

General Terms and Conditions of FloorIQ

1 Applicability

- 1.1 These general terms and conditions apply to all offers from and agreements with FloorIQ. FloorIQ is established at 4328 BA Burgh Haamstede, the Netherlands, at Roterij 40 and registered with the Chamber of Commerce in Middelburg under number 20145561. The VAT identification number is NL144183146B02. Please address all correspondence concerning an agreement or these terms and conditions to FloorIQ to the above address or to the email address info@flooriq.nl.
- 1.2 The present general terms and conditions apply to all following offers and agreements issued or concluded with the same other party, regardless of whether these are related to, or as the case may be follow, offers already made or agreements already concluded.
- 1.3 The provisions of these general terms and conditions can be exclusively derogated from if this has been expressly agreed in writing, in which case the other provisions of these terms and conditions will remain fully and unaltered in effect. Derogations from these general terms and conditions will only apply to the specific offer or agreement at the occasion of the issuing or the concluding for which the amendment or addendum is made.
- 1.4 The general terms and conditions applied by the Other Party will not apply unless FloorIQ expressly agrees to this in writing.
- 1.5 FloorIQ retains the right to amend or add to the general terms and conditions from time to time.
- 1.6 FloorIQ will be entitled to use third parties during the performance of an agreement with the other party. These general terms and conditions also apply to the employees of FloorIQ and to third parties engaged by FloorIQ, insofar as these third parties do not apply their own general terms and conditions.
- 1.7 If one or more provisions of these general terms and conditions become at any time wholly or partially null and void or are declared void by a judicial decision the other provisions of these general terms and conditions will remain fully applicable. In that event parties will enter into consultation in order to agree to new provisions to replace the null and void or voided provisions, in the course of which the objective and effect of the original provisions will be taken into consideration as much as possible.

2 Offers and coming into effect of agreements

- 2.1 An agreement will come into effect at the time when FloorIQ confirms the order of the other party in writing, including by electronic means. The order of the other party can be placed inter alia by telephone or through the website of FloorIQ.
- 2.2 The other party and FloorIQ expressly agree that by making use of electronic means of communication a valid agreement will come into effect, as soon as the terms and conditions of this article are fulfilled. The absence of a signature specifically will not affect the binding effect of the offer and the acceptance thereof. The electronic files of FloorIQ will hereby serve as evidence insofar as permitted by law.
- 2.3 An agreement will not come into effect, or as the case may be an agreement that has already come into effect can be revoked, in the event that the other party appears not to be creditworthy, or as the case may be if it appears that the other party does not practise a profession or run a business, the assessment of which is to be in the opinion of FloorIQ. In that event FloorIQ will inform the other party of this within five (5) working days after the receipt of the order.
- 2.4 Offers from FloorIQ will be valid as long as the stock is sufficient or if indicated during a specified period of time.
- 2.5 An offer drawn up stating a name will have a validity period of two (2) weeks, unless another period has been set out in the offer.
- 2.6 The other party guarantees the data, specifications, calculations and suchlike made available by the other party.

2.7 An order can be placed by the other party in the following ways:

- A The other party has entered the data in the form to be filled out on the website and has sent the data concerned (order form to FloorIQ) by electronic means. These have been received by FloorIQ.
- B The other party has expressly stated by telephone to wish to receive a specific product and/or a specific service.
- C An offer drawn up stating a name has been signed by the other party and has been received by FloorIQ.

2.8 Information, images, verbal notifications, statements, etc. with regard to all offers and the characteristics of the products, which are provided by telephone, by email or through the website, will be represented, given or made as precisely as possible. However, FloorIQ does not guarantee that all offers and products will fully correspond with the information provided. Derogations can in principle not give cause for compensation by FloorIQ and/or termination of an agreement that has already come into effect in conformity with the provisions of this article.

2.9 Manifest errors in the quotation, such as evident inaccuracies or clerical errors can be corrected by Floor IQ, even after the coming into effect of the agreement.

3 Prices and price adjustment

- 3.1 All prices are represented in euros in accordance with the statutory regulations concerning this and are excluding turnover tax, packaging and packaging costs, dispatch, delivery and/or transport costs, import and export duties and other levies imposed by authorities.
- 3.2 The other party will owe the price to FloorIQ, which price FloorIQ has confirmed to the other party in writing in conformity with these general terms and conditions.
- 3.3 Further terms and conditions apply with regard to specific payment methods concerning the delivery method and the costs attached thereto. The other party will be informed of this in writing.
- 3.4 If the prices for the offered products and/or services increase during the period between the order placed by the other party and the confirmation thereof by FloorIQ, FloorIQ will inform the other party of this as soon as possible. In that event the other party can cancel the order within ten (10) days after Floor IQ's notification of the price increase. Any price increases imposed by authorities, such as increase of the VAT rate, will not give any right to cancellation. In that event settlement will take place between parties in accordance with the statutory provisions.

4 Payment

- 4.1 Payment can be made in any event in the following ways:
 - A. advance payment, whether or not by means of a one-off authorisation;
 - B. cash on delivery;
 - C. on credit (payment in arrears).Other payment options will be made apparent through the website, or as the case may be will be discussed separately with the other party.
- 4.2 Cash-on-delivery payments will take place in cash or by a payment method to be determined by the carrier. The extra costs for this delivery method are for the customer / receiver.
- 4.3 One of the other payment methods, with the exception of advance payment, can only be used if the terms and conditions of such methods - including an inspection of the creditworthiness and authentication and authorisation of the other party - have been fulfilled.

- 4.4 In the event of payment in arrears the payment term will be fourteen (14) days after the invoice date, without any right to reduction or setoff. The other party will be in default solely by the expiry of this period without the requirement of further notice of default. Derogations from this payment term can be agreed to exclusively in writing, subject to terms and conditions to be set out and agreed in that case.
- 4.5 Payments made by the other party will always serve to firstly settle the payment of all costs and interest owed, and thereupon to settle due and payable invoices, which have been outstanding the longest, even if the other party states that the payment relates to a later invoice.
- 4.7 In the event of failure of the other party to pay in a timely manner an amount will be owed over the outstanding amount, from the day on which the payment should have taken place at the latest until the day of payment in full, consisting of interest of 1.15% per month, whereby a month that has started will be calculated as a full month.
- 4.8 The other party will also bear all extrajudicial and judicial costs of whatsoever nature, which FloorIQ must incur as a result of the failure to fulfil, or the late fulfilment, by the other party of the (payment) obligations of the other party. These costs are recorded by parties at at least 15% of the principal sum, with a minimum of € 250, or as the case may be if a statutory maximum has been set out for the costs to be charged, an amount that will be equal to the statutory maximum.
- 4.9 If and insofar as the other party is in default of payment, as well as in the event of bankruptcy, application for moratorium and cessation or liquidation of the enterprise of the other party, all that which FloorIQ can claim from the other party will be immediately due and payable.
- 4.10 In the event of failure to pay in a timely manner, FloorIQ will be entitled to terminate the agreement with immediate effect, or to suspend (further) deliveries until the time when the other party has fulfilled its payment obligations in full, including the payment of the interest and costs owed.
- 4.11 In the event of a one-off authorisation the authorisation will be executed before the products will be dispatched.

5 Delivery and delivery period

- 5.1 FloorIQ in principle strives to dispatch orders, which have been placed before 17:00 hours in the afternoon on a working day, the next working day, provided that the products are in stock and FloorIQ has all the data, instructions, documents, etc. in its possession, which are necessary for the delivery or for the production and transport of the product to be delivered; and for orders with advance payment, after receipt of the payment.
- 5.2 If a product is ordered by the other party, which product is (temporarily) not in stock, we will state when the product will be available again. FloorIQ strives to report delays within one working day to the other party by telephone or by email.
- 5.3 Exceeding a specific delivery period will not give the other party the right to suspend its obligations on the basis of the agreement and will never result in liability on the part of FloorIQ for the direct or indirect consequences of the late delivery.
- 5.4 Deliveries will take place at the delivery address stated by the other party at the coming into effect of the agreement.
- 5.5 If required the goods will be dispatched by FloorIQ in exchange for payment. Dispatches always take place subject to EXW (ex works) conditions.

6 Retention of title

- 6.1 The ownership of products transfers, notwithstanding the actual delivery, only to the other party after the other party has paid in full all that which the other party owes on the basis of any agreement with FloorIQ, including payment of interest and costs, as well as of earlier or later deliveries and any work executed or to be executed with regard to the products.
- 6.2 If FloorIQ has claims against the other party which are subject to retention of title, as well as claims against the other party which are not subject to retention of title, a payment from the other party will firstly serve to settle the claim which is not subject to retention of title.
- 6.3 As long as the ownership of a product has not transferred to the other party this party will be obliged to keep the product with due care for FloorIQ as the recognisable property of FloorIQ. Any marks or signs affixed in, on or at the delivery must remain visible to anyone.
- 6.4 The other party undertakes in any event to insure and keep insured the goods delivered subject to retention of title against calamities and theft and to provide FloorIQ access to this insurance policy for perusal upon first request. In the event of any payment made by the insurance company FloorIQ will be entitled to this money.
- 6.5 The other party is not permitted to charge, sell, supply on, dispose of, or otherwise encumber the products prior to the transfer of the ownership.
- 6.6 FloorIQ has the right to take back the delivery subject to retention of title if and insofar as the other party remains in default of the fulfilment of any obligation towards FloorIQ, or as the case may be if the other party is experiencing payment difficulties in the opinion of FloorIQ.
- 6.7 The other party hereby grants in that case the irrevocable right to FloorIQ to enter the (business) premises of the other party, or to have these entered by a third party to be designated by FloorIQ, if FloorIQ wishes to take the delivery back, or if FloorIQ wishes to verify the actual presence of the delivery on these (business) premises.

7 Guarantee and complaints

- 7.1 If and insofar as, with regard to the delivered goods, a supplier is obliged to offer any form of guarantee toward FloorIQ, the guarantee provided by FloorIQ will never apply beyond the guarantee provided by this supplier.
- 7.2 Visible defects of the delivery must be made known to FloorIQ no later than five (5) working days after the delivery. Hidden defects, of which the other party is able to demonstrate that the other party could not reasonably have discovered these within five (5) after the delivery, must be made known to FloorIQ immediately, but no later than within five (5) working days after the discovery of the defect, in both cases together with a precise statement in writing of the nature of the complaint. If no complaint is made within the aforesaid period the other party will be deemed to have accepted the delivery unconditionally, unless a longer period ensues from the nature of the case, or from other circumstances of the case. If a defect is not reported in a timely manner by the other party, this party will no longer have any right to repair, replacement or compensation.
- 7.3 If a product ordered from FloorIQ appears to have a defect in the guarantee period the other party can return the product to FloorIQ at the expense and risk of the other party. If the complaint is found to be justified by FloorIQ, FloorIQ will arrange the further processing of the complaint in conformity with the guarantee conditions of the supplier.
- 7.4 In the event of replacement of the product FloorIQ will be entitled to deliver an equivalent product if the delivery of the same product is not possible or is not possible in a timely manner.
- 7.5 If FloorIQ proceeds with replacement, in full or in part, of the delivery, or with repayment, in full or in part, of the purchase price, FloorIQ can set off the advantage of the temporary use by the other party.

- 7.6 The agreed guarantee period will not be extended due to the need for replacement or repair of the delivery pursuant to these guarantee provisions.
- 7.7 If it has been established that the complaint of the other party is unfounded the other party will be obliged to reimburse the costs incurred by FloorIQ, such as travel expenses and inspection costs.
- 7.8 If FloorIQ is not provided with the opportunity to repair defects, but the other party gives a third party instructions for this purpose, the costs that will be incurred for this purpose will be at the expense of the other party.
- 7.9 Defects that are fully or partially the result of construction or manufacture prescribed by the other party, or as the case may be that are fully or partially caused by a supplier, adviser, subcontractor, or auxiliary persons prescribed by the other party, will not fall under the guarantee.
- 7.10 Without prejudice to the provisions of this article the guarantee will not apply if the wear and tear can be deemed to be usual and furthermore in the following events:
- A if changes have been made in or on the product, including repairs that have not been executed with permission from FloorIQ or from the manufacturer;
 - B if the original invoice cannot be submitted, has been changed or made illegible;
 - C if defects are the result of use that does not correspond with the designated use, or improper use;
 - D if damage has arisen due to intention, gross negligence or negligent maintenance;
 - E if the defect can be traced back to improper storage by the other party, as a result of which the delivery is exposed to the effects of moisture, pollution, high and low temperatures, shocks and vibrations, or as the case may be storage for too long a period of time;
 - F If the defect can be traced back to the compliance with any government regulations or safety regulations.
- 7.11 During the period in which the other party is in default of any obligation, which the other party must fulfil under the present agreement or any other agreement related to this agreement, FloorIQ will not be obliged to provide any guarantee.

8 Liability

- 8.1 FloorIQ will never be obliged to payment of any compensation whatsoever to the other party or other parties, unless there is intention or gross negligence on its part. FloorIQ accepts no liability whatsoever for consequential loss or trading loss, indirect loss and loss of profit or loss of sales.
- 8.2 If FloorIQ were to be obliged for any reason whatsoever to compensate damage this compensation will never amount to more than an amount equal to the invoice amount with regard to the product or service as a result of which the damage is caused, or as the case may be the amount for which FloorIQ has taken out insurance for such damage-causing incidents and for which cover is actually provided.
- 8.3 The other party indemnifies FloorIQ against any claim that third parties could enforce against FloorIQ with regard to the performance of the agreement, insofar as the law does not dictate otherwise than that the damage concerned and costs will be at the expense of the other party.
- 8.4 It is possible that FloorIQ includes links on its website to other websites, which may potentially be of interest to or informative for the other party. Such links are for informational purposes only. FloorIQ will not be responsible for the contents of the websites to which reference is made, or for the use that can be made thereof.

9 Force majeure

- 9.1 In the event of force majeure FloorIQ will not be obliged to fulfil its obligations towards the other party, or as the case may be the obligation will be suspended for the duration of the force majeure.
- 9.2 Force majeure is taken to mean every circumstance beyond the control of FloorIQ, as a result of which the fulfilment of its obligations towards the other party is fully or partially prevented. These circumstances include inter alia strike actions, fire, operational failures, power cuts, breakdowns in a (telecommunication) network or connection, or in the used communication systems and/or the unavailability at any time of the website, lack of or untimely delivery by suppliers, or other engaged third parties, and the absence of any permit to be acquired from authorities.
- 9.3 If one of the circumstances set out above occurs, FloorIQ will notify the other party of this as soon as possible, subject to submitting the available documentary evidence.
- 9.4 If FloorIQ has suspended the performance of the agreement, and the period of force majeure lasts for more than six months, FloorIQ as well as the other party will be entitled to terminate the agreement, without any obligation of payment of costs and/or damage to the other party, subject to the provisions of the following subclause.
- 9.5 Insofar as FloorIQ at the occurrence of force majeure has meanwhile already partially fulfilled its obligations under the agreement or will be able to fulfil these and an independent value accrues to the part fulfilled, or to the part to be fulfilled, FloorIQ will be entitled to separately invoice for the part already fulfilled, or the part to be fulfilled. The other party will be obliged to pay this invoice as if it were a separate agreement.

10 Intellectual property

- 10.1 The other party expressly acknowledges that all intellectual property rights to the represented information, notifications, designs, drawings, or other forms of communication and publicity with regard to the products and/or the internet site, are vested in FloorIQ, its suppliers, or other entitled parties.
- 10.2 Intellectual property rights are taken to mean patent, copy, drawing and design rights and/or other (intellectual property) rights, including technical and commercial know-how, methods and concepts, whether or not these are patentable.
- 10.3 The other party is prohibited from making use of, or making changes to documents provided by or on behalf of FloorIQ, such as the reproduction, publication, or making available thereof to third parties, without the express prior permission in writing from FloorIQ, its suppliers, or other entitled parties.
- 10.4 The other party indemnifies FloorIQ against all claims by third parties brought against FloorIQ based on infringements of intellectual property rights ensuing from the data, designs, images, etc. made available by the other party.

11 Personal data

The data that you enter on the website of FloorIQ will be used only for the completion of your order or for sending requested information. The information will not be provided to third parties.

12 Applicable law and court with competent jurisdiction

- 12.1 Dutch law exclusively applies to all offers and agreements.
- 12.2 The applicability of the Vienna Sales Convention as well as of any other international arrangement, the exclusion of which is permitted, is hereby expressly excluded.

12.3 All disputes ensuing from the agreements between FloorIQ and the other party must first be made pending before and adjudicated by the Zeeland-West-Brabant District Court, the Netherlands.