

General terms and conditions of sale and delivery

Airco to Go B.V., with its registered office at Oosthavendijk 46, 3241 LK Middelharnis (The Netherlands), registered in the register kept by the Chamber of Commerce under registration number 89402480 applies the following general terms and conditions:

Article 1: Definitions

For the purposes of these general terms and conditions, the following definitions apply:

Airco to Go B.V.

The entrepreneur who supplies products for heating and air treatment equipment on a commercial basis.

Offer every quotation Airco to Go B.V. regarding the sale and/or delivery of products.

Agreement means every contract (including these general terms and conditions) that is concluded between the Client and Airco to Go B.V., any amendment thereto or addition thereto, as well as all (legal) acts in preparation and execution of the contract, not being an offer.

Distance contract

An agreement which is concluded between Airco to Go B.V. and the client with regard to goods/activities as described in paragraph 1 of this article and which has been established by means of an electronic technology and system for distance sales and communication of products organized by Airco to Go B.V.

Products

All matters that are the subject of an agreement between the client and Airco to Go B.V. and which are specified in the order confirmation.

Conditions

These general terms and conditions of sale and delivery.

Client/counterparty/consumer

The (legal) person who has entered into an agreement with Airco to Go B.V. or the person who has requested or received an offer within the meaning of paragraph 2

Assignment any order for the delivery of products as referred to in paragraph 1 from the Client to Airco to Go B.V.

Offersom

The total amount stated in the offer for products as requested by the client.

Additional work

All deliveries and products that are not mentioned in the agreement between the parties and that are additionally requested by the Client, or goods that are necessary to achieve the end result as requested by the Client or deemed necessary by Airco to Go B.V.

Praise

The agreed price as stated in the order confirmation by Airco to Go B.V. which the consumer pays for the products of Airco to Go B.V.

Special Items/Orders

All items that Airco to Go B.V. and suppliers of Airco to Go B.V. do not have in stock as standard; heat pumps, heat pump boilers and multi-systems.

Article 2. Applicability

- 2.1 These general terms and conditions apply to, and form an inseparable part of, every offer, quotation and agreement relating to products of any kind to be delivered by Airco to Go B.V., unless expressly agreed otherwise in writing.
- 2.2 The application of these general terms and conditions is accepted by the client by the mere fact of concluding the agreement with Airco to Go B.V. or the acceptance of a delivery by Airco to Go B.V.
- 2.3 These general terms and conditions apply to consumer purchases at a distance or outside the sales area as laid down in Book 6 of the Dutch Civil Code.
- 2.4 These general terms and conditions also apply to agreements with Airco to Go B.V. in which third parties must be involved for the execution.
- 2.5 If, in addition to these terms and conditions, other terms and conditions apply, these general terms and conditions shall prevail in the event of a conflict. If specific product or service conditions apply, the provisions of article 2.8 shall apply mutatis mutandis to these terms and conditions and, in the event of conflicts, the consumer may invoke the applicable provision which is most favourable to him.
- 2.6 These general terms and conditions can only be deviated from if the parties have expressly agreed to this in writing.
- 2.7 The applicability of any purchase or other terms and conditions of the other party is expressly rejected.
- 2.8 If one or more provisions in these general terms and conditions are at any time wholly or partially null and void, or are annulled, the remaining provisions of these general terms and conditions will remain fully applicable. Airco to Go B.V. and the other party will then enter into consultations in order to agree on new provisions to replace the null and void or annulled provisions, taking into account the purpose and purport of the original provisions as much as possible.
- 2.9 If a situation arises between the parties that is not regulated in these general terms and conditions or if there is uncertainty about the interpretation of one or more provisions within these general terms and conditions, this situation must be assessed or interpreted in accordance with the spirit of the general terms and conditions,
- 2.10 If a distance contract or an off-premises contract is concluded, these general terms and conditions will be expressly communicated to the consumer by electronic means prior to the conclusion of the contract. The general terms and conditions are an integral part of the general information provision of Airco to Go B.V. and can be stored at all times on a durable data carrier, viewed and downloaded from the website of Airco to Go B.V. :www.aircotoo.com.

Article 3. Offer/Quotation

- 3.1 All quotations/offers issued by Airco to Go B.V. are without obligation, unless the contrary has been explicitly stated in an individually addressed written quotation, 6f the quotation sets a deadline for acceptance, 6f the client has placed an order via the website of Airco to Go B.V.
- 3.2 The quotations are based on the information provided by the Client. When requesting the quotation or entering into the agreement, the Client must inform Airco to Go B.V. of all facts and circumstances that may influence the execution of the agreement, so that Airco to Go B.V. can draw up a thorough offer.
- 3.3 All offers or quotations issued by Airco to Go B.V. are valid for 1 month after the date of the offer or quotation, unless a different period for acceptance has been explicitly established in writing. After this period, the quotations or offers expire by operation of law and no rights can be derived from them.
- 3.4 The quotation or offer contains a description of the product and/or service offered. The description is sufficiently detailed to allow a proper assessment of the offer for the consumer.
- 3.5 The prices stated in a quotation or offer are inclusive of VAT but exclusive of government levies, any costs to be incurred in the context of the agreement, including shipping and administration costs, unless otherwise indicated.
- 3.6 A quotation or offer will expire if the product to which the quotation or offer relates is no longer available in the meantime. A quotation or offer will also expire if the product to which the quotation or offer relates is no longer available from the suppliers of Airco to Go B.V. in the meantime.

- 3.7 All indications in offers, quotations and agreements and the appendices thereto, such as illustrations, drawings, sizes and colours, as well as the properties of any samples provided, are for information purposes only. Deviations are therefore not at the expense and risk of Airco to Go B.V. If Airco to Go B.V. shows or provides a model, sample or example, this is always only by way of indication: the qualities of goods to be delivered may differ from the sample, model or example.
- 3.8 Airco to Go B.V. cannot be held to its quotations or offers if the consumer can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or clerical error. Obvious clerical errors or mistakes in the offers or quotations of Airco to Go B.V. therefore release it from the obligation to comply and/or any obligations to pay compensation arising therefrom, even after the conclusion of the agreement.
- 3.9 If the acceptance deviates from the offer included in the quotation or offer, Airco to Go B.V. is not bound by this. In that case, the agreement will not be concluded in accordance with this deviating acceptance, unless Airco to Go B.V. indicates otherwise.
- 3.10 A composite quotation does not oblige Airco to Go B.V. to perform part of the assignment at a corresponding part of the stated price.
- 3.11 Offers and quotations do not automatically apply to future orders.
- 3.12 Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. The offer/agreement shall stipulate at least the following:
- name of the consumer; - date of the agreement/quotation; - description of the assignment with the content of the product description; - quantity; - the applicability of these general terms and conditions; - any special conditions; - terms and methods of payment; - estimated time, place, method of delivery; - the agreed price including taxes; - any costs of delivery; - whether or not the right of withdrawal applies; - the method of payment.
- 3.13 The agreement consists of these general terms and conditions as well as the order.
- 3.14 The agreement between the Client and Airco to Go B.V. is concluded after the Client's written confirmation of the order or after the Client has made his/her personal details and payment method known via the website of Airco to Go B.V.
- 3.15 The consumer is obliged to inform Airco to Go B.V. of all facts and/or circumstances that may affect the execution of the agreement and of which he is or should reasonably be aware. Airco to Go B.V. reserves the right to refuse orders in the event of serious suspicions of abuse of rights, bad faith, serious suspicion of unacceptable commercial purposes for Airco to Go B.V. or in the event of exhaustion of the stock of a certain item offered.
- 3.16 The agreement replaces and supersedes previous correspondence, agreements, documentation and/or other information.
- 3.17 The Client is not permitted to transfer its rights and obligations under the agreement with Airco to Go B.V. to third parties or to replace them without the prior written consent of Airco to Go B.V.
- 3.18 All matters that are not mentioned in the quotation are not covered by the agreement and therefore constitute additional work. Any additional work is calculated on the basis of subsequent costing and is invoiced separately. Agreements relating to additional work are concluded separately from the original agreement and apply immediately.
- 3.19 Airco to Go B.V. uses a minimum order amount of € 250 excluding VAT. Orders below the minimum order amount can only be processed in consultation with Airco to Go B.V.
- 3.20 Airco to Go B.V. will only proceed to send/deliver the order if the full invoice amount has been paid.

Article 4. Distance Contract/Right of Withdrawal

- 4.1 If the Client has accepted the offer electronically, Airco to Go B.V. will confirm receipt thereof electronically. As long as this has not yet been done, the Client may dissolve the agreement.
- 4.2 In the case of online purchases of products, the consumer has the option to dissolve the agreement for 14 days without giving a reason, in accordance with the provisions of Book 6 of the Dutch Civil Code. This cooling-off period starts on the day after receipt of the product by the consumer.

- 4.3 Airco to Go B.V. will send the following information at the latest upon delivery of the product and/or service:
- the address of Airco to Go B.V. where the client can go with complaints; ..the conditions under which the agreement is entered into and how the client can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal.
- 4.4 The right of withdrawal laid down in Article 4.2 does not apply, in accordance with Article 6:230p sub f1 of the Dutch Civil Code, to goods that are custom-made by Airco to Go B.V. for the Client, or products that are irrevocably mixed with other products after delivery due to their nature.
- 4.5 The period referred to in Article 4.2 shall commence on the day after the product has been received by the consumer or has been received on his behalf. In the case of partial deliveries of an order, the right of withdrawal starts on the day on which the last goods are delivered.
- 4.6 During the cooling-off period, the Client must handle the goods and packaging with care. He will only unpack or use the product in such a way as is necessary to establish the nature and characteristics of the product. The Client may only open the packaging by cutting the tape with which the packaging is sealed, so that the packaging remains intact, the Client may handle and inspect the product as it would be allowed to do in a shop.
- 4.7 If the Client goes further than described in Article 4.6, it will be liable for any depreciation of the product.
- 4.8 If the client makes use of his right of withdrawal, he will unambiguously report this to Airco to Go B.V. within the cooling-off period referred to in article 4.2.
- 4.9 The Client will return the goods as soon as possible, but within 14 days from the day of receipt, or hand over the goods to Airco to Go B.V. The Client will have returned the goods on time if it returns the product before the cooling-off period has expired. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the Client.
- 4.10 Returns will only be accepted by Airco to Go B.V. if the item is unsoiled and undamaged and it is in the original and intact packaging. If the consumer makes use of his right of retention, he will have to return the product with all its accessories in one go within the period referred to in article 4.2 in its original condition and original packaging. Airco to Go B.V. will provide the consumer with clear and reasonable instructions for return on first request.
- 4.11 The Client shall bear the costs of returning the goods in the case of a distance contract. 4.12 Airco to Go B.V. will return the payment amount within 14 days after the day of withdrawal. Airco to Go B.V. is entitled to return the paid payment only at the moment it has received the goods.

Article 5. Praise

- 5.1 All prices as stated in the agreement are in euros and are inclusive of VAT but exclusive of other levies imposed by the government. Any additional costs such as shipping and administration costs or packaging costs are not included in the price and are for the account of the Client, unless otherwise agreed. Transport costs from the factory/workshop or place of business of Airco to Go B.V. are also not included in the price and are at the risk and expense of the Client, unless the parties have expressly agreed otherwise in writing. Shipping costs are as follows:
- Within the EU
- Pallet price air conditioners: from € 150 excluding VAT depending on shipping address. Before the client selects the payment method, the transport costs are transparent to the client.
- 5.2 The payments agreed between the parties must be paid by the Client at the latest at the times agreed by the parties, but in any case within seven (7) days after the order. If no payment has been received after seven (7) days and the buyer does not respond, the order will be removed from the file of Airco to Go B.V.

Article 6. Execution and amendment of the agreement, delivery period

- 6.1 The indication of delivery periods in offers, quotations, agreements or otherwise is always observed by Airco to Go B.V. as much as possible, but are not binding. If a term is exceeded, the client must therefore first give Airco to Go B.V. a written notice of default. Airco to Go B.V. must be offered a reasonable period of time to execute the agreement.
- If items are in stock, the delivery time is between five (5) and ten (10) working days. Orders placed on Friday, Saturday or Sunday will be processed the next working day. If the delivery time is longer than ten (10) working days, Airco to Go B.V. will inform the client about this, after which the client has the right to cancel the purchase. Any payments made will be reversed within fourteen (14) business days. If a different delivery time has already been agreed upon with an order, this provision does not apply.
- If items are not in stock, a longer delivery time applies. Airco to Go B.V. is not responsible for delivery times indicated by the supplier, these are only for indication,
- 6.2 In the event of late performance and insofar as this non-compliance can be attributed to Airco to Go B.V., Airco to Go B.V. can only be held liable by the client for direct damage resulting from this default, after giving a reasonable period of time to comply and subsequently a notice of default.
- 6.3 If Airco to Go B.V. requires information from the Client for the execution of the agreement, the execution period will not commence until the other party has made it correct and complete available to Airco to Go B.V. Any (delay) costs incurred as a result will be charged to the Client.
- 6.4 The Client is obliged to inform Airco to Go B.V. of all facts and/or circumstances that may affect the execution of the agreement and of which it is aware or reasonably should be aware.
- 6.5 Delivery of the goods will take place at the location of what the parties have expressly agreed in writing in the agreement. The delivery address is the billing address. The Client is obliged to take delivery of the goods at the time they are made available to him.
- If the Client is not present at the time of delivery, refuses to accept the goods or is negligent in providing information or instructions that are necessary for the delivery, Airco to Go B.V. is entitled to store the goods at the expense and risk of the Client. If a new delivery appointment has to be made, the additional transport costs will also be borne by the client.
- 6.6 Delivery will take place on the delivery date agreed between the parties or on demand. The delivery of the goods by Airco to Go B.V. shall be deemed to be the delivery, even if the Client has not taken delivery of the goods, whereby the terms of, among other things, the right of withdrawal will commence and in which the risk of damage to and/or loss of goods will be transferred to the Client.
- 6.7 Airco to Go B.V. determines the method of transport of the goods, unless otherwise indicated in the quotation. Airco to Go B.V. is completely free in the way of transport, shipping and packaging of the goods, without accepting any liability for this. Customs and insurance costs are at the expense of the client. Airco to Go B.V. is not responsible for any form of delay in delivery whatsoever which is caused by forces beyond its control or which are attributable to the carrier.
- 6.8 The Client shall ensure that the means of transport can reach the unloading point properly and over a properly drivable and accessible site, as well as that there is sufficient space and possibility for delivery by the employees (or third parties engaged) of Airco to Go B.V. available. If the goods cannot or will not be unloaded by the Client, all additional costs arising therefrom will be at the expense of the Client. If the Client fails to do so, the costs incurred as a result will be borne in full. Waiting times, etc., may be charged separately to the client. Airco to Go B.V. is expressly not liable for repair work as a result of subsidence or repair work to pavements, gardens, buildings due to deliveries.
- 6.9 Airco to Go B.V. is under no circumstances liable for damage caused to the client or to third parties at the time or as a result of the delivery of the products.
- 6.10 The Client is at all times obliged to take full possession of the goods purchased by it and to pay the full purchase price. The Client is also obliged to pay the full purchase price if it refuses to purchase all goods purchased by it, whereby it is irrelevant under which conditions Airco to Go B.V. would deliver the goods.
- 6.11 In the event that delivery on demand has been agreed without deadlines for on-call having been set, Airco to Go B.V. is authorized, if not all items have been called up within three months after the conclusion of the purchase agreements, to summon the client to name a period within which everything will be called up. The Client is obliged to comply with the aforementioned demand. In the absence of this, Airco to Go B.V. is entitled to dissolve the purchase without judicial intervention and, if desired, to claim damages.

Article 7. Obligations Airco to Go B.V.

- 7.1 Airco to Go B.V. delivers the products properly, properly and as described in the agreement.
- 7.2 Airco to Go B.V. adheres to the legal regulations applicable at that time when delivering its goods.
- 7.3 Airco to Go B.V. will point out inaccuracies in the assignment to the client. This only applies if Airco to Go B.V. knows or reasonably should know them.

Article 8. Payment

- 8.1 The payments agreed between the parties must be paid by the Client at the latest at the times agreed by the parties. The Client is not entitled to set off any claim against Airco to Go B.V. against the amounts charged by Airco to Go B.V. If the Client has not (fully) paid the payment after the agreed payment term, the



Airco to Go B.V. is entitled to suspend the execution. Costs resulting from this will be passed on to the client.

8.2 Payment is made via iDEAL,

Airco to Go B.V. always has the right to demand security for the payment or advance payment both before and after the conclusion of the agreement, while suspending the execution of the agreement by Airco to Go B.V., until the security has been provided and/or the advance payment has been received by Airco to Go B.V.

If the advance payment is refused, Airco to Go B.V. is authorized to dissolve the agreement and the other party is liable for the resulting damage for Airco to Go B.V.

8.3 As soon as the term specified in the first paragraph has been exceeded, the Client will be in default without further notice of default, after which the Client will owe 2% interest per month or, if higher, the statutory interest on the full invoice amount. Airco to Go B.V. will nevertheless send the Client a reminder in which the Client is given a period of fourteen (14) days to pay the outstanding sum. After this period, the interest on the amount due and payable will be calculated from the moment that the other party is in default until the moment of payment of the full amount due. The Client is also liable to pay all extrajudicial costs of collection

8.4 All costs of collection (including the full costs of legal assistance, both in and out of court, provided by whomever whatsoever) shall be borne entirely by the Client.

The extrajudicial collection costs of Airco to Go B.V., to be calculated on the amount to be collected, are set at a minimum of € 40 at at least 15% of the principal amount. These costs will be charged without any evidence and will be owed by the client as soon as legal assistance has been invoked by Airco to Go B.V. or the claim has been handed over to collection. The foregoing does not affect the right of Airco to Go B.V. to charge higher costs if what has been calculated on the basis of the percentages does not cover the costs.

8.5 Payments made by the Client are first intended to reduce all costs due, then the interest due and then the invoices that are due and payable for the longest period of time, even if the Client states that the payment relates to a later invoice.

8.6 The Client must carefully check invoices from Airco to Go B.V. Objections regarding (the amount) of the invoice must be made known in writing to Airco to Go B.V. within eight days of the date of the invoice. After the expiry of this period, the other party has lost (any rights) in this regard.

8.7 Without prejudice to the provisions of the previous paragraphs, Airco to Go B.V. is entitled to claim full compensation from the Client if the Client does not comply with the obligations under the agreement.

8.8 Airco to Go B.V. can, without being in default, refuse an offer to pay if the client designates a different order for the allocation of the payment. Airco to Go B.V. may refuse full repayment of the principal amount if the interest and collection costs that have not been paid are also paid.

8.9 If Airco to Go B.V. and the Client have agreed that (partial) payments of the products will take place no later than or on the agreed period of delivery or execution, this payment obligation cannot be suspended by the Client for any reason.

8.10 Airco to Go B.V. is entitled to investigate (if permitted by law) whether the Client can meet its payment obligations and whether there are circumstances that are important for a responsible conclusion of the agreement. If this gives a good reason not to enter into the agreement, Airco to Go B.V. may refuse an order or request or impose special conditions.

8.11 If the Client has agreed on a payment discount with Airco to Go B.V. in writing, this will lapse if the payments from the Client have not been received by Airco to Go B.V. within the stipulated period.

8.12 The submission of a complaint by the Client does not relieve the Client of its (payment) obligations towards Airco to Go B.V.

8.13 If Airco to Go B.V. has to adjust an invoice afterwards, € 8.95 excluding VAT will be charged for administration costs. The Client must pay this amount in advance.

Article 9. Suspension, dissolution and early cancellation of the agreement

9.1 Airco to Go B.V. is authorized to suspend the fulfilment of the obligations or to dissolve the agreement in the following cases:

- The Client fails to comply with the obligations under the agreement, or fails to do so fully or in a timely manner;
- After the conclusion of the agreement, circumstances that came to Airco to Go B.V.'s knowledge give good reason to fear that the Client will not comply with its obligations;
- At the time of the conclusion of the agreement, the Client was requested to provide security for the fulfilment of its obligations under the agreement and this security is not provided or is insufficient; - If, as a result of the delay on the part of the client, Airco to Go B.V. can no longer be expected to comply with the agreement under the original conditions; - If circumstances arise that are of such a nature that compliance with the agreement is impossible or if circumstances otherwise arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be expected of Airco to Go B.V.

9.2 If the agreement is dissolved, the claims of Airco to Go B.V. against the Client are immediately due and payable. If Airco to Go B.V. suspends the fulfilment of its obligations, it retains without prejudice its claims arising from the law and agreement.

9.3 If Airco to Go B.V. proceeds to suspension or dissolution, it is in no way obliged to compensate damages and costs.

9.4 If the dissolution is attributable to the client, Airco to Go B.V. is entitled to compensation for the damage, including the costs, directly and indirectly incurred as a result.

9.5 The Client will be deemed to be in default if it fails to comply with any obligation under the agreement or fails to do so in a timely manner, as well as if the Client fails to comply with a written reminder to comply in full within a set period.

9.6 In the event of default on the part of the Client, Airco to Go B.V. is entitled, without any obligation to pay compensation, to dissolve the agreement in whole or in part by means of a written notification to the Client and/or to immediately claim the amount owed by the Client to Airco to Go B.V. in its entirety and/or to invoke the retention of title.

9.7 In the event of breach of contract by the Client, the latter is obliged to provide Airco to Go B.V. with compensation or compensation.

9.8 In the event of liquidation, (applications for) suspension of payments or bankruptcy, attachment if and insofar as the attachment has not been lifted within three months - at the expense of the client, debt restructuring or any other circumstance as a result of which the client can no longer freely dispose of his assets, Airco to Go B.V. is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or indemnities. In that case, the claims of Airco to Go B.V. against the Client are immediately due and payable.

9.9 If the Client cancels an order placed in whole or in part, the goods ordered or prepared for this purpose, plus any costs thereof, will be charged in full to the Client.

9.10 A cancellation must always be made in writing.

Article 10. Force majeure

10.1 Airco to Go B.V. is not obliged to comply with any obligation towards the client if it is prevented from doing so as a result of a circumstance that is not attributable to fault and is not for its account by virtue of the law, a legal act or generally applicable opinions.

10.2 The term 'force majeure' is in any case understood, but not limited to: unforeseen circumstances, also of an economic nature, which have arisen through no fault or fault of Airco to Go B.V., such as epidemics, pandemics, weather conditions, a serious malfunction in the company, strikes, war, delays in transport and delayed or incorrect delivery of goods, materials, government measures or parts by third parties, including suppliers of Airco to Go B.V., regardless of the cause.

10.3 Airco to Go B.V. is not liable for damage for any reason whatsoever if a shortcoming is the result of force majeure. During the period in which there is force majeure, Airco to Go B.V. can suspend the obligations

arising from the agreement. If this period lasts longer than six months, each of the parties is entitled to dissolve the agreement, without obligation to compensate the other party for damages.

- 10.4 If, at the time of force majeure, Airco to Go B.V. has partially fulfilled its obligations, or can only partially meet the obligations, it is entitled to invoice the part already delivered or deliverable separately and the Client is obliged to pay this invoice as if it were a separate agreement.
- 10.5 In the event that Airco to Go B.V. is unable to commence or continue its work or deliveries on the agreed term due to weather influences, the Client is not entitled to any form of (damage) compensation for any reason whatsoever. Even if a strict deadline has been agreed between the parties, which cannot be met as a result of weather conditions, no form of (damage) compensation is possible for the Client with regard to Airco to Go B.V.

Article 11. Retention of title, pledge

- 11.1 All products to be delivered and delivered by Airco to Go B.V. remain the property of Airco to Go B.V. under all circumstances, as long as the Client has not paid any claim of Airco to Go B.V., but at the expense and risk of the Client. Where applicable, the Client is obliged to handle the delivered products in an orderly and proper manner.
- 11.2 By means of these general terms and conditions, Airco to Go B.V. establishes a pledge on the goods delivered by it which have not yet been transferred to the client.
- 11.3 The Client is not authorised to pledge the products delivered subject to retention of title to third parties, to encumber them in any other way or to transfer them in whole or in part, as long as ownership has not been transferred to it, except insofar as this transfer takes place in the exercise of the Client's usual business activity.
- 11.4 Client must always do all that can reasonably be expected of it to safeguard the property rights of Airco to Go B.V.
- 11.5 If the Client fails to comply with its payment obligations towards Airco to Go B.V. or if Airco to Go B.V. has good reason to fear that the Client will fail to fulfil those obligations, Airco to Go B.V. is entitled to take back the products delivered subject to retention of title. The Client will at all times grant Airco to Go B.V. access to its site(s) or building(s) for the purpose of inspecting the products and/or taking back the goods. After repossession, the client will be credited for the market value, which will in no case be higher than the original purchase price minus the costs incurred by the repossession.
- 11.6 If third parties seize the goods delivered subject to retention of title or wish to establish or assert rights thereto, the Client is obliged to inform Airco to Go B.V. of this immediately.
- 11.7 The Client undertakes to insure and keep insured the goods delivered subject to retention of title against, among other things, accidents, fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection by Airco to Go B.V. at first request. In the event of a payment from the insurance, Airco to Go B.V. is entitled to the tokens.

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Article 12. Guarantees, complaints and limitation period

- 12.1 The goods to be delivered by Airco to Go B.V. meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use in the Netherlands. The warranty referred to in this article applies to items intended for use within the Netherlands. In the event of use outside the Netherlands, the Client must verify whether the use is suitable for use there and whether it meets the conditions set for it. In that case, Airco to Go B.V. may impose other warranty and other conditions with regard to the goods to be delivered or work to be carried out.
- 12.2 Airco to Go B.V. provides a warranty in accordance with the warranty periods and conditions of its suppliers.

- 12.3 Products delivered are subject to a warranty period of two (2) years, starting on the invoice date. If it concerns a heat pump, it must be installed by a recognized installation company with experience in setting up the primary and secondary circuit. In the case of refrigerant gas, the client must contact the installation company responsible for the installation of the unit, provided that it is installed by an installation company, in order to make a warranty claim. If the client is unable to provide a work order and invoice for the installation, the warranty will be void.
- 12.4 Any form of warranty will lapse if a defect has arisen as a result of or results from injudicious or improper use, improper storage or maintenance by the Client and/or third parties without written permission or conditions from Airco to Go B.V. or the Client or third parties have made changes to the goods or have tried to make them. Changing settings may only be done by a qualified technician. If the client changes the setting itself, as a result of which a technician has to be involved to adjust the settings, the costs will be borne by the client. The other party is also not entitled to warranty if the defect is caused by (or is the result of) circumstances beyond the control of Airco to Go B.V. This includes units that have not been installed in accordance with the applicable rules, weather conditions, etc.
- 12.5 The Client will not be able to assert any claims after the delivered products have been fully or partially processed or processed, have been delivered to third parties or have been put into use, than they have apparently been accepted in any other way. Slight deviations in quality, composition, properties, colour and the like, among other things, which are unavoidable from a technical point of view, or which are generally accepted according to custom, can never constitute grounds for complaint.
- 12.6 In the following cases, no complaint can be validated by the Client: ■ If there is normal wear and tear; ■ If the products have been exposed to abnormal conditions, If ■ there is visual damage smaller than 30 cm² on outdoor units; ■ Damage to plastic covers.
- 12.7 Airco to Go B.V. does not offer a warranty on Wi-Fi modules (whether or not built in as standard) Wi-Fi modules, burned-out circuit boards, outdoor units and heat pump boilers that have been transported horizontally by the client and units that have not been commissioned by a certified technician (see article 13).
- 12.8 Images, drawings, cost estimates, diagrams, advice, designs and other information provided by Airco to Go B.V. are not binding on Airco to Go B.V. and are only intended to give a general representation of what can be delivered by Airco to Go B.V.
- 12.9 The Client is obliged to thoroughly examine the delivered goods, immediately at the moment the goods are made available to him. In doing so, the client must check whether the right goods have been delivered in the right quantities and in the right condition. In addition, the Client must determine whether the delivered goods meet the agreed quality requirements or the requirements that may be set for normal use or commercial purposes. Any shortages, visible defects and/or damage to the goods upon delivery must be stated by the Client on the delivery note, the invoice and/or the transport documents, failing which the Client is deemed to have accepted the goods. If the unit has fallen over or has been transported lying down during transport, the client must immediately return the units to the transporter, whereby the finding of the lying or overturned unit must be stated on the consignment note, including

Mention and photo of the damage. If the client signs for receipt and it turns out that there is damage during transport, the warranty will be void.

- 12.10 Complaints regarding externally perceptible defects must be made in writing immediately after delivery or execution. Airco to Go B.V. will not be liable for any form of compensation in any way.
- 12.11 Complaints in respect of defects that are not externally perceptible must be made in writing within three days of discovery until the end of three months after delivery of the goods, which period is considered to be the expiry period.
- 12.12 The Client must limit the damage to the goods as much as possible.
- 12.13 The notification of a complaint must contain a description of the defect that is as detailed as possible so that Airco to Go B.V. is able to respond adequately. The Client must give Airco to Go B.V. the opportunity to investigate the complaint. In the event of damage, Airco to Go B.V. requests the client to provide clear photos from multiple sides.
- 12.14 If the defect is reported at a later time, the Client is no longer entitled to repair, replacement or compensation free of charge.
- 12.15 Without prejudice to the obligations of Airco to Go B.V., if and insofar as there has not been an explicit written agreement in writing with regard to the products to be delivered, minor deviations in size, colour, surface, structure and other small-scale deviations observed will not be a reason for rejection. If Airco to Go B.V. has to manufacture the goods to measure, slight deviations with regard to the sizes will not be a reason for rejection either.
If and insofar as it has been agreed that the capacity will be according to a sample, that sample is only for the purposes of an indication to the Client.
- 12.16 If a unit does not function properly after installation, the client must first contact his/her own installer. If a part needs to be replaced within the warranty period, Airco to Go B.V. will send the part to be replaced to the client. Before Airco to Go B.V. proceeds to provide replacement parts, the defective part/unit must be returned. If it turns out that the defect is the result of improper use or installation, the replacement part will still be charged. If the defective part is not returned in advance, the client must pay for the replacement part itself, after which Airco to Go B.V. will proceed to pay for the replacement part if the defect is not the result of incorrect use or installation. Any costs in the event of an incorrect diagnosis are at the risk and expense of the client.
- 12.17 If an appeal to the Client's warranty is well-founded, Airco to Go B.V. will, at the discretion of Airco to Go B.V., repair, replace or deliver the goods to be delivered as agreed, unless this has become demonstrably pointless for the Client in the meantime.
If Airco to Go B.V. informs the other party that it will proceed with repairs, the client will make the delivered goods available to Airco to Go B.V. If the client has moved abroad, Airco to Go B.V. will reimburse the delivery costs based on the original delivery address.
- 12.18 A well-founded invocation of the warranty will never imply any acknowledgment of liability or grounds for damage claims on the part of the Client. The Client expressly waives this claim.
- 12.19 If an appeal to the Client's warranty turns out to be unfounded, the costs will arise as a result, such as investigation costs on the part of Airco to Go B.V., entirely for the account of the Client.
- 12.20 Any return of goods by the Client may only take place after written approval of Airco to Go B.V., but is at the expense and risk of the Client and never implies any acknowledgement of liability. Airco to Go B.V. determines the method of transport of the goods to be returned.
- 12.21 After the warranty period has expired, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Client.
- 12.22 Without prejudice to a timely complaint by the Client, the obligation to pay and accept placed orders shall continue to exist, unless the right of retention included in Article 4 applies.
- 12.23 Insofar as repair or replacement would be impossible, the agreement will be deemed to have been dissolved. With regard to complaints regarding defects as referred to in this article, Airco to Go B.V. shall never be liable to pay any form of compensation.

- 12.24 Damaged items, items that have been put into use and packaged items, of which the packaging is missing or damaged, cannot be returned unless the parties agree otherwise.

Article 13. Installation

- 13.1 In connection with the new F-Gas Regulation (EU) 517/2014 as applicable from 1 January 2015, the Client is obliged to have a unit put into use by an approved installer in accordance with Article 10 of Regulation (EU) 517/2014. If the client does not have the unit commissioned by a certified technician, he/she is guilty of a criminal offence.
- 13.2 In order to make a warranty claim, the unit must have been commissioned by a BRLIOO-certified installation company. The Client must submit an invoice and work order from a certified company in order to be able to make a claim under warranty.
- 13.3 All air conditioners and heat pumps supplied by Airco to Go B.V. contain the fluorinated greenhouse gas R32 with GWP 675. Please note, it is possible that larger units still contain R410A.

Article 14. Liability

- 14.1 Airco to Go B.V. is only liable for direct damage suffered by the Client, if and insofar as that damage is the direct result of intent or deliberate recklessness on the part of Airco to Go B.V.
- 14.2 Airco to Go B.V. is not liable for damage, of any nature whatsoever, caused by Airco to Go B.V. has relied on incorrect and/or incomplete information and/or data provided by or on behalf of the Client.
- 14.3 The total liability of Airco to Go B.V. will in all cases only be limited to compensation for direct damage, whereby the total amount to be paid by Airco to Go B.V. to the Client on account of any undoing obligations and compensation for damage will never exceed a maximum of the amount of the price stipulated for that agreement (excluding VAT).
- 14.4 The liability of Airco to Go B.V. is in any case always limited to the amount of the payment from its insurer if applicable.
- 14.5 Airco to Go B.V. is never liable for indirect damage. This includes consequential damages, lost profits, missed savings and damage due to business interruption.
- 14.6 Airco to Go B.V. is not liable for damage if and to the extent that the client has insured itself against the damage in question or could reasonably have insured itself.
- 14.7 Airco to Go B.V. is not liable for an incorrectly ordered capacity heat pump and air conditioner. The Client must always consult with an experienced installation technician about the suitability of the heat pump. Airco to Go B.V. is not liable for any costs that have to be made regarding an incorrectly ordered capacity heat pump and air conditioner.
- 14.8 Airco to Go B.V. is not liable for an incorrectly set up primary and secondary circuit during the installation of heat pumps.
- 14.9 The limitations of liability included in this article do not apply if the damage is attributable to intent or gross negligence on the part of Airco to Go B.V. or its managers.
- 14.10 The risk of loss, damage or depreciation shall pass to the Client at the time the goods are transferred to the Client under the Client's control.
- 14.11 -- The Client indemnifies Airco to Go B.V. against any claims from third parties who suffer damage in connection with the execution of the agreement and the cause of which is attributable to others than Airco to Go B.V.
- 14.12 Claims for damages must be reported in writing to Airco to Go B.V. within three months after the damage occurred, under penalty of forfeiture.
- 14.13 The execution of the assignments given to Airco to Go B.V. is exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the performance of the work performed for the Client.

If and insofar as the Client enters into a legal relationship with a third party that in any way whatsoever has any overlap with the accepted quotation or these general terms and conditions, this will be entirely at the expense and risk of the Client. Airco to Go B.V. is under no circumstances a party to this legal relationship and the client must point this out to the third party.

Article 15. Confidentiality and Personal Data Protection Act (Wbp)

- 15.1 Airco to Go B.V. is obliged to maintain the confidentiality of all information and data of the client/consumer vis-à-vis third parties, insofar as it is not available in the public domain without the intervention of Airco to Go B.V.
- 15.2 Client undertakes to maintain strict confidentiality vis-à-vis Airco to Go B.V. of all that is or will become known to him, whether or not in the context of the execution of the agreement, concerning the company(s) of Airco to Go B.V. and furthermore to treat such information as strictly confidential, unless that information is of general knowledge or if publication thereof is required on the basis of statutory or on the basis of stock exchange or other regulations.
- 15.3 The Client is obliged to impose the same obligation on employees and third parties employed by it in the execution of the agreement as is included in the second paragraph of this article.
- 15.4 It is possible that Airco to Go B.V. processes personal data within the meaning of the Personal Data Protection Act ("Wbp") of (employees and/or customers of) the Client in the context of the agreement. This personal data will be processed in accordance with the Privacy Statement of Airco to Go B.V. and the applicable laws and regulations, including the Personal Data Protection Act.
- 15.5 If the client is able to pay electronically, Airco to Go B.V. will take appropriate security measures.
- 15.6 Airco to Go B.V. does not guarantee that the security is effective under all circumstances. In the absence of an explicitly described security, Airco to Go B.V. will make every effort to ensure that the security will meet a level that is reasonable, given the state of the art, the sensitivity of the personal data and the costs associated with providing security.
- 15.7 Client will only make personal data available to Airco to Go B.V. for processing if it has ensured that the required security measures have been taken. The controller is responsible for compliance with the measures agreed by the parties.
- 15.8 In the event of a security breach and/or a data breach within the meaning of Article 33 of the GDPR, Airco to Go B.V. will inform the controller or client thereof without unreasonable delay.
- 15.9 In the event that a data subject submits a request for inspection, rectification, erasure and/or restriction of processing as referred to in Article 15 – 19 GDPR to Airco to Go B.V., Airco to Go B.V. will handle the request itself insofar as it can do so itself. It will inform the controller of the request. Airco to Go B.V. may charge the costs for the handling of the request to the controller.
- 15.10 With regard to the liability of Airco to Go B.V. for damage as a result of an attributable shortcoming in the performance of the processing, what is stipulated in these general terms and conditions applies mutatis mutandis.
- 15.11 With regard to the processing of personal data and everything relating to the PDPA, the provisions as included in these general terms and conditions apply.

Article 16. Disputes and applicable law

- 16.1 If there is any ambiguity about the interpretation of one or more provisions of these general terms and conditions, the interpretation of those provision(s) must take place 'in the spirit' of these general terms and conditions.
- 16.2 Dutch law applies to an agreement concluded with Airco to Go B.V., even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship has its place of business there. The applicability of the Vienna Sales Convention is expressly excluded.

- 16.3 All possible disputes relating to the agreement or arising from this agreement will be settled in the first instance by the competent court in the district in which Airco to Go B.V. is established at the time of conclusion of this agreement, unless mandatory law prescribes otherwise.
- 16.4 The parties will only appeal to the court after they have made every effort to resolve the dispute by mutual agreement.
- 16.5 Unless otherwise expressly agreed in writing, all legal claims to which these general terms and conditions give rise to the other party shall lapse after the lapse of one year from the date of execution.
- 16.6 The Dutch text of the general terms and conditions is always decisive for their interpretation.

