

# LIKE MIRROR SA GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

## Article 1: General terms and conditions

1. These general terms and conditions apply to all offers, quotations, sales, deliveries or receipts, services, contracts and all activities within this framework of Like Mirror SA and the companies with which it is associated and the third parties it uses (jointly referred to as: "Like Mirror"), which have been made to, concluded with and/or carried out at the buyer's (hereinafter referred to as: "you". In these conditions, products include goods and services.

2. By accepting offers from Like Mirror, placing orders with Like Mirror and entering into contracts with Like Mirror, you agree to be bound by and to act in accordance with these terms and conditions. The companies to which Like Mirror is linked and the third parties it uses may invoke these terms and conditions against you. Like Mirror undertakes only to the extent that these terms and conditions are applicable. Like Mirror explicitly rejects any other terms and conditions (from you). The delivery of products by Like Mirror does not imply that Like Mirror has accepted (the application of) conditions other than its own, or that they are applicable.

## Article 2: Orders: prices

1. All offers made to you by Like Mirror are without obligation. You can only order or place an order in writing. If you have placed an order with Like Mirror, it is irrevocable.

2. Like Mirror reserves the right to periodically announce general price changes or to apply them. These changes will take effect on a later order date or delivery date determined by Like Mirror.

## Article 3: Delivery

1. The delivery period begins on the date of written confirmation of the order. If an advance payment or deposit has been agreed, the delivery period will begin once the payment or deposit has been received in full. Delivery times are not binding.

2. Force majeure is understood to mean - without prejudice to statutory provisions or case law - any event beyond the control of Like Mirror, which permanently or temporarily prevents compliance with the contract, such as, inter alia, frost, fire, (natural) disasters, shortage of raw materials, stagnation in the delivery of goods by suppliers, unforeseen circumstances in the company, transport difficulties, import and/or export restrictions, and/or other unforeseen hindrances which, inter alia, make it totally or partially impossible to manufacture or transport the goods.

3. Like Mirror chooses the method of transport of the products to be delivered. The risk concerning the products falls to you at the time of delivery to you or to a third party that you call upon. Like Mirror is authorised to make multiple deliveries. You have an obligation to purchase.

4. The loaned packaging must be returned carriage paid in good condition and free of product residues no later than 6 months after receipt. If the packaging is not returned within this period or if it is returned damaged and/or with product residues, you will be invoiced for the costs of replacement and/or repair and/or cleaning and disposal.

5. Like Mirror may provide you with written instructions, standards or authorisation requirements concerning the products delivered, accepted and/or to be delivered or accepted with regard to storage, treatment or processing, use or application. You are obliged to make such documents available to your customers.

6. You guarantee that the agreed place of destination is accessible and passable for a 40-tonne vehicle. If this is not the case, the risks and any additional costs shall be borne by you. If the destination is not accessible and practicable, Like Mirror may postpone delivery, which postponement will be at your expense and risk only.

7. You are solely responsible for unloading; Like Mirror is not liable in this respect. Depending on the nature and weight of the goods, you guarantee that a properly functioning forklift truck that meets the standards in force for the specific delivery is present at the agreed destination. A loading capacity of at least 2,500 kg and a fork length of at least 1.5 m are required as a minimum, but a forklift that meets more stringent standards may be required if the load or the specific situation at the destination so requires.

## Article 4: Retention of title

1. All goods delivered and to be delivered by Like Mirror remain the property of Like Mirror until you have fully met your payment obligations with respect to such goods. You are required to cooperate, within reasonable limits, with all measures that Like Mirror wishes to take to protect the goods delivered and/or its right of ownership over these goods. If third parties seize the goods delivered under reservation of title or wish to establish or exercise rights over these products, you must inform Like Mirror immediately in writing.

2. You are not entitled to encumber the products subject to retention of title with any rights, to sell them or to make them (or have them) available to a third party in any other way. As long as the products delivered are subject to the retention of title clause, you are exclusively entitled to use or process them in the ordinary course of your business. After the processing or transformation of the products in question, Like Mirror becomes (co-)owner of the products thus created or co-created and you will automatically be obliged to retain these goods for Like Mirror.

3. If, despite the provisions set out in the previous paragraph, Like Mirror does not obtain ownership of the goods you have constituted, you are obliged, at Like Mirror's first request, to provide all the necessary cooperation required to establish a right of lien with or without possession (if applicable, also accruing to other entitled parties) on the products concerned in favour of Like Mirror.

4. Like Mirror is irrevocably entitled, without any notice of default being required, to take back the goods delivered under retention of title by removing them or having them removed from the location where they are located if you fail to comply with your payment obligations or if Like Mirror has good reason to fear that you will fail to comply with these obligations and that you will not be able to provide adequate security, on pain of a fine of 10% of the amount you owe to Like Mirror, with a minimum of €250 per day or part day during which you fail to comply with this obligation.

5. You are obliged to protect the products delivered or received under reservation of title diligently and to keep them as identifiable property of Like Mirror. You are required to adequately insure the risk against fire, theft and other kinds of damage with respect to the delivered products that are subject to retention of title and to keep them insured and show the contract for this insurance to Like Mirror upon request.

#### Article 5: Guarantees, claims

1. You are responsible for verifying that the product is suitable for the intended use and meets the required standards. Like Mirror never guarantees, not even if a sample of the delivered item was previously given to you, that the delivered item is suitable for the purposes for which you wish to employ, use or transform it. Like Mirror may establish other warranty and other conditions concerning the goods to be delivered or the work to be performed. Any communication from Like Mirror does not relieve you of your own responsibility to examine or verify whether an item is suitable for use and meets standards.

2. Any form of warranty is void in the case of a defect appearing as a result of or resulting from:

a. inappropriate, negligent, abnormal or improper use of a product, including use of a product by you and/or third parties (i) contrary to Like Mirror's guidelines and instructions and/or the law and regulations, (ii) on a supporting framework made not in accordance with applicable standards and/or (iii) abnormal and/or excessive wear and tear characteristics as a result of improper storage or maintenance carried out by you and/or third parties ;

b. defects caused by circumstances beyond the control of Like Mirror, such as product defects not originating in the manufacture and/or delivery of the product or caused by external causes, including lightning, fire, flood and weather conditions;

3. You are obliged to examine (or have examined) the goods delivered at the same time as the products are made available to you or the work is carried out. In this context, you are obliged to examine or have examined whether the quality and/or quantity of the products delivered corresponds to what has been agreed with you and meets the standards that the parties have agreed in this respect. Any apparent defects must be reported to Like Mirror in writing within 14 calendar days of delivery. Any hidden defects must be reported in writing to Like Mirror within 14 days of their discovery and in any event no later than fourteen calendar days from their discovery and in any event within six months of delivery. You must give Like Mirror the opportunity to investigate the complaint (or have it investigated).

4. If it is established that a product is defective and if you have returned it in a timely manner and in good condition (free of defects caused by you or at your premises), Like Mirror undertakes, within a reasonable time after receipt of the returned product, at Like Mirror's discretion, (i) replace the defective product, with or without another order, by delivering a new product (ii) repair it and/or (iii) credit you with the purchase price you paid, in which case the contract is deemed terminated with respect to the defective product. In the event of a replacement or credit, you are first and foremost required to return the product to be replaced in good condition to Like Mirror and to give Like Mirror ownership of said product, unless Otherwise Specified by Like Mirror. Like Mirror may also choose to deliver the missing product and/or grant a price reduction.

5. If, in any case whatsoever, Like Mirror proceeds with the re-delivery of a product, Like Mirror is only obliged to deliver a product that is as similar as possible, but not to an identical product (even if a similar Like Mirror item code is applied, different production batches may vary from one another).

6. You do not have the right to suspend your payment obligation and you remain obliged to accept and pay for other products ordered and partial shipments of the same order.

7. If a defect is reported after the deadlines referred to in this article, your rights will lapse.

8. If it is established that a claim is unfounded, the costs created as a result of this claim, including Like Mirror's examination costs, will be entirely for your account.

9. Notwithstanding the statutory limitation periods, the limitation period for all actions and defences against Like Mirror is one year. Like Mirror never waives a right.

10. The costs related to the return of the merchandise (transport, packaging and any other costs necessary for the perfect return of the initial product) to Like Mirror are entirely at the client's expense.

#### Article 6 : Liability

1. Like Mirror's liability (i) under the contract, including liability for failure to deliver, late delivery of products or defects in delivered products, or (ii) on other grounds for damages in any form whatsoever, is limited to the net invoice value of the products concerned and, if the entire invoice does not relate solely to these products, to the part of the invoice to which the liability relates.

2. Like Mirror's liability is in any case limited to the amount that Like Mirror receives from its civil liability insurer for defective services. Like Mirror is not liable for damages against which you are insured.

3. Like Mirror is exclusively liable for direct damages. By direct damages, we mean exclusively the reasonable costs incurred to ascertain the cause and extent of the damages, insofar as the ascertainment relates to damages under these terms and conditions, any reasonable costs incurred to bring the defective service into compliance with the contract, insofar as the non-compliance can be attributed to Like Mirror, and the reasonable costs incurred to prevent or limit the damages, insofar as you prove that these costs led to the limitation of the direct damages under these terms and conditions.

4. Like Mirror is never liable for indirect damage, including damage resulting from delayed delivery, loss of profit and commercial losses, consequential damage, lost savings and damage due to stagnation or stoppage of operations, nor for the costs of dismantling the defective product, its supporting framework or the costs of reinstalling any new product delivered and repairing the supporting framework, the costs of (repairing) painting, roofing, installing and dismantling sun protection, lighting, window washer pods and other costs of a similar nature. Like Mirror is not liable for any damages whatsoever resulting from delays, damage, injury or non-fulfilment of Like Mirror's obligations due to causes beyond its control.

5. [www.likemirror.com](http://www.likemirror.com) is the only source of technical information on the products. Like Mirror reserves the right to adapt this information if necessary. Like Mirror is under no obligation to inform you of such changes. Like Mirror is never responsible for any damage of any kind resulting from advice, opinions, calculations or other information concerning the products given (by telephone or otherwise) outside [www.likemirror.com](http://www.likemirror.com). You are at all times responsible for examining for yourself the suitability of the information (including information provided by Like Mirror) and products for your intended use.

6. Like Mirror is never liable for any damages whatsoever resulting from Like Mirror's reliance on inaccurate and/or incomplete information provided by you or on your behalf to Like Mirror. Like Mirror is not responsible for verifying the accuracy and/or completeness of the information that you or your representatives have provided and/or made available.

7. Like Mirror is not liable for damages caused to you (including your subordinates), by third parties hired by you or your clients resulting from total or partial non-compliance with instructions, standards and authorisation requirements provided by Like Mirror (or its suppliers), non-compliance with applicable regulations or if the use of the products delivered or received is contrary to applicable regulations. You indemnify Like Mirror against all third party rights relating to the products and/or services delivered or received, including the rights of your subordinates and third parties engaged by you.

8. Sending messages to Like Mirror by electronic means - including EDI - without Like Mirror having concluded a specific written agreement with you to this effect is at your own risk. Like Mirror is not responsible for the non-receipt or incomplete or incorrect receipt of any such message sent which, in any case, will be considered as your correct statement, as received.

9. Like Mirror will not be able to assert the limits referred to in this article of its liability, if and insofar as the damages are consecutive to an intentional act or recklessness knowingly committed by directors and officers of Like Mirror.

#### Article 7: Resolution; suspension

1. Like Mirror is entitled to terminate a contract with you out of court by means of written notice or to suspend the performance of its obligations under the contract, all without creating any right to damages for you, if the performance of the contract with respect to Like Mirror is made more difficult or is hindered, in particular as a result of the following circumstances:

a. force majeure as referred to in article 3, paragraph 2 of these conditions ;

b. if you have been in default for more than two months, apply for a deferment of payment, if an application for a declaration of bankruptcy is made against you and/or if you find yourself in a state of bankruptcy;

c. if one or more of your assets have been seized;

d. if, in the reasonable opinion of Like Mirror, your financial situation gives reason to do so.

#### Article 8 : Payment

1. Unless otherwise stated on the invoice, payment must be made by bank transfer to the bank account indicated by Like Mirror within 30 calendar days of the invoice date.

2. Like Mirror is entitled at any time, even before (continuing to) perform, to demand from you an advance payment and/or security for the fulfilment of your obligations. Any right of suspension or right to compensation by you is excluded.

3. Any additional costs incurred in connection with payment, such as costs charged by the bank when paying the invoice amount and costs incurred when presenting transport documents, are for your account.

4. If payment has not been made by the due date, you will be in default by operation of law (without further notice of default or summons) and statutory commercial interest will be payable from the due date. All costs of establishing liability and all costs of recovery (including legal assistance costs) are for your account. Extrajudicial costs amount to at least 15% of the invoice amount (but may be higher). Like Mirror may also suspend all (sales) contracts in whole or in part. Failure to pay an invoice will render all other outstanding invoices immediately payable.

#### Article 9: Intellectual property rights

1. The intellectual property rights with respect to the products, materials and/or services provided to you by Like Mirror or made available to you in any manner whatsoever (such as analyses, projects, documentation, reports, estimates, etc.) belong exclusively to Like Mirror or, as the case may be, to its suppliers and/or licensors. You obtain the rights to use them only insofar as they are expressly granted to you, unless expressly agreed otherwise in writing between Like Mirror and you. Like Mirror Meteon, Like Mirror Athlon, Like Mirror TopLabplus and Like Mirror Virtuon are registered trademarks of Like Mirror.

2. You may not apply for any product certificate for Like Mirror products, nor may you test or have tested Like Mirror products or otherwise subject them to procedures designed to obtain any certificate, recipe, declaration or comparable report, except with Like Mirror's express prior written consent.

#### Article 10: Applicable law and settlement of disputes

1. Dutch law is exclusively applicable to your relationship with Like Mirror, as well as the latest version of INCOTERMS. The applicability of the Vienna Convention is excluded. The Court of Limburg, Roermond, has exclusive jurisdiction.

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