

General Terms and Conditions of Sale and Delivery United Comfort Industries B.V.

Version: April 2025

General Terms and Conditions of Sale and Delivery of United Comfort Industries B.V., having its statutory seat in The Hague and its office at Industrieweg 4, (4762AE) Zevenbergen. Registered with the Chamber of Commerce under number 24189867.

1. Definitions

- 1.1 In these General Terms and Conditions of Sale and Delivery, the following terms shall have the following meanings:

UCI: United Comfort Industries B.V.

Customer: Any natural person and/or legal entity that enters into or intends to enter into an Agreement with UCI.

Agreement: The agreement between UCI and the Customer for the sale and delivery of a Product.

Parties: UCI and the Customer.

Party: UCI or the Customer.

Product: The goods (including partial deliveries thereof) covered by the Agreement.

Terms and Conditions: The general terms and conditions of sale and delivery of UCI as set out in this document.

- 1.2 Words in the singular shall include the plural and vice versa. Words indicating a specific gender shall include all genders.

2. Applicability

- 2.1 These Terms and Conditions apply to all legal relationships between UCI and the Customer, including, but not limited to, quotations and Agreements.

- 2.2 The applicability of the general (purchase) terms and conditions of the Customer is expressly rejected by UCI.

- 2.3 Deviations from and/or amendments to these Terms and Conditions must be agreed upon in writing.

3. Prices

- 3.1 Unless explicitly stated otherwise, the prices quoted by UCI are exclusive of VAT and any other government-imposed taxes, surcharges, and levies.
- 3.2 All additional costs, including but not limited to transport, shipping, packaging, and insurance costs of the Product, shall be borne by the Customer unless otherwise agreed in writing.
- 3.3 Any increase in costs and/or expenses resulting from actions or omissions by the Customer may be charged by UCI to the Customer.

4. Payment

- 4.1 Unless otherwise agreed in writing or stated on the invoice, payments to UCI must be made within 14 days from the invoice date, without any deductions or set-off, in the manner indicated by UCI and in the currency stated on the invoice.
- 4.2 The payment term set by UCI also applies in case of delayed delivery.
- 4.3 The payment term set by UCI is a strict deadline.
- 4.4 From the day the Customer is in default, the Customer shall owe default interest equal to the statutory commercial interest rate applicable on the first day of default.
- 4.5 The Customer expressly waives the right to invoke set-off and the right to suspend its payment obligations.

5. Delivery and Transport

- 5.1 Unless otherwise agreed in writing, UCI shall deliver at the specified loading location (EXW, in accordance with Incoterms 2020).
- 5.2 UCI may deliver the Product in instalments and invoice the Customer pro-rata for such partial deliveries.
- 5.3 Complaints regarding invoices, including the amount of sums stated therein, must be submitted in writing by the Customer to UCI without delay and in any case within 7 days from the invoice date. After this period, the correctness of the invoices and the amounts stated therein shall be deemed agreed between the Parties.
- 5.4 All costs and any damage and/or loss incurred by UCI as a result of the Customer's refusal or delay in accepting the order or part thereof—including failure to provide loading instructions in a timely manner and failure to collect the Product when available—shall be borne by the Customer.
- 5.5 Any delivery time or date given by UCI is not a strict deadline unless expressly agreed in writing. UCI is not liable for any loss or damage incurred by the Customer as a result of delays in shipment or delivery, regardless of the cause.

6. Retention of Title

- 6.1 All Products delivered by UCI remain the property of UCI until full payment has been made and received for all amounts due to UCI under the Agreement, including interest, costs, and collection costs. If multiple deliveries occur between UCI and the Customer, all delivered Products remain UCI's property until all obligations under the legal relationship are fulfilled by the Customer.
- 6.2 Before full payment is made, the Customer is not entitled to sell, deliver, or dispose of the Product, except as part of normal business operations. The Customer is also not permitted to encumber the Product with limited rights or any other rights.
- 6.3 The Customer must store and keep Products delivered under retention of title with due care and recognisably as UCI's property.
- 6.4 Without prejudice to any other rights to which it is entitled, UCI is irrevocably authorised by the Customer to reclaim the Products delivered under retention of title that are in the Customer's possession and to take back the Products it has supplied if the Customer fails to properly, fully, and timely fulfill its obligations under the Agreement with respect to UCI. To this end, the Customer grants UCI access to the location where the Products are stored.

7. Compliance, Complaints, and Warranty

- 7.1 UCI provides no warranties of any kind, except for those expressly stated in writing by UCI. Implied warranties, including but not limited to, suitability for a particular purpose or merchantability, are not granted.
- 7.2 Complaints about certain deliveries do not suspend the Customer's payment obligations for those or other deliveries and do not entitle the Customer to set-off.
- 7.3 If the Customer fails to fulfil any obligation under the Agreement with UCI properly, fully, and on time, all claims and rights against UCI shall lapse. The Customer cannot invoke a warranty if they have not fulfilled all their payment obligations towards UCI.

8. Liability and Indemnification

- 8.1 If a valid claim is made under a warranty provided by UCI, UCI shall arrange for (partial) replacement or reimbursement of the purchase value of the product.
- 8.2 UCI's liability is limited to either replacing the delivered Product or reimbursing the value of the Agreement, as determined by UCI.
- 8.3 UCI is not liable for any damage resulting from defects in the Product and/or the performance of the Agreement.
- 8.4 UCI shall under no circumstances be liable to the Customer for indirect, special, or consequential damages (including, but not limited to, lost profits, lost revenue, business interruption, loss of contracts, and loss of goodwill) arising from or related to the delivery of the Product.

8.5 The Customer fully indemnifies UCI against all third-party claims for compensation of damages and/or loss related to the Products delivered by UCI to the Customer.

9. Force Majeure

9.1 Force majeure refers to any circumstance, of any nature, that is beyond UCI's control or will, even if this circumstance was foreseeable at the time of entering into the Agreement, which prevents UCI from fulfilling this Agreement or only allows fulfillment, at UCI's discretion, by making disproportionately burdensome extra efforts and/or incurring additional costs. Force majeure shall include, insofar as not already covered, mobilisation, war, threat of war, civil war, riots, disease outbreaks, epidemics, strikes, lockdowns, transport difficulties, cessation of operations due to weather conditions, fire, explosion, and other serious disruptions in the business of UCI or its suppliers. The failure of third parties engaged by UCI for the performance of the Agreement, or on whom UCI depends, to properly, fully, and timely fulfill their obligations to UCI shall also qualify as force majeure.

9.2 In the event of force majeure, UCI may suspend its obligations. Furthermore, UCI shall be entitled to fully or partially terminate the Agreement by providing written notice to the Customer.

9.3 In the event of force majeure, UCI is released from the obligation to pay compensation for damages.

9.4 In the event of force majeure on the part of UCI, it shall notify the Customer accordingly. UCI is not bound by any specific deadline or form for providing notice of the force majeure situation.

10. Default and Insolvency

10.1 If the Customer fails to properly, fully, and timely fulfill one or more obligations, is declared bankrupt, applies for (provisional) suspension of payments or a statutory debt restructuring, proceeds with the liquidation of their assets, or if (part of) their assets are seized, UCI has the right to suspend the execution of the Agreement or to fully or partially terminate the Agreement by providing written notice to the Customer. In such cases, UCI is also entitled to compensation for damages, interest, and costs.

10.2 In the aforementioned cases, any claim that UCI has or will have against the Customer shall become immediately due and payable, without requiring any further notice of default.

11. Confidentiality and Intellectual Property Rights

11.1 All information provided by or on behalf of UCI to the Customer (such as offers, designs, images, drawings, and know-how), regardless of its nature or form, is confidential and shall not be used by the Customer for any purpose other than the execution of the Agreement.

- 11.2 The Customer acknowledges that all copyrights, (trade) names, (figurative) trademarks, and/or other similar rights regarding: (1) the Product (including its user manual, any accompanying documentation, and packaging), and (2) measurement methods, software, and applications for product dimensioning made available by UCI to the Customer, belong to and shall remain with UCI, and the Customer shall not infringe upon these rights.
- 11.3 The Customer is not permitted to use UCI's (trade) names, (figurative) trademarks, logos, and/or other similar rights without UCI's explicit written consent.

12. Prohibition of Resale on Online Marketplaces

- 12.1 The Customer is not permitted to sell or resell the Products via distribution platforms and/or online marketplaces without the explicit written consent of UCI.
- 12.2 In case of violation of the prohibition in Article 12.1, the Customer shall owe an immediately payable penalty of €10,000 per violation, plus €1,000 for each day the violation continues, without prejudice to UCI's right to claim full compensation for damages.

13. Miscellaneous Provisions

- 13.1 In the event of discrepancies between these Terms (which are drafted in Dutch) and a translation thereof, the Dutch version shall always prevail and be decisive between the parties.
- 13.2 All legal relationships between the Customer and UCI are governed by Dutch law.
- 13.3 The applicability of the Vienna Sales Convention (CISG) is excluded.
- 13.4 All disputes arising from or related to an Agreement shall be exclusively submitted in the first instance to the court of The Hague.