
General Terms and Conditions

Comfortica B.V.

Article 1 Definitions

- **Comfortica:** Comfortica B.V., the contractor, established in Enschede and registered in the trade register under number 60853212.
- **Client:** The natural person or legal entity that has entered into an agreement with Comfortica, uses Comfortica's services, and/or to whom Comfortica sends a quote. This also includes a client who is not acting in the exercise of a profession or business (so-called consumer).
- **Agreement:** The agreement between Comfortica and the client.
- **Services:** All services offered by Comfortica. This includes but is not limited to alarm and camera systems, home automation, security, maintenance, etc.
- **Work:** All work or installation/maintenance activities that Comfortica performs in the context of the agreement and/or service contract.
- **Manufacturer:** The manufacturer/developer that makes or produces the systems, products, hardware, and/or software offered by Comfortica.
- **Service Contract:** The agreement between Comfortica and a client for maintenance and/or service.
- **Location:** The place where the work is carried out.
- **Terms and Conditions:** These general terms and conditions.

Article 2 General Provisions

- These terms and conditions apply to all agreements, quotes, work, service contracts, and/or services.
- By accepting the quote, the service contract, and/or the agreement, the client accepts the applicability of these terms and conditions.
- These terms and conditions also apply to agreements for which Comfortica must engage third parties for execution.
- If one or more provisions in these terms and conditions are void or annulled, the remaining provisions will remain in force. Comfortica will replace the relevant provisions, taking into account the purpose and intent of the original provision as much as possible.
- Situations not regulated by these terms and conditions must be assessed in the spirit of these terms and conditions.

- Ambiguities about the interpretation or content of one or more provisions of these terms and conditions should be explained in the spirit of these terms and conditions.
- If Comfortica does not always demand strict compliance with these terms and conditions, this does not mean that they do not apply or that Comfortica loses the right to demand strict compliance in other cases.
- Comfortica has the right to unilaterally amend or supplement the terms and conditions. Changes will be communicated as soon as possible. The client agrees to be bound by the modified terms if they use Comfortica's services or agreements after the notification of the changes. Changes that are necessary due to regulations, policies, or technical reasons can be implemented at any time by Comfortica.

Article 3 Quotes

- Each quote is without obligation unless stated otherwise in the quote.
- A quote is valid for 30 days from the date unless Comfortica specifies otherwise in the quote.
- If the acceptance of the quote differs, Comfortica is not bound by it. The agreement will not be concluded in accordance with the deviating acceptance.
- A composite quote does not oblige Comfortica to perform part of the agreement at a corresponding part of the specified price.
- All quotes are based on the information provided by the client. The client guarantees that they have provided all relevant information to the best of their knowledge. If the information provided by or on behalf of the client is incorrect or incomplete, Comfortica has the right to adjust the quote, service contract, and/or agreement.
- Comfortica cannot be held to its quotes if the client can reasonably understand that the quote or part of it contains an error or mistake.
- Prices in quotes are based on the prices applicable at the time. If there is a price increase, Comfortica is entitled to increase the prices accordingly.
- Issued quotes do not automatically apply to future agreements.
- Comfortica always has the right to withdraw a quote.

Article 4 Formation of the Agreement

- An agreement between Comfortica and the client is concluded when the client signs the quote or the agreement, and Comfortica accepts the signed quote or agreement.

- An agreement also exists if Comfortica starts the execution of its work or the agreement at the request of the client.
- The content and scope of the agreement are determined solely by the written and signed quote and/or agreement.
- Only written agreements or promises apply. No rights can be derived from oral or telephone agreements or promises.
- If an agreement is made by telephone, it will only be established after it has been confirmed in writing by Comfortica.
- Comfortica is entitled to refuse an agreement without giving reasons.
- If an agreement conflicts with the rules, policies, and/or guidelines of third parties, Comfortica is entitled to refuse the agreement.
- All data, information, advice, and documents form part of the agreement unless the parties agree otherwise.
- If Comfortica requires a down payment, work will not commence until the agreed down payment has been received. Comfortica has the right to suspend the formation and execution of the agreement until it has actually received the down payment from the client.

Article 5 Client Obligations

- If necessary for the execution of the agreement and/or work, the client must provide Comfortica with a workspace and the required and desired facilities free of charge at the location.
- The client is obliged to make all declarations and provide cooperation to Comfortica to promote optimal execution of the agreement and/or work or remove obstacles for an optimal execution.
- The client must provide all data, materials, and documents that Comfortica deems necessary for the correct execution of the agreement and/or work.
- The client guarantees the accuracy, completeness, and reliability of the data, materials, or information provided by or on behalf of them to Comfortica.
- The client must ensure that the location where Comfortica is to perform the work is freely accessible.
- The client must ensure that the location is free of excess materials, obstacles, loose animals, or other items that could pose a danger to Comfortica or the third parties it engages.

- If the client does not meet the obligations mentioned in this article, Comfortica is entitled to suspend its work until the client has met their obligations.

Article 6 Execution of the Work

- All agreements, services, and/or work are carried out by Comfortica to the best of its knowledge and ability. Comfortica cannot guarantee that the work will continuously achieve the desired result. With regard to the work, services, and/or agreements, there is a best-efforts obligation and not an obligation to achieve results. The best-efforts obligation means that Comfortica cannot guarantee that the desired results will actually be achieved.
- Comfortica is entitled to have work performed by third parties without the client's consent.
- If it is agreed that the agreement will be executed in phases, Comfortica may suspend the execution of the parts that belong to the next phase until the client has approved the results of the preceding phase in writing.
- Any delivery times mentioned in a quote and/or agreement are never strict deadlines. If Comfortica exceeds a delivery time, the client must give Comfortica notice of default in writing, allowing at least four weeks for Comfortica to still execute the agreement.
- As long as the client has not paid the agreed down payment, Comfortica will suspend its work and/or the execution of the agreement until it has received the down payment.
- If permits, exemptions, or comparable decisions are required for the execution (or parts of) the agreement and/or work, the client is responsible for obtaining them in time.
- Given the nature of the services offered, Comfortica may be subject to the laws, rules, guidelines, policies, and technologies of third parties. All work is performed in accordance with the laws, rules, and guidelines of the respective third party. In view of the provisions of this clause, Comfortica is authorized to change or adjust its work without the client having the right to terminate the agreement or claim compensation.

Article 7 Cancellation

- In the event of cancellation by the client, all costs incurred by Comfortica in relation to the agreement, as well as lost profits, are immediately due and payable, with a minimum of 20% of the principal sum, all to be increased, if necessary, by any damages suffered by Comfortica as a result of the cancellation.

- If Comfortica cancels an appointment due to illness or another force majeure situation, a new appointment will be made. In the event of force majeure, Comfortica cannot be held liable.
- The provisions of this article do not apply in cases of force majeure.

Article 8 Additional and Reduced Work

- Additional work is understood to mean: work and deliveries that Comfortica considers necessary for the realization of the work and/or the fulfillment of the agreement and that were not explicitly requested by the client.
- Additional or reduced work is reported in writing as much as possible, preferably before its execution. However, Comfortica is also entitled to payment if the additional work has not been (formally) reported or instructed and the additional work was practically required.
- If no price has been agreed upon between the parties, additional work will be charged on a cost-plus basis or at a reasonable and customary price.
- If additional work is involved, this may affect any agreed delivery times.
- Any additional work outside the contract will be invoiced by Comfortica at the then-applicable prices.
- If circumstances arise during the work that lead to additional costs and/or work, Comfortica will inform the client.
- Government levies (other than VAT) as well as any costs incurred in connection with the agreement, including parking fees, traffic measures (for example, for the crane), shipping, transport, storage, packaging, and administrative costs, are not included in the price unless explicitly agreed otherwise in the quote or agreement.

Article 9 Service Contracts

- The provisions in this article specifically apply to the service contracts offered by Comfortica.
- These terms and conditions also apply to service contracts. In case of conflict between these terms and conditions and the service contract, the provisions of the service contract take precedence.

Article 10 Software

- Comfortica and the manufacturer grant the client a non-exclusive and non-transferable right to use the software.

- It is not permitted to transfer any rights or obligations from the agreement, license conditions, and/or general terms and conditions to third parties unless agreed upon in writing by the parties.
- The client is not allowed to perform any actions that could potentially harm the software.
- The client may not use the software in violation of legal provisions, the agreement, the license conditions, and/or these terms and conditions.
- The manufacturer is allowed to take and maintain technical measures to protect intellectual property rights on the software or materials.
- If the client cannot use and/or access the software (for any reason), no refund will be provided for the days that the client could not use and/or access the software.
- Comfortica has no influence over the software and cannot guarantee:
 - The uninterrupted availability and functioning of the software;
 - The unimpeded and uninterrupted use of the software;
 - The complete reliability and invulnerability of the software.
- Comfortica, as the supplier, can never be held liable for the non-functioning, availability, or accessibility of the software.
- The manufacturer may always improve, modify, update, temporarily or permanently deactivate, or limit or prohibit access to the software or parts of it without notice. The client cannot hold Comfortica and/or the supplier liable for this.
- Comfortica is not responsible for the content of websites, software, programs, or services of manufacturers and/or third parties, for links in websites, software, programs, or services of third parties, or for changes in or updates to websites, software, programs, or services of third parties.

Article 11 Delivery Times

- Agreed or mentioned delivery terms never count as strict deadlines and are only provided as an estimate because Comfortica depends on the delivery times of manufacturers.
- If delivery is not on time, Comfortica will only be in default after receiving a written notice of default.

Article 12 Completion

- The client is obliged to investigate whether Comfortica has performed the agreement properly after completion and must notify Comfortica immediately, but no later than within 7 days, in writing if they find otherwise.
- Comfortica is always entitled to offer a new performance in place of a previous one.
- The performance of the agreement will be considered proper if the client has not conducted the investigation and/or made the notification as required in paragraph 1 of this article in time.
- The performance by Comfortica will in any case be deemed proper if the client has taken the delivered product into use, has processed or treated it, or has delivered it to third parties or made it available.

Article 13 Retention of Title

- All products and materials delivered remain the property of Comfortica until the client has fulfilled all obligations arising from the agreement.
- The products/materials delivered under the retention of title may not be pledged or encumbered in any other way by the client.
- If third parties seize the products and/or materials delivered under the retention of title, or wish to establish or assert rights to them, the client must immediately inform Comfortica.
- If the products and/or materials delivered are subject to the retention of title referred to in this article, Comfortica is entitled to take back the products and/or materials. The client is obliged to cooperate fully in this regard.

Article 14 Payment and Collection Costs

- Invoices sent must be paid within 8 days of the invoice date.
- Comfortica sends its invoices digitally.
- Comfortica is entitled to request a down payment. As long as the down payment has not been paid, Comfortica will not commence its work.
- Any objections to the amount of the invoice do not suspend the client's payment obligation.
- If the client fails to pay on time, the client is legally in default, and Comfortica has the right, after having reminded the client at least once, to charge statutory (commercial) interest from the due date until the day of full payment, without any further notice of default.
- All reasonable costs incurred as a result of out-of-court collection are borne by the client. In any case, the client owes collection costs.

- If Comfortica has incurred higher costs that were reasonably necessary, these will also be charged to the client, as well as any legal and execution costs incurred.
- For consumers, the law stipulates that they must first receive a written notice of default with a 14-day grace period before Comfortica is entitled to statutory and out-of-court collection costs.
- Over the collection costs owed, the client also owes statutory (commercial) interest.
- Payments made by the client will always be applied to settle first all outstanding interest and costs, and secondly, the oldest due invoices from Comfortica.
- In the case of a joint assignment, clients are jointly and severally liable for the payment of the invoice.
- If there is a payment default, Comfortica will suspend its work. The work will resume once the client has paid all outstanding amounts, including statutory (commercial) interest.

Article 15 Dissolution, Suspension, and/or Termination of the Agreement

Comfortica is entitled to suspend its obligations or to dissolve the agreement if:

- The client does not, or does not fully, meet their obligations under the agreement and/or these terms;
- After concluding the agreement, Comfortica learns of circumstances giving good reason to fear that the client will not meet their obligations;
- The client was asked to provide security for the fulfillment of their obligations under the agreement and/or these terms and conditions, and such security is insufficient or absent. As soon as security is provided, the right to suspend lapses, unless this delays the fulfillment unreasonably;
- The client fails to pay the agreed down payment, does not pay on time, or pays incompletely;
- One of the parties dies;
- Comfortica ceases its business.
- Comfortica has the right to dissolve the agreement if circumstances arise that make the fulfillment of the agreement impossible or cannot reasonably be demanded, or if circumstances arise that make the unchanged maintenance of the agreement unreasonable.

- If Comfortica dissolves the agreement, all its claims become immediately due and payable.
- If Comfortica suspends the fulfillment of its obligations, it retains its rights under the law and the agreement.
- Comfortica always has the right to claim damages.

Article 16 Force Majeure

- Parties are not obliged to fulfill any obligation if they are hindered by a circumstance that is not due to fault and for which they are not responsible by law, legal act, or generally accepted standards.
- In these terms, force majeure means, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, over which Comfortica has no control but which prevent Comfortica from fulfilling its obligations. This includes strikes at Comfortica, its suppliers, and/or third parties engaged.
- Comfortica has the right to invoke force majeure if the circumstance preventing (further) fulfillment occurs after Comfortica should have fulfilled its obligation.
- Parties can suspend their obligations under the agreement for the duration of the force majeure. If this period lasts longer than two months, either party is entitled to dissolve the agreement without being liable for damages to the other party.
- To the extent that Comfortica has already partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure, or will be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, Comfortica is entitled to invoice the part already fulfilled or to be fulfilled separately. The client is obliged to pay this invoice as if it were a separate agreement.

Article 17 Warranties

- Regarding warranties on products, hardware, and/or software from third parties such as manufacturers, only the warranty provided by the respective third party is given. Comfortica will endeavor, for a period of 12 months after delivery, to ensure that any warranties are honored by the manufacturer. Comfortica's role is solely as an intermediary.
- Comfortica provides no warranty other than the warranty it has obtained from the relevant manufacturer. The provided warranty is the so-called factory warranty. The manufacturer remains responsible for handling the complaint

and providing the warranty, and the manufacturer's warranty terms apply in this regard.

- The warranty obligation expires if the client has made modifications or repairs themselves or through third parties, has used the delivered products for purposes other than normal use, or has otherwise handled or maintained the products improperly.
- After delivery, one year of maintenance (software) updates for the installed equipment is included. After this year, the client has the option to enter into a service contract with Comfortica.
- The warranty on all work and installed equipment is 12 months. After this period, the client must contact the manufacturer of the equipment for warranties.
- The warranty period for hardware is 24 months.
- Warranty claims must be submitted to Comfortica within 7 days of discovering the defect, by phone, in writing, or digitally with confirmation of receipt. After this period, the right to a warranty expires.
- The provisions of this article apply exclusively to services/products for which Comfortica has issued a valid written proof of purchase.

Article 18 Complaints

- A complaint regarding the execution of the agreement, work, or the invoice must be submitted in writing and substantiated within 1 week after discovery or completion.
- Complaints are not possible:
 - If the completed work shows one or more imperfections or deviations that fall within a reasonable tolerance;
 - If damage was caused by the negligence of the client (for example, insufficient maintenance) or because the client acted contrary to instructions, guidance, and advice from Comfortica;
 - For damage to paint and chrome work;
 - If repairs or other work have been carried out on the completed work without Comfortica's written consent (by third parties).
- If the term specified in paragraph 1 has expired, the work and/or invoice will be considered to have been approved, and all rights in this regard will lapse.
- Comfortica aims to handle a complaint within 3 weeks of receiving it. If more time is needed, Comfortica will inform the client by email.

- If the complaint is justified, Comfortica has the option of adjusting the invoice, correcting or redoing the work free of charge, or fully or partially re-executing the agreement and/or work/services.

Article 19 Liability

- Any liability is limited to what is provided in these terms.
- Comfortica is not liable for any damage resulting from incorrect and/or incomplete information provided by or on behalf of the client.
- Comfortica is not liable for errors resulting from work carried out by third parties.
- If the building materials or aids provided or prescribed by the client are unsuitable or defective, the consequences thereof are the client's responsibility.
- Comfortica is not liable for damage caused by errors and/or defects in the requested constructions, methods, designs, calculations, designs, incorrect/incomplete measurements, or materials.
- Comfortica is only liable for direct damage. Direct damage is understood to mean:
 - Reasonable costs incurred to make Comfortica's performance conform to the agreement, to the extent that these can be attributed to Comfortica;
 - Reasonable costs incurred to determine the cause and extent of the direct damage;
 - Reasonable costs incurred to prevent or limit damage, to the extent that the client demonstrates that these costs have led to a limitation of the direct damage.
- Comfortica is not liable for indirect damage, including but not limited to:
 - Lost profits;
 - Missed savings;
 - Consequential damage;
 - Reputation damage;
 - Disappointed expectations;
 - Business or other interruptions.
- Insofar as Comfortica is liable due to non-performance or improper performance of the agreement, its liability is limited to a maximum of once the

invoice amount, with a maximum of €5,000. Any liability expires one year after delivery or after the occurrence of the damage. In the absence of this, any right to compensation expires.

- Comfortica's liability is always limited to the amount covered and paid by Comfortica's insurer. If the insurer does not cover the claim or Comfortica is not insured, liability is limited to a maximum of once the invoice amount, with a maximum of €5,000.
- Comfortica is not liable in cases of force majeure.
- Comfortica is also not liable for the operation/installation of existing installations or if operational errors are made by the client.
- The limitations set forth in this article do not apply if the damage is due to intentional acts or gross negligence on the part of Comfortica.

Article 20 Disputes and Applicable Law

- Only Dutch law applies, even if the client resides or is established abroad.
- The applicability of the Vienna Sales Convention is excluded.
- All disputes between Comfortica and a client will first be attempted to be resolved mutually before being submitted to the competent court.
- Disputes between Comfortica and a consumer that cannot be resolved through mutual consultation will be submitted exclusively to the competent court.