

TERMS OF DELIVERY DEVI-COMFORT

Version:	1.1
Valid from:	September 2006

1. Relevance

- 1.1. These general conditions apply to all DeVi-Comfort made offers and the between DeVi-Comfort and the customer closed agreements.

2. Definitions

- 2.1. In these conditions shall apply:
 - The work: the total of the agreed proceedings.
 - The costumer: the (legal), who is taking the service or the product of DeVi-Comfort, for own use or by a trough him/her designated third party for use through that third;
 - The user: the user of the product, being the costumer or by the customer designated third.

3. Offer

- 3.1. Offers by DeVi-Comfort will be done free.
- 3.2. Offers mention the price, the pricing method and the therms, including the offer that is made.
- 3.3. The documents related to the offer like drawings, technical discriptions, and such are drawn as accurately as possible, but are not binding and remain the intellectual property of DeVi-Comfort.

4. Agreement

- 4.1. If an offer is accepted by the customer, this will be confirmed by Devi-Comfort, then DeVi-Comfort will start with the delivery and/or the operations as soon as possible, in compliance with the by DeVi-Comfort specified delivery date.
- 4.2. The agreement between the parties is reached as soon as DeVi-Comfort sends an order confirmation to the costumer incorporating the final price for the work and the term in which the work will be realized.
- 4.3. If, during the execution of the work appears that the price for the work becomes higher than the originally offered price or that the work can not be performed, as provided in the offer, Devi-Comfort will set up a new offer. In that case the agreement between the parties is achieved at the moment that DeVi-Comfort the by the customer for agreement signed new offer is returned.
- 4.4. If it appears that the work cannot be performed in an acceptable way, DeVi-Comfort is entitled to reject the assignment.

5. Cancellation

- 5.1. Once the agreement has been reached, DeVi-Comfort starts with the desired service or production, necessary for the execution of the work.
- 5.2. The costumer (or his successors under general title) have until the date on which the work will be deliverd, the right to cancel the agreement with DeVi-Comfort against compensation until the moment of cancellation by DeVi-Comfort the custom made

costs plus a performance storage. If the service or the product is ready for delivery at the time of cancellation, DeVi-Comfort is entitled to charge the agreed price.

- 5.3. In case of cancellation DeVi-Comfort holds the work already undertaken for delivery to the customer ready for 1 week after cancellation, after it will be destroyed if the customer has made no claim on delivery. At the delivery the costs of delivery will be charged to the customer.

6. Execution

- 6.1. The customer is required to ensure that DeVi-Comfort can perform the work on the agreed point of time.
- 6.2. The customer ensures that for any adjustments or supplies, that are necessary to allow DeVi-Comfort to perform the work, in case and in so far as DeVi-Comfort has given instructions in the offer.
- 6.3. If the commencement and progress of the work are delayed by circumstances for which the customer is responsible as referred to above, DeVi-Comfort is entitled to pass additional resulting costs to the customer.
- 6.4. The customer is not entitled to the by DeVi-Comfort at the execution of the work engaged persons perform activities which are not related to the in the agreement mentioned proceedings.

7. More- and less work

- 7.1. Deduction of additional work takes place if there is more work required because the customer sets additional requirements during the work or when any cost-increasing circumstances occur, which are not to be due to DeVi-Comfort.
- 7.2. When there is more work to do, DeVi-Comfort will notify the customer as soon as possible.
- 7.3. More- and less work will be charged separately.

8. Impracticability of the work

- 8.1. If during the execution of the work appears that full and proper performance of the agreement is not possible as a result from conditions that DeVi-Comfort did not know at the entering into the agreement, nor should have known, DeVi-Comfort has the right to propose the customer to amend the agreement in an agreement that can be fulfilled accurate and complete.
- 8.2. When the customer does not accept the in Article 8.1 amendment referred from DeVi-Comfort, DeVi-Comfort has the right to dissolve the agreement. In that case the customer is obliged to DeVi-Comfort in connection with the execution of the work costs already incurred to reimburse accordance with the provisions of article 5.2.

9. Completion

- 9.1. The agreed delivery time will be observed as much as possible, but will not count as a firm date. By exceeding of the delivery time DeVi-Comfort still has the right to ensure the timely completion of the work.
- 9.2. The work is considered completed when DeVi-Comfort has reported to the customer in writing that the work is completed or when the goods are dispatched and DeVi-Comfort in the possession of a for receipt a signed packing list.
- 9.3. Small defects can be repaired within the warranty period and who not affect the functioning of the work, will not stand in the way of artikel 9.2.

- 9.4. Completion, signed packing list or receipt document discharges DeVi-Comfort of all liability for defects that the customer or user at that point in time reasonably should have discovered.

10. Payment

- 10.1. Payment must be made before delivery, unless otherwise agreed in writing.
10.2. DeVi-Comfort is allowed to request a deposit (per collection) by the order confirmation.
10.3. After expiry of the payment terms, without payment, DeVi-Comfort has the right to charge the statutory interest on the invoice amount. Furthermore are coming all reasonable costs in this case that DeVi-Comfort makes to obtain payment by the customer, for expense of the customer.
10.4. All supplied parts remain property of DeVi-Comfort BV, until all payments have been made.

11. Warranty

- 11.1. The product will be delivered accompanied by a verbal or written instruction for use.
11.2. DeVi-Comfort warrants that her products meet the safety requirements, which can be set for and that they are suitable for the agreed use. DeVi-Comfort is not able to guarantee a trouble-free operation.
11.3. DeVi-Comfort commits to defects resulting from material- and construction defects, within 12 months after invoice date, to be replaced, on the basis of replacement of the defective parts (excl. shipping and repair costs). With the exception of batteries.
11.4. This obligation extends only to defects which at the time of the completion reasonably were not detectable and which exhibit in normal use in accordance with the instruction manual.
11.5. The guarantee does not apply to defects further which are the result of lack of maintenance, normal wear, lease, improper use, effects of external, an accident, changes applied without written permission form DeVi-Comfort or by the user self-performed repairs.
11.6. The obligation under the guarantee by DeVi-Comfort replaced parts become the property of DeVi-Comfort.
11.7. For the by DeVi-Comfort supplied batteries a warranty period of 6 months after the invoice date is valid.

12. Liability

- 12.1. DeVi-Comfort restores damage for it's own account under the warranties contained in article 11.
12.2. DeVi-Comfort is not liable for by the customer or user damage suffered to persons and other matters than the product, insofar as such damage is caused by a defect in the product.
12.3. For other than those in the foregoing articles provided damage that the costumer may suffer DeVi-Comfort is not liable, unless the damage results from intent or serious misconduct of DeVi-Comfort.
12.4. Proceedings of the customer towards DeVi-Comfort for damages or to result in recovery the provisions of these terms, barred by expiry of 1 year after the client concerning has filed a complaint in writing at DeVi-Comfort.

13. Repair conditions

- 13.1. Offers regarding to repairs outside the in Article 11 recorded warranty will be done free. One in an offer mentioned repair time is an estimation, which does not bind DeVi-Comfort.
- 13.2. Repairs are carried out against the by date repairing applicable hourly rates, increased with traveling- and material costs. DeVi-Comfort is entitled to demand prepayment from the costumer in case of extensive repairs.
- 13.3. DeVi-Comfort provides warranty for repairs during 3 months after the execution of the repair.
- 13.4. The warranty is voided when third parties within the warranty period after completion of the warranty without the consent of DeVi-Comfort have carried out proceedings to the product, which influence on the repaired.
- 13.5. In the repair replaced materials and/or components become the property of DeVi-Comfort, unless otherwise agreed.
- 13.6. Parts that are offered for repair will only be repaired when they are accompanied by a completed repair form.

14. Disputes

- 14.1. The Dutch law is applied on all relations between DeVi-Comfort and her customers.
- 14.2. The Dutch court will exclusively judge on disputes between DeVi-Comfort and her customers.