is never a strict deadline.

- 9.7 If InnoVfoam Service and Maintenance is of the opinion that a complaint is justified, InnoVfoam Service and Maintenance has the right to either provide compensation in an amount mutually agreed upon or to proceed with a new delivery, maintaining the existing Agreement, in which case the Product will be returned to InnoVfoam Service and Maintenance.
- 9.8 If the Customer fails to submit complaints to InnoVfoam Service and Maintenance within the deadlines mentioned above, the Customer is deemed to have approved the delivered items.

Article 10 - Retention of Title and Repossession

- 10.1 The ownership of the Products sold and delivered by InnoVfoam Service and Maintenance does not transfer to the Customer until the Customer has fully paid its payment obligations under the Agreement or similar agreements, 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 Service and Maintenance. The Customer will always grant InnoVfoam Service and Maintenance free access to the Product for inspection and/or to exercise its rights.

- 10.3 The Product delivered by InnoVfoam Service and Maintenance, which is subject to retention of title under the Agreement, may only be used by the Customer as part of its normal business operations. It is not permitted to pledge the Product or otherwise encumber it.
- 10.4 The Customer is obliged to immediately notify InnoVfoam Service and Maintenance if the Product delivered under retention of title is seized or if third parties intend to establish or assert rights on the Product.
- 10.5 If the Customer fails to fulfill its payment obligations to InnoVfoam Service and Maintenance or gives InnoVfoam Service and Maintenance reasonable grounds to fear that it will fail to meet those obligations, the Customer is obliged to immediately return the Product, which still belongs to InnoVfoam Service and Maintenance, at its own expense – if and insofar as the Product is not located at the Business Location of InnoVfoam Service and Maintenance. If InnoVfoam Service and Maintenance has repossessed the Product or has reclaimed it pursuant to Article 6.9 of these General Terms and Conditions. InnoVfoam Service and Maintenance will credit the Customer with the value reasonably attributable to the returned/repossessed Product (less any costs incurred/made by InnoVfoam Service and Maintenance for the Customer).
- 10.6 All costs and damages incurred by InnoVfoam Service and Maintenance during the period when the ownership of the Product sold by InnoVfoam Service and Maintenance has not yet transferred shall be borne by the Customer.

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Article 11 - Payment

- 11.1 Unless expressly agreed otherwise in Writing, payments by the Customer to InnoVfoam Service and Maintenance must be made without any deduction, discount, right of suspension, compensation, or (debt) set-off within 30 (thirty) days after the invoice date. This payment term is considered a strict deadline. If a payment schedule is included in the Offer, payments must be made in accordance with the payment schedule.
- 11.2 InnoVfoam Service and Maintenance is at all times entitled to demand payment in advance from the Customer prior to executing the Agreement. When InnoVfoam Service and Maintenance has demanded advance payment, the Customer cannot claim any rights regarding the execution of the Agreement/ Service before the requested advance payment has been made.
- 11.3 All payments must be made in Euros at the office or to a bank account designated by InnoVfoam Service and Maintenance, unless agreed otherwise in Writing. InnoVfoam Service and Maintenance is always entitled to demand security for the payment of the amount due.
- 11.4 If the Customer does not pay within the period stipulated in this article or within the agreed-upon period, the Customer is in default by operation of law, and InnoVfoam Service and Maintenance has the right, without further notice or formal notice of default, to charge the Customer statutory (commercial) interest on the outstanding amount from the due date until full payment is made, without prejudice to InnoVfoam Service and Maintenance's other rights. All reasonable judicial and extrajudicial (collection) costs incurred as a result of the Customer's failure to fulfill its payment obligations

- shall be borne by the Customer. The extrajudicial costs are set at 15% (fifteen percent) of the amount to be collected. If InnoVfoam Service and Maintenance demonstrates that the actual extrajudicial costs incurred are higher than 15% (fifteen percent) of the amount to be collected, the actual extrajudicial costs will be fully borne by the Customer.
- 11.5 Payments made by the Customer are always applied first to settle all due statutory interest and costs and then to the oldest outstanding invoices, even if the Customer indicates that the payment relates to a later invoice.
- If InnoVfoam Service and Maintenance 11.6 has a claim against the Customer, InnoVfoam Service and Maintenance 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 is received from the Customer. This also applies in the case where an (interim) invoice remains unpaid in cases where InnoVfoam Service and Maintenance has agreed with the Customer that invoices would be issued in parts or intermittently.
- 11.7 InnoVfoam Service and Maintenance has the right, regardless of the agreed payment conditions, to demand sufficient security for payment before delivery and to suspend the execution of the Agreement if this security is not provided or cannot be provided. In such a case, InnoVfoam Service and Maintenance is entitled to demand advance payment before proceeding with delivery.

Article 12 - Termination

12.1 InnoVfoam Service and Maintenance may, in addition to other rights arising from the Agreement and the law,

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terminate the agreement with the Customer in whole or in part at any time – after the Customer has been duly defaulted and given a reasonable period for compliance – without judicial intervention and without liability on the part of InnoVfoam Service and Maintenance towards the Customer, with immediate effect, if the Customer does not fulfill one or more of its obligations under the Agreement or other agreements with InnoVfoam Service and Maintenance, if the Customer is declared bankrupt, if the Customer applies for a moratorium, or offers a payment arrangement to its creditors, if the Customer proceeds to liquidate its affairs, or if substantial debts or assets of the Customer are seized or if the Customer is unable to meet its due debts or leaves its due debts unpaid.

12.2 If such a situation as referred to in paragraph 1 of this article occurs, InnoVfoam Service and Maintenance is entitled to reclaim the Product delivered under retention of title, as well as to demand the amount owed by the Customer in one go, without prejudice to other rights available to InnoVfoam Service and Maintenance, including the right to compensation for costs, damages, and interest, including the costs of repossession of the Product by InnoVfoam Service and Maintenance.

Article 13 - Liability

- 13.1 Notwithstanding the provisions of this article and any warranty provisions, InnoVfoam Service and Maintenance is only liable for damages if such damages are caused by a failure (to the Customer and/or third parties) that is attributable to InnoVfoam Service and Maintenance under the law or prevailing opinion.
- 13.2 InnoVfoam Service and Maintenance

- accepts no liability towards the Customer for damages on any grounds whatsoever, except in the case of intent or deliberate recklessness by InnoVfoam Service and Maintenance, its employees, and/or auxiliaries engaged by InnoVfoam Service and Maintenance.
- 13.3 If and to the extent that any liability rests with InnoVfoam Service and Maintenance on any grounds whatsoever, any liability of InnoVfoam Service and Maintenance, its employees, and/or auxiliaries engaged by InnoVfoam Service and Maintenance is always limited per event (whereby a series of related events is considered one event) to compensation for direct damages up to a maximum of the amount paid out under InnoVfoam Service and Maintenance's liability insurance, minus the excess of the aforementioned insurance, or – if there is no coverage under the insurance – to a maximum of the (partial) invoice amount to which the damages relate, or to a maximum of the Order value of the Assianment.
- 13.4 InnoVfoam Service and Maintenance's liability for indirect damages suffered or to be suffered by the Customer is excluded. Indirect damages include, but are not limited to, consequential damages, lost profits, missed savings, reduced goodwill, damages due to business interruption, damages due to the failure to achieve marketing objectives, damages related to the use, loss, distortion, or destruction of data, loss of Orders, and/or PR damages.
- 13.5 InnoVfoam Service and Maintenance cannot be held liable if damages result from relying on inaccuracies in data, drawings, advice, instructions, etc., provided by the Customer. InnoVfoam Service and Maintenance is not obligated to verify the data, drawings, advice, instructions, etc., provided by

the Customer and may rely on their accuracy.

- 13.6 InnoVfoam Service and Maintenance is not liable for damages of any kind if the Customer instructs InnoVfoam Service and Maintenance to use certain designated materials, constructions, etc., when InnoVfoam Service and Maintenance has advised the Customer against their use.
- 13.7 InnoVfoam Service and Maintenance is under no circumstances liable for damages, including environmental damages, caused by the use of delivered products containing harmful substances, including but not limited to PFAS, unless such damages result from intent or deliberate recklessness by InnoVfoam Service and Maintenance. The owner of a fire protection system, foam extinguishing system, and foam installation remains 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, damages, and costs in the broadest sense arising from the non-compliance with environmental laws or regulations when using the delivered Products/Services. This applies particularly – 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/end responsible for a fire protection system, foam extinguishing system, and/or foam installation for which InnoVfoam Service and Maintenance delivers Products and/ or Services, the Customer shall ensure that before InnoVfoam Service and Maintenance commences with its Services/delivery of Products, the
- owner/end responsible of the fire protection system, foam extinguishing system, and/or foam installation provides Written consent to the conditions as set out in this article, where they agree to the exoneration as if the obligations, etc., apply to them. The Customer also indemnifies InnoVfoam Service and Maintenance against all claims, damages, and costs in the broadest sense of the owner/end responsible of a fire protection system, foam extinguishing system, and/or foam installation towards InnoVfoam Service and Maintenance.
- 13.8 Notwithstanding the provisions of Article 6:89 of the Dutch Civil Code, the right to compensation lapses in any case one (1) year after the event from which the damages directly or indirectly result and for which InnoVfoam Service and Maintenance is liable.
- 13.9 The provisions of this article only apply insofar as InnoVfoam Service and Maintenance's liability under the law or the Agreement, including the provisions of these General Terms and Conditions, is not already further limited than would follow from the mere application of this article.

Article 14 - Force Majeure

- 14.1 If InnoVfoam Service and Maintenance fails to fulfill any obligation due to force majeure, InnoVfoam Service and Maintenance is never liable to the Customer for any damages resulting from this and is entitled, at its discretion and without judicial intervention, either to suspend the execution of the Agreement with the Customer for a maximum of six months or to dissolve the Agreement with the Customer in whole or in part, without being liable for any compensation.
- 14.2 Force majeure also includes any

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circumstances beyond the control of InnoVfoam Service and Maintenance, even if these were foreseeable at the time the Agreement was concluded, that temporarily or permanently prevent the fulfillment of the Agreement, as well as, insofar as not already included, (civil) war, the threat of war, terrorism (both attacks and the governmentimposed maximum security level of terrorism threat), riots, (work) strikes, personnel shortages, transport problems, fire, weather conditions, epidemics and pandemics (including government measures taken as a result), involuntary loss of possession, failure to timely supply materials and products 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 or regarding the company of factories, importers, or other traders from whom InnoVfoam Service and Maintenance procures or usually procures its Product(s).

Article 15 - Confidentiality and Use of Personal Data

- 15.1 InnoVfoam Service and Maintenance will take appropriate measures to preserve the confidentiality of the relationship with the Customer during the execution of the Agreement.
- 15.2 If InnoVfoam Service and Maintenance needs to take note of confidential information in the course of executing the Agreement, the Customer is responsible for ensuring that any personal data or other confidential information that InnoVfoam Service and Maintenance does not need is as much as possible omitted or rendered unreadable before providing it to InnoVfoam Service and Maintenance

- and that the confidential information is securely transferred to InnoVfoam Service and Maintenance. This does not affect InnoVfoam Service and Maintenance's obligation to treat any confidential information provided to it confidentially and to protect it appropriately.
- 15.3 The Customer has the right to access, correct, and delete the personal data provided. If a person other than the Customer directly contacts InnoVfoam Service and Maintenance, InnoVfoam Service and Maintenance will not, in the first instance, respond substantively (unless otherwise explicitly instructed by the Customer in Writing) but will notify the Customer of this immediately with a request for further instructions.
- 15.4 If a security breach of the Customer's personal data has occurred, InnoVfoam Service and Maintenance will notify the Customer as soon as possible after becoming aware of the breach, without unreasonable delay, and, if possible, no later than 48 hours after the breach. The Customer is responsible for ensuring that the details of the person to be informed first in such a case are provided to InnoVfoam Service and Maintenance at the start of the Agreement (and, if necessary, later updated). InnoVfoam Service and Maintenance will only take damagelimiting measures after consultation and with the Customer's Written consent unless this consent cannot be awaited given the seriousness and the situation.
- 15.5 The Customer will treat all registered personal data of third parties/ employees/Employees of InnoVfoam Service and Maintenance made known by InnoVfoam Service and Maintenance during and after the Agreement confidentially in accordance with the applicable

legislation. Unless otherwise agreed in Writing, the Customer will never provide personal data of the Employees made available by InnoVfoam Service and Maintenance to third parties.

- 15.6 Any confidentiality obligation lapses when the information becomes available from public sources. Furthermore, a Party is entitled to disclose confidential information to government authorities if required to do so by law or competent authority. In such a case, the Party will inform the other Party as soon as possible. The obligations under this article continue to exist after the termination of the Agreement, for as long as the disclosing Party can reasonably claim the confidential nature of the information.
- 15.7 Unless there is a legal or professional duty of disclosure, the Parties are required to maintain confidentiality towards third parties regarding all confidential information they have obtained from each other or from another source in connection with an Agreement or otherwise. Information is considered confidential if it has been communicated as such by the other Party or if it results from the nature of the information. All information concerning the Products or Services of InnoVfoam Service and Maintenance that the Customer has obtained by virtue of an Offer, Order, or Agreement, as well as information obtained, for example, following a seminar attended or a demonstration attended, falls under the confidentiality obligation. Any damages suffered by InnoVfoam Service and Maintenance as a result of a breach of this confidentiality obligation may be recovered by InnoVfoam Service and Maintenance.
- 15.8 Unless prior Written consent has been

given by InnoVfoam Service and Maintenance, the Customer will not disclose the content of reports, advice, or other statements, whether written or otherwise, made by InnoVfoam Service and Maintenance that were not prepared or made with the intention of providing information to third parties. The Customer will also ensure that third parties cannot become aware of the content referred to in the previous sentence.

Article 16 - Applicable Law and Disputes

- 16.1 All Agreements concluded by InnoVfoam Service and Maintenance 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 excluded.
- 16.2 All disputes arising from, relating to, or connected with Offers made by InnoVfoam Service and Maintenance, Orders received, Agreements concluded, or subsequent agreements to which these General Terms and Conditions apply in whole or in part will be submitted to the District Court of Noord-Holland, Alkmaar location.

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