

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

OF

the private company with limited liability

**Vicair B.V.
Bruynvisweg 5
1531 AX Wormer
Nederland**

registered at the Chamber of Commerce under number 35026554

September 2017

ARTICLE 1: APPLICABILITY

- a.** These terms and conditions apply to all offers, sales and deliveries by private company with limited liability (after Dutch Law) Vicair B.V. (registered at the Chamber of Commerce under number 35026554) and or its legal successor with among others the trade name www.vicair.com and www.ishear.com, hereinafter referred to as Vicair B.V., to a third party, to all activities executed by Vicair B.V. by order of a third party, and to all agreements in the broadest sense of the word entered into by Vicair B.V. with a third party.
- b.** These terms and conditions apply in and outside the Netherlands, regardless of the place of residence or registered office of the parties involved in any agreement, and regardless of the place where the agreement has come about or should have been implemented.
- c.** Provisions are added to the appendix in connection with the guarantees pertaining to several articles in these terms and conditions. To the extent these provisions deviate from what has been included in this regard in the common section, the deviating provisions of the appendix shall prevail.
- d.** Several provisions of the appendix include distinctions when compared to what has been generally determined in the communal section. These distinctions should be read inter alia as examples, but they are not limited thereto, which do not preclude the additional effect of the matters argued by Vicair B.V. in the communal section. Nor do they limit the rights of Vicair B.V. where these are not described in these terms and conditions.
- e.** If the other party has purchase conditions in place, these purchase conditions will not be binding for Vicair B.V. in so far as they deviate from these terms and conditions of delivery.
- f.** Any deviation from these terms and conditions used or allowed by Vicair B.V. at any time to the benefit of the other party can never be construed as the latter's right to appeal to it later or to claim the application of such deviation for him/her as an established fact.
- g.** If the other party takes note or could have taken note of these general conditions in another language than the Dutch language and differences in interpretation arise from the respective versions, the Dutch version will prevail over the version in the other language, unless Vicair B.V. expressly waives this in writing.

ARTICLE 2: OFFERS

- a.** All offers and quotations are non-committal, unless explicitly stated otherwise. They have been made to the best of Vicair B.V.'s knowledge and are based on data that may have been provided on the request for an offer.
Unless expressly stated otherwise in writing, the offered prices are exclusive of VAT as well as third-party costs such as but not limited to: customs fees, import duties, transport costs and the like.
- b.** The specifications provided by Vicair B.V. on websites, in images, catalogues, brochures or drawings or in any other way with respect to size, capacity, performance, colour, material structure, finish or results should be regarded as having been provided as estimates and as having been provided non-committally.
Vicair B.V. is not held to comply with these specifications and therefore does not accept any liability for any incorrectness in these data.

ARTICLE 3.1: ORDERS/AGREEMENTS

- a.** An order is understood to mean: every agreement with Vicair B.V., regardless of whether it undertakes to execute activities or make staff, material or space available or carry out any other performance whatsoever, in the broadest sense.

b. All agreements entered into with Vicair B.V. will only become binding upon a written confirmation by Vicair B.V. or due to Vicair B.V. having commenced the execution of the order. Any supplements or changes to the afore-mentioned agreements will only become binding for Vicair B.V. after and in so far as these have been accepted and confirmed in writing by Vicair B.V.. The other party will be deemed to have accepted changes or supplements to agreements entered into with Vicair B.V., if the other party has not objected in writing against these changes and/or supplements within eight days after he has or could have taken cognizance of these changes and/or supplements. The other party is deemed to have knowledge of the said changes and/or supplements and to have accepted these at the moment at which Vicair B.V. has commenced the activities to which these changes and/or supplements are related. Only the Board of Directors and possibly those explicitly authorised by the Board of Directors to enter into agreements on behalf of Vicair B.V. are allowed to do so.

c. Unless explicitly agreed on otherwise in writing, Vicair B.V. is entitled at all times to have part of the order or the entire order executed by a third party, on the understanding that these terms and conditions also apply in the favour of this third party, provided that Vicair B.V. authorises such third party in writing – even afterwards, if necessary – to appeal to these terms and conditions without this authorisation causing any obligations for Vicair B.V..

ARTICLE 3.2: DISTANCE CONTRACTS

a. Where distance orders/agreements have been agreed that are in conflict with legislation then in force, and the other party justifiably relies on these legislation, Vicair B.V. shall respect the content of the relevant legislation. This means that if provisions in these conditions which due to their general character in such circumstances are at any time in conflict with the relevant legislation, they shall be subordinate to such.

ARTICLE 4: LIABILITY

a. Except for the provisions of Article 9 of these terms and conditions, Vicair B.V. is not liable for any damage caused either directly or indirectly by the items delivered – including extra work – not being in compliance with the agreement, unless this is due to Vicair B.V.'s intent or gross negligence. Consequently, Vicair B.V. also does not accept any liability in the event of serious calamities, such as fire, water damage and any outside contingency, such as war and earthquakes.

b. If Vicair B.V. should be liable for any other reason for any damage under the agreement, the damages payable will not exceed the invoice amount (exclusive of value added tax) with regard to the respective goods and/or services, with a maximum of EUR 500.00 (in words: five hundred euros).

c. A claim under these terms and conditions does not suspend the other party's payment obligation towards Vicair B.V..

ARTICLE 5: PERIOD AND LOCATION OF DELIVERY

a. The periods of delivery mentioned in the offers, confirmations and contracts are to the best of Vicair B.V.'s knowledge and will be complied with as much as possible, but they are not binding for Vicair B.V..

b. If these periods are exceeded due to whatever cause, the other party will not be entitled to damages, dissolution of the agreement or non-compliance with any obligation arising for him from the respective agreement or from any other agreement whether or not connected with this agreement.

c. If the delivery period is exceeded by a wide margin, at the discretion of Vicair B.V., Vicair B.V. will enter into further consultation with the other party.

- d.** Delivery is ex Vicair B.V. company or any other location to be decided by Vicair B.V..
- e.** If goods sold or services offered by Vicair B.V. are not accepted after they have been offered to the other party, they will be available to the other party for a period of three weeks. Throughout this period, the goods are stored for the other party's account. After the period mentioned above, the total amount that would be payable for purchase or compliance, increased with the costs and interest, could be claimed from the other party, even without delivery of the said goods or services. The payment will then be deemed made as damages to Vicair B.V..
- f.** If the other party does not comply with any obligation arising from this agreement or any other agreement connected with the order or does not do so in time, Vicair B.V., upon informing the other party in writing that he is default, without judicial intervention, will be entitled to suspend the execution, without Vicair B.V. being held to pay any damages.

ARTICLE 6: TRANSPORT AND TRANSPORT RISK

- a.** The choice of the means of transport is for Vicair B.V. to decide.
- b.** The transport of the goods ordered/purchased with Vicair B.V. is for the other party's account. This applies equally to return shipments, unless expressly agreed otherwise in writing or unless otherwise provided for in the law and/or regulations.
- c.** As from the moment of dispatch, all goods ordered/purchased from Vicair B.V. travel at the other party's risk. Also if costs of carriage to the delivery address have been agreed on, the other party will be liable for any damage sustained during transport, unless expressly agreed otherwise in writing or unless otherwise provided for in the law and/or regulations.
- d.** The goods will be delivered only to the ground. If goods are to be delivered at another location than at ground-floor level, the additional costs and risks are to be borne entirely by the other party.
If at the time of delivery the other party is not present or does not appear to be able to receive the goods or is otherwise in default to receive the goods, Vicair B.V. will be entitled to convert the delivery into an obligation for the other party to collect the goods at the address provided by the carrier after the latter has informed the other party by leaving a written message to such effect.
- e.** At arrival or receipt of the goods, the other party has to check the condition of the goods. If it then becomes apparent that the goods or materials have sustained damage, he has to take all measures to obtain damages from the carrier. By signing the receipt provided by or on behalf of Vicair B.V., the other party declares he has received the goods in good condition.

ARTICLE 7: PRICES AND COSTS

- a.** Vicair B.V. fixes a price or fee for every order individually. This price or fee is exclusively intended as the amount to be paid for the performance to be executed by Vicair B.V., including the normal costs involved. The prices mentioned in the offer are based on the cost price factors, rates, wages, taxes, rights, expenses, cargo et cetera then known. In the event of an increase of any of these factors, Vicair B.V. will be entitled to change the offered (selling) price accordingly.
- b.** Therefore, the price or fee does not include any levies imposed by the government or other bodies, including fines, insurance premiums etc.
- c.** Vicair B.V. is entitled to demand down payments, or a deposit or security (in the form of a bank guarantee) in advance.
- d.** Vicair B.V. reserves the right to charge shipping costs.

ARTICLE 8: TERMS AND CONDITIONS OF PAYMENT

- a.** Unless explicitly agreed on otherwise in writing, payment of invoices sent by Vicair B.V. must be made within 8 (eight) days upon invoice date, without deduction of discounts and without any form of compensation.
- b.** In online transactions through a website, like for example with web shop activities payments are done in advance via a payment method indicated on the website, or via an explicitly in writing agreed upon other method.
- c.** All payments, without deduction or settlement of debt, are to be made at the offices of Vicair B.V. or into a bank or giro account to be designated by Vicair B.V..
- d.** Discounts can only be granted upon mutual consultation between Vicair B.V. and the other party. Unless explicitly agreed on otherwise in writing, these are one-off discounts. With subsequent transactions no appeal can be made to previous discounts.

ARTICLE 9: COMPLAINTS

- a.** Any complaints about the delivery of goods, the services provided and invoice amounts, must be submitted to Vicair B.V. in writing by registered letter within fourteen days upon receipt of the products, services or the respective invoices, with the facts to which the complaints are related carefully stated. The other party's right to complain lapses with respect to the goods and/or services used, edited and/or processed by or on behalf of the other party.
This also applies to opened goods or goods whereof the packaging is damaged.
- b.** Complaints with respect to the stipulations in these terms and conditions as referred to in, inter alia, Article 6:233, under a, of the Dutch Civil Code (voidness regarding one or multiple stipulations on the grounds of being unreasonably onerous) must also be submitted to Vicair B.V. in writing by registered letter within fourteen days upon taking cognizance of these terms and conditions or the time at which these could reasonably have been taken cognizance of, with the facts to which the complaints are related carefully stated. The right to complain lapses at the moment at which the agreement is brought about. The other party refrains from making an appeal afterwards on the grounds of one or multiple stipulations in these terms and conditions being unreasonably onerous, in so far as the stipulations felt to be unreasonably onerous are not imperatively prescribed by law.
- c.** If the complaints submitted do not comply with the provisions above, they can no longer be received, and the other party will be deemed to have approved the delivered goods and/or performed services. If in Vicair B.V.'s opinion a justified complaint has been submitted, it will have the right to pay to the other party a sum in damages to be decided in mutual consultation, or to proceed to making a new delivery while keeping the current agreement unchanged, under the other party's obligation to return to Vicair B.V. the incorrect or faulty good(s) delivered carriage paid, at the discretion of Vicair B.V..
- d.** Vicair B.V. will only be held to take cognizance of complaints submitted, if at the moment at which the complaints are submitted the other party involved has integrally complied with all its existing obligations towards Vicair B.V., regardless of what these obligations consist of and from whatever agreement they arise.
- e.** Return shipments insufficiently packed or bearing insufficient postage will be refused by Vicair B.V.. All return shipments from other parties are for their account and risk, unless expressly agreed otherwise in writing or unless otherwise provided for in the law and/or regulations.

ARTICLE 10: CANCELLATION/DISSOLUTION AND SUSPENSION

a. If the other party is or remains in default in any way with respect to complying with its obligations regarding deliveries or activities executed or to be executed by Vicair B.V. previously, or pursuant to other obligations, Vicair B.V. has the right to suspend its obligations towards the other party or to cancel/dissolve the underlying agreements in whole or in part, without being held liable by the other party in any way and without prejudice to the rights to which Vicair B.V. is entitled.

Vicair B.V. will also have this right, if the other party is declared bankrupt, has petitioned for suspension of payment, the Debt Rescheduling Private Individuals Act (Wettelijke Schuldsanering Natuurlijke Personen – WSNP) is declared applicable, other forms of debt supervision or winding-up of the company or business activities occurs, or if – to the standards of Vicair B.V. – these circumstances threaten to occur. All claims Vicair B.V. has on the other party will then be immediately due and payable.

b. If the other party wants to dissolve or cancel the agreement(s) it has entered into with Vicair B.V., then Vicair B.V. is also entitled to demand fulfilment of the contract(s) entered into; or, at the discretion of Vicair B.V., the other party will owe termination costs of 100% of the agreed market value or transaction value and, on cancellation, will owe cancellation fees of at least 30% of the market value or the transaction value, all of which also at the sole discretion of Vicair B.V..

ARTICLE 11: COMPENSATION IN THE CASE OF NON-PAYMENT OR LATE PAYMENT

If payment of the invoices sent by Vicair B.V. has not taken place within 8 (eight) days upon invoice date, the other party will be deemed to be legally in default and Vicair B.V. will have the right to charge to the other party interest on the full payable amount as from the expiry date equal to the statutory interest rate with a minimum of 1% per month or a part of this, without prejudice to the other rights to which Vicair B.V. is entitled, including the right to recover all costs under the claim, both court costs and extrajudicial collection costs, the latter of which are fixed in advance at 15% of the amount to be claimed, with a minimum of EUR 250 (in words: two hundred and fifty euros), all of the above without notice of default.

NB: If the legislator has set the extrajudicial collection costs to be charged to the other party by law, the other party will owe extrajudicial collection costs in accordance with the relevant provisions of the law.

ARTICLE 12: RETENTION OF TITLE

a. As long as the other party has not made full payment to Vicair B.V. for goods, parts and installations delivered to him by Vicair B.V. and/or activities executed for him by Vicair B.V., these goods and/or materials, which are for the other party's account and risk, will remain the undisputed property of Vicair B.V..

b. If other party does not comply with any obligation from the agreement with respect to the goods sold and/or activities executed, Vicair B.V., without any notice of default being required, has the right to take the goods or materials back, in which case the agreement will be dissolved without any judicial intervention, without prejudice to the right of Vicair B.V. to claim compensation at law or extrajudicially for any damage suffered or yet to be suffered by Vicair B.V., including loss suffered, lost profit, interest, transport costs etc.

c. Vicair B.V. reserves the right to actually retain goods, tools, materials, vehicles, money, negotiable instruments, (financial) documents et cetera which it has obtained from the other party under whatever title, until the other party has fully complied with its financial and other obligations towards Vicair B.V..

d. For transactions with other party established in a country where prolonged retention of title applies, Vicair B.V. has the right to declare the prolonged retention of title as it applies in the respective country applicable at any moment of its choosing.

ARTICLE 13: FORCE MAJEURE

a. In the event of force majeure Vicair B.V. is no longer held to comply with its obligations towards the other party. Force majeure includes such events and situations which have a clearly identifiable and direct influence on the company Vicair B.V., such as serious interruptions of its production process, war (also outside the Netherlands), riot, epidemic, fire, traffic disruption, strike, exclusion, loss or damage during transport, accident or sickness among its staff, import restrictions or other limitations imposed by governments etc. Vicair B.V. will be discharged from its obligations, regardless of whether force majeure occurred in its own company or elsewhere, such as in the companies of suppliers, carriers, wholesalers etc.

b. In the event of impediments to executing the agreement due to force majeure, Vicair B.V. will be entitled, without judicial intervention, to suspend the execution of the agreement for a period not exceeding six months, or to dissolve the agreement in whole or in part, at the discretion of Vicair B.V.. The other party will receive a written notice of such decision made by Vicair B.V..

ARTICLE 14: INTELLECTUAL INDUSTRIAL PROPERTY RIGHTS, PICTORIGHTS AND DESIGN PROTECTION

a. The intellectual industrial property rights, including but not restricted to the pictoright and design protection of all supplied manufactured products and services etcetera belong to Vicair B.V.. The use or alternative use of these rights, designs and/or ideas of Vicair B.V. in whole or in part is strictly prohibited, unless Vicair B.V. has granted explicit approval in writing and all conditions stipulated by Vicair B.V. in this respect have been fully complied with.

b. Transfer of an intellectual property by Vicair B.V. to the other party can only take place expressly and in writing.

c. If the other party does not comply with the provisions as set out under 14a, Vicair B.V. will be entitled, without any further notice of default and/or judicial intervention being required, to claim a fine of at least EUR 11,500 (in words: eleven thousand five hundred euros) per day or a part thereof as long as this non-compliance continues.

ARTICLE 15: WARRANTY

a. Vicair B.V. will exclusively grant a warranty in accordance with the provisions of the warranty clause, if such provisions have been delivered together with the products. In such cases, the warranty will only take effect after the other party has informed Vicair B.V. of its request in writing by registered letter.

b. If a warranty is provided by Vicair B.V. but if no warranty clause has been provided, the warranty term will not exceed six months after delivery of the respective goods. The other party will also need to inform Vicair B.V. of its request in writing by registered letter.

c. The warranty includes repair or replacement of the goods delivered, or full or partial crediting of the contested goods, such to be decided by Vicair B.V.. Outside contingency can never lead to Vicair B.V. being held to provide any warranty.

d. The goods taken in for repairs by Vicair B.V. or with a therefore engaged third party remain in all cases for risk of other party.

ARTICLE 16: CONSIGNMENTS ON APPROVAL AND/OR TRIAL SHIPMENTS

a. Only upon prior written confirmation by Vicair B.V. to the other party, the goods delivered by or on behalf of Vicair B.V. can be considered consignments on approval and/or trial shipments for shows, exhibitions, trade fairs and/or other purposes to be indicated by Vicair B.V..

Vicair B.V. also has the right in case of consignments on approval and/or trial shipments to invoice the other party upon delivery and these 'General Terms and Conditions' apply thereto in full.

b. In the event Vicair B.V. has made goods available to the other party on consignment and/or trial, it will have the right to demand these back at any moment desired by it. If this is the case, the other party is obliged to return these goods to Vicair B.V. for its account and risk upon first request while giving prior notification of dispatch, as well as a clear written statement of the goods that will be sent back.

c. Vicair B.V. has the right to deduct from the credit invoice to be provided to the other party goods that were not received back on time and/or goods that were sent back that it did not receive in good condition.

Please note: The assessment of the condition of the goods received back upon their receipt is performed by Vicair B.V.

d. Vicair B.V. is not obliged to transfer the goods received back, which do not qualify for crediting or partial crediting according to Vicair B.V.'s standards, to the control of the other party. Vicair B.V. shall have the right to dispose of these goods as it sees fit.

ARTICLE 17: APPLICABLE LAW AND COMPETENT COURT

a. The laws of the Netherlands apply to all offers, orders and agreements to be entered into with Vicair B.V.. However, Vicair B.V. has the possibility at any desired moment to appeal to the applicable law of the country where the other party is registered/has its registered office. In such case, contrary to the provisions set out under b, the dispute will be submitted to the court that is competent *ratione materiae* in the other party's jurisdiction. Vicair B.V. does not need to inform the other party about this in advance.

If the nature of the transaction(s) so warrants, Vicair B.V. is able and entitled to rely at any time on the Vienna Sales Convention. Vicair B.V. is not obliged to notify the other party of its choice in advance.

b. All disputes will be submitted to the District court of Noord-Holland that is competent *ratione materiae* or to another competent judicial authority, at the discretion of Vicair B.V..

c. If any article or paragraph of these general terms and conditions becomes invalid, the other articles will remain valid.

CONCLUDING PROVISIONS:

These terms and conditions have been prepared and filed for the benefit of Vicair B.V. by [De Incassokamer B.V.](#) and have come about under the applicability of its current and future general terms and conditions of sale, delivery and payment, with due observance of Book 6, Title 3 of the Dutch Civil Code.

These general terms and conditions are also subject to the © copyright of De Incassokamer B.V.

APPENDIX: GENERAL WARRANTY TERMS AND CONDITIONS

1.1 The term of the warranty provided by Vicair B.V. is lifelong for the air cells, with the exception of Liberty air cells (which have a warranty period of 24 months). The term of the warranty provided by Vicair B.V. is 60 months for mattresses, iShear 24 months, and 24 months for pillows, after the date of delivery of the relevant goods, as stated on Vicair B.V.'s invoice, unless a different term has been agreed expressly in writing. The warranty ends automatically at the end of the agreed warranty period. In the event the invoice does not state a delivery date, the invoice date will apply as the commencement date of the warranty term, unless an earlier delivery date can be demonstrated by means of a certificate of posting in which case the delivery date stated thereon applies as the warranty commencement date.

Mattress and other covers and other products not mentioned by name here are not covered by the warranty, unless explicitly agreed otherwise in writing.

1.2 Warranty claims from end users must always be submitted and settled via the reseller where they purchased the relevant Vicair B.V. goods. If the end user purchased the relevant goods directly from Vicair B.V., such end users will have right to submit the claim directly to Vicair B.V..

1.3 As regards the goods delivered by it subject to the warranty, Vicair B.V. only handles invocation of the warranty by the other party if the relevant goods are sent back by the other party to Vicair B.V. and a return request has been made within the warranty period, unless expressly agreed otherwise and/or instructed by Vicair B.V..

1.4 The other party cannot derive any rights from the handling and the manner of settlement of a warranty claim or the approval of the warranty application by Vicair B.V. as regards the provision or rejection of warranty.

1.5 Any reliance by and/or on the part of the other party on a warranty provided by Vicair B.V. does not interrupt the agreed warranty period. Rights cannot be derived by and/or on the part of the other party from warranty provided by Vicair B.V. with respect to future comparable or incomparable purchases, including in the event warranty was and/or is provided to third parties.

1.6. In case of a warranty provided by Vicair B.V. and such warranty is invoked by the other party, it cannot be determined whether the complaint concerning the product delivered comes under the applicability of the warranty until after Vicair B.V. has determined the nature of the complaint definitively.

1.7 If the complaint does not come under the applicability of the warranty and Vicair B.V. has delivered replacement products to the other party at the request of and/or on the part of the other party prior to the definitive determination, Vicair B.V. will have the right to charge costs to the other party for the duration the other party has the replacement product in its possession, including return shipment, which costs will be equal to the rental considered normal for that product.

1.8 Vicair B.V. has the right to charge the additional investigation/handling costs subject to a minimum of EUR 50.00 (fifty euros) per case (or product), which it incurred in connection with the other party's unjustified reliance on the warranty provided by Vicair B.V., in addition to any dispatch costs.

1.9 To the extent not expressly agreed otherwise between Vicair B.V. and the other party, the other party arranges in case of a warranty claim to be handled by Vicair B.V. for transport to Vicair B.V. of the goods in respect of which the warranty is claimed and it bears the related risk and costs (what is known as Carry-In Warranty).

1.10 As regards the warranty provided by it, Vicair B.V. only arranges for the return transport to the other party of the goods in respect of which the warranty was claimed. If this is the case, Vicair B.V. only bears the transport costs to the exclusion of the transport risk.

1.11 In the event Vicair B.V. sends back goods in respect of which it handled a warranty claim, such goods will be sent to the address of its reseller or the end user's stated address if such has been agreed expressly in writing.

1.12 The guarantee provided by Vicair B.V. constitutes a best effort obligation and may comprise repair or replacement (of similar or functionally similar goods) or full or partial crediting of the relevant goods, such to be decided by Vicair B.V..

1.13 Delivery of one of the performances described above under 1.12 means that Vicair B.V. is fully discharged as regards its warranty obligations.

1.14 The entitlement to the warranty provided by Vicair B.V. lapses if, such to be decided by Vicair B.V., it is based on an improper claim or a suspicion thereof; such as but not limited to, if:

- Products that include air-containing components were subjected to air pressure comparable to 2400 metres above sea level and higher.
- Something on the invoice has been changed, crossed out, deleted or rendered illegible.
- The model, model type, production or production serial number on the product has been changed, crossed out, deleted or rendered illegible.
- Repairs or modifications were carried out by servicing or other organisations or persons who are not authorised to do so.
- In case of improper use.
- The defect is a consequence of external contingencies, such as, but not limited to, lightning strikes, flooding, fires, carelessness, incorrect or improper use, inexperienced use, use in a product-unfriendly environment, in case of exposure to extreme temperatures and peak loads or as a result of animals.
- The defect was caused by connected peripheral equipment, accessories or materials for use other than as prescribed by the manufacturer.
- A defect was caused by software and/or configurations not authorised by Vicair B.V..
- In case of overburdened use.
- The product has become defective as a result of normal wear of parts that can be replaced.
- The product is used in a country for which it was not designed, produced or approved and consequently, for example, but not limited to, fails to comply with the local or national technical standards that apply.
- The goods to which the warranty claim applies have been resold.
- The other party fails to comply with its obligation or is in default towards Vicair B.V. in any way.

1.15 Software and consumer items such as, but not limited to, batteries, disc packs and memory carriers are never covered by the warranty provided by Vicair B.V..

1.16 Vicair B.V. is not obliged to make replacement goods available to the other party for the duration the goods that come under the warranty issued by it are in its possession. If it makes such goods available to the other party, such goods are not covered by the warranty.

1.17 Products or parts thereof that are replaced under the warranty provided by Vicair B.V. become the full property of Vicair B.V. as a result of the warranty that was provided.

1.18 The goods taken in by Vicair B.V. for repair remain fully for the risk of Vicair B.V..

1.19 Vicair B.V. cannot be held liable in any way or in any form by and/or on the part of the other party for the loss or disclosure of information and/or functionalities concerning the goods referred to in this appendix during the period these goods are being handled and/or are in the possession of Vicair B.V. or in the event these goods are in the possession of third parties engaged by it under its responsibility. The other party remains independently responsible for data security and is obliged to arrange in a timely manner for adequate storage of the aforementioned information and/or functionalities.

1.20 Vicair B.V. is never subject to obligations that exceed what is set out in this appendix also in case of a claim under the warranty submitted correctly or incorrectly by and/or on behalf of the other party. This means that it is not liable either for any form of loss sustained and/or to be sustained by the other party and/or on the part of the other party.

1.21 The warranty provided by Vicair B.V. to the other party lapses automatically at the moment the other party sells the relevant goods to third parties and/or transfers them for use to third parties.

These general terms and conditions including the appendix "general warranty terms and conditions" are also subject to the © copyright of De Incassokamer B.V.