

Intra Benelux B.V.	Intra Benelux B.V., with its registered office in 's-Hertogenbosch at Pettelaarpark 84, registered with the Chamber of Commerce under number 67066720
Client	Every other party of Intra Benelux B.V.

Applicability

These general terms and conditions of sale and delivery apply to all offers, quotations, agreements and contracts offered by or concluded with Intra Benelux B.V. The applicability of any other provisions or conditions whatsoever is explicitly excluded. Deviations from these terms and conditions can only be relied on if these deviations have been agreed in writing.

Acceptance

Supply agreements concluded with Intra Benelux B.V. with regard to goods or services are only binding on Intra Benelux B.V. insofar as they have been confirmed or accepted by Intra Benelux B.V. in writing. Intra Benelux B.V. is entitled to accept stated orders partially and/or to invoice them separately. Intra Benelux B.V. may also require that the Client pays the price, an advance or provides security before it will proceed to supply the goods or perform the services.

Prices

Unless stated otherwise, quotations, offers and prices are always subject to contract and are exclusive of turnover tax. Administrative and clerical errors may be corrected at all times. Combined quotations only apply in case of purchase of the total offer.

Increases in taxes and levies imposed by the government on services performed or goods delivered, which enter into effect between the time of formation of an agreement and the related delivery, are for the account of the Client and the Client must compensate Intra Benelux B.V. in this respect.

Delivery

Images, dimensions, weights and other specifications stated in the catalogues, price lists and advertisements only serve to provide a general representation of the designs, goods or services of Intra Benelux B.V. Limited and non-essential deviations will not entitle the Client to compensation of damage or to refuse the purchase.

Intra Benelux B.V. will only deliver to the Client's address that has been recorded by Intra Benelux B.V. as standard delivery address. Intra Benelux B.V. makes the delivery to the ground floor at the delivery address. Before accepting the delivery, the Client must check whether the goods delivered correspond with the accompanying delivery document provided by Intra Benelux B.V. and ensure that they are in an undamaged condition. If the Client has a complaint with regard to the delivery, it must send this complaint in writing to Intra Benelux B.V. within a complaint period of no more than 5 (five) calendar days, starting from the delivery date as stated on the accompanying delivery document provided by Intra Benelux B.V.

If the total invoice amount of the delivery, excluding turnover tax, is below or equal to the minimum set by Intra Benelux B.V. at the time, Intra Benelux B.V. will charge the transport and insurance costs to the Client. Intra Benelux B.V. will charge the Client for any additional costs arising from deliveries to an address other than the Client's standard delivery address as recorded by Intra Benelux B.V. Intra Benelux B.V. will charge the Client for any additional costs related to a delivery repeatedly offered at the delivery address about which the Client does not complain to Intra Benelux B.V. in writing within the stipulated term.

Force majeure

If Intra Benelux B.V. is unable to comply with its obligations due to force majeure, the obligations are suspended by operation of law for the duration of the force majeure situation. If such a force majeure situation has continued for 6 (six) months, both parties are entitled to terminate the agreement in full or in part, in which case Intra Benelux B.V. is entitled to compensation of the costs it incurs with regard to the part that is to be terminated. "Force majeure" in any event includes: war, mobilization, riots, job strike, excessive sickness absence of Intra Benelux B.V.'s staff, fire, storm damage, threat of war, floods, lockout, business interruptions and government measures at Intra Benelux B.V. and/or its suppliers.

Payments

Payments must be received by Intra Benelux B.V. within the period as specified on the invoice that Intra Benelux B.V. has sent to the Client. The Client's right to claim compensation or setoff is explicitly excluded. Payment terms are final, as a consequence of which the Client is

in default if it fails to make the payment in time and in full, without any notice of default being required. The Client owes statutory interest on all amounts that have not been paid on the due date, starting 30 (thirty) calendar days after the invoice date as specified on the invoice and to be calculated up to the day of payment in full. All payments will first be deducted from the outstanding costs and statutory interest due and subsequently from the invoices that have been outstanding the longest.

Warranty and Liability

All goods or services delivered by Intra Benelux B.V. to the Client are subject to a warranty period of 24 (twenty-four) months, starting from the invoice date as stated on Intra Benelux B.V.'s invoice to the Client.

Intra Benelux B.V. gives the Client a warranty for any defects to the goods and/or services delivered by Intra Benelux B.V. to the Client that occur during the warranty period, in the event that manufacturing defects are found. Whether it concerns manufacturing defects will be established exclusively by Intra Benelux B.V. and/or its suppliers. Any consequential damage resulting from manufacturing defects found, insofar as not laid down by law, are excluded from the warranty provisions. Intra Benelux B.V. accepts no liability insofar as this has not been laid down by law and/or is not covered by the liability insurance of Intra Benelux B.V.

Intra Benelux B.V.'s warranty provisions and liability apply exclusively between Intra Benelux B.V. and the Client and cannot be transferred to third parties.

Damage to goods due to incorrect assembly, fitting, use or maintenance by the Client or third parties is excluded from the warranty provisions. Wear and tear to goods during normal use is excluded from the warranty provisions. Components that must be replaced during regular maintenance are excluded from the warranty provisions. Intra Benelux B.V. does not warrant that goods are suitable for the purpose envisaged by the Client or third parties.

Complaints must be submitted to Intra Benelux B.V. in writing within 30 (thirty) calendar days after the invoice date stated on the invoice of the supply agreement in question or after the problem arose, at the risk of such a complaint lapsing. Goods and services delivered without a separate warranty agreed to or otherwise given by a person authorized to represent **, as evidenced by a registration with the Chamber of Commerce, will not be warranted by Eclee Sanitair B.V. and will be sold as is. Intra Benelux B.V. is not liable for any damage whatsoever if delivery times, quantity and/or quality cannot be enforced.

The Client and third parties are obliged to take measures to prevent or limit potential damage to goods during receipt, packaging, storage, transport, installation, use and maintenance.

Returning goods

The Client can return goods to Intra Benelux B.V. within eight days after receipt of the goods. Prior to returning the goods, the Client must inform Intra Benelux B.V. in writing about the specifications of the goods and the return shipment as well as the reason for returning the goods. If Intra Benelux B.V. approves, the Client will receive Intra Benelux B.V.'s approval in writing.

The Client must provide the return shipment with the packaging, address and accompanying documents suitable for the transport method in question. Intra Benelux B.V. will provide no compensation or free re-delivery for products returned to Intra Benelux B.V. with transport damage as a consequence of insufficient, improper or absent packaging or ditto transport method. All transport costs for returning goods to Intra Benelux B.V. are for the Client's account, unless Intra Benelux B.V. and/or its supplier establish that the product is covered by a warranty after the return and inspection of the product. If Intra Benelux B.V. and/or its supplier establish that the product is covered by a warranty, Intra Benelux B.V. will pay only those transport costs that Intra Benelux B.V. deems necessary for shipment. All transport costs exceeding the amount deemed necessary by Intra Benelux B.V. as a consequence of an incorrect and/or inefficient transport method and/or packaging are for the account of the Client.

Products received by Intra Benelux B.V. without prior notice from the Client are returned to the Client by Intra Benelux B.V. with the next delivery to the Client. Products received by Intra Benelux B.V. without Intra Benelux B.V.'s prior approval to the Client for the return of goods are returned to the Client by Intra Benelux B.V. with the next delivery to the Client. Intra Benelux B.V. will inform the Client if Intra Benelux B.V. determines that a returned product has no new value and Intra Benelux B.V. and/or its supplier determine that the warranty provisions do not apply to that product. The product in question is also returned to the Client by Intra Benelux B.V. with the next delivery to the Client.

Surplus products with a new value that the Client wishes to return to Intra Benelux B.V. only qualify for return acceptance by Intra Benelux B.V. when they are part of the product range offered by Intra Benelux B.V. at that time. Stock products returned to Intra Benelux B.V. by the Client will be inspected and assessed by Intra Benelux B.V. for their new value after receipt. Intra Benelux B.V. will compensate the Client up to a maximum of the amount for which Intra Benelux B.V. originally delivered the goods to the Client, minus the handling costs incurred by Intra Benelux B.V., which amount to a minimum of 25% (twenty five percent) of the amount to be compensated by Intra Benelux B.V. and a minimum of €30 (thirty euros). If the Client does not provide Intra Benelux B.V. with a reference in respect of the value at which Intra Benelux B.V. originally delivered the returned goods with a new value, Intra Benelux B.V. will apply the price level as applicable in the calendar year of 2017.

Termination

In case of late payment of any due and payable amount, suspension of payment, a moratorium or a request to that effect, the death of the Client in the event of a natural person or the bankruptcy of the Client, and in case the Client's business is liquidated in full or in part, Intra Benelux B.V. is entitled to terminate the agreement or the part thereof that has not yet been carried out, without being obliged to pay any compensation of damage in that respect. In that case, Intra Benelux B.V.'s claims against the Client will be immediately due and payable without requiring any demand letter or notice of default.

Ownership and right of retention

All goods sold by Intra Benelux B.V. remain the property of Intra Benelux B.V. until the price, plus possible interest and costs, has been paid in full. The Client may not let, transfer in ownership for security or pledge, or otherwise encumber or alienate unpaid goods of Intra Benelux B.V. For each violation of this prohibition, the Client will forfeit a penalty in the amount of €4,500 (four thousand five hundred euros) per good per event. Intra Benelux B.V. is at all times entitled to invoke the right of recovery within the meaning of Articles 7:39 et seq. DCC.

Attachment

The Client is obliged to inform any party seeking to exercise any right on or with regard to unpaid goods or goods that have been stored at the Client by Intra Benelux B.V. (for the benefit of the agreement existing between Intra Benelux B.V. and the Client), in particular by means of an attachment, that these goods are the property of Intra Benelux B.V. and to inform Intra Benelux B.V. of this attachment immediately.

Costs

All costs for legal assistance incurred by Intra Benelux B.V. with regard to a dispute between it and the Client are for the account of the Client. All this applies in full in the event of a default of payment on the part of the Client. The due and payable extrajudicial costs in that case amount to 15% (fifteen percent) of the invoice amount on the first €2,500 (two thousand five hundred euros) and 10% (ten percent) on the excess, plus turnover tax. The minimum due and payable extrajudicial costs are in any event fixed at an amount of €40 (forty euros) excluding turnover tax.

Disputes

The relationship between Intra Benelux B.V. and the Client is governed exclusively by Dutch law.

All disputes and applications will in the first instance be brought before the competent Dutch court, on the understanding that, in disputes to be initiated by Intra Benelux B.V., it is also entitled to have said disputes assessed by the court that is competent according to the regular provisions of law.