

General (Delivery) terms and Conditions

1. Parties

- 1.1. Supplier: Aerolet (Economic Holland B.V.), established at Het Lentfert 38, 7547SR in Enschede and registered in the trade register of the Chamber of Commerce under number 34302580.1.2.
- 1.2. Purchaser: the party purchasing goods from the Supplier (business agreement, B2B).

2. Definitions

- 2.1. Agreement: any arrangement between Supplier and Purchaser for the delivery of goods by Supplier to Purchaser.
- 2.2. Services of Supplier: the delivery of goods, being medical and rehabilitation equipment, by Supplier to Purchaser.

3. Offers and quotations

- 3.1. Any offer or quotation issued by the Supplier shall remain valid for a minimum period of thirty (30) days from the date of issuance.
- 3.2. Purchaser shall ensure that all information indicated by Supplier as necessary or which Purchaser should reasonably understand to be necessary for the establishment and execution of the agreement, is provided to Supplier in a timely manner. If the offer or quotation is based on information provided by Purchaser, Purchaser guarantees the accuracy, completeness, and reliability of such information. Purchaser remains fully responsible and liable for the consequences of providing incorrect, incomplete, or unreliable information.
- 3.3. Supplier has the right to suspend execution of the agreement until Purchaser has fulfilled the obligation referred to in the previous paragraph.
- 3.4. Images, drawings, dimensions, weights, etc. of the goods provided by Supplier in the context of an offer or quotation are not binding and are intended to give a general impression of the offered goods.
- 3.5. Supplier cannot be held to offers and/or quotations if Purchaser, according to standards of reasonableness and fairness and generally accepted views in society, should have understood that the offer and/or quotation or any part thereof contains an obvious mistake, error, misprint, or typographical error.
- 3.6. A composite price quotation does not oblige Supplier to deliver part of the goods included in the offer and/or quotation or to perform part of the assignment for a corresponding part of the stated price. Notwithstanding the foregoing, if the Supplier fails to deliver all components of a

composite quotation required for the proper functioning of the Goods (e.g., a complete lifter system), the Purchaser shall have the right to refuse partial delivery and cancel the order without penalty.

- 3.7. Offers and/or quotations do not automatically apply to future assignments or repeat orders.

4. Formation of the Agreement

- 4.1. The agreement between Supplier and Purchaser shall in any event be deemed concluded at the moment when:

- a. Purchaser accepts the offer or quotation of Supplier orally, in writing, or by email; or,
- b. Supplier accepts the request or order of Purchaser orally, in writing, or by email; or,
- c. Supplier, with the knowledge of Purchaser, has started execution of the offer or order.

- 4.2. If the acceptance by Purchaser deviates, whether on minor points or not, from the offer of Supplier, the agreement is only formed if Supplier expressly agrees in writing with these deviations.

- 4.3. Changes to the agreement are only valid if and to the extent that they have been agreed upon in writing by the parties. Supplier will carry out the desired changes, provided these are reasonably possible. Changes may result in the agreed delivery period being exceeded by Supplier, which shall be considered force majeure.

5. Applicability of General Terms and Conditions

- 5.1. These general terms and conditions apply to all offers, quotations, transactions, and agreements between Supplier and Purchaser that relate to the Services provided by the Supplier. The applicability of general (purchase) conditions of the Purchaser is expressly rejected.

- 5.2. The Purchaser also unconditionally accepts the applicability of these general terms and conditions for all future transactions between Supplier and Purchaser, as well as for all transactions relating to such orders.

- 5.3. If one or more provisions of these general terms and conditions or of the agreement are null and void or annulled, the remaining provisions of these general terms and conditions or the agreement shall remain fully applicable, and the relevant provision shall be promptly replaced by a provision that approximates the intent of the original provision as closely as possible, in consultation between the parties.

- 5.4. The Purchaser may only invoke deviating provisions and/or its own conditions or provisions if such deviating provisions and/or conditions have been expressly accepted in writing by the Supplier.

- 5.5. The Supplier may amend these general terms and conditions from time to time. Amendments that do not materially affect the rights or obligations of the Purchaser shall take effect thirty (30) days after the Purchaser has been notified in writing. In the event of a material amendment - defined as any change that significantly affects the Purchaser's rights or obligations under this Agreement, including but not limited to pricing, delivery terms, or liability provisions - the Purchaser shall have the right to terminate the Agreement immediately within thirty (30) days of receiving notice of the amendment. Any unsold stock purchased under the previous terms may be returned for a full refund within this period.

6. Delivery

- 6.1. Delivery of the purchased goods shall be made according to the Incoterms agreed between Supplier and Purchaser, as specified in the agreement between the parties or otherwise agreed upon.
- 6.2. At the request of the Purchaser, the Supplier may insure the goods, but only after acceptance by the Supplier's insurer. The costs of the insurance shall be charged to the Purchaser.
- 6.3. The delivery times stated by the Supplier are indicative and shall not be considered strict deadlines, unless expressly stated otherwise in the agreement. Exceeding the delivery times stated by the Supplier does not constitute a attributable failure by the Supplier, nor is it grounds for termination of the agreement, and does not give the Purchaser the right to refuse receipt of the goods or claim damages. However, if delivery is delayed by more than 14 days beyond the indicative date, the Purchaser reserves the right to cancel the order without penalty. In such cases, the Purchaser shall not be liable for payment
- 6.4. If the Purchaser refuses to accept the goods or fails to provide information or instructions necessary for the delivery of the goods, the Supplier is entitled to store the goods at the Purchaser's expense and risk.
- 6.5. The Supplier shall at all times be entitled to deliver cash on delivery (COD) if, at the Supplier's sole discretion, this is deemed necessary. In case of refusal of a COD delivery, the Purchaser is obliged to pay all costs resulting from such refusal.

7. Execution of the Agreement

- 7.1. The Supplier has the right to have (part of) the work performed by a person or third party designated by the Purchaser, without prior notice to and explicit consent from the Purchaser.
- 7.2. If, during the term of the agreement, services are performed for the benefit of the Purchaser that do not fall under the services covered by the agreement, these services shall be deemed to have been performed pursuant to separate agreements. Any resulting additional costs shall be borne by the Purchaser.

8. Prices

- 8.1. The prices in the Supplier's offers/quotations are exclusive of VAT and other government levies, as well as any costs to be incurred in connection with the agreement, unless otherwise agreed or stated.
- 8.2. The prices in the Supplier's offers/quotations are without obligation and may be changed by the Supplier without prior notice, for example (but not limited to) if after the moment of offer/quotation the purchase prices, wages, or other costs have increased.

9. Payment

- 9.1. Payment of invoices shall be made in the manner and currency specified on the invoice or otherwise agreed upon. Deduction, discount, or set-off by the Purchaser is not permitted, except as required by mandatory law.
- 9.2. Complaints regarding the invoice must be reported to the Supplier within 8 days of receipt. Partial dispute of the invoice shall not suspend the Purchaser's payment obligation with respect to the undisputed portion.
- 9.3. If the Purchaser fails to pay within the agreed payment term, the Purchaser shall be in default by operation of law. The Purchaser shall owe interest on the overdue amount for the period of default, equal to the statutory commercial interest rate applicable at that time. All costs associated with judicial or extrajudicial collection shall be borne by the Purchaser. Extrajudicial collection costs are set at 15% of the invoice amount, with a minimum of €250 per invoice.
- 9.4. Payments made shall first be applied to costs, then to outstanding interest, and finally to the principal amount of the oldest invoice.
- 9.5. In the event of exceeding a payment term, the Supplier is entitled to suspend further deliveries to the Purchaser until the Purchaser has fully fulfilled all obligations under all agreements concluded with the Supplier.

10. Retention of Title

- 10.1. The goods delivered by the Supplier shall remain the property of the Supplier until the Purchaser has fully paid the invoice for the respective order. Ownership of the goods included in that specific order shall transfer to the Purchaser immediately upon full payment of the corresponding invoice.
- 10.2. Goods delivered by the Supplier may only be resold in the normal course of business. In the event of resale, the Purchaser undertakes to likewise deliver under retention of title. The Purchaser is not authorized to pledge or otherwise encumber the goods subject to retention of title.

- 10.3. The Purchaser undertakes to insure and keep insured the goods delivered under retention of title against loss, damage, and theft, and to present the insurance policy for inspection to the Supplier upon first request.
- 10.4. In the event that the Supplier wishes to exercise its ownership rights, the Purchaser hereby irrevocably authorizes the Supplier to enter the premises where the Supplier's property is located and to retrieve such goods.

11. Complaints and Warranties

- 11.1. Complaints or claims regarding the purchased goods must be reported in writing by the Purchaser to the Supplier within 30 days after the date of delivery. If complaints or claims are not communicated to the Supplier within the aforementioned period, the goods shall be deemed to have been received in good condition.
- 11.2. Complaints or claims do not suspend the Purchaser's payment obligation.
- 11.3. Legal proceedings must be initiated within one year after the first written notification. Late notification or late initiation of legal proceedings shall result in the forfeiture of all rights and claims of the Purchaser related to the respective complaint.
- 11.4. If, in the Supplier's opinion, a complaint is justified, the Supplier shall be entitled, at its own discretion, either to adjust the invoice amount, to redeliver the relevant goods, or to refund the price paid in whole or in part. The Supplier shall at all times have the right, if and insofar as possible, to undo or limit the Purchaser's damages by repair or improvement of the order.
- 11.5. The warranty provisions set out in this Article, including the extended warranty period for the Aerolet toilet lift, shall apply to all products delivered by the Supplier on or after 1 January 2026. For products delivered prior to 1 January 2026, the warranty period applicable at the time of delivery shall apply, being a warranty period of two (2) years for the Aerolet toilet lift. Supplier provides a warranty on the delivered goods as follows:
- a warranty period of five (5) years for the Aerolet toiletlift;
 - a warranty period of two (2) years for the Easylet toiletlift.
 - a warranty period of two (2) years for the EasyUP support arms.

The warranty covers defects resulting from material and manufacturing faults, including but not limited to:

- motors and electronic components;
- actuators, up to a maximum of 10,000 operating movements;
- mechanical defects;
- functional defects;
- reasonable support in the event of defects occurring within the warranty period.

The warranty does not apply to wear parts or defects resulting from normal wear and tear, improper use, incorrect installation, modifications not approved by the Supplier, or failure to perform maintenance in accordance with the Supplier's prescribed maintenance instructions. Correct and timely execution of maintenance as prescribed by the Supplier is an explicit condition for the validity of the warranty. To the extent applicable, the Supplier may make use of manufacturer warranties. If a manufacturer rejects a warranty claim, the Supplier shall not be liable for compensation or damages beyond the obligations expressly stated in this article. No warranties other than those explicitly stated in this article are provided.

- 11.6. The Supplier must be given the opportunity to investigate the complaint or claim. Return of delivered goods in connection with a complaint or claim shall be at the Purchaser's expense and risk.

12. Liability

- 12.1. Without prejudice to the warranty provisions set out in Article 11.5, the Supplier warrants that the goods shall, during the applicable warranty period, conform to the agreed specifications and be free from material defects. In the event of a defect, the Supplier shall, at its option, either (i) repair the goods, (ii) replace the goods, or (iii) refund the invoice value of the goods. The Supplier's liability under this clause shall be limited to the invoice value of the affected goods. This limitation shall apply notwithstanding any other provisions, except for mandatory statutory liability under applicable law.
- 12.2. Any liability of the Supplier under this Agreement, except for mandatory statutory liability, shall be limited to the invoice value of the goods giving rise to the claim, excluding VAT.
- 12.3. The Supplier is never liable for:
- indirect damage, including (but not limited to) consequential damage, lost profits, missed savings, personal injury, immaterial damage, and damage due to business interruption;
 - failure to comply with the obligations of the Purchaser as set forth in these terms and conditions;
 - provision of incorrect or incomplete data or information by the Purchaser to the Supplier, or any other damage resulting from acts or omissions of the Purchaser;
 - failure to follow advice and/or instructions from the Supplier;
 - unsatisfactory results.
- 12.4. The Purchaser shall indemnify and hold harmless the Supplier against claims from third parties except for claims arising from defects in the Goods (Product Liability) or the Supplier's own negligence or wilful misconduct. In the event the Purchaser is required to assist the Supplier in relation to such claims, the Supplier shall bear all reasonable costs incurred in connection with such assistance.
- 12.5. The Supplier is never liable for damage suffered by the Purchaser or third parties resulting from acts or omissions of auxiliary persons or third parties engaged by the Supplier, even if these persons work for an organization affiliated with the Supplier, except for mandatory provisions

regarding consumers. In such cases, the Purchaser must address these auxiliary persons or engaged third parties directly.

- 12.6. A claim for damages must be submitted to the Supplier no later than 30 days after the Purchaser has discovered or reasonably could have discovered the damage, failing which the right to compensation shall lapse.
- 12.7. If the Supplier makes an obvious mistake during the execution of the agreement that is apparent to the Purchaser, the Purchaser is obliged to notify the Supplier immediately after discovering or reasonably being able to discover the mistake. If the Purchaser fails to notify the Supplier of this mistake, the Supplier is not liable for the damage.
- 12.8. The limitations of liability set forth in this article do not apply if the damage is due to intent or gross negligence by the Supplier or if mandatory legal provisions prohibit such limitations.

13. Suspension and Termination

- 13.1. If the Purchaser (i) is declared bankrupt or a request for bankruptcy has been filed with the court, (ii) is granted or has applied for (provisional) suspension of payments, (iii) ceases or liquidates its business, (iv) is subjected to enforcement seizure, (v) is placed under guardianship or administration, or (vi) otherwise loses the power of disposition or legal capacity regarding its assets or parts thereof, the Supplier has the right to suspend the fulfilment of all its obligations towards the Purchaser and/or to dissolve the agreement with the Purchaser wholly or partially without any notice of default or judicial intervention, without prejudice to other rights of the Supplier under the agreement or by law.
- 13.2. Furthermore, the Supplier has the right to suspend the fulfilment of all its obligations towards the Purchaser until all due claims against the Purchaser have been satisfied, if:
 - a. The Purchaser fails to fulfil the obligations under the agreement, either wholly or partly;
 - b. After entering into the agreement, circumstances come to the Supplier's attention giving good reason to fear that the Purchaser will not fulfil its obligations. If there is good reason to fear that the Purchaser will only partially or improperly fulfil its obligations, suspension is only permitted to the extent justified by the shortcoming;
 - c. The Purchaser was requested to provide security for the fulfilment of its obligations under the agreement at the time the agreement was concluded, and such security is not provided or is insufficient.
- 13.3. Furthermore, the Supplier is entitled to (cause) dissolution of the agreement if circumstances arise that make performance of the agreement impossible or cannot reasonably be demanded according to standards of reasonableness and fairness, or if circumstances arise such that the continued unchanged maintenance of the agreement cannot reasonably be expected.

- 13.4. If the agreement is dissolved, the Supplier's claims against the Purchaser become immediately due and payable. If the Supplier suspends the performance of its obligations, it retains its claims under the law and the agreement.
- 13.5. Dissolution shall take place by means of a written notification, without judicial intervention. Written notification also includes email.

14. Cancellation and Termination

- 14.1. The order may only be cancelled by the Purchaser in writing. "In writing" also includes by email.
- 14.2. In the event of cancellation of the order, the Purchaser shall in all cases pay 25% (twenty-five percent) of the total order amount to the Supplier, without prejudice to the Supplier's right to full compensation if the actual damage is higher. The 25% cancellation penalty shall apply only if the order is cancelled after production has commenced. If cancelled prior to production, no penalty shall apply.
- 14.3. For customized products or items outside the standard range, cancellation is not possible after production has been initiated. Upon conclusion of the agreement, the Supplier will explicitly indicate whether (a part of) the order concerns a customized product.
- 14.4. The Purchaser shall be liable towards third parties for the consequences of the cancellation and shall indemnify the Supplier against any resulting claims by such third parties.

15. Force Majeure

- 15.1. The Supplier shall not be obliged to fulfil any obligation if hindered due to force majeure. In addition to what is understood in law and case law, force majeure shall include, but is not limited to: war, terrorism, import or export bans, government measures that complicate or make the execution of the agreement more expensive, strikes, fire, and epidemics.
- 15.2. The Supplier may also invoke force majeure if such circumstances occur at the manufacturer, importer, or other intermediary from whom the Supplier obtains the goods.
- 15.3. If the force majeure situation lasts longer than two months or is of a permanent nature, both parties are entitled to terminate the agreement with immediate effect by means of written notice, without judicial intervention, and without either party being entitled to any compensation.
- 15.4. If, at the time the force majeure arises, the Supplier has already partially fulfilled its obligations under the agreement or can still fulfil them, the Supplier is entitled to invoice the part already performed or to be performed separately. The Purchaser shall be obliged to pay this invoice as if it were a separate agreement.

16. Confidentiality and Privacy

- 16.1. Both parties are obligated to keep confidential any information received in connection with the assignment, unless disclosure is required by law or regulation or is necessary in the context of dispute resolution. Information shall be considered confidential if indicated as such by the other party or if this is evident from the nature of the information.
- 16.2. The data and information provided by the Purchaser to the Supplier, as well as any information the Supplier collects, shall be handled with care and confidentiality by the Supplier.
- 16.3. The Supplier may only use personal data received from the Purchaser in the context of delivering its services or handling a complaint. The Supplier is not permitted to lend, rent, sell, or otherwise disclose the Purchaser's personal data.

17. Applicable Law and Disputes

- 17.1. The court in the district where the Supplier is established shall have exclusive jurisdiction to hear any disputes between the Supplier and the Purchaser, unless mandatory legal provisions dictate otherwise.
- 17.2. All legal relationships between the Supplier and the Purchaser to which these general terms and conditions apply shall be governed by Dutch law. The applicability of the Vienna Convention on the International Sale of Goods (CISG) is expressly excluded.