



General Terms and Conditions

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.

2.7 If the work to be performed is part 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

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.

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

- 6.1 Unless the Parties explicitly agree 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.
- 6.9 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

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;
 - b. Ensuring proper facilities, including housing, utilities, and sanitation, and generally providing the measures considered normal for good personnel care;
 - c. 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.

7.9 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

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

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.

InnoVfoam
Lorrie 9
1724 BL Oudkarspel
Netherlands

+ 31(0)88 9112 112
info@innovfoam.com
www.innovfoam.com



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