

GENERAL TERMS AND CONDITIONS OF SWEGON NEDERLAND B.V.

with its registered office at Tienenstraat 19 in Waalwijk (The Netherlands) and its affiliated companies.
Registered with the Chamber of Commerce of Brabant (Tilburg) under the number 17260502.

In these General Terms and Conditions, Swegon NL is understood to mean Swegon Nederland B.V., Waalwijk, including Holland Conditioning Parkeersystemen B.V. - Waalwijk (trading under the name of HC PS, as well as HC TS), HC KP B.V. - Waalwijk, Barcol-Air B.V. - Purmerend (trading under the name of Barcol-Air), Inatherm B.V. - Waalwijk (trading under the name of Inatherm), Liberty Air Handling B.V. / Rosenberg Ventilatoren B.V. - Den Dolder (trading under the name of Rosenberg NL, Rosenberg Ventilatoren, Liberty Air Handling as well as Liberty Air Handling Units), Parking Ventilation Equipment Ltd - Brighthouse UK (trading under the name PVE) as well as the companies currently or in the future affiliated with these entities. Supplementary specific terms and conditions apply to UltimAir B.V. - Berkel en Rodenrijs (NL). These General Terms and Conditions relate to sales, delivery, installation /assembly, service and maintenance.

1. Definitions

The following terms in these General Terms and Conditions have the following meanings:

- Swegon NL: HC PS, HC KP, PVE, Barcol-Air, HC TS, Inatherm, Rosenberg NL, Rosenberg Ventilatoren, Liberty Air Handling Units and Liberty Air Handling and companies currently or in the future affiliated with these entities.
- Quotation: a written offer submitted by Swegon NL, prior to the conclusion of a contract or otherwise, containing an estimate of the activities to be carried out and/or the Products to be delivered and the associated costs.
- Delivery: in the event of movable property, the actual provision of the property to the Customer or end user, and in the event of services, the completion of the services.
- Customer: in these General Terms and Conditions, the 'customer' is the client or buyer who concludes or wishes to conclude a contract with Swegon NL, or to whom Swegon NL submits an offer for a Delivery or work;
- Product(s): movable property, proprietary rights or parts thereof sold and delivered by Swegon NL to the Customer and/or services supplied by Swegon NL, such as installation/assembly, software, maintenance, service, repairs, advice, and inspection.

2. Applicability of General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all Quotations provided by Swegon NL and to all contracts concluded by Swegon NL with the Customer relating to Product(s), as well as to all payments made to Swegon NL. Stipulations to the contrary are only binding on Swegon NL if accepted by Swegon NL and solely for the contract to which the acceptance relates.
- 2.2 The general procurement or other terms and conditions of the Customer are never applicable to the contract between Swegon NL and the Customer, and are hereby expressly rejected.

3. Intellectual property

- 3.1 The original owner of any movable property, models, drawings, documents and information etc. that is or are subject to intellectual property rights shall retain those intellectual property rights when the Customer makes these items available to Swegon NL. The Customer undertakes to treat all know-how, documents, information carriers and information, etc. received from Swegon NL as confidential and to respect all intellectual property rights.
- 3.2 The Customer is obliged to indemnify Swegon NL against and compensate Swegon NL for any claims for compensation that third parties may lodge against Swegon NL when the loss incurred by third parties is caused by an infringement of patent rights and/or copyright resulting from the use of drawings, data, materials, parts, or the use of methods, that have been issued to Swegon NL by or on behalf of the Customer or have been prescribed by or on behalf of the Customer for the execution of the order.

4. Formation of contract

- 4.1 All Quotations incorporate an offer that on mutual acceptance results in the conclusion of a contract, and serve as an invitation to enter into negotiations.
- 4.2 All Quotations provided by Swegon NL are without obligation, including those specifying a term for acceptance; any such term never purports to bind Swegon NL to the specified term. Swegon NL is entitled to revoke an offer that it has made and which has been accepted by the recipient within 2 working days after the receipt of the acceptance. Swegon NL will only be bound after written confirmation of the order.
- 4.3 If Swegon NL has not supplied a Quotation, a contract will only be concluded after Swegon NL has received and confirmed the order.
- 4.4 Images, drawings, weight information, technical specifications and other information included in prospectuses, catalogues, circular letters, advertisements and price lists that Swegon NL makes known to the Customer together with or after the provision of the Quotation or the order confirmation are of an estimative nature and are only binding when expressly agreed in writing.
- 4.5 The Customer may not transfer any of its rights or obligations in respect of Swegon NL to third parties without prior written consent from Swegon NL. This clause has an effect under property law.
- 4.6 The Delivery of Products not specified in the Quotation/order confirmation results in additional work. The costs associated with these additional-work Products are charged separately at the customary prices and/or hourly rates. The Customer accepts that additional work may result in the agreed delivery time/times being exceeded and that the Customer will not be entitled to any claim for a penalty and/or compensation in this case.
- 4.7 Swegon NL is entitled to carry out additional work only after having received a written order for the performance of the work from the Customer. The consequences of the failure to issue the order in time are at the risk and expense of the Customer.
- 4.8 All prices quoted by Swegon NL are exclusive of turnover tax (VAT) unless expressly indicated otherwise.
- 4.9 A small-order surcharge of EUR 50 is charged on orders below EUR 300.

5. Contracting of work

In addition to the other provisions of these General Terms and Conditions, the following provisions specifically apply to the contracting of work:

- 5.1 Quotations, acceptances of offers, revocations of acceptance and confirmations of orders are also governed by Articles 4.1 and 4.2 of these General Terms and Conditions.
- 5.2 All prices offered by Swegon NL are exclusive of turnover tax (VAT) unless expressly indicated otherwise.
- 5.3 Any changes to the order will be settled on the basis of contract variations. If contract variations lead to a contract reduction, the Customer will be charged 10% of the price reduction as compensation for costs incurred and for lost profit, at the sole discretion of Swegon NL.
- 5.4 Instalments must be paid according to the progress of the work. Payments in instalments shall be made as stated in the Quotation provided by Swegon NL, unless explicitly agreed otherwise in writing.
- 5.5 No compensation of any kind shall be due for a delay in the delivery and/or completion period that cannot be attributed to Swegon NL. In the event of late delivery which is attributable to Swegon NL, Swegon NL can only be in default after having been given notice of default and having remained in default after the stipulated period.
- 5.6 In the event of any changes in the performance costs and/or costs of materials after the provision of the Quotation, the parties are entitled to a setoff. Wage cost changes shall be setoff with due observance of the regulations laid down by the government and in accordance with the relevant guidelines issued by the trade association of the sector to which Swegon NL belongs. Changes in costs of materials shall be setoff on the basis of information from the relevant suppliers. Any changes in costs of materials shall be expressed as a percentage of the costs of materials applicable on the date of the quotation. Changes in costs of materials are deemed to be the differences in invoice prices arising between the date of the offer and the date on which the work is carried out.
- 5.7 The work is regarded as having been delivered when the work has been approved or deemed to have been approved. The work is deemed to have been approved if and as soon as the Customer has informed Swegon NL, without first carrying out an inspection and approving the work, that it deems the work to have been completed, or the Customer or third parties start to use all or part of the work, or the Customer has failed to cooperate in the inspection of the work within eight days after Swegon NL has notified the counterparty that the work has been completed.

6. Prices and payment

- 6.1 Every invoicing schedule is agreed subject to the suspensive condition that information to be obtained indicates that the Customer is creditworthy. Swegon NL is at all times entitled to require the Customer to furnish security to its satisfaction for the timely and complete fulfilment of the Customer's payment and other obligations. Swegon NL shall place its payment claims with a credit insurance company to the extent possible. Any further conditions set by the credit insurance company apply in full to the Customer, even if this results in the contract being cancelled. In such case, the consequences will be at the risk and expense of the Customer.
- 6.2 Failure on the part of the Customer to take delivery of the Products and to offer Swegon NL the opportunity to carry out the agreed work does not affect the payment obligation of the Customer.
- 6.3 If the Customer fails to fulfil a payment obligation by the due date, the Customer will immediately be in default, without notice of default being required. In this case, the Customer will be liable for all loss incurred or to be incurred by Swegon NL.
- 6.4 If the Customer fails to pay in time, the Customer, without any demand or notice of default being required, shall owe interest on the outstanding amount of the principal that is equal to the statutory commercial interest rate (pursuant to Book 6, article 119a of the Dutch Civil Code). The collection costs, both in and out of court, shall be borne by the Customer.
- 6.5 Payments made by the Customer shall first be offset against any interest liabilities, then any collection or other costs and, finally, against any outstanding amount of the principal, unless Swegon NL expressly states a different sequence.

7. Delivery

- 7.1 The agreed delivery times are approximate and can never be regarded as deadlines. Consequently, should delivery not take place in time, Swegon NL must be given written notice of default.
- 7.2 Unless agreed otherwise in writing, delivery shall be free on truck in the Netherlands (with the exception of the Wadden Islands). The cost of unloading the Products is not included in the price. In addition to arranging for the unloading at the delivery location, the Customer shall also need to arrange, at the expense of the Customer, for horizontal and vertical transport. The deliveries of Liberty Air Handling (Rosenberg Ventilatoren) shall be made ex works, unless otherwise agreed.
- 7.3 The Customer is obliged to accept delivery of Products for which an order was placed with Swegon NL at the agreed delivery time.
- 7.4 If the Customer refuses to accept delivery, temporarily refuses to accept delivery, or fails to provide the information or instructions required to make the delivery, the Products will be stored at the risk and expense of the Customer. The Customer shall then reimburse Swegon NL for all supplementary or other costs.
- 7.5 The delivery time is based on the circumstances that were known at the time that the contract was concluded and on the timely delivery of the Products ordered by Swegon NL for the performance of the contract. In the event that, through no fault of Swegon NL, a delay occurs
 - (i) as a result of a change in the working circumstances referred to above, or
 - (ii) as a result of a delay in the delivery of materials that have been ordered in good time by Swegon NL for the performance of the work, the Customer and Swegon NL agree that the delivery time shall be extended accordingly as necessary.

GENERAL TERMS AND CONDITIONS OF SWEGON NEDERLAND B.V.

with its registered office at Tielstraat 19 in Waalwijk (The Netherlands) and its affiliated companies.
Registered with the Chamber of Commerce of Brabant (Tilburg) under the number 17260502.

7.6 The delivery times stated by Swegon NL are not deadlines. Swegon NL shall only be in default has after having been given written notice of default after the expiry of the agreed delivery time, or extended delivery time pursuant to Article 7.5, and the reasonable period that it was granted for the fulfilment of its obligations has expired without fulfilment. This also applies for in the case of default at law, and therefore without the necessity of notice of default or written demand or notification.

7.7 A delay in the delivery time does not entitle the Customer to instruct third parties to fulfil the obligations without

- (i) prior written consent from Swegon NL, or
- (ii) furnishing a final judgment to this effect.

7.8 A delay in a delivery time never entitles the Customer to any compensation or to the dissolution of the contract or to any other action against Swegon NL.

8. Non-attributable shortcomings (force majeure)

8.1 In these General Terms and Conditions, force majeure is taken to mean every circumstance that arises outside the control of a party, even when this could already have been foreseen at the time of the formation of the contract, and which either temporarily or permanently prevents the performance of the contract. Examples include shortage of labour, shortage of raw materials and consumables required for manufacturing the Products, strike, transport strike, hindrance or an accident during transport, war, threat of war, riots, wilful damage, fire, water damage, flooding, sit-down strike, lockouts, energy, earthquake, interruption of operations or production disruption.

8.2 If Swegon NL is temporarily prevented from fulfilling its obligations due to circumstances arising through no fault and outside the control of Swegon NL following the conclusion of the contract, Swegon NL will be entitled to suspend the performance of the contract during the period in which it is prevented from fulfilling its obligations.

8.3 If Swegon NL has already fulfilled part of its obligations or is only able to fulfil part of its obligations at the time the force majeure event occurs, Swegon NL will be entitled to separately invoice the part of the work that has already been delivered or as the case may be performed/assembled, and the Customer will be obliged to pay this invoice as though the invoice related to a separate contract.

8.4 If Swegon NL is permanently prevented from fulfilling its obligations due to circumstances as referred to under 8.1 and these circumstances are not imputable to Swegon NL, each of the parties will be entitled to dissolve the contract for the part that has yet to be performed at the time and Swegon NL will be entitled to charge the Customer for the costs it has incurred.

9. Risk transfer

9.1 All risks relating to Products to be delivered by Swegon NL are transferred to the Customer at the time of delivery. When the Products are stored at Swegon NL because the Customer has altered the delivery date to a later date, the warranty period commences at this time (see Article 11.5).

9.2 Products that Swegon NL will deliver carriage paid, as evidenced by written confirmation, are transported at the risk and expense of Swegon NL. The risk of wilful damage is always borne by the Customer.

9.3 Products that are delivered other than carriage paid are transported at the full risk and expense of the Customer. The Customer must take out adequate insurance to cover this risk.

9.4 The provisions of Articles 9.1 and 9.2 apply in full to any transports carried out by Swegon NL.

10. Retention of title and right of retention

10.1 As long as the counterparty has not paid the full amount of the claim and any additional costs, as well as any claim for compensation made by Swegon NL due to a shortcoming attributable on the part of the Customer, or has furnished satisfactory security, Swegon NL retains the legal title to the Products. In the absence of stipulations to the contrary as referred to in Article 2.1 of these General Terms and Conditions, Swegon NL also retains the legal title to the Products as long as the counterparty has not fulfilled its existing obligations arising from the contracts pursuant to which Swegon NL has, in addition to the delivery, carried out work or will carry out work, or arising from the Customer's failure to fulfil the obligations of a contract as aforementioned in respect of Swegon NL, or has furnished satisfactory security. The legal title is transferred to the Customer as soon as the Customer has fulfilled its aforementioned obligations in respect of Swegon NL.

10.2 For the application of the provisions of the first paragraph of this Article, unless otherwise agreed, every payment within the meaning of Article 2.1 of these General Terms and Conditions that could be allocated to two or more obligations of the Customer in respect of Swegon NL shall in the first place be allocated to the obligation or obligations designated by Swegon NL to which the retention of title as referred to in paragraph 1 of this Article is not applicable. Payment statements and demands, etc., issued by or on behalf of Swegon NL cannot be regarded as a designation as referred to in the previous sentence, unless Swegon NL expressly states otherwise.

10.3 If Swegon NL has serious doubts about the Customer's payment capacity, Swegon NL will be entitled to suspend its work until the Customer has furnished satisfactory security for the payment. The Customer is liable for the loss incurred by Swegon NL and others due to this delay.

10.4 Until such time as the delivered Products have been paid for in full, the Customer is not entitled to sell on the Products, deliver them or modify them, or otherwise transfer the Products, on whatever ground, without charge, in use or otherwise, to a third party or make the Products available to a third party.

10.5 Swegon NL is entitled to suspend the fulfilment of its obligation to deliver – has the right of retention – until the amount owed to Swegon NL has been paid in full.

10.6 If Swegon NL is unable to invoke its retention of title because the delivered Products have been combined or transformed, the Customer will be obliged to pledge the newly formed goods to Swegon NL promptly upon request and to cooperate in the establishment of a right of pledge. The Customer agrees in advance to the preparation of any deed that may be required for this purpose and shall provide its full and unconditional cooperation in the preparation thereof.

11. Liability/warranties

11.1 The liability of Swegon NL for shortcomings in the work or the Product expires after the day on which the work, pursuant to the provisions of Article 5.7 of these General Terms and Conditions, is regarded as having been delivered, or when the Product has been delivered and, where applicable, been put into service.

11.2 There are exceptions to the provisions of Article 11.1 if:

- the event referred to in Book 7, article 760, paragraph 1 of the Dutch Civil Code (faulty performance of the work) arises;
- the work or any part thereof contains a hidden defect caused by the fault of Swegon NL, its supplier, subcontractor or its personnel, and Swegon NL was notified of such hidden defect within a reasonable period after its discovery.

11.3 A defect as referred to in Article 11.2 can only be regarded as a hidden defect when, notwithstanding the close supervision during the performance and inspection of the work by the Customer's site management, it would not have been reasonably possible to discover the defect.

11.4 The right of action on account of a hidden defect is not allowable if it is instituted after 5 years after the day referred to in Article 11.1 have elapsed.

11.5 Swegon NL provides a warranty of twelve months from delivery. However, after the first 6 months the labour costs and call-out costs incurred when carrying out repairs or replacement work will be charged; proper maintenance during the warranty period is also a condition to be met for any claim under warranty.

11.6 The obligations on the part of Swegon NL arising from this Article lapse if:

- the Customer modifies or repairs the Product, or has third parties other than third parties designated by Swegon NL carry out these modifications or repairs;
- the Customer works with or maintains the delivery in an incompetent manner;
- the Customer does not arrange for proper maintenance by an organisation authorised to perform such maintenance work;
- the Customer fails to fulfil any of the obligations arising from the contract concluded with Swegon NL;
- the Customer continues to be in default in the fulfilment of any obligation pursuant to the contract (including payment obligations).

11.7 Swegon NL is never obliged to compensate for consequential and/or trading loss arising from any cause whatsoever, including a delay in the delivery of the work, unless and to the extent that the liability of Swegon NL is insured and the insurance company provides cover. Moreover, the liability of Swegon NL for consequential and/or trading loss is limited to the amount of the agreed order.

11.8 Swegon NL is not obliged to make any payment to the Customer in the event of the loss or theft of or damage to the Products, unless such has been caused by intent or gross negligence on the part of Swegon NL.

11.9 In all cases in which Swegon NL is entitled to invoke the above, any of its employees who are held liable are also entitled to invoke the above.

11.10 The Customer is obliged to take out insurance or building insurance against fire and storm damage for the objects to which the order relates; Swegon NL can never be held liable for any such loss.

11.11 If Swegon NL is a subcontractor, the Customer will bear the risks of misappropriation, fouling, fire or damage, relating to the Products, tools or materials of Swegon NL, once these arrive at the site of the work.

11.12 Swegon NL is not obliged to carry out work that the Customer does not wish to have carried out in accordance with the standards and guidelines of Swegon NL: if Swegon NL – in spite of warning the Customer – nevertheless carries out the work in question, Swegon NL will not be liable for the work carried out on these grounds.

11.13 Swegon NL is not liable for any defects that arise as result of the use of materials supplied by the Customer or the use of materials prescribed by or on behalf of the Customer, or for any loss resulting from the work or the delay in the performance of the work, unless it expressly states that it will release the Customer from the aforementioned liability. Swegon NL is entitled to recover the loss incurred from the Customer.

12. Planning, transport and assembly

The Customer is obliged to create the following preconditions – which specifically relate to the construction location – and undertakes the following obligations:

12.1 Swegon NL can only begin its preparatory work and the performance of the work once the Customer has provided it with a written order for the work which Swegon NL has accepted, together with all the final structural and installation drawings, in DWG format, required for the performance of the work. These drawings need to show at least all the dimensions for the connections to structural components such as walls, opening, ceilings, and façades. If third parties are to install Swegon NL equipment, the position of the equipment to be installed, the facilities with the accompanying legend and Product information sheets, and the connection points on third-party equipment also need to be provided. The planning is agreed jointly in writing before contracting the work. Swegon NL is not liable for the financial or other consequences of any changes to the planning made by the Customer or third parties after the work has been contracted.

12.2 The Customer shall ensure that the Swegon NL personnel can begin their work immediately and without delay on their arrival at the location of the work, and that they can carry out their work during regular working hours and, if so agreed, outside of regular working hours.

12.3 Unless agreed otherwise in writing, delivery shall be free on truck in the Netherlands (with the exception of the Wadden Islands). The cost of unloading the Products is not included in the price. In addition to arranging for the unloading at the delivery location, the Customer shall also need to arrange, at the expense of the Customer, for horizontal and vertical transport.

12.4 If vertical transport is involved, lifts and cranes will need to be available, free of charge, that can handle pallets with dimensions of 2500 x 1200 millimetres (L x W) and bundles to a maximum length of 4500 millimetres. If horizontal transport is involved, a wall opening of suitable dimensions will be required which has been equipped with a safe loading and unloading facility that is suitable for the use of pallets and pallet trolleys.

GENERAL TERMS AND CONDITIONS OF SWEGON NEDERLAND B.V.

with its registered office at Tielenstraat 19 in Waalwijk (The Netherlands) and its affiliated companies.
Registered with the Chamber of Commerce of Brabant (Tilburg) under the number 17260502.

- 12.5 It is assumed that any suspension points, where applicable, shall be located where they can be accessed from standard working platforms, with a maximum working height of 4 metres.
- 12.6 Where applicable, the Customer shall provide adequate assistance in unloading and storing deliveries of materials.
- 12.7 A dry, secure lockable area must be available for the storage of materials and auxiliary materials.
- 12.8 If materials are to be delivered in containers, a spacious, readily accessible, and level area will need to be available where all the relevant containers can be placed.
- 12.9 The Customer shall erect any scaffolding required for working heights of more than 4 metres, ready for use, and shall dismantle the scaffolding after use.
- 12.10 All the necessary and customary assistance, tools, materials and machines (including fuel, cleaning facilities, site hut, gas, water, lighting, power, compressed air and steam supplies and accessories) as well as the test and measuring equipment that is customarily in use at the company of the Customer or end user shall be made available to Swegon NL at the workplace in good time.
- 12.11 All the aforementioned shall be made available by the Customer in good time and without charge.
- 12.12 The areas/underground car parks where the work is to be carried out shall be vacant, clean, weatherproof, well-lit and readily accessible, i.e. ready for the work.
- 12.13 Where relevant, reference and/or grid lines shall be applied and/or floor heights and gradients shall be measured out before Swegon NL begins its work.
- 12.14 Where relevant, walls and ceilings shall be finished such that the work can be carried out without any need for a pretreatment. The Customer bears the express responsibility for the suitability of the substrate for the agreed work.
- 12.15 The Customer shall ensure that the necessary safety and precautionary measures have been taken and are observed so that the statutory regulations and supplementary instructions/conditions prescribed by Swegon NL are met.
- 12.16 The Customer bears the risk and expense of construction waste and shall provide for sufficient storage of the waste and its disposal.
- 13. Software**
- 13.1 The Customer warrants that the documentation and information made available to Swegon NL and their use does not infringe any third-party rights, however named. The Customer indemnifies Swegon NL against all third-party claims in this respect.
- 13.2 Swegon NL retains all intellectual property rights to all software, information and/or know-how that Swegon NL makes available to the Customer.
- 13.3 The Customer may not make software, information and/or know-how received from Swegon NL available to third parties or have this made available to third parties (free of charge or for a consideration) without written permission from Swegon NL.
- 13.4 The Customer acquires solely the right of use of the software made available by Swegon NL.
- 13.5 On termination of the use of software made available by Swegon NL, the Customer is obliged to make all information carriers on which this software has been installed and registered available to Swegon NL promptly and for no consideration or, if this is not technically feasible, to delete the software and its registration from these information carriers.
- 13.6 The Customer shall refrain from every infringement of the copyright of Swegon NL, and is obliged to take all measures required to prevent infringement by third parties, as well as to notify Swegon NL of any infringement by third parties immediately on discovery.
- 13.7 The Customer undertakes to use software supplied by Swegon NL for the purpose for which it was built and to use this software solely within and for the purposes of the Customer's business and/or practice.
- 13.8 The Customer shall refrain from gaining access to the software programme, changing or editing the programme, or displaying the contents in any manner, unless this is necessary in connection with the use referred to in the previous paragraph.
- 13.9 The Customer undertakes to have Swegon NL make any desired changes to the software.
- 13.10 In the event of infringement by third parties or use in breach of the above provisions by these parties, the Customer who is involved in any such infringement or wrongful use shall, unless the contrary is proved, be deemed to have acted in breach of the preceding paragraph of this Article.
- 13.11 The Customer forfeits an immediately due and payable penalty of EUR 25,000 for each breach of this Article and a further EUR 5,000 for each day on which the breach continues, all this without prejudice to the right of Swegon NL to claim full compensation, whereby any such compensation shall not be deducted from or take the place of the aforementioned penalty.

14. Dissolution

- 14.1 Swegon NL is entitled, without prejudice to the other provisions of these General Terms and Conditions, to dissolve the contract, without judicial intervention and without any notice of default being required, at the time that the Customer has not fulfilled its obligations arising from the contract or has not fulfilled them in full, is declared bankrupt, is granted a suspension of payment, the Debt Restructuring (Natural Persons) Act is applicable to the Customer, or the Customer loses the power to dispose of all or parts of its assets because the assets have been attached, the Customer has been placed under guardianship or otherwise, including when the trustee in bankruptcy or administrator acknowledges the obligations arising from this contract as bankruptcy estate.
- 14.2 In the event of dissolution pursuant to Book 6, article 271 of the Dutch Civil Code, mutual claims relating to commitments that have already been fulfilled are immediately due and payable. The Customer is liable for all loss incurred by Swegon NL.
- 14.3 If the Customer fails to fulfil the obligations arising from a contract concluded with Swegon NL, fails to fulfil them in time or fails to fulfil them in an adequate manner, as well as in the event of a suspension of payments, stoppage or liquidation of the business of the Customer or on the Customer's death, Swegon NL is entitled to require advance payment for further work and deliveries, or to dissolve the contract either in whole or in part, without judicial intervention and without any notice of default being required, and to reclaim deliveries made by Swegon NL that have not been paid or claim payment for the part of the contract that has been performed. In these cases, existing mutual claims are immediately due and payable and the Customer is liable for all loss incurred by Swegon NL.

15. Complaints

- 15.1 Complaints, irrespective of whether they relate to work that has or has not been carried out by Swegon NL, to Products that have been delivered by Swegon NL or to invoices of Swegon NL, must be submitted with Swegon NL in writing and as soon as is reasonably possible, in part to enable Swegon NL to investigate the merits of the cause of the complaint and to propose a possible solution.
- 15.2 If the Products do not conform to the contract, Swegon NL will, at the discretion of Swegon NL, solely be obliged to deliver or, if so agreed during the awarding of the contract, assemble the missing part, replace or repair the delivered Products, or refund the Customer on the return of the Products.
- 15.3 The Customer may not return the Products without prior written permission from Swegon NL. Granting the aforementioned permission does not imply recognition that the complaint is justified. Once permission has been granted, the goods must be returned to Swegon NL, in undamaged condition – unless they were damaged on reception – and in the original packaging, at the expense of the counterparty. The returned goods shall be credited after deduction of a percentage of the selling price, with a minimum of EUR 50. Specially manufactured or ordered goods can never be returned.
- 15.4 The Customer's payment obligation continues to exist during the period in which Swegon NL has not granted permission for the return or Swegon NL has not accepted the complaint.

16. Disputes

- 16.1 All contracts concluded with Swegon NL and any further contacts concluded as a result of the performance/delivery thereof are exclusively governed by Dutch law.
- 16.2 All disputes arising from the contract referred to above shall exclusively be adjudicated by the competent court of 's-Hertogenbosch, without prejudice to the competence of other courts in matters concerning an interim or prejudgment measure, or a measure to enforce a judgment.