

Terms of delivery UP Stairlift

1. Applicability

- 1.1 These general conditions for the delivery of goods and services are applicable to all agreements and requests for quotes, offers or acceptances with respect to agreements whereby UP Stairlift provides goods or services (hereinafter: Goods) to a another party or otherwise accepts an order from that party (hereinafter: 'the Other Party'), all in the broadest sense, unless expressly agreed otherwise by all parties in the contract.
- 1.2 The applicability of general conditions or other stipulations to which the Other Party refers in any form is explicitly excluded, except if and in so far as these have been accepted by UP Stairlift in writing.
- 1.3 It is confirmed between UP Stairlift and the Other Party that once a contract has been concluded that is governed by these conditions, these conditions will be applicable in full to later agreements between the same parties, unless agreed otherwise in writing.

2. Quote, offers and agreement

- 2.1 All quotes, official prices, offers (among which via the UP webshop) and other notices from UP Stairlift are without obligation at all times.
- 2.2 The agreement between UP Stairlift and the Other Party will only be effected following written confirmation by UP Stairlift of the acceptance of the offers and quotes by the Other Party, or from the moment at which UP Stairlift commences performance of the agreement.
- 2.3 An offer is valid for thirty (30) days, unless otherwise stated.

3. Sizes, weights, drawings, images and technical details

- 3.1 The sizes, weights and technical details stated by UP Stairlift in official lists, invoices, leaflets, catalogues, stock lists, circulars, electronic data carriers, the website and other advertising material of any kind, as well as the drawings and images shown therein, are for approximation purposes only and are without obligation, unless explicitly agreed otherwise in writing. UP Stairlift is not liable for inaccuracies in or deviations from the aforesaid information.

- 3.2 The intellectual property rights to the images, drawings, diagrams, designs, models and moulds made by UP Stairlift and/or by order of the Other Party, and all that concerns further the performance of the agreement, irrespective of whether costs have been charged for this, are vested exclusively in UP Stairlift and are not transferred as part of the agreement with the Other Party.
- 3.3 The Other Party is not entitled to use, reproduce, publish or disclose to third parties all or part of the documents or otherwise as referred to in this article without prior written permission from UP Stairlift, unless for its own use or documentation that is explicitly intended for the end user.
- 3.4 The images, drawings, diagrams and designs referred to in this article, and in general all that is produced and/or published by UP Stairlift, remains in its full ownership and must be returned to it immediately on request.
- 3.5 UP Stairlift is not liable for inaccuracies in and deviations from images, drawings, diagrams and designs etc. arising in information carriers of UP Stairlift referred to under Article 3.1.
- 3.6 The installation drawing is created by UP Stairlift with care. However, the drawing is created with information provided by the Other Party. UP Stairlift is not liable for inaccuracies in and deviations from the installation drawing.

4. Prices

- 4.1 The prices quoted by UP Stairlift are without obligation at all times, in the sense that they are based at all times on the information provided at the time of the request and (partly) depend on raw material, the exchange rates of foreign currencies, insurance premiums, carriage, delivery Ex Works, margin schemes and other costs, and are only valid for the quantities offered. Unless stated otherwise, the prices are quoted per item, in euros and are exclusive of turnover tax and other government charges on the sale and delivery.
- 4.2 If following the date of the agreement one or more cost price factors are subject to an increase, even if this as a consequence of foreseeable circumstances, UP Stairlift will be entitled to increase the agreed price accordingly.

5. Delivery and delivery times

- 5.1 All deliveries take place at the UP Stairlift facility in Opmeer, Netherlands, 'Ex Works'.

At the written request of the other party UP Stairlift can take care of the loading of the Goods on the means of transport, such at the risk of the Other Party.

At the written request of the other party UP Stairlift can arrange delivery at another location, such on the account and at risk (for loss and damage) of the Other Party. Insurance is not the responsibility of UP Stairlift.

UP Stairlift does not accept any liability for costs or damages as a result of the loading or transport of the Goods.

- 5.2 The Goods have been delivered when UP Stairlift has notified the Other Party in writing that the Goods are ready to be picked-up or to be transported on its instructions. If the Other Party fails to take the Goods in its possession within reasonable time, the risk of damage, loss or impairment transfers to the Other Party and UP Stairlift is entitled to charge the Other Party storage costs
- 5.3 The delivery times stated by UP Stairlift are approximate only and are never deadlines (not a 'fatale termijn'), unless a particular delivery time has been explicitly guaranteed by UP Stairlift in writing.
- 5.4 The agreed delivery periods commence on the day that the Other Party has made all the necessary information and documents available to UP Stairlift.
- 5.5 If delivery is not made promptly, UP Stairlift must be served written notice of default by the Other Party, demanding that it complies with its obligations within a reasonable period of time.
- 5.6 If as a consequence of a situation of force majeure, UP Stairlift cannot be reasonably expected to meet its delivery obligations, it will be entitled to postpone delivery for a period of time equal to the continuation of this force majeure or other circumstances of a similar nature.
- 5.7 An exceeding of the delivery deadline does not entitle the Other Party to terminate all or part of the agreement and/or to claim compensation, unless the Other Party can prove deliberate intent ('opzet') or intentional recklessness ('bewuste roekeloosheid') on the part of UP Stairlift.
- 5.8 If the delivery cannot be made at the agreed time or within the agreed period of time, UP Stairlift will be entitled to make part deliveries. This does not apply in the event that a part delivery has no separate value. In the case of part deliveries, UP Stairlift is also entitled to invoice each part delivery separately in accordance with the applicable payment conditions.

6. Payment

- 6.1 Payment must be made immediately after placing an order, but in any case prior to delivery. If parties agree in writing that the Other Party is allowed to deferred payment, such payment of the invoice must have been credited to the account of UP Stairlift within thirty (30) days of the invoice date. Deviating payment schemes or cash payments must be confirmed in writing in advance by UP Stairlift.
- 6.2 UP Stairlift is entitled to make partial delivery of Goods and to invoice and/or to invoice periodically.
- 6.3 The payment term referred to in Article 6.1 is a deadline ('fatale termijn'). If no payment in full, or if no payment in full of instalments has been made, the Other Party will be deemed to be in default and the amount due by the Other Party plus statutory Dutch commercial interest will be payable without further notice of default or summons, whereby part of one (1) month will be considered as a full month for the purposes of the outstanding amount payable (principal including credit charges of 1.5% per month and statutory commercial interest).
- 6.4 If UP Stairlift is required to take judicial or extrajudicial measures in connection with late payment, all costs arising therefrom will be charged to the Other Party, which will amount to at least 15% of the outstanding amount due with a minimum of EUR 150, notwithstanding the right to full compensation.
- 6.5 UP Stairlift is entitled, notwithstanding deviating regulations or provisions, to deduct all payments from the interest and/or costs owed to UP Stairlift, in such order as to be decided on by UP Stairlift.
- 6.6 If the Other Party has or will obtain one or more claims or counterclaims against UP Stairlift for whatever reason, the Other Party waives the right of setoff with respect to this claim or these claims.

7. Complaints and return of Goods

- 7.1 The Other Party must check the Goods immediately after delivery for any deviations from that which has been agreed. Any complaints concerning the Goods delivered must be submitted to UP Stairlift in writing, accompanied by the corresponding packing slip, no later than on the seventh (7th) day following the delivery date. Following the expiry of the aforementioned period of time, the Goods delivered will be deemed to have been accepted irrevocably and unconditionally by the Other Party. Complaints made orally and complaints submitted following the expiry of the aforesaid period of time will not be accepted.

- 7.2 The Other Party is required to keep the defective Goods available for UP Stairlift, including for inspection purposes. The submission of a complaint does not suspend the Other Party's payment obligation with respect to the Goods that are the object of the dispute.
- 7.3 Should the Goods be visibly damaged on the outside upon arrival, the Other Party must make a written complaint concerning this towards the carrier and, contrary to the above, it must notify UP Stairlift of this (with a copy of the written complaint) within twenty-four (24) hours of receipt.
- 7.4 Complaints concerning faulty Goods which have been delivered Ex Works must be submitted immediately upon delivery.
- 7.5 The defective Goods may only be returned following consultation with UP Stairlift and goods for repair will only be accepted if they have been sent carriage paid. The above also applies if UP Stairlift has declared that it agrees to the Goods being returned for repair without this having been qualified as a complaint.
- 7.6 If Goods have been assembled or processed by the Other Party, complaints are no longer permitted, irrespective of the grounds, including wrong delivery, even if such a complaint is submitted within the stipulated period of time; in such cases UP Stairlift will not be obliged to make any compensation in any form whatsoever.
- 7.7 If Goods have been returned to UP Stairlift for repair without this constituting a complaint, these Goods will be considered as delivered to the Other Party, with all the associated consequences, whereas the actual and potential costs of repair and transport will be charged to the Other Party.
- 7.8 In case of a recall of Goods, UP Stairlift will supply the (headquarters of the) Other Party with replacement parts. All other cost are for the account of the Other Party.
- 7.9 The Other party is obligated to maintain a minimum level of spare parts in stock for intervention.

8. Guarantee

- 8.1 Any guarantees which have been made by UP Stairlift with regard to the delivered Goods must be recorded in writing. In the absence of such a written statement, the Other Party cannot invoke any guarantee, without prejudice to mandatory Dutch law.
- 8.2 UP Stairlift guarantees that its products meet the applicable safety requirements and are suitable for the agreed use. UP Stairlift does not guarantee uninterrupted

or trouble-free operation. The Other Party is responsible for verifying whether the Goods comply with all national regulations when used outside the Netherlands. In such cases, UP Stairlift may apply different warranty conditions.

- 8.3 All products supplied by UP Stairlift, excluding batteries, are covered by a warranty of two (2) years or 30 km of travel, whichever occurs first, calculated from the invoice date.

Batteries are covered by a six (6) month warranty from the invoice date.

During the warranty period, UP Stairlift will, at its discretion, repair or replace defective parts resulting from material or manufacturing defects, excluding shipping costs, labour costs and batteries.

- 8.4 Conditions for Warranty Validity

The warranty referred to in article 8.3 shall only apply if all of the following conditions are met:

a. Installation Registration

Immediately after installation of the lift, the Other Party must submit a complete and correct installation registration by email, using the subject line:

“Lift Registering UP-[serial number]”.

Failure to submit this registration invalidates any warranty claim.

b. Annual Maintenance

Annual maintenance must be carried out strictly in accordance with the instructions and service manuals provided by UP Stairlift.

Each maintenance visit must be registered by email using the subject line:

“Lift Maintenance UP-[serial number]”.

If maintenance is not carried out, not carried out correctly, or not registered in time, the warranty shall lapse automatically.

c. UP Portal Connectivity

The lift must be connected via WiFi to the UP Stairlift remote monitoring platform www.upportal.info and remain connected for the duration of the warranty period.

If the lift is not connected, or connectivity is intentionally disabled, UP Stairlift reserves the right to suspend or refuse warranty claims.

8.5 The Goods must be sent carriage paid to UP Stairlift by the Other Party. If a defective part is replaced, the original defective part shall not be returned.

All labour costs incurred by UP Stairlift in connection with warranty work shall be borne by the Other Party.

8.6 The warranty does not apply if:

- the defect results from normal wear and tear, insufficient or improper maintenance, incorrect or careless use, incorrect installation, incorrect testing, unauthorised repairs, unauthorised modifications, abnormal use, fire or accidents;
- a defect was reasonably detectable at the time of delivery and was not reported in accordance with article 7;
- repairs or modifications are carried out during the warranty period without prior written consent from UP Stairlift;
- the Other Party fails to comply with its payment obligations. In such case, the warranty expires automatically.

8.7 The Other Party is not entitled to suspend or withhold any payment on the grounds that a warranty obligation has not been met, not yet been met, or not been met in full.

8.8 If Goods delivered under a manufacturer's or importer's warranty are returned for assessment, all related costs incurred by UP Stairlift shall be charged to the Other Party. Warranty claims are handled exclusively at the discretion of the manufacturer or importer concerned.

9. Force majeure

9.1 In these conditions, force majeure is taken to mean all that is understood in this regard by law and in case law, as well as all external causes, foreseen or unforeseen, on which UP Stairlift can exercise no influence, as a result of which it is unable to guarantee that it can comply with its obligations. Force majeure suspends UP Stairlift from its contractual obligations, without being liable for any loss and/or damage.

10. Suspending, advance payment, security and cancellation

10.1 UP Stairlift is entitled to suspend performance of all or part of the agreement if and for as long as the Other Party fails to comply, or fails to comply properly or in

full, with any obligation towards UP Stairlift under the agreement between the Other Party and UP Stairlift.

- 10.2 UP Stairlift is also entitled, if in its reasonable opinion the financial situation of the Other Party gives reason to do so, to demand payment in advance or security in the form of a bank guarantee, mortgage, pledge or deposit, and while awaiting such to suspend full or partial performance of the agreement.

11. Retention of title

- 11.1 All Goods delivered remain exclusively the property of UP Stairlift until such moment when the Other Party has complied with all obligations arising from or relating to the agreements whereby UP Stairlift has undertaken to deliver, including claims with respect to fines, interest and costs, including costs due to loss in value and/or the return of Goods delivered. Until that moment the Other Party is required to keep the Goods delivered by UP Stairlift separate from other Goods and to store them clearly identified as the property of UP Stairlift, and to insure them and keep them insured properly and also not to proceed to process or use these Goods.
- 11.2 Despite the retention of title, the Goods delivered will be retained by the Other Party at its own risk and expense.
- 11.3 If there is a justifiable fear that the Other Party is failing to comply with any obligation towards UP Stairlift by virtue of Article 11.1, the Other Party is required to place the Goods delivered under retention of title, or any elements and/or Goods newly created therefrom, at the disposal of UP Stairlift should the latter so demand. If the Other Party fails to cooperate in this, UP Stairlift will be entitled without any prior notice of default to take possession of the Goods delivered forthwith, for which the Other Party hereby gives its unconditional and irrevocable permission for UP Stairlift or a third party to be designated by it to enter those premises where the Goods of UP Stairlift are being kept and to take them back. The costs of taking and/or handing back the Goods will be charged to the Other Party.
- 11.4 As long as the aforementioned obligations have not been met, the Other Party will not be entitled to sell the Goods concerned or to establish a right of pledge or a non-possessory pledge on the Goods concerned. If the Other Party nevertheless delivers the Goods delivered under retention of title to a third party, the Other Party is required to retain the ownership of the Goods concerned.

12. Loss and/or damage and liability

- 12.1 UP Stairlift, its employees or third parties engaged by it are not liable for any loss and/or damage incurred by the Other Party with respect to any obligation to deliver, the delivery of Goods, the delivered Goods themselves or their use, the properties or quality of the Goods sold and/or delivered, or any work or services provided or advice given by UP Stairlift or on its behalf, including loss and/or damage caused by failure to comply properly with an obligation to repair the Goods or restore the situation.
- 12.2 Liability for indirect losses, consequential losses, intangible losses or direct trading losses is also expressly excluded. Similarly, the following do not qualify for compensation: transport costs, travel and accommodation costs, the costs of assembly, disassembly and/or installation or reinstallation, a reduction in profits and business interruption even if UP Stairlift has been informed of the possibility of such forms of loss and/or damage.
- 12.3 That stated in paragraphs 12.1 and 12.2 does not apply if and in so far as the Other Party can prove deliberate intent ('opzet') or intentional recklessness ('bewuste roekeloosheid') on the part of UP Stairlift, in which case UP Stairlift will never be liable for more than compensation of the direct loss and/or damage incurred by the Other Party.
- 12.4 Liability of UP Stairlift pursuant to Article 12.3 is limited at all times to replacing the Goods sold or delivered and/or taking back the Goods sold and/or delivered and crediting the amount invoiced for the Goods sold or delivered, or (in the case of the provision of services) reimbursing the invoice amount relating to the order, such at the discretion of UP Stairlift at any time.
- 12.5 The Goods delivered by UP Stairlift comply with the agreed quality standards. However, UP Stairlift does not guarantee and can never be deemed to have guaranteed or vouched for the fact that the Goods delivered are suitable for the purpose for which the Other Party wishes to handle, process or use them or cause them to be used. Samples are provided merely by way of an indication.

13. Indemnity

- 13.1 The Other Party indemnifies UP Stairlift against all claims from third parties for compensation for loss or otherwise, which are directly or indirectly connected with the agreement(s) concluded, and with this the Goods and/or services delivered by UP Stairlift as a consequence of claims by third parties. Furthermore, the Other Party indemnifies UP Stairlift against all claims from third parties for compensation for loss or otherwise which are directly or indirectly connected

with the processing and/or sending, by electronic means or otherwise, of the information provided by UP Stairlift. The indemnity referred to in this article does not apply in the case of deliberate intent ('opzet') or intentional recklessness ('bewuste roekeloosheid') on the part of UP Stairlift.

14. Termination of the agreement

- 14.1 UP Stairlift is entitled to -by its choosing- suspend or to terminate the agreement with the Other Party, or the part thereof not yet performed, by registered letter with immediate effect without judicial intervention being required and without being obliged to pay any compensation for any form of loss and/or damage, notwithstanding the right of UP Stairlift to full compensation from the Other Party for costs and loss and/or damage, if:
- the Other Party refuses to pay in advance or provide sufficient security should UP Stairlift so demand, in the circumstance as referred to in Article 10.2;
 - the Other Party (if a natural person) dies;
 - the Other Party applies for or is granted a moratorium;
 - the Other Party is declared bankrupt or a petition is submitted for its bankruptcy;
 - the business of the Other Party is interrupted or liquidated, or is transferred;
 - all or part of the company of the Other Party is dissolved;
 - there is a substantial change in the ratio of shares and/or votes within the business of the Other Party;
 - a substantial part of the assets of the Other Party is attached, and this attachment is not lifted within a reasonable period of time;
 - the Other Party does not comply, or does not comply in full, properly or promptly, with any obligation arising from the agreement towards UP Stairlift and, despite a request to this effect, has failed within seven (7) days of such a request to rectify the breach.
- 14.2 In addition to that stated in Article 14.1, after the force majeure on the part of UP Stairlift as referred to in Article 9.1 has lasted for more than six (6) months, both the Other Party and UP Stairlift may terminate the agreement by registered letter, or solely that part of the obligations that has not been fulfilled. In that case, the Parties have no right to compensation as a consequence of the termination or loss and/or damage incurred or to be incurred.
- 14.3 All claims which UP Stairlift may have or acquire in the case referred to in this article will be immediately due and payable.

- 14.4 Notwithstanding its other rights, in the situations as described in Articles 14.1 and 14.2 UP Stairlift has the right to suspend all its obligations by virtue of one or more agreements concluded with the Other Party.
- 14.5 The Other Party is entitled to terminate the agreement at any time by giving notice of such termination to UP Stairlift. The termination shall take effect 30 days after the date on which UP Stairlift receives the notice. After the notice of termination has taken effect, the Other Party shall pay to DeVi- Comfort the agreed price minus the costs to be saved as a result of the termination. The minimum amount of compensation is 25% of that which the Other Party would have had to pay if the agreement had been performed.
- 14.6 Termination as referred to in this article will not terminate the rights of UP Stairlift, which in view of their nature are intended to continue in force.

15. Transfer of rights and obligations

- 15.1 Without the prior written permission of UP Stairlift, the Other Party is not permitted to cede, pledge or transfer the ownership of any rights and obligations ensuing from the agreement to third parties, for whatever reason.

16. Confidentiality and communication

- 16.1 Prior to as well as after the signing of the agreement by both parties, as well as after termination of the agreement without prior written permission from UP Stairlift, the Other Party will not disclose any information to third parties concerning the agreement, including but not limited to the use of the agreement for publicity purposes.
- 16.2 The Other Party, its personnel and/or the third parties engaged by it, are required to observe the strictest secrecy concerning all information relating to UP Stairlift which it may obtain in connection with the agreement or its performance. This duty of confidentiality also encompasses all information on customers and/or other business contacts of UP Stairlift of which the Other Party gains knowledge by reason of its work.
- 16.3 The Other Party will impose in writing the same duty of confidentiality on third parties and/or their employees involved in the performance of the agreement.

17. Amendments to the conditions

- 17.1 UP Stairlift reserves the right to amend these general conditions at any time. Amendments will be notified to the Other Party in writing or electronically by email and will enter into force one (1) month after the date of notification, unless stated otherwise in the notification. If the Other Party has not submitted an objection, stating reasons, to the amendments to the General Conditions within one (1) month of the notification, the Other Party will be deemed to have accepted the amendment.

18. Waiver of rights

- 18.1 Failure by UP Stairlift to enforce any of its rights under this general conditions shall not be taken as or deemed to be a waiver of that right nor shall it deprive UP Stairlift of the right to insist on adherence to that term at some other time.

19. Consequences of nullity or voidability

- 19.1 If a provision of these Terms of Delivery is fully or partly in violation of a mandatory statutory provision, then this shall not affect the validity of the other Purchase Terms and Conditions and these shall for the remainder remain in full force and effect. With regard to the invalid, nullified or cancelled provisions UP Stairlift shall, to replace the relevant provisions, establish new provisions in consultation with the Other Party that are, in terms of nature and scope, as closely as possible in line with the invalid, void or cancelled provisions.

20. The competent court and applicable law

- 20.1 All disputes are subject to Dutch law and will be submitted exclusively to the competent court of the district in which UP Stairlift has its registered office, namely the district court of Noord-Holland, unless the law declares under the rules of mandatory law that another court has jurisdiction. The applicability of the Vienna Sales Convention is excluded.