

# FirePro.

FirePro Benelux

# GENERAL TERMS AND CONDITIONS

This is a free translation of the general terms and conditions of the original Dutch version of the general terms and conditions. Therefore no rights can be derived from it.

These General Standard Conditions of Sale of Fire Safety 4 You / FirePro Benelux are deposited at the Chamber of Commerce.

If desired, these general terms and conditions can be changed in accordance with article 7, per order in consultation with the customer.

Contents of these general terms and conditions relate to:

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**Article 1. Definitions**

- 1.1 "FS4Y" as described in these general terms and conditions means:  
Fire Solutions Benelux BV / FirePro Benelux, office registered at De Stiel 6, 3267 CA, Goudswaard, The Netherlands.
- 1.2 "Customer" as described in these general terms and conditions means:  
The natural person or corporation for the purpose of producing, installation and/or delivery or services will be carried out by FS4Y on the basis of below mentioned general conditions.

**Article 2. Appropriateness of conditions**

- 2.1 These general terms and conditions are applicable to all orders by or in name of FS4Y, agreements for delivery and/or production of matters and/or performing service as well as to delivery and completion unless it is agreed explicit otherwise.
- 2.2 By procuring an order to FS4Y the customer accepts the appropriateness of these general terms and conditions.
- 2.3 In case of contradiction in the conditions of purchase, tender and/or other conditions between the customer and FS4Y, the general terms and conditions of FS4Y will prevail at all times unless explicitly written agreed otherwise.
- 2.4 If it seems that one or more parts of these general terms and conditions are not applicable or contrary to general law regulations other the remaining parts of these general terms and conditions remains applicable unabridged.

**Article 3. Offers**

- 3.1 All offers, notwithstanding if they are made for special offers, in price-lists, catalogues or storage index or any other way, are not binding unless agreed otherwise.
- 3.2 Every agreement, likewise in case and insofar they are concluded by agents/persons being in service with or at FS4Y, will only be brought about after they are confirmed by FS4Y, or someone explicit authorised for it, in written or verbal even if carried out without prior order confirmation. This is also valid for agreements in case and insofar they are concluded by agents being in service with or at FS4Y.
- 3.3 The written order confirmation will be found correct and accepted unless FS4Y receive written objections within 8 days upon sending the order confirmation or returned signed in acceptance.

**Article 4. Prices**

- 4.1 The prices of FS4Y are exclusive sales tax and without discount or deductions unless agreed otherwise. Orders below €500,00 will be charged with an extra amount for administration of €25,00.
- 4.2 Quotations will only be done on the basis of prices being valid at the time the agreement is concluded.
- 4.3 In case that prices are undergoing changes after conclusion of the agreement, FS4Y is authorized to charge on the higher prices to the customer accordingly. It concerns prices regarding materials, raw materials or semi manufactured articles, wages, bonus of all kinds, cargo, taxes, rates of exchange and/or other factors also fixing the price of trade or services.
- 4.4 In case the price increase takes place within three months after conclusion of the agreement customer is authorized to withdraw the order, provided that they this in written to FS4Y within three days after taking notice of the price increase, and to suffice with payment of activities already carried out on the basis of the valid prices before increasing.
- 4.5 The specific determined in article 4.4 is not applicable on price increases whereto FS4Y is obliged to on the basis of legal regulations. For orders amounting to € 5.000,00 or ore 50% will be invoiced after placing the order and 50% after delivery.

**Article 5. Payment**

- 5.1 Unless agreed otherwise, payment is to be carried out either for cash to FS4Y or via transfer to a bank account or giro account to be stipulated by FS4Y at delivery of the items within 30 days upon receipt of invoice or after consultation immediately after services are executed. In some cases wholly or partially prepayment can be demanded.
- 5.2 In case the services to be given or already given by FS4Y consists of, among other things, the education and/or training of persons and/or groups indicated by customer and one or more of these person(s) is or are, for any reason, either illness or other, not able to attend the concerning education and/or training, or a part of it at the data planned, then, nevertheless, customer is bound to pay the agreed compensation for the concerning education and/or training.

**Article 6. Default of customer**

- 6.1** In case the customer does not meet, not meet in time, not meet valid, or only partial meet its payment obligations or any other stipulation of the agreement, or its business is confiscated, or he applies for suspension of payments, or he applies for state of bankruptcy, lost his free charge of the capital, or in case it is decided to go into receivership (liquidation), customer will be in default by right and the total indebted sum is to pay to FS4Y without summons or notice of default irrespective previous agreed payment by instalments.
- 6.2** The amount mentioned in article 5.1 will be raised with an interest deceleration of the legal interest with a minimum of 3% per month calculated from invoice date (a part of a month reckons for a whole month) over the gross invoice amount until the point in time of entire payment.
- 6.3** For the cases meant in article 6.1 FS4Y also has the right to postpone the performance of current agreements, c.q. to dissolve every agreement of the customer entirely or partially, such for the choice of FS4Y without legal intervention. FS4Y is not obliged to pay any compensation to customer, even if the things mentioned, the default or the circumstances can be justified.
- 6.4** If FS4Y is forced to pass on unpaid invoices to third parties who will undertake debts of collection (lawyer, collection agency, process-server, etc.), FS4Y is authorized to charge a compensation amount of 10% of the gross invoice amount (with a minimum of € 1.000,00) to the debtor because of expenses incurred by FS4Y and increased by € 350,00 because of administration costs.
- 6.5** In case a client purchase an installation and fails to involve for the lifetime of the installation a maintenance contract at FS4Y, FS4Y will not be liable for the continued proper functioning of the delivered installation.

**Article 7. Changes in the agreement**

- 7.1** In case that changes are asked for after the order had been placed, or the performance of it should be changed, these changes are to be reported to FS4Y in written and on time. If changes mentioned are given verbally or by telephone the risk for correct performance of things mentioned will be for the account of the customer.
- 7.2** FS4Y reserve t oneself the right of introducing possible price changes due to in the order price on the ground of changes in the order.
- 7.3** It can happen that the agreed delivery time may exceed by FS4Y if changes are introduced in orders which are already placed. FS4Y is not responsible for such delays.

**Article 8. Performance of the agreement**

- 8.1** FS4Y determines the way of the performance of an order by his own account. He has the right on being asked to inform the customer about the way of performance unless this is contrary to the nature of the order.
- 8.2** FS4Y is authorised without the permission of customer to put out the order or parts of the order or to have the job carried out by third parties being not employees of FS4Y in case this means that a good or efficient effect on the performance of the order unless this is contrary to the nature of the order.

**Article 9. Warranty**

- 9.1** An order accepted by FS4Y may refer to the following:
- entire or partially send on secondment;
  - education and training of specific target groups;
  - consultation;
  - provision of services;
  - delivery of matters made by third parties;
  - delivery of matters made by FS4Y;
  - installation and/or work up of matters;
  - or execution of maintenance and repair work;
  - a combination of two or more of the above mentioned activities.
- 9.2** On the delivered matters or parts made by third parties, FS4Y grants no warranty other than the warranty equivalent to the warranty the third party grants to FS4Y.
- 9.3** FS4Y grants warranty on: the delivered matters or parts; the installation, repair and maintenance work already carried out; prepared matters by FS4Y. The warranty is valid for carried out performances and from this arising that FS4Y will take care that possible failures will be repaired as much as possible and/or the delivered matters will be taken back entirely or partially and replaced by a new delivery.
- 9.4** FS4Y grants warranty on provided services and from that FS4Y binds oneself to carry out the services as good as possible.

- 9.5** FS4Y grants warranty, relating to the above mentioned and applicable to every activity related hereto, on performances, existing of a combination of two or more of the activities mentioned in article 9.1 for every of the composed parts of the accepted order.
- 9.6** The warranty obligation is nonexistent when:  
- the faults or incompleteness established are of any other cause than being faults in material or production;  
- in consultation with customer used materials are applied and/or used materials are delivered.
- 9.7** The warranty obligation of FS4Y will be lapsed when:  
- the faults or incompleteness established results from injudicious use;  
- changes are made or effected or repair or work is carried out by third parties;  
- customer did not meet, did not meet on time or entirely to his obligation arising from this agreement then of any coherent agreement;  
- a lack of incompleteness is not reported to FS4Y in writing within 2 working days upon finding it.
- 9.8** FS4Y grants warranty, having regard to the above mentioned, of maximum 12 months after delivery and/or completion and after execution of the agreed activities and/or services, respectively.
- 9.9** FS4Y is only bound to fulfil its warrant obligation there where relating performances were carried out by FS4Y or at the location of FS4Y of somewhere else, depending on the ground of the related performance, or performances to be made, to be determined by FS4Y in consultation with customer depending on the ground of the relating warranty obligation and other circumstances to this case.

At the agreement for any warranty obligation, FS4Y should be asked within 4 working days after finding out a fault or incompleteness, not seen externally, as well as after finding out a fault or incompleteness, being seen externally directly at delivery, for indication when the relating warranty obligation possibly will be fulfilled. In default of this request the warranty obligation falls due irrevocably.

**Article 10. Liability**

- 10.1** Without prejudice of strictly binding statutory provisions, together with the determined under articles 9.1 until 9.9., not be bound to any activity or payment in the case, for what reason ever, damages arise, unless damage is caused by intention or equated to rude fault of the management of FS4Y and/or employees who were responsible for the execution of the performance agreed.
- 10.2** FS4Y is not liable for damages any other than of the delivered, worked up and/or installed good itself.
- 10.3** FS4Y is not liable for damages followed and for damages of necessity to be able to serve the agreed performance.
- 10.4** If FS4Y is liable of some sort of any damage, what not is controlled by our insurance, this liability is restricted to a compensation of maximum € 5.000,00 of the invoice charged or to be charged by FS4Y for the relating performance.
- 10.5** In case the services to be given or already given by FS4Y consists of, among other things, the education and/or training of persons and/or groups indicated by customer, customer will be bound to take care of sufficient covering of insurance, also for the benefit of these persons regarding accidents etc.
- 10.6** FS4Y will never be liable for the costs resulting from the activation of the delivered installation. In order to accommodate the client, FS4Y arrange the possibility for the client to take an insurance at Quorim. This insurance provides for reinstatement and/or filling of the extinguishing components, the reconditioning of the entire plant and bring the installation up and running again.

**Article 11. Termination of the agreement**

- 11.1** Every other agreement other than the one made up indefinitely, ends when they are finished or at the time determined by the parties.
- 11.2** Cancellation of indefinitely agreements are to be executed in written and on time, having regard to a period of notice of at least 3 months.
- 11.3** In case parties agreed a period in which FS4Y has to carry out the services agreed or at least will perform work, both parties are authorised to cancel such an agreement in written, having regard to a period of notice of one calendar month, provided that the date of cancellation does not fall before the end of the minimally agreed period.
- 11.4** All costs, made for and by FS4Y for customer are to be paid up to and including the ending date.

**Article 12. Competition clause**

- 12.1** In no way, customer will exercise influence on or co-operate with an employee working for FS4Y to take up office at him or third parties or to execute work straight for him or third parties. In such a thing immediate payment of a fine of €25.000,00 per infringement can be asked for.

- 12.2** Whenever an employee makes an attempt himself at doing work or services for or via customer other than for FS4Y, customer has to inform FS4Y immediately hereof. In such a thing immediate payment of a fine of €1.500,00 can be asked for.
- 12.3** Before mentioned amounts are claimable directly without legal intervention is needed and without any legal modification being possible.
- 12.4** After ending of dissolution of an agreement with customer the determined in this article remains in force during one year upon ending date.

**Article 13. Force majeure**

- 13.1** FS4Y is not liable for orders placed with FS4Y being not executed, not executed on time or incorrect in case this is the result of force majeure, in the widest sense of it. Force majeure means, disturbances in production process and otherwise, war, rebellion, epidemics, natural catastrophes, fire- and other calamities, difficulties in transport, strike, exclusion, measurements by the authorities, insofar these circumstances have directly effect on a correct execution of the order.
- 13.2** As soon as one of the circumstances mentioned in article 13.1 arise FS4Y will immediately inform customer.
- 13.3** In case FS4Y cannot possibly fulfil this duty, he is authorized to postpone the execution of the order until the circumstances causing the force majeure are gone.
- 13.4** In case fulfilment of FS4Y remains impossible customer is authorised to dissolve the agreement provided that they inform FS4Y in writing within 8 days upon taking notice of it and under the obligation to take over the goods and to pay for the part of the order which is already executed. The same refers to whenever fulfilment of FS4Y is partial impossible however, it is expected that it will take longer than 4 weeks.

**Article 14. Customers obligation to provide information and to cooperate**

- 14.1** Customer will take care that FS4Y is provided with any information needed to execute the order adequately. At the same time customer will provide necessary cooperation to execution of the order.
- 14.2** FS4Y has the right to postpone execution of the order until that moment that customer meets its obligation mentioned in article 14.1.
- 14.3** Customer is bound to pay FS4Y for losses incurred by this delay.

**Article 15. Confidential information**

- 15.1** Parties are, except for legal obligations to publish certain information, obliged to secrecy regarding the confidential information received from the other party and also regarding results arising from this working up these information. Parties will take all reasonable precautionary measures.

**Article 16. Delivery**

- 16.1** Delivery time (and repair and assemblage time) are not binding and will be indicated approximately. Slightly passing of the delivery time which is not caused by intention or being a rude fault of FS4Y can never become a claim for compensation unless the customer explicitly determined that a fatal long delivery time came up for discussion, or if it seems so explicitly in the agreement.
- 16.2** From the moment of delivery of matters for the benefit of customer this take place for its account and risk.
- 16.3** Whenever sold items or offered services of FS4Y, after offering to customer, will not be accepted by customer for reasons not being risk of FS4Y, these goods will remain at his disposal for three weeks. The items will be stored for his risk and account during this period. After ending of the period mentioned FS4Y has the right to ask for fulfilment of the agreement either to dissolve it without legal intervention, without prejudice of FS4Y to claim customer for compensation.
- 16.4** Replaced materials of a repair will be passed on to customer in case this is explicitly determined in the repair order. For the rest it is esteemed that customer implicitly waived these materials in favour of FS4Y and without customer can lay claim to compensation. In case and insofar the opinion of FS4Y being desirably or necessary, FS4Y is authorised to destroy replaced materials or matters.

**Article 17. Standing security**

- 17.1** FS4Y is always authorised, before starting activities or going on with activities and also before delivery or going on to deliver, to ask customer for sufficient security to fulfil payment obligation.

**17.2** In case the desired security will not be procured, or in insufficient way, or the legal form of the customer has been changes FS4Y has the right to dissolve the agreement entirely or partially without legal intervention and to take back already delivered or to be delivered activities/goods. Then customer is obliged to pay the due amount for activities already done or costs for delivery which are already done.

**Article 18. Lien**

**18.1** FS4Y can hold items of the customer which he has in his keeping until payment of all costs of FS4Y for execution of the order are paid. No matter what these orders relate to, on before mentioned or other items of the customer, unless customer has provided enough security for the costs.

**Article 19. Restriction of property**

**19.1** Every delivered or to be delivered items of FS4Y remains property of FS4Y as long as the customer did not pay the invoices relating to the delivered or to be delivered items, invoices relating additional activities as well as possible claims regarding lacks in fulfilment (including indebtedted interests and extrajudicial costs) of the agreement.

**19.2** As long as the delivered items or to be delivered items remains property of FS4Y, like meant in article 19.1, customer is not authorised to alienate, to rent, to pawn or to put at the disposal of third parties under what name ever the before mentioned items.

**19.3** At infringement of customer of the mentioned parts of article 19.2 the direct claimable amount is to be paid to FS4Y in the amount of 1,5 times the amount of the net invoice without prejudice to the right from FS4Y for supplementary compensation.

**19.4** At the time of an agreement for sale and resale with a customer, this customer is bound to either insure the delivered items for damages caused by fire and breaking, theft, embezzlement, liabilities of third parties for own risk and own account until time of entire payment, or being liable towards FS4Y for the entire damages arising from the items mentioned before.

**Article 20. Copyright, industrial restriction of property and reproduction right**

**20.1** Unless explicitly agreed otherwise the design, pictures, descriptions, drawings, models, estimations, programs and calculations etc. procured by or for FS4Y remains property of FS4Y.

**20.2** All vested rights relating to design, pictures, descriptions, drawings, models, estimations, programs and calculations etc. (copyright, model right etc.) are reserved to FS4Y and have to be respected.

**Article 21. Superannuation**

**21.1** All claims of the customer to one of the conditions subject to this agreement become superannuated except for strictly binding statutory provisions, after one year, to be calculated upon the day the items were delivered or had to be delivered than the day activities were fulfilled or had to be fulfilled.

**Article 22. Dispute**

**22.1** To all agreements, the conditions relate to, entirely or partially, are governed by the law of The Netherlands.

**22.2** At possible disputes between the parties which arise from this agreement or which are connected with it or a consequence to it and/or of the general standards and conditions the Dutch judge will be exclusively authorised.

**22.3** As far as the adjudication of before mentioned disputes belongs to the competency of a court of justice, these will be exclusively adjudicated by judges of the county court of Rotterdam.

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