

## GENERAL TERMS AND CONDITIONS

INVROHEAT WEBSALES

Date: 1 October 2018

Unless Invroheat Websales (Chamber of Commerce no: 60331585) and subsidiaries, (hereinafter called Invroheat Websales) agrees in writing that other terms and conditions apply to any particular sale or supply, the Purchaser's order is accepted subject to the following terms and conditions which apply to the whole or any executed part of the order.

### 1. Acceptance and Delivery

- a. All products and devices supplied by Invroheat Websales to the Purchaser will be delivered "Ex-Works" (EXW - Incoterms 2000), unless circumstances require that alternative arrangements be made. Such arrangements must be agreed in writing between the Purchaser and Invroheat Websales prior to the dispatch of any product.
- b. The Purchaser shall inspect all goods immediately upon their arrival and shall, within 14 days from such inspection, give notice in writing to Invroheat Websales of any matter or thing by reason whereof it is alleged that the goods are not in accordance with the contract. If the Purchaser shall fail to give such notice the goods shall be deemed to comply in all respects with the contract and the Purchaser shall be bound to accept and pay for the same accordingly.
- c. Invroheat Websales reserves the right, at its sole discretion, to make partial deliveries against any order placed by the Purchaser unless specifically agreed otherwise in writing at the time of order.

### 2. Warranties

- a. All express or implied terms, conditions, warranties, statements, assurances or representations in relation to any goods or services ordered from, and contracted for supply by, Invroheat Websales are hereby expressly revoked unless:
  - i. They are expressed in these Terms and Conditions.
  - ii. They are necessarily implied under any applicable law having jurisdiction over the manufacture/or supply of the goods or provision of the services.
  - iii. They are contained in any other terms and conditions to which Invroheat Websales agrees, in writing, to be bound.
- b. Devices and accessories not manufactured by Invroheat Websales but supplied by Invroheat Websales to the Purchaser are guaranteed to be free from defects in materials and workmanship in accordance with the manufacturer's warranty that accompanies the product.
- c. Invroheat Websales warrants that products manufactured by Invroheat Websales will perform according to their published specifications as long as they are used on or before the specified expiry date of the product and used in accordance with the instructions for use issued by Invroheat Websales.

d. This warranty does not cover the repair of any fault or the replacement of any defective part or materials where the fault or defect was caused by the negligence, misuse, abuse, malpractice or failure to use in accordance with manufacturer's instructions, by the Purchaser or its officers, employees, contractors or consultants.

### 3. Limitation of Liability

a. Invroheat Websales and the Purchaser hereby agree that, to the extent permitted by law, in the event of any loss, damage or claim arising out of a breach of one or more of the warranties including the manufacturer's warranties pursuant to clauses 2 (b) and 2 (c) above, the liability of Invroheat Websales is limited to the replacement of the goods or the cost of replacement.

b. The Purchaser's property under Invroheat Websales' custody or control will be entirely at the Purchaser's risk as regards loss or damage thereto or from whatsoever cause arising.

c. Invroheat Websales shall not be subject to nor incur, and the Purchaser hereby releases Invroheat Websales from, any claim, action or liability for consequential loss or damage to persons or property including, without limiting the generality of the foregoing, loss of use of the Goods or services or loss of profits or loss on resale arising by reason of delays, non-delivery, defective materials or workmanship, negligence or any act, matter, conduct or thing done, permitted or omitted by Invroheat Websales.

d. All rejected Goods or defective Goods shall be the property of Invroheat Websales to dispose of as it sees fit.

e. Invroheat Websales accepts no responsibility whatsoever for any Goods which have been:

- i. Used for purposes other than those specified on the package for use that accompany the Goods
- ii. Repackaged, relabelled or supplied in any way other than in the original presentation as purchased from Invroheat Websales.
- iii. Tampered with in any way – including the removal of seals or opening of packaging prior to delivery to the end user.

### 4. Description

a. Any representation, promise, statement or description by Invroheat Websales or by any officer, employee, consultant, agent, or dealer of Invroheat Websales or any other person is expressly excluded and the Purchaser acknowledges that it has relied solely upon its own inspection, skill and judgment in placing an order for the Goods or services and not by reason of any such representation, promise, statement or description.

b. All photographs, weights, illustrations, dimensions and any other particulars given in or accompanying a quotation, or contained in descriptive literature are approximate only and deviations there from shall not invalidate the contract or be made the basis of any claim made against Invroheat Websales. Clerical errors are subject to correction.

## 5. Price and Payment

- a. Prices for all devices and accessories supplied by Invroheat Websales to the Purchaser are quoted net and ExWorks (Incoterms, 2000) unless otherwise stated. A packing and delivery charge will be applied to each order, unless agreed otherwise in writing.
- b. Payment for invoiced amounts is to be made before shipping, unless agreed otherwise by Invroheat Websales and Purchaser. Until payment in full is received, the property in the Goods remains with Invroheat Websales and, if in the Purchaser's possession, the Goods will be held by Purchaser as bailee and returned immediately to Invroheat Websales upon demand in unused and undamaged condition. The Purchaser will hold Invroheat Websales indemnified against any claim or liability in respect of the Goods in the meantime. If payment is not received by Invroheat Websales within the agreed period, Invroheat Websales reserves the right to charge interest to the Purchaser at the rate of 1.25% per month on the outstanding balance.

## 6. Goods

Wherever used, "Goods" includes devices and any associated equipment and accessories.

## 7. Return of Goods

Invroheat Websales' internal Quality Standards prohibit Invroheat Websales from re-issuing or re-using returned products, where, among other factors, there is any doubt whatsoever as to whether the products have been handled strictly in accordance with the specified shipping, handling and storage requirements for the product. Therefore Invroheat Websales can only accept return of Goods for credit in instances where return is necessary because the Goods are defective due to any act or omission by Invroheat Websales.

All returns require prior notice to Invroheat Websales. A Goods Return Number will then be issued by Invroheat Websales and this number must be used by the Purchaser when the Goods are returned. The following additional conditions relating to the return of Goods for credits apply:

- a. Detail: Invoice number and Goods Return Number must be supplied with all returns. In every case, the original invoice number and date must be quoted.
- b. Packaging: Where Goods were originally supplied by Invroheat Websales in specialised packaging, any return shall be made in that original packaging and the Goods shall be in their original and unmarked condition, complete with any instructions for use supplied.
- c. Freight: Goods returned to Invroheat Websales must be transported in the same package as that which was used to transport the goods to the Purchaser. Goods will not be accepted for credit if alternative packages are used.
- d. Time: Notification to Invroheat Websales of intention to return Goods must be made within 7 days of receipt by Purchaser of the Goods from Invroheat Websales.
- e. Identification: No responsibility will be accepted for any delay in processing a credit for Goods returned caused by Goods being incorrectly branded or returned without adequate identification of both sender and Goods returned.

#### 8. Delay in Delivery and Force Majeure

a. Delivery and availability dates are estimated only and although Invroheat Websales will use its best endeavours to maintain these estimates, no liability is accepted for delay from any cause whatsoever.

b. If for any cause beyond Invroheat Websales' control, including but not limited to any act of God, war, strike, lockout, industrial dispute, governmental or semi-governmental award, enactment or order, fire, flood, storm or tempest, delay in obtaining licenses, transport, labor or materials, accidents, damage to Invroheat Websales' works or business or those of its suppliers, Invroheat Websales is prevented from making delivery or performance at the time stipulated, Invroheat Websales shall be entitled at its option either to extend the time for delivery or performance for a reasonable period or to terminate the contract, and the Purchaser shall not in either case have any claim for damages and shall pay for all deliveries made or services performed prior to the date of such termination and all expenses incurred and monies paid by Invroheat Websales in connection with the contract.

c. Unless expressly stated otherwise, the time of delivery in any Invroheat Websales quotation represents the time at which the Goods are to be ready for dispatch from Invroheat Websales' premises and Invroheat Websales is to be allowed the further time necessary to cover transit to points of delivery. Invroheat Websales does not accept orders under penalty for late delivery.

#### 9. Other

a. If these Terms and Conditions of Sale, which shall only be varied, modified or rescinded by written agreement (executed by Invroheat Websales), shall differ in any respect from the Purchaser's order or Invroheat Websales' acceptance or confirmation of order, then these Terms and Conditions of Sale shall prevail.

b. Invroheat Websales reserves the right to refuse at its absolute discretion to extend credit to any potential Purchaser or to proceed with any order should the Purchaser's trade references be unsatisfactory to Invroheat Websales.

c. Statutory taxes and charges (such as GST, VAT or other relevant government charges) will be shown separately in the account for the sale of the Goods and the provision of the service. The amount of the taxes and charges payable in respect of a transaction will be payable by the Purchaser. No allowance will be made for input tax credits or similar credits available to Invroheat Websales. The Purchaser must indemnify Invroheat Websales in respect of all relevant taxes and charges paid and payable by Invroheat Websales in respect of Goods and services sold to the Purchaser.

d. If by any reason of any legislation, government action or other cause beyond Invroheat Websales' control, any tax, impost, levy, charge, duty or expenditure of any kind, which is not at present chargeable or applicable, is imposed becomes payable or applicable, or is incurred in respect of the Goods and any services hereby sold, it will be to the Purchaser's account and/or chargeable to the Purchaser by Invroheat Websales.

e. The Purchaser acknowledges and declares that the Purchaser has read and understood these terms and conditions prior to the delivery of Goods and any services.

f. These Terms and Conditions of Sale shall be construed in accordance with the laws of The Netherlands.

General Terms & Conditions Invroheat Websales, The Netherlands

[www.invroheat.com](http://www.invroheat.com)

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