

## TERMS & CONDITIONS DeVl-Stairlifts BV

Version : 1.2

Valid from : September 2018

### **1. General Terms**

1.1. These Terms of Delivery apply to all made offers by DeVl-Stairlifts and all closed agreements between DeVl-Stairlifts and her customers, unless the contracting parties have expressly agreed otherwise in writing.

1.2. The Dutch law is applied on all relations between DeVl-Stairlifts and her customers.

1.3. The Dutch court will exclusively judge on disputes between DeVl-Stairlifts and her customers.

1.4. If and to the extent that any part or provision of these Terms of Delivery is found to be contrary to any mandatory rule of national or international law, that part or that provision will be regarded as not having been agreed and these Terms of Delivery will otherwise continue to bind the parties. The parties will then act as if, should they have known of the invalidity of the provision, they had agreed to a valid provision that corresponds with the intentions of the invalid provision, or to a provision comes closest to those intentions.

1.5. Any cases for which these Terms of Delivery do not provide, will be judged by a valid provision that corresponds with the intentions of the invalid provision, or to a provision comes closest to those intentions.

1.6. The latest version of the Terms of Delivery are applicable.

1.7. DeVl-Stairlifts reserves the right to change these Terms of Delivery unilaterally. Changes also apply on already closed agreements. Changes will be published in writing and/ or by email. They will apply 30 days after this publishing or at a later date which is mentioned in the publishing. The changed Terms of Delivery apply to every customer, unless the customer terminated the concerning agreement in writing or by email at the date the changed Terms of Delivery take effect.

1.8. In the event of disputes arising from the present certified translation of the contract, the Dutch text shall prevail.

### **2. Definitions**

The work: The total of the agreed proceedings and/or supplies.

The customer: The (natural or legal) person, who purchases the service or the product from DeVl-Stairlifts, for own use or for use by a designated third party.

The user: The user of the product, being the customer or a designated third party.

### **3. Offer**

3.1. All offers by DeVl-Stairlifts are non-committal.

3.2. Prices are subject to change, for any reason whatsoever.

3.3. DeVi-Stairlifts cannot be held to her offer if the customer can reasonably understand that the offer made, or a part of an offer, contains an error or a slip of the pen.

3.4. Our offers mention the price, the pricing method and the terms, under which offer is made.

3.5. The documents related to the offer such as drawings and technical descriptions, are drawn as accurately as possible, but are not binding and remain the intellectual property of DeVi-Stairlifts.

3.6. A compound quotation shall not oblige DeVi-Stairlifts to execute part of the assignment against a corresponding part of the given quotation. Offers and tenders shall not apply automatically to future assignments.

#### **4. Agreement**

4.1. If an offer is accepted by the customer, this will be confirmed (in writing) by DeVi-Stairlifts. Then DeVi-Stairlifts will start the delivery and/or the proceedings as soon as possible, subject to the delivery date specified by DeVi-Stairlifts.

4.2. The agreement between the parties is closed as soon as DeVi-Stairlifts sends an order confirmation to the customer including the final price for the work and the period of time in which the work will be realized.

4.3. If, during the execution of the work, it turns out that the total costs for the work increase or that the work cannot be executed, as provided in the offer, DeVi-Stairlifts will set up a new offer. In that case the agreement between the parties is closed at the moment that DeVi-Stairlifts receives back the quotation signed by the customer.

4.4. If it turns out that the work cannot be performed in an acceptable way, DeVi- Stairlifts is still entitled to reject the agreement.

4.5. The customer is obligated to provide DeVi- Stairlifts with the correct name and address information. The customer is also responsible for checking the provided information on its correctness. No responsibility for checking this information rests on Stairlifts. Changes in this information should be communicated to DeVi- Stairlifts as soon as possible.

4.6. DeVi- Stairlifts is entitled to suspend the fulfilment of its obligations or to terminate the agreement with immediate effect, if circumstances that became known to DeVi- Stairlifts after the agreement has been concluded give good ground to fear that the customer will not fulfil the obligations fulfil his obligations only partially or not properly. If DeVi- Stairlifts suspends the fulfilment of its obligations or terminates the agreement based on the circumstances as mentioned, DeVi- Stairlifts has no obligation to compensate the customer in any way, however the claims of DeVi- Stairlifts on the customer are immediately claimable.

In case the customer proceeds to liquidation, dissolution or estate cession, transfer or contribution or discontinuation of its enterprise, dies, if bankruptcy or suspension of payment or legal restraint or the application of a debt restructuring arrangement of the customer is applied for, or if (a part of) the capital of the customer is attached, DeVi- Stairlifts is entitled to suspend the fulfilment of its obligations or to terminate the agreement with immediate effect. In this case DeVi- Stairlifts has no

obligation to compensate the customer in any way, however the claims of DeVİ- Stairlifts on the customer are immediately claimable.

4.7. DeVİ- Stairlifts is authorized to refuse a customer and is not obliged to give an explanation for it.

## **5. Cancellation**

5.1. Once the agreement is closed, DeVİ- Stairlifts will start the delivery and/or the proceedings, necessary for the execution of the work.

5.2. The customer (or his successors under universal title) has the right to cancel the agreement with DeVİ- Stairlifts until the date on which the work will be delivered. This does not exclude the customer from having to pay a compensation for the customized costs made by DeVİ- Stairlifts until the moment of cancellation, plus a performance storage. If the service or the product is ready for delivery at the time of cancellation, DeVİ- Stairlifts is entitled to charge the agreed price.

5.3. In case of cancellation, DeVİ- Stairlifts will hold the work already carried out for delivery to the customer ready for 1 week after cancellation. After this week, and when the customer has made no claim on delivery, it will be destroyed. At the delivery, the costs of delivery will be charged to the customer.

## **6. Execution**

6.1. The customer is obligated to ensure that DeVİ- Stairlifts can perform the work at the agreed time.

6.2. The customer sees to any adjustments or supplies, that are necessary to enable DeVİ- Stairlifts to perform the work, in case and in so far as DeVİ- Stairlifts has given instructions in the offer.

6.3. If the commencement and progress of the work are delayed by circumstances for which the customer is responsible as referred to above, DeVİ- Stairlifts is entitled to charge the customer for the additional costs.

6.4. The customer is not entitled to let a third party, engaged by DeVİ-Stairlifts, perform activities that do not relate to the proceedings as mentioned in the agreement.

6.5. If and in so far required for the proper execution of the agreement, DeVİ-Stairlifts shall have the right to have certain work done by third parties.

## **7. Contract variations**

7.1. Contract variations will be charged if is more work is required because the customer sets additional requirements during the work or when any cost-increasing circumstances occur, which are not due to DeVİ-Stairlifts.

7.2. When contract variations occur, DeVİ-Stairlifts will notify the customer as soon as possible.

7.3. Contract variations will be charged separately.

## **8. Impracticability of the work**

8.1. If, during the execution of the work, it appears that full and proper performance of the agreement is not possible as a result of circumstances DeVi-Stairlifts did not know at the conclusion of the agreement, nor should have known, DeVi-Stairlifts has the right to propose the customer an amended agreement that can be fulfilled properly and completely.

8.2. When the customer does not accept the amended agreement as mentioned in article 8.1., DeVi-Stairlifts has the right to terminate the agreement. In that case the customer is obliged to compensate DeVi-Stairlifts for the incurred costs that relate to the work as mentioned in article 5.2.

## **9. Force Majeure**

9.1. In case of Force Majeure DeVi-Stairlifts is not obliged to fulfill its obligations to the customer and DeVi-Stairlifts is entitled to suspend the fulfillment of its obligations or to terminate the agreement with immediate effect, without judicial intervention, by written notification to the customer. In this case DeVi-Stairlifts has no obligation to compensate the customer in any way, unless it is unacceptable to the standards of reasonableness and fairness

9.2. Force Majeure shall mean all circumstances that are beyond the control of DeVi-Stairlifts that prevent her from complying with any of its obligations towards the customer. These circumstances include strikes, fire, malfunctions, power failures, failures in (telecommunications) network or connections or used communication and/or unavailability of the website, shortage of goods and late or incorrect delivery from subcontractors

## **10. Completion**

10.1. The agreed delivery time will be observed as much as possible, but is indicative and will therefore never be a fatal term. By exceeding the delivery time, DeVi-Stairlifts still has the right to ensure the timely completion of the work.

10.2. The work is considered to be completed when DeVi-Stairlifts has notified the customer in writing that the work is completed or when the goods are dispatched and DeVi-Stairlifts is in possession of a packing slip that is signed for receipt.

10.3. Small defects that can be repaired within the warranty period and that do not affect the functioning of the work, will not conflict with article 10.2.

10.4. Completion, a packing slip that is signed for receipt or a receipt document discharges DeVi-Stairlifts of all liability for defects that the customer or user reasonably should have discovered at that point in time.

10.5. Delivery will be done by a delivery service designated by DeVi-Stairlifts. It is also possible to pick up goods at our warehouse in Obdam.

## **11. Payment**

11.1. Payment must be made within 14 days after the invoice date, unless otherwise agreed in writing.

11.2. DeVi-Stairlifts is entitled to request a deposit (by collection) at the order confirmation.

11.3. In case of overdue payments, DeVi-Stairlifts has the right to charge the statutory interest on the invoice amount. Furthermore all reasonable costs that DeVi-Stairlifts has to make to obtain payment from the customer, will be charged to the customer.

11.4. Objections to the amounts invoiced do not suspend the payment obligation.

11.5. All products and/or services delivered by DeVi-Stairlifts shall remain property of DeVi-Stairlifts until the products and/or services have been paid for by the customer or until the customer has fulfilled all its obligations towards DeVi-Stairlifts, regardless whether the products and/or services are resold or are part of a larger order.

11.6. In case DeVi-Stairlifts wishes to exercise her property rights as mentioned in this article, the customers shall give unconditional and irrevocable consent to DeVi-Stairlifts or to third parties engaged by DeVi-Stairlifts to access all sites and locations where DeVi-Stairlifts properties are located and to take these properties back.

## **12. Risk-transfer**

12.1. The risk of loss, damage or depreciation of the products, shall be transferred to the customer as soon as the products leave our office.

## **13. Warranty**

13.1. The product will be delivered accompanied by a verbal or written instruction for use.

13.2. DeVi-Stairlifts guarantees that her products meet the necessary safety requirements, and that the products are suitable for the use agreed. DeVi-Stairlifts is not able to guarantee a trouble-free operation.

13.3. The customer is obliged to examine (cause the examination of) the products delivered at the moment of delivery or at the moment the proceedings are carried out. The customer has to examine if the quality and/ or quantity of the product corresponds with what has been agreed, and meets the applicable requirements. Any defect is to be reported to DeVi-Stairlifts in writing within 5 days after discovery. The report should contain a description as detailed as possible of the defect in such a manner that DeVi-Stairlifts can react adequately. The customer is obliged to give DeVi-Stairlifts the opportunity to examine (cause the examination of) the defect.

13.4. If a defect is unfounded, the incurred costs, including the costs of examining the defect made by DeVi-Stairlifts, will be charged to the customer.

13.5. The warranty as mentioned in this article applies to products and/ or services intended for use within the Netherlands. The customer is obligated to verify whether the use is qualified and meets the national requirements when used outside the Netherlands. In that case DeVi-Stairlifts can apply different (warranty) terms to these products and/ or services.

13.6. DeVi-Stairlifts is obliged to replace defects caused by material- and construction defects, within 12 months after invoice date, based on replacement of the defective parts (excl. shipping and repair costs), batteries excepted.

13.7. This obligation extends only to defects that were not reasonably detectable at the time of the delivery and that occur under conditions of normal use and in accordance with the instruction for use.

13.8. The warranty does not apply to defects that are the result of lack of maintenance, normal wear, lease, improper use, external effects, an accident, changes applied without written permission of DeVi-Stairlifts or of repairs performed by the customer himself.

13.9. The parts replaced by DeVi-Stairlifts due to warranty become property of DeVi-Stairlifts.

13.10. All our products, besides the batteries, have a **1 year** warranty, from the date of the invoice. Batteries have a half year warranty, from the date of the invoice. If the warranty is expired, all costs for repair or replacement, including costs for administration and shipment will be charged to the customer.

13.11. Warranty is not transferable.

#### **14. Liability**

14.1. DeVi-Stairlifts repairs defects on her own expense subject to the warranties as described in article 13.

14.2. DeVi-Stairlifts is not liable for any damage to persons and other matters than the product suffered by the customer or user, to the extent that damage is caused by a defect in the product.

14.3. DeVi-Stairlifts is not liable for any damage, of any kind, caused by incorrect and/ or incomplete information provided to DeVi-Stairlifts by the customer.

14.4. DeVi-Stairlifts is not liable for any damage suffered by the customer, other than mentioned in the articles above, unless the damage is a result of intent or gross negligence of DeVi-Stairlifts. If DeVi-Stairlifts is obliged to compensate damage, that compensation is limited to an amount equal to the invoice amount regarding the product or service that caused the damage.

14.5. Legal claims of the customer towards DeVi-Stairlifts regarding compensation or repair as specified in these terms, are barred by limitation after 6 months from the date the customer filed a written complaint with DeVi-Stairlifts.

#### **15. Repair conditions**

15.1. Offers regarding repairs the warranty as mentioned in article 13 does not apply to, will be done without obligations. The mentioned repair time and costs are indicative, and do not bind DeVi-Stairlifts.

15.2. When repairing a defect is accompanied with costs, the customer is notified about the amount of these costs. If the customer does not explicitly agree with these costs, the customer can get back his property after payment of the costs made by DeVi-Stairlifts hitherto. If the customer has not paid these costs 3 months after receiving the notification, the property will revert to DeVi-Stairlifts.

15.3. Repairs are carried out against hourly rates that are applicable at the date of repair, increased with traveling- and material costs. DeVi-Stairlifts is entitled to demand prepayment from the customer in case of extensive repairs.

15.4. DeVi-Stairlifts provides warranty for repairs during 3 months after the execution of the repair.

15.5. The warranty is voided when third parties have carried out proceedings to the product that affect the repaired parts, within the warranty period after completion of the warranty service without the consent of DeVi-Stairlifts.

15.6. Parts that are offered for repair will only be repaired when they are accompanied by a completed repair form.

## **16. Intellectual property rights**

16.1. DeVi-Stairlifts reserves the rights and powers to which DeVi-Stairlifts is entitled on the basis of Copyright and other intellectual and industrial property rights. DeVi-Stairlifts reserves the right to use any knowledge acquired by conducting the activities for other purposes, in so far as no confidential information shall be brought to the knowledge of third parties.