

General Terms and Conditions

General Terms and Conditions of HEAT! International (Tota Quattuor B.V.)

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ARTICLE 1 | DEFINITIONS

In these general terms and conditions, the following definitions apply, insofar as the nature or purport of the provisions does not dictate otherwise:

- HEAT! International: a tradename of Tota Quattuor B.V., located on Dragonder 28-G in Valkenswaard, listed in the Trade Register under Chamber of Commerce number 81848404.
- Buyer: the natural person or legal entity with whom HEAT! International has concluded or intends to conclude an agreement.
- Agreement: the agreement between HEAT! International and Buyer, which came about pursuant to Article 3 of these general terms and conditions, whereby HEAT! International is acting as Seller and supplier of products and/or advisory services.

ARTICLE 2 | APPLICABILITY

- These general terms and conditions apply to every offer, quotation and agreement between HEAT! International and a Buyer to which HEAT! International has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these terms and conditions in writing.
- These terms and conditions also apply to agreements with HEAT! International, for the execution of which by HEAT! International should engage third parties.
- Any purchase or other terms and conditions of the Buyer do not apply, unless HEAT! has expressly accepted these in writing.
- Cancellation or nullity of one or more of the present provisions does not affect the validity of the other provisions. In such a case, the parties must enter into mutual consultation in order to provide an alternative to the affected clause. In doing so, the purpose and purport of the original provision will be taken into consideration as much as possible.

ARTICLE 3 | FORMATION OF THE AGREEMENT

- HEAT! International's offers and/or quotations, in whatever form, are non-binding, unless expressly stated otherwise in writing.
- Quotations remain valid for the term stated in the quotation. If no term is included, then the quotation remains valid for 14 days of the date of issuing the quotation.
- HEAT! International's quotations are based on the information provided by the Buyer. The Buyer guarantees the correctness and completeness of such information and guarantees that it has provided all essential information for the preparation and execution of the assignment.
- HEAT! International's offers and quotations, in whatever form, contain a full and accurate description of the products offered. Obvious mistakes or errors in the offer or quotation are not binding upon HEAT! International.

- Agreements come about because HEAT! International accepts the order placed by the Buyer by means of an electronic or written confirmation/signature of the written agreement, or once HEAT! International proceeds to execute an assignment.
- HEAT! International reserves the right to refuse an assignment, without stating reasons.
- If acceptance (on minor points or otherwise) deviates from the offer included in the quotation, then HEAT! International is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless HEAT! International indicates otherwise.
- If the Buyer concludes the agreement on behalf of another natural person or legal entity, it states that it is authorised to do so by signing the agreement. In addition to this legal person or legal entity, the Buyer is jointly and severally liable for the fulfilment of the obligations under such agreement.

ARTICLE 4 / DELIVERY

- The specified terms for delivery serve only as a guideline and are therefore never final / binding, unless expressly agreed otherwise in writing.
- HEAT! International provides the products upon delivery to the delivery address specified by the Buyer. If the latter is missing, the billing address is deemed the delivery address.
- If and insofar as proper execution of the agreement requires as such, HEAT! International has the right to have the products delivered in whole or in part by third parties.
- HEAT! International may deliver sold products in parts. If the products are delivered in parts, HEAT! International will be authorised to invoice each part separately.
- If products cannot be delivered due to circumstances attributable to the Buyer, HEAT! International will store the products at the Buyer's expense and risk, without prejudice to the Buyer's obligation to pay the agreed price.
- In the event that the Buyer refuses to purchase the ordered products or otherwise fails to accept the delivery, then upon demand the Buyer will inform HEAT! International within what period the products will still be purchased. This period may never exceed one month of the day of the request as referred to in the previous sentence.
- If HEAT! International incurs reasonable costs when applying Articles 4.5 and 4.6 which would not exist if the Buyer had properly fulfilled the obligations referred to therein, these costs will be borne by the Buyer.

ARTICLE 5 / PRICE

- The delivery costs of products are borne by the Buyer, unless expressly agreed otherwise.
- HEAT! International is entitled to forward any price increases of pricing factors that become apparent after the conclusion of the agreement to the Buyer.

- Contrary to the previous sentence, the consumer is entitled to dissolve the agreement if such costs are forwarded within three (3) months after the conclusion of the agreement and HEAT! International still expressly refuses to comply with the agreement according to the original terms and conditions.

ARTICLE 6 / PAYMENT TERMS

- The agreed price must be paid in full in advance by the Buyer.
- HEAT! International has the right to request a 50% down payment from the Buyer. Only after receipt of the down payment will HEAT! International place the order, unless otherwise agreed in writing.
- Invoices must be paid within 14 days of the invoice date, yet no later than before delivery, by transferring the amount due to the bank account stated on the invoice.
- HEAT! International is not obliged beforehand to (further) execute the agreement as long as the Buyer fails to make the payment as referred to in this article.
- The Buyer is not entitled to suspend the fulfilment of its payment obligation for any reason whatsoever. The settlement of any receivables from HEAT! International the Buyer claims is excluded.
- Any questions regarding – or objections to – an invoice from HEAT! International must be communicated in writing and with reasons under penalty of forfeiture of rights. At the end of the said period, the invoice is deemed to have been accepted unconditionally. In the event of overdue payment, the Buyer is immediately in default and HEAT! International is entitled to recover any extrajudicial costs from the Buyer. For the Consumer-Purchaser, these are connected to the BIK and are legally maximised. For the Buyer acting for purposes related to his trade, business, craft or professional activity, the extrajudicial costs amount to at least 15% of the amount to be collected. In the event of overdue payment, the Buyer also owes statutory interest on the amount to be collected.
- All reasonable costs, such as judicial, extrajudicial and execution costs, incurred to obtain amounts owed by the Buyer, will be borne by the Buyer.

ARTICLE 7 / RETURN SHIPMENTS

- All ordered products can be returned by the Consumer-Purchaser within 14 days of receiving the products, unless stipulated otherwise by agreement.
- Ordered products cannot be returned by the Buyer, who is not a consumer.
- Any return shipment costs will be borne by the Buyer. These costs are automatically deducted from the credit.
- During the term referred to in the 1st paragraph, the consumer must handle the product and the packaging with due care. The consumer may only unpack and use the product to the extent necessary to assess the nature, characteristics and/or functioning of the products.
- If the consumer returns the product, he will return the product undamaged, including all accessories supplied and in the original condition and packaging to HEAT! International.

- In the event that HEAT! International encounters any visible traces of use, any missing accessories or missing packaging during a return shipment, resulting in a reduced value of the product, the Buyer is not entitled to a refund of the full purchase price. HEAT! International reserves the right to partial refund where appropriate.
- HEAT! International will refund the payments received from the consumer minus any depreciation forthwith, yet no later than 14 days after return or dissolution of the agreement, provided that the products have been received by HEAT! International, or the consumer has demonstrated that the products have actually been returned presenting a trace and trace code.
- The return option stated in this article does not exist for customised or personalised products, such as underfloor heating foil and infrared panels printed with an image or photo.

ARTICLE 8 | BUYER'S COMMITMENTS

- The Buyer will invest best efforts to provide full cooperation and always provide HEAT! International with all data or information required for a proper execution of the agreement in a timely manner and guarantees the correctness, completeness and reliability thereof.
- Upon delivery of the products, the Buyer must immediately examine whether the nature and quantity thereof comply with the agreement, even if it has been agreed that the products will be installed or assembled by third parties upon or after delivery.
- The Buyer must comply with the instructions given by HEAT! International or the manufacturer for the installation and use of the purchased products.
- If the execution of the agreement is delayed because the Buyer fails to fulfil its obligations referred to in Articles 8.1 and 8.2, any resulting expenses will be borne by the Buyer.
- If the Buyer should be in default in the proper fulfilment of what it owes to HEAT! International, the Buyer is liable for all damage incurred by HEAT! International directly or indirectly as a result.

ARTICLE 9 | WARRANTY

- HEAT! International warrants the soundness of the products delivered and/or made available by it, as well as that it will invest best efforts to execute the agreement with the required care, expertise and with due observance of the required certifications. HEAT! International only commits to invest best efforts and never to guaranteed results.
- There is only a warranty claim if the Buyer complies with all customer instructions from HEAT! International and there appears to be a production or construction defect in the product. Only then will the costs of research and replacement be borne by HEAT! International.
- In order to make his warranty claim valid, the Buyer must notify HEAT! International, otherwise any warranty claim in this regard will lapse.

- Entitlement to issued warranty also lapses if a defect in the product follows from an external cause or otherwise not attributable to HEAT! International. This includes, without limitation, defects as a result of damage, incorrect or injudicious treatment, use contrary to the instructions for use or other instructions from or on behalf of HEAT! International and repairs carried out without the prior written consent of HEAT! International.
- If the Buyer suspects or can reasonably suspect that goods delivered by HEAT! International may have harmful influences as a result of any incident, the Buyer must notify HEAT! International forthwith, or at least within 24 hours, in writing, under penalty of forfeiture of all rights and claims.

ARTICLE 10 | COMPLAINTS

- Complaints involving the delivered products, including transport damage, must be fully and clearly described and submitted in writing to HEAT! International, no later than 7 days after the Buyer has discovered or could have discovered the defects, under penalty of forfeiture of rights.
- HEAT! International will answer complaints submitted within a period of 14 days. If a complaint requires more processing time, a reply will be given within 14 days with a confirmation of receipt and an indication of when the Buyer may expect a more detailed answer.
- Unless the Buyer is able to demonstrate that it has followed the instructions provided by HEAT! International, a complaint that may also be caused by non-compliance with the instructions provided will not be processed. The burden of proof in this respect always rests with the Buyer.
- Consumers-Purchasers' claims and/or entitlements against HEAT! International, for whatever reason, expire within 2 years after they arose and within 1 year for businesses.

ARTICLE 11 | RETENTION OF TITLE

- All products supplied by HEAT! International remain property of HEAT! International until full payment of all claims that HEAT! International may have against the Buyer upon delivery, for whatever reason, including interest and costs.
- Except insofar as it must be deemed permissible within the context of its normal business operations, the Buyer is prohibited from selling, pledging or otherwise encumbering the products subject to retention of title.
- The Buyer gives unconditional permission to HEAT! International or third parties designated by HEAT! International to access all those places where the products subject to retention of title are located. HEAT! If the Buyer is in default, then HEAT! International is entitled to take back the products referred to here. All reasonable costs associated therewith will be borne by the Buyer.

ARTICLE 12 | INTELLECTUAL PROPERTY

- HEAT! International reserves all intellectual and industrial property rights with regard to the products, the brand names it uses, instruction manuals and images provided.
- The Buyer, by engaging third parties or otherwise, may not reproduce or have reproduced, copied or disclosed these products in a manner other than that arising from the nature or purport of the agreement.

ARTICLE 13 | FORCE MAJEURE

- In the event of force majeure involving HEAT! International all obligations of HEAT! International, vis-à-vis the Buyer, arising from the concluded agreement and other legal acts, are suspended.
- In these general terms and conditions, force majeure means, in addition to what is understood in this respect by law and jurisprudence: all circumstances independent of the will of HEAT! International, external causes that are not reasonably foreseeable and as a result of which HEAT! International cannot (or no more) or is unable to (fully) fulfil its agreements. This includes, but is not limited to: war, strikes, riots, pandemic, outbreak, illness of own staff as well as engaged third parties, staff shortage, fire, operational and technical failures or closures at HEAT! International or at engaged external parties, government measures imposed on HEAT! International or external parties on which HEAT! International depends, closure of national borders, insufficient or incorrect information or if insufficient cooperation is provided.
- If force majeure has lasted for 3 months, or as soon as it is established that force majeure will last more than 3 months, each of the Parties is entitled to terminate the agreement in question prematurely without observing any notice period, on the understanding that such premature termination is no longer possible after the obligation, the fulfilment of which was temporarily prevented due to force majeure, has been fulfilled as yet.
- If HEAT! International has already partially fulfilled its obligations at the commencement of force majeure, or can only partially fulfil its obligations, it is entitled to separately invoice the already executed part or the executable part of the agreement as if it were an independent agreement.
- Any damage following from force majeure is never eligible for compensation.

ARTICLE 14 | LIABILITY AND INDEMNIFICATION

- HEAT! International is only liable for damage resulting from intent or wilful recklessness on the part of HEAT! International.
- HEAT! International's liability is limited to compensation for direct damage suffered by the Buyer up to the amount of the agreement concluded between HEAT! International and the Buyer. Moreover, the maximum damage to be compensated will never exceed the maximum amount paid out by HEAT! International's insurer.

- Direct damage is exclusively understood to mean the costs that the Buyer reasonably needed to incur in order to undo or remedy the shortcoming of HEAT! International, such that the performance of HEAT! International does comply with the agreement, as well as reasonable costs to prevent or limit such damage and reasonable costs to determine the cause and extent thereof.
- Any liability of HEAT! International for indirect damage, including, but not limited to: consequential damage, loss of profit, lost savings and damage due to business interruption, is excluded.
- The Buyer/end user is responsible for assessing whether his/her floor (parquet, laminate, carpet, PVC, tiles, carpet) is suitable for the products supplied by HEAT! International. HEAT! International bears no liability whatsoever for damage resulting from unsuitability of the floor.
- Buyer will indemnify and fully compensate HEAT! International against all third-party claims, as well as for all reasonable costs of defence against such claims, which are in any manner related to the work performed on behalf of the Buyer.
- HEAT! International will not be held liable if the Buyer has the option of directly addressing his insurance company or that of a third party with regard to the occurrence of the damage.
- If HEAT! International engages a third party for the execution of a Buyer's agreement, HEAT! International is indemnified and fully compensated by this third party (contractor) against any third-party claims, including but not limited to the Buyer. HEAT! International is not liable towards the Buyer or third parties for any damage caused by the third party engaged by HEAT! International.

ARTICLE 15 / SUSPENSION, DISSOLUTION AND TERMINATION OF THE AGREEMENT

- The Buyer cannot cancel, dissolve or destroy agreements involving customisation. The Buyer cannot return customised products to HEAT! International.
- HEAT! International is authorised to suspend the fulfilment of the obligations or to dissolve the agreement if the Buyer does not, not fully or not timely fulfil the obligations under the agreement, if after the conclusion of the agreement HEAT! International became aware of circumstances giving it compelling reasons to fear that the Buyer will not fulfil its obligations or if, due to the delay on the part of the Buyer, HEAT! International may be required to execute the agreement on the originally agreed terms.
- Furthermore, HEAT! International is authorised to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or if other circumstances arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be expected of HEAT! International.
- If HEAT! International proceeds to suspension or dissolution, it is by no means obliged to compensate the damage and costs incurred in any manner as a result.
- If the parties have agreed that the work will be carried out in stages, HEAT! International may suspend the execution of those parts to a subsequent stage until the Buyer has approved the results of the preceding stage in writing.

- If dissolution is attributable to the Buyer, then HEAT! International is entitled to damages, including the costs incurred directly and indirectly.
- If the Buyer fails to fulfil its obligations arising from the agreement and this non-fulfilment justifies dissolution, then HEAT! International is entitled to dissolve the agreement forthwith and with immediate effect without any obligation on its part to pay compensation or damages, while the Buyer, on account of non-performance, must pay compensation or damages.
- In the event of liquidation, (applications for) a moratorium or bankruptcy, attachment - if and insofar as the attachment has not been lifted within 3 months - at the expense of the Buyer, of debt restructuring or any other circumstance as a result of which the Buyer can no longer freely dispose of its assets, HEAT! International is free to terminate the agreement forthwith and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or damages. In that case, HEAT! International's claims against the Buyer are immediately due and payable.

ARTICLE 16 | FINAL PROVISIONS

- Dutch law applies exclusively to all agreements concerning the delivery by HEAT! International.
- The parties will not address the court until they have made every effort to settle the dispute in mutual consultation.
- Insofar as the law does not necessarily deviate from this, only the competent court within the district of the place of business of HEAT! International is designated to take cognisance of any legal disputes.
- HEAT! International is authorised to change these general terms and conditions. The latest filed version of the general terms and conditions always applies. A copy of the amended general terms and conditions will always be sent to the Buyer in writing or electronically.