

In these terms and conditions of delivery and payment of Innclose B.V. (hereafter: the "Conditions of Sale") the following terms have the following meaning:

Services: all work and services to be provided, whether or not related to the Products, which are the subject matter of an Agreement;

Guarantee period: a period of 12 months calculated from the day of delivery as regards electro components and moving parts of the Products such as running wheels, floor guides, openers and hinges and a period of 24 months calculated from the day of delivery as regards all other (parts of the) Products;

Innclose: the private limited liability company Innclose B.V., with its registered office and principal place of business at de Eerste Broekdijk 81, (7122 LD) Aalten;

Client: every natural person or legal entity entering into an Agreement with Innclose;

Order: the order from the Client to Innclose for the delivery of a Product or a Service;

Agreement: every agreement effected between Innclose and the Client regarding the delivery by Innclose of Products or Services to the Client, as well as every amendment or addition to such and all (legal) acts necessary for the entering into or the performance of that agreement;

Performance: the Products and Services to be delivered by Innclose;

Products: all the goods and the user rights to those goods that are the subject matter of an Agreement.

1. Offers and the coming into existence of Agreements

- 1.1 Every offer and estimate by Innclose is subject to contract.
- 1.2 If the client provides Innclose with data, drawings etc, Innclose may assume their accuracy and shall base its offer on those.
- 1.3 An agreement is formed the moment Innclose accepts an Order in writing or carries out an Order.
- 1.4 If the offer is not accepted, Innclose is entitled to charge the Client all the costs it had to incur in order to be able to make its offer.

2. Amendments and additions

- 2.1 Derogations from, or additions to, any provision in an Agreement and/or the Conditions of Sale only apply if these have been confirmed by Innclose in writing. The amendment or addition only applies to the relevant Agreement.
- 2.2 There can only be contract variations insofar Innclose has to carry out work which deviates from Innclose's order confirmation or the drawing. Innclose shall charge on these deviating activities as being contract extras. In the event of contract reductions, the price for the Performance shall be reduced on a pro rata basis.

3. Drawings, designs etc.

- 3.1 All price estimates, software, images, catalogues, drawings, models, designs and specifications provided by Innclose with the Order, as well as any other information such as measurements and the like are rendered, or indicated respectively, as accurately as possible. Innclose retains, as far as applicable, any copyright as well as any other intellectual or industrial property right in respect of these documents.
- 3.2 The documents remain, even after an Order has been placed, the property of Innclose. The aforementioned documents are only binding if this is confirmed in writing. Details do not need to be provided.
- 3.3 The Client may not make the offers, drawings, models or designs of Innclose available to third parties without its prior written consent.
- 3.4 Within 5 working days after Innclose has requested such, the Client must return, postage paid, the aforementioned documents provided by Innclose on penalty of a fine of € 5,000 (five thousand euro) for each day this term is exceeded.

4. Price

- 4.1 Unless otherwise stated, all prices are exclusive of:
 - VAT, import and export duties, other taxes, levies and rights;
 - Hacking, hewing and drilling work;
 - Welding and cabling work;
 - Creating recesses;
 - Travel and accommodation expenses;
 - Costs of disposal of materials and waste.
- 4.2 All prices are stated in euros; any possible exchange rate movements are charged on and prices are based on delivery ex works ("ex works" in accordance with the latest Incoterms version).
- 4.3 Innclose is at all times entitled to invoice one or more advances to the Client.
- 4.4 The prices offered by Innclose are based on price-determining factors applicable at the time of the offer.
- 4.5 Any increase in cost-determining factors arisen after the Agreement has been entered into may be charged on by Innclose to the Client if, at the time of the increase, the performance of the Agreement is not yet completed.
- 4.6 The Client is obliged to pay the price increase as referred to above at the same time as the payment of the principal sum or the first agreed instalment.

5. Payment

- 5.1 The Client shall pay the invoiced amounts within 30 days of the invoice date. All payments shall be made in a manner to be determined by Innclose.
- 5.2 The time of payment, is the time at which the bank account of Innclose has been credited.

- 5.3 If the Agreement is performed in parts, Innclose is entitled to demand payment for the partial delivery(s) already undertaken before carrying out the other partial delivery(s).
- 5.4 The right of the Client to offset its claims on Innclose is excluded, unless Innclose is in liquidation or a legal debt rescheduling arrangement applies to Innclose.
- 5.5 If payment has not been made within the agreed payment term, the Client immediately owes Innclose the interest and extra-judicial costs. The interest is equal to the statutory (commercial) interest plus two percentage points per month, whereby a part of a month counts as a full month. The extra-judicial collection costs are fifteen percent of the amount to be claimed from the Client including the aforementioned interest, with a minimum of EUR 150.
- 5.6 If before or during the performance of an Agreement there are, in the opinion of Innclose, good grounds to doubt a timely payment by the Client, Innclose is entitled not to deliver or to cease further deliveries until, to its requirement and satisfaction, the Client has provided security for all that the Client owes or shall owe Innclose.
- 5.7 If a joint order is issued to Innclose, the other parties are, insofar the delivery of the goods/services for the benefit of the joint other parties has occurred, jointly and severally liable for the payment of the invoice(s).
- 5.8 If in legal proceedings it is decided in favour of Innclose, all costs it has incurred in connection with these proceedings are for the account of the Client.

6. Delivery time

- 6.1 Stated delivery times are never to be viewed as deadlines. In the event of an overdue delivery, Innclose must therefore be issued with a written notice of default before it is in default.
- 6.2 The delivery time and/or completion time only starts to run when there is agreement on all commercial and technical details, all necessary data, approved drawings etc are in the possession of Innclose, the agreed payment (by instalment) has been received and the necessary conditions for the performance of the Agreement are satisfied.
- 6.3 The delivery can be made in consignments as and when the goods are ready or in stock. The Client is not entitled to refuse delivery in consignments.
- 6.4 A delivery time stated by Innclose is based on circumstances applicable to Innclose at the time of entering into of the Agreement. If these change, Innclose can extend the delivery time and/or completion time by a period necessary to perform the Agreement in these circumstances.
- 6.5 In the event of additional work, the delivery time and/or completion time is extended by the time necessary to deliver (or to have delivered) the materials and parts for that purpose and to carry out the additional work.
- 6.6 In the event of a suspension of obligations by Innclose, the delivery time and/or completion time is extended by the duration of the suspension.
- 6.7 In respect of that provided for in article 6.4, 6.5 and 6.6 it applies in addition that the work shall only be carried out when the planning so allows.
- 6.8 Exceeding the agreed delivery time and/or completion time never entitles the Client to a claim for compensation, unless agreed otherwise.

7. Place of delivery; transfer of risk

- 7.1 Unless expressly agreed otherwise, the delivery of Products shall be ex works (latest version Incoterms); the risk of the Product transfers the moment Innclose makes these available to the Client.
- 7.2 Irrespective of the provisions in the preceding paragraph, Innclose and the Client can agree that Innclose shall be responsible for the transport. In addition to the transport costs, the risk of storage, loading, transport and unloading are for the Client. The Client can insure itself against these risks.
- 7.3 If at the request of the Client, Innclose agrees with a suspension of the agreed delivery time, Innclose shall store the Products for the account and at the risk of the Client for the duration of the suspension. Suspension of the delivery time does not lead to a suspension of the payment of the amounts invoiced by Innclose.
- 7.4 If after the agreed suspension period as referred to in article 7.3 or in any other case, the Client does not purchase the Products, or not purchase them on time, Innclose is entitled to keep the Products in storage for the account and at risk of the Client or to sell these to a third party. The Client remains due the purchase price plus the interest and costs (by way of compensation), however in the relevant case, less the net-proceeds of the sale to the third party.

8. Retention of title

- 8.1 After delivery, the delivered Products remain the property of Innclose as long as the Client:
 - a. Fails to, or shall partly or fully fail to, perform its obligations arising from any agreement entered into with Innclose;
 - b. The Client has not made the full payment for work carried out or still to be carried out by reason of such agreements;
 - c. The Client has not paid the claims arising from the non-performance of abovementioned agreements such as damages, penalties, interests and costs.
- 8.2 As long as the ownership of the Products has not transferred to the Client, it may not pledge these Products or encumber them in any other way.
- 8.3 After Innclose has invoked its right of retention, it may retrieve the delivered Products. The Client allows Innclose access to the place where these Products can be found.

- 8.4 The client undertakes to insure, and keep insured, the goods delivered subject to the retention of title with a reputable Dutch Insurance company against fire, explosion and water damage, theft, embezzlement and any other damage or loss. The Client is obliged to produce the policy and/or receipts for the payment of the insurance premiums for inspection on demand by Innclose. The Client bears the risk for the goods delivered subject to the retention.
- 8.5 If Innclose cannot rely on its retention of title because the Products have acceded, the Client is obliged to pledge the newly formed goods to Innclose.
- 9. Inspection and complaints**
- 9.1 At delivery of the Product the Client is obliged to immediately check, or have it checked, whether the Products outwardly satisfy what has been agreed in this respect. Any complaints must be notified to Innclose in writing at the latest 5 days after delivery.
- 9.2 Defects which could not reasonably have been observed within the term set in paragraph 1, must immediately after observance but at the latest within the Guarantee Period be notified to Innclose in writing.
- 9.3 After a defect has been observed, the Client is obliged to immediately cease the use of the relevant Products and subsequently to do, or refrain from doing, everything reasonably possible to prevent (further) damage.
- 9.4 The Client shall render all the cooperation necessary for the investigation of the complaint, including providing Innclose the opportunity to examine the circumstances of the use, at the risk of forfeiting any right.
- 9.5 The Client cannot derive any rights from the fact that the complaint is taken up.
- 9.6 The Client is not permitted to return the delivered Products before Innclose has agreed to this. Only if a complaint has been made on time, correctly and rightfully are the reasonable costs of return for the account of Innclose.
- 9.7 If the Client complains about defects of a Product on time, correctly and rightfully, the ensuing liability of Innclose is limited to the obligations referred to in article 10 of these Conditions of Sale.
- 10. Obligations of Innclose**
- 10.1 All the work undertaken by Innclose, is carried out to the best of its understanding and ability and in accordance with high standards. The results of Services provided are however expressly not guaranteed.
- 10.2 Innclose guarantees towards the Client that at delivery, the Products satisfy that which has been agreed in that respect and during the Guarantee Period guarantees the soundness of the delivered Products.
- 10.3 On condition that a complaint is made correctly and justifiably within the Guarantee Period and that it has been sufficiently demonstrated that the Products do not meet that which has been agreed in that respect, or are showing material and/or construction defects, or do not function properly, Innclose has the option to either replace the Products, or parts thereof, which appeared unsound on their return with new Products or parts, or properly repair the relevant Products or parts thereof, or refund, or credit, the invoiced sum of the purchase price of the Products or parts thereof which appeared unsound, or grant the Client a discount on the purchase price to be determined in mutual consultation. By fulfilling one of the above options, Innclose has fully discharged its obligations.
- 10.4 If the performance consists (partly) of the installation and/or assembly of a delivered product, Innclose shall, during the Guarantee Period, guarantee the soundness of the installation and/or assembly. If it becomes clear that the installation and/or assembly has not been carried out properly, Innclose shall rectify this.
- 10.5 The travel and accommodation expenses to be incurred by Innclose as a result of fulfilling its obligations such as referred to in the two previous paragraphs, are for the account of the Client.
- 10.6 There can be no reliance on the guarantee obligations (as referred to in article 10.3 and 10.4 of the Conditions of Sale) if (i) the Guarantee Period has expired, or (ii) changes in, or repairs to, the Products have been made by the Client [(including the removal or the changing of the model or serial numbers)], (iii) the Products have been used for different purposes than for which they were intended or (iv) the Products have been treated or maintained in an improper manner in any other way (including not keeping to the prescribed user and maintenance instructions) or (v) the Client is in default towards Innclose.
- 10.7 A manufacturer's warranty applies to those parts for which Innclose and the Client have expressly agreed this. If the Client has had the opportunity to inspect the content of the manufacturer's warranty, it shall take the place of that provided in this article.
- 11. Performance of the Agreement**
- 11.1 The Client is obliged to provide all the information which Innclose, in its opinion, requires for the correct performance of the Agreement and in the desired form. The Client guarantees the accuracy, completeness and the reliability of that information.
- 11.2 The Client ensures that for its part nothing shall stand in the way of achieving particular agreed time limits, including delivery and purchase times.
- 11.3 Innclose shall not use the information made available in the context of the performance of the Agreement for a different purpose than for which it was obtained without the consent of the Client.
- 12. Liability of Innclose**
- 12.1 Any liability of Innclose is limited to the sum in respect of which there is, in the relevant case, a claim pursuant to the liability insurance(s) taken out by it, increased by the sum for the excess which in accordance with the policy conditions in the relevant case, is for the account of Innclose.
- 12.2 If for any reason whatsoever no payment is made pursuant to the liability insurance of Innclose, Innclose's liability is limited to, at most, the invoice amount in respect of the Performance which caused the loss.
- 12.3 Innclose is not liable, either on basis of any act or by reason of the Agreement, for so-called indirect loss which the Client or any third party might suffer as a result of the performance or non-performance of the Agreement or the use of the Products. Indirect loss includes trading loss, environmental damage, consequential loss, loss due to delays, loss of profit, frustrated expectations, loss caused through breaching the rights of third parties including intellectual property rights.
- 12.4 The provisions of the preceding paragraphs do not affect any statutory product liability.
- 12.5 Innclose cannot rely on the restrictions of liability as referred to in articles 12.1, 12.2 and 12.3 or on the obligation to indemnify as referred to in article 12.6 of these Conditions of Sale, if the relevant loss is caused by the wilful intent or by wilful recklessness on the part of Innclose or its management employees who are part of its board of directors or company management.
- 12.6 The Client indemnifies Innclose against any claims by third parties, directly or indirectly relating to the performance of the Agreement by the Supplier or (the use of) the Products and it shall compensate Innclose for any losses including (legal) advice costs, Innclose suffers as a result of such claims.
- 13. Force Majeure**
- 13.1 Force majeure (a "non-attributable failure") on the part of the Client does, in any case, expressly not include a lack of personnel, strikes or sickness of personnel, delays in distribution, failures in the performance by third parties engaged by the Client and/or liquidity or solvency problems on the part of the Client.
- 13.2 If the force majeure situation has continued for 1 month, each party is entitled to terminate the Agreement wholly or in part by means of a registered letter to the other party. If the Agreement is terminated due to force majeure on the part of the Client, the Client shall compensate Innclose for the loss it suffers as a result of the termination and for the costs Innclose has incurred up to the moment of the termination of the Agreement.
- 13.3 The Client and Innclose shall notify each other as soon as possible of a (possible) force majeure situation.
- 14. Intellectual property**
- 14.1 The Client does not acquire any intellectual property rights in respect of the Products.
- 14.2 If the Client has, in the opinion of Innclose, made it sufficiently plausible that the Products breach an intellectual property right of a third party, Innclose is entitled to, at its discretion:
- (i) acquire such a right so that the Client can continue the use of the Products, or
 - (ii) make, in its reasonable opinion, similar Products available, or change the Products so that the breach is undone, or
 - (iii) terminate the Agreement wholly or in part on repayment to the Client of the price paid (for the relevant part), less a reasonable payment for the use of the Products up to the moment of termination.
- 14.3 Any further liability or obligation of Innclose, including the obligation to pay compensation, is herewith excluded.
- 15. Choice of law and competent court**
- 15.1 Dutch law applies to these Conditions of Sale and to the Agreement.
- 15.2 The applicability of the Vienna Sales Convention is excluded.
- 15.3 Any dispute between the parties shall, insofar not prescribed as mandatory pursuant to the law, be subject to the ruling of the competent court of Arnhem, taking into account that Innclose is entitled to bring claims against the Client, whether or not simultaneously, before different courts of justice which on the basis of national or international rules of law, are competent to hear such claims.