

General Terms & Conditions

1. Applicability

- 1.1 These General Terms and Conditions apply to all Offers of DoorPro and to all Orders / Agreements concluded with DoorPro.
- 1.2 Unless otherwise agreed in writing with a Legally Authorized Representative of DoorPro, any conditions of the Customer, of whatever nature or in any event whatsoever, are excluded.
- 1.3 The stipulations deviating from these General Terms and Conditions can only be invoked by the Customer if and insofar as they have been accepted in writing by a Legally Authorized Representative of DoorPro.
- 1.4 These General Terms and Conditions together with the Order Confirmation constitute the entire Order / Agreement between the Customer and DoorPro. All prior written or oral agreements between the Customer and DoorPro will always lapse by entering into a new Assignment / Agreement.
- 1.5 DoorPro reserves the right to change these Terms and Conditions. The Customer can always download the most recent version of the Terms and Conditions via the website or be sent free of charge on request. The General Terms and Conditions that apply during the Assignment / Agreement will be sent to the Customer by e-mail along with the Order Confirmation and have been approved by the customer before confirming the Assignment / Agreement.
- 1.6 The Customer agrees to these General Terms and Conditions when he registers with the DoorPro as Customer or when placing an Order / Agreement.

2. Definitions

- 2.1 Offer: specification of product specifications and / or price information
- 2.2 General Terms and Conditions: these general terms and conditions of DoorPro B.V.
- 2.3 DoorPro: DoorPro B.V. or its affiliates
- 2.4 Customer: the buyer of the goods or services
- 2.5 Delivery note: document enclosed with each delivery on which the delivered items, quantities, characteristics and data of the Order / Agreement are mentioned.
- 2.6 Order Confirmation: the written confirmation which DoorPro sends the Customer by e-mail after placing an Order / Agreement
- 2.7 Delivery: the delivery of goods or the performance of services
- 2.8 Order / Agreement: the agreements made regarding the delivery of goods or the execution of services
- 2.9 Products: goods offered or delivered by DoorPro
- 2.10 Webshop: website on which Orders / Agreements can be placed by using login details
- 2.11 Legally Authorized Representative: a director of DoorPro B.V. as registered in the Chamber of Commerce

3. Offers, Orders and Agreements

- 3.1 All Offers of DoorPro are without obligation. Orders / Agreements and acceptances of Offers by the Customer are irrevocable.
- 3.2 DoorPro is only bound by the Assignment / Agreement if it has started with the execution of the Assignment / Agreement. The stipulations deviating from this provision can only be invoked by the Customer if and insofar as they have been accepted in writing by a Legally Authorized Representative of DoorPro.
- 3.3 Any inaccuracies in an Order Confirmation by DoorPro must be reported in writing to DoorPro within 2 hours after the date and time on which the Order Confirmation was sent by the Customer, failing which the Order Confirmation shall be deemed to correctly and fully reflect the Order / Agreement.
- 3.4 Verbal promises or agreements by or with its personnel will only bind DoorPro if this has been confirmed in writing by a Legally Authorized Representative of DoorPro.
- 3.5 These General Terms and Conditions apply in full to any changes to the Assignment / Agreement.
- 3.6 The minimum goods amount is € 20, - excluding VAT per Order / Agreement, after settlement of any discounts and / or surcharges.
- 3.7 If a Product for which the Customer has given an Assignment / Agreement is not yet available, DoorPro will notify the Customer as soon as possible and a replacement product can be offered, or the Assignment / Agreement can be dissolved unilaterally without DoorPro is obliged to pay compensation in any way.

4. Conformity

- 4.1 Statements by DoorPro concerning dimensions, capacities, specifications, technical information, colors and such are only approximate and are without obligation.
- 4.2 For all RAL colors applies that within acceptable limits an accepted color difference may be in relation to the original primitive language of the RAL-Institute in Germany. By using different coating techniques and materials, materials can also have a slight color deviation. This does not entitle you to complaint.
- 4.3 For all tailor-made products, there is a tolerance within reasonable limits in relation to the specified dimensions. This does not entitle you to complaint.
- 4.4 Images, descriptions, catalogs, advertising material and offers do not bind DoorPro.
- 4.5 DoorPro is entitled to make (technical) changes to the products. The consent of the Customer is not required if this does not affect the functioning of the product.
- 4.6 The Customer must ensure that the products ordered and / or ordered by him comply with all government regulations set out in the country of destination. Use, assembly and / or installation of the products in accordance with the government regulations is at the risk of the Customer.

5. Intellectual property

- 5.1 All intellectual and industrial property rights relating to the products and the design thereof, and with regard to everything that DoorPro develops, manufactures or provides, including manuals, packaging, catalogs and images, shall belong to DoorPro or the supplier / manufacturer.
- 5.2 The Customer is not permitted to remove or change any indication concerning patents, copyrights, brands, trade names or other intellectual or industrial property rights from the products.
- 5.3 The Customer is not permitted to make use of the trade names, brands, logos and other indications owned by DoorPro, unless the Customer receives the explicit written permission of a Legal Authorized Representative of DoorPro for this. In the latter case, the Customer will comply with the guidelines and instructions of DoorPro regarding the use of the trade names, brands, logos and other indications of DoorPro.

6. Prices

- 6.1 Prices specified by DoorPro or agreed with DoorPro include packaging costs, but excluding VAT and other taxes or levies and excluding the costs of shipping or transport.
- 6.2 Prices specified by DoorPro or agreed with DoorPro are a snapshot and are not binding.
- 6.3 Prices quoted by DoorPro are calculated for delivery Ex Works (Incoterms 2000). If DoorPro is responsible for shipping, transport and transport costs will be charged separately. These costs are shown in the Order Confirmation and depend on the shipping method and place of destination.
- 6.4 DoorPro is not responsible for any import duties, customs duties or the (cost of) preparation of export documents if the shipment is delivered to a country other than the Netherlands. The Customer must pay these costs himself and provide such export documents himself.
- 6.5 Any discount actions are not cumulative and only apply within the stated term of the discount. The Customer can only make use of the discount action if the Customer meets all stipulated promotional conditions and clearly indicates that he wishes to make use of the discount action before placing the Assignment / Agreement. DoorPro is free to withdraw discounts without giving any reason or to stop early.

7. Delivery time and delivery

- 7.1 Specified delivery times are approximate and can not be regarded as a deadline. Exceeding the delivery time does not oblige DoorPro to compensation and does not entitle the Customer to fulfill or suspend his obligations arising from the Assignment / Agreement. However, the Customer is entitled to dissolve the Order / Agreement if the Delivery Time of the Order / Agreement is exceeded by at least 8 weeks. DoorPro does not owe compensation in that case.

- 7.2 The risk with regard to the products is transferred to the Customer upon delivery. Delivery is made Ex Works (Incoterms 2000).
- 7.3 Transport and / or shipping of the products is at the risk of the Customer. For transport by a third party, the conditions of the carrier apply during the transport phase. The Customer is obliged to receive the products immediately upon arrival at the place of destination and to check for accuracy (eg number, damage) and to lodge a complaint within the period stated in Article 9.
- 7.4 If the Customer does not accept the products or does not receive them or collect them late, they will be stored for the account and risk of the Customer as long as DoorPro deems this desirable. DoorPro has in this case, as with any other (attributable) shortcoming of the Customer, at all times the authority to demand either fulfillment of the Assignment / Agreement or to terminate the Assignment / Agreement (extrajudicial), all this without prejudice to its rights to compensation for the damage suffered and the lost profit, including the costs of storage.
- 7.5 If the Customer picks up the products later than 2 weeks after the completion of the Order / Agreement, an amount of 15 euros in storage costs per calendar day will be calculated.
- 7.6 The Customer can only collect the goods after receiving a collection message.
- 7.7 DoorPro is not obliged to honor a request from the Customer for re-delivery or after delivery. If DoorPro does so, the related re-or post-delivery costs will be borne by the Customer.
- 7.8 DoorPro is authorized to execute an Assignment / Agreement in parts and to demand payment of that part of the Assignment / Agreement that has been executed.
- 7.9 If the Customer orders several items or gives multiple Orders / Agreements, each item or assignment / Agreement can be individually packaged and sent, or packed and sent together. Only DoorPro may make the best shipping choice.

8. Force majeure

- 8.1 If DoorPro is prevented from performing the Assignment / Agreement due to force majeure, it is entitled to suspend the execution of the Assignment / Agreement. In that case, the Customer is not entitled to compensation for damage, costs or interest.
- 8.2 Force majeure includes: war, danger of war, strikes, fire, accident or illness of personnel, business breakdown, stagnation in transport, disruptive legal provisions, restrictions of import / export, DoorPro unforeseen problems in production or transport and any other circumstance that is not exclusively dependent on DoorPro's will, such as the non-delivery or late delivery of goods or services by third parties that have been engaged by DoorPro.
- 8.3 If there is a situation of force majeure, DoorPro is entitled to dissolve the Order / Agreement for the non-executable part by means of a written notification. If the force majeure situation lasts longer than 6 weeks, then the Customer is also entitled to dissolve the Assignment /

Agreement for the non-executable part by means of a written notification.

- 8.4 If DoorPro has partially fulfilled its obligations at the onset of the force majeure situation or can only partly fulfill its obligations, it is entitled to invoice the already delivered or deliverable part separately and the Customer is obliged to pay this invoice as if it concerned a separate Assignment / Agreement.

9. Warranty and complaints

- 9.1 DoorPro guarantees the soundness of the products it delivers in accordance with what the Customer can reasonably expect on the basis of the Assignment / Agreement. Should defects nevertheless arise in the products delivered by DoorPro as a result of manufacturing and / or material defects, it will replace the products in question in whole or in part or apply a reasonable price reduction, all this at the option and exclusively at the discretion of DoorPro. Transport, assembly, installation and / or repair work are always at the expense and risk of the Customer.
- 9.2 The guarantee mentioned in 9.1 applies during the term of the factory warranty or, if no manufacturer's warranty applies, for 6 months after the date of purchase and only on presentation of the original invoice and delivery note.
- 9.3 The warranty shall in any case include defects that occur in or are (also) the result of normal wear and tear, assembly and / or use in violation of statutory norms or government regulations, external sources (such as, but not limited to, acids, salts, moisture, aggressive chemicals, shocks, accidents, special environmental factors, abnormal weather conditions, natural disasters, collisions, aggressive air conditions), non-compliance with maintenance instructions, incorrect or improper assembly and / or installation, overdue maintenance, incorrect or improper use, other parts, repair or other work by third parties or by the Customer without the prior written permission of DoorPro.
- 9.4 The Customer must properly inspect the delivered products immediately upon receipt, under penalty of forfeiture of any right to claim and / or guarantee. Any advertising relating to the quantity of delivered products and / or transport damage must be noted on the consignment note or delivery note upon delivery, failing which the quantities and quality aspects stated on the consignment note or delivery note will provide compelling evidence against the Customer.
- 9.5 Claims under the guarantee must be reported to DoorPro in writing within 4 hours after a defect occurs. In the absence of timely advertising, every claim to DoorPro lapses.
- 9.6 If the Customer complains, he is obliged to give DoorPro the opportunity to inspect the products or have them inspected to determine the shortcoming. The Customer is obliged to keep the products on which the complaint has been made available to DoorPro, on pain of forfeiting any right to claim and / or guarantee.

- 9.7 If the Customer complains, he is obliged to provide all necessary information to DoorPro within 48 hours at the first request in order to establish a possible shortcoming, on penalty of forfeiture of any right to claim and / or guarantee.
- 9.8 Return to DoorPro of products sold, for whatever reason, can only take place after prior authorization and dispatch and / or other instructions from DoorPro. The products remain at the expense and risk of the Customer at all times. The costs involved in any return shipment are always at the expense of the Customer.
- 9.9 Any defects concerning a part of the delivered products do not entitle the Customer to reject or refuse the entire batch of products delivered.
- 9.10 Complaints do not suspend the payment obligations of the Customer. The Customer does not grant any right of retention to DoorPro on the products delivered by DoorPro, not on the basis of complaints or on any other grounds.
- 9.11 After establishing a shortcoming in a product, the Customer is obliged to do everything that prevents or limits damage, including any immediate discontinuation of use and trade including expressly.
- 9.12 DoorPro reserves the right to pass on any research or administration costs to the Customer if the advertisement turns out to be unfounded.

10. Retention of title

- 10.1 DoorPro reserves the ownership of the delivered and the products to be delivered, until its claims in respect of the delivered and to be delivered products have been paid in full by the Customer, including the claims due to shortcomings in the performance of one or more Orders / Similarities.
- 10.2 If the Customer is in default with the fulfillment of his obligations, DoorPro shall be entitled to have the Products belonging to it returned at the expense of the Customer from the location where they are located.
- 10.3 The Customer is not entitled to pledge products that have not yet been paid or to transfer ownership of them. The Customer is obliged to store the products delivered under retention of title with due care and as recognizable property of DoorPro.

11. Payment

- 11.1 Unless otherwise agreed in writing, payment of the Orders / Agreements must be made in advance to DoorPro.
- 11.2 If the Customer is offered the opportunity to perform Orders / Agreements on account, the payment must take place within 8 days after the invoice date, unless another payment term has been agreed with a Legally Authorized Representative of DoorPro.
- 11.3 DoorPro has the right at all times to demand full or partial payment in advance and / or to obtain security for payment in some other way.

- 11.4 If no timely payment is received, the Customer shall owe the statutory commercial interest in accordance with Article 6: 119a of the Dutch Civil Code without further notice of default on the invoice amount, calculated from the due date up to and including the day of payment.
- 11.5 All costs related to the collection are at the expense of the Customer.
- 11.6 The Customer waives any right to suspension or settlement of reciprocal amounts. DoorPro is at all times entitled to set off everything it owes to the Customer against what the Customer and / or the affiliated companies, whether or not due and payable, owe to DoorPro.
- 11.7 The entire invoice amount is immediately and fully due in case of non-punctual payment of an agreed term on the due date, as well as if the Customer is in a state of bankruptcy, requests a (provisional) suspension of payment, the statutory debt rescheduling scheme (WSNP) becomes applicable to him. and / or if any attachment to the goods and / or claims of the Customer is made. If one of the above situations occurs, the Customer is obliged to inform DoorPro immediately.
- 11.8 Payments made by the Customer always first serve to settle the costs owed, then to settle the interest due and thereafter to settle the due and payable invoices that have been outstanding the longest, even if the Customer states that the payment relates to a later invoice .
- 11.9 If the Customer wishes to change data on the invoice after issuing an invoice, for example the indication or change of a company name or VAT number, DoorPro will charge 35 euro administration costs per change.

12. Cancellation

- 12.1 The Customer can not cancel a given Assignment / Agreement. If the Customer nevertheless fully or partially cancels a given Assignment / Agreement, he shall be obliged to increase all costs reasonably incurred with a view to the execution of this Assignment / Agreement, the activities of DoorPro and the loss of profit for DoorPro, with VAT, to DoorPro. to compensate.

13. Advice

- 13.1 All advices given by DoorPro and announcements and statements provided by DoorPro about, among other things, the properties of products to be delivered by DoorPro are entirely without obligation and are provided by DoorPro as non-binding information. DoorPro does not provide any guarantee in this matter.
- 13.2 DoorPro is not liable for any direct or indirect damage, in whatever form and for whatever reason, arising from the provision of information and / or advice by DoorPro. The Customer indemnifies DoorPro against all third-party claims in this respect, unless there is evidence of intent or gross negligence on the part of DoorPro.

- 13.3 Without the prior written permission of DoorPro, the Customer is not permitted to make the content of advice and other written or otherwise expressions of DoorPro publicly available or to make it available to third parties.

14. Liability

- 14.1 Apart from the provisions in Article 8, the Customer has no claim to DoorPro due to defects in or in relation to the products delivered by DoorPro. DoorPro is therefore not liable for direct and / or indirect damage, including personal and property damage, immaterial damage, consequential damage (business and / or stagnation damage) and any other damage, caused by whatever cause, unless there is gross negligence or intent of DoorPro.
- 14.2 DoorPro is also not liable in the aforementioned sense for the acts or omissions of its employees or other persons that fall within its sphere of risk.
- 14.3 Damage to products caused by damage or destruction of packaging is at the expense and risk of the Customer. If the damage or destruction is caused during transport, the transport conditions of the carrier will apply, in which a liability limitation is included.
- 14.4 If DoorPro proceeds on the basis of its known facts and / or circumstances to exercise a right of suspension or cancellation, while subsequently irrevocably establishes that this right has been wrongly exercised, DoorPro is not liable and not obliged to pay compensation of damage, unless there is gross negligence or intention of DoorPro.
- 14.5 In all cases in which DoorPro is obliged to pay compensation it will never exceed the invoice value of the delivered goods and / or services by which or in connection with which damage is caused, with a maximum of € 2,500. If the damage is covered by DoorPro's business liability insurance, the compensation will never exceed the amount actually paid out by the insurer in the relevant case.
- 14.6 Any claim against DoorPro, unless acknowledged by DoorPro, will lapse by the mere lapse of 12 months after the claim arose.
- 14.7 The Customer indemnifies DoorPro against any claim from third parties, including claims based on product liability, in connection with the execution by DoorPro of the Order / Agreement, regardless of the cause.

15. Webshop

- 15.1 DoorPro provides the Customer with login details in order to use its Webshop. The Customer is responsible for the login details provided to him. The login details may not be shared with third parties.
- 15.2 DoorPro is entitled to deny access to its Webshop without giving any reason or to block the login details of a Customer.
- 15.3 DoorPro assumes that Assignments / Agreements placed with log-in data provided to the Customer actually come from the Customer. The Customer is therefore bound by the concluded Assignment / Agreement with the log-in data provided to him.

16. Other provisions

- 16.1 The products of DoorPro may only be installed by experienced and sufficiently instructed technicians. Materials supplied by DoorPro are not intended for use by do-it-yourselfers and apprentice technicians. If the materials are used by do-it-yourselfers and apprentice technicians, this is done at the Customer's own risk.
- 16.2 The Customer enters into a confidentiality clause with DoorPro. The Customer shall not make any statements or publications, in any event called or of any nature whatsoever, about DoorPro, its pricing policy or offer. If it turns out that the Customer has made statements or publications about DoorPro, DoorPro is entitled to impose an immediately due and payable fine in the amount of € 10,000, in addition to the possibility to recover damages of whatever nature from the Customer.

17. Final provisions

- 17.1 The nullity or voidability of any provision of these terms and conditions or of agreements to which these conditions apply, does not affect the validity of the other provisions. DoorPro and the Customer are obliged to replace provisions that are null and void or have been destroyed by valid provisions with as much as possible the same effect as the void or voided provision.
- 17.2 The effect of any international treaty on the purchase of movable tangible property, the effect of which can be excluded between parties, is not applicable and is hereby expressly excluded. More specifically, the applicability of the Vienna Sales Convention 1980 (CISG 1980) is explicitly excluded.
- 17.3 All disputes between DoorPro and the Customer will exclusively be judged by the competent court in the district of Zeeland-West Brabant (the Netherlands).
- 17.4 Only Dutch law applies to all Assignments / Agreements concluded by DoorPro.
- 17.5 If a conflict would arise between the Dutch General Terms and Conditions and a translated version, the Dutch General Terms and Conditions always prevail.
- 17.6 In the event that these General Terms and Conditions and the Order Confirmation contain conflicts of interest, the Order Confirmation will go to the General Terms and Conditions.

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