

Terms and Conditions

General Terms and Conditions applicable to all our services and products

Table of contents

| | |
|---|-------------------------------------|
| Inhoudsopgave | Fout! Bladwijzer niet gedefinieerd. |
| Introduction..... | 2 |
| Articles | 2 |
| Article 1 – Definitions | 2 |
| Article 2 – Scope | 2 |
| Article 3 – Offers and Quotations | 2 |
| Article 4 – Formation of the Agreement and Cancellation by Customer | 3 |
| Article 5 – Delivery and Installation..... | 3 |
| Article 6 – Payment Terms..... | 3 |
| Article 7 – Retention of Title..... | 4 |
| Article 8 – Warranty and Maintenance | 4 |
| Article 9 – Liability | 4 |
| Article 10 – Force Majeure | 5 |
| Article 11 – Intellectual Property Rights | 5 |
| Article 12 – Privacy and Data Protection | 5 |
| Article 13 – Complaints Procedure..... | 5 |
| Article 14 – Disputes and Applicable Law | 6 |
| Article 15 – Amendments..... | 6 |
| Article 16 – Right of Withdrawal for Distance Sales | 6 |
| Article 17 – Scope of Work and Extra Work | 6 |
| Article 18 – Customer's Obligations..... | 7 |
| Article 19 – Delay Not Attributable to Ecomotic..... | 7 |
| Article 20 – Third Parties and Compliance | 7 |
| Article 21 – Deliveries by Wholesalers and Delays | 8 |
| Article 22 – Price Adjustments | 8 |
| Article 23 – Transport and Risk | 8 |
| Article 24 – Subsidies and Permits | 8 |
| Article 25 – Miscellaneous..... | 8 |

Introduction

These General Terms and Conditions have been drawn up by Ecomotic V.O.F. and apply to all our offers, agreements, deliveries, and services. This document sets out the rights and obligations of both Ecomotic and its Customers. Specific provisions apply to Business Customers, as included in the Articles.

Articles

Article 1 – Definitions

- 1.1 Ecomotic: the general partnership (V.O.F.) Ecomotic, with its registered office at Dwarsweg 40A, Rozenburg, registered with the Dutch Chamber of Commerce under number 90299701.
- 1.2 Consumer: any natural person who is not acting in the course of a profession or business and enters into an Agreement with Ecomotic.
- 1.3 Business Customer: any legal entity or natural person acting in the course of a profession or business and entering into an Agreement with Ecomotic.
- 1.4 Products: all goods offered and/or supplied by Ecomotic, including air conditioners, heat pumps, ventilation systems, and related accessories.
- 1.5 Agreement: any arrangement between Ecomotic and the Customer regarding the supply of Products and/or services.
- 1.6 In Writing: communication by e-mail or other electronic means, unless agreed otherwise.

Article 2 – Scope

- 2.1 These Terms apply to all offers, quotations, Agreements, deliveries, and services of Ecomotic.
- 2.2 By entering into an Agreement, the Customer accepts these General Terms and Conditions.
- 2.3 If any provision proves void or unenforceable, the remaining provisions shall remain in full force and effect.
- 2.4 If these Terms are made available in multiple languages, the Dutch text shall prevail in the event of discrepancies.
- 2.5 The applicability of the Customer's own general terms and conditions is expressly rejected, unless agreed otherwise In Writing.
- 2.6 The Uniform Administrative Conditions (UAV 2012 or UAV-GC) apply only if expressly agreed In Writing.

Article 3 – Offers and Quotations

- 3.1 All quotations and price indications are without obligation and valid for 30 days, unless stated otherwise.
- 3.2 Offers are based on information provided by the Customer. If such information is incorrect, Ecomotic may adjust the quotation or Agreement.
- 3.3 Prices are exclusive of VAT and additional costs (transport, installation, administration), unless stated otherwise.
- 3.4 All designs, drawings, advice, or calculations provided by Ecomotic remain the property of Ecomotic and may not be shared with third parties or used for competing assignments without prior written consent.
- 3.5 The Customer shall keep confidential any quotations, designs, and calculations provided by Ecomotic and shall not disclose them to third parties, except to the extent necessary for entering into the Agreement.

Article 4 – Formation of the Agreement and Cancellation by Customer

4.1 The Agreement is concluded as soon as Ecomotic has received a quotation or order confirmation signed by the Customer (Art. 6:217 Dutch Civil Code).

4.2 Ecomotic may cancel an order if performance proves impossible for technical, legal, or logistical reasons.

4.3 If the Customer cancels the Agreement in whole or in part, Ecomotic shall be entitled to charge cancellation fees (Art. 6:74 DCC). Such fees shall by default be 30% of the total contract price, plus costs already incurred. If cancellation occurs within 7 days prior to the agreed execution date, the fee shall be 50% of the contract price.

Article 5 – Delivery and Installation

5.1 Delivery periods are indicative. If delivery does not occur within the agreed period, the Consumer may set Ecomotic a reasonable additional period of at least 14 days. If delivery does not take place within that period, the Consumer is entitled to rescission of the Agreement (Art. 6:265 DCC, in conjunction with Arts. 7:9 DCC and Arts. 7:17 DCC).

5.2 The Customer is responsible for a suitable and safe workplace. Additional costs due to inaccessible or unprepared locations shall be charged on.

5.3 Ecomotic may suspend installation if the installation environment does not meet the requirements.

5.4 The Customer must follow Ecomotic's instructions and documentation.

5.5 Installations and works are in principle performed during regular business hours (Monday to Friday, 08:00–17:00). If the Customer requests or necessitates work outside these hours, Ecomotic may charge additional costs.

5.6 Minor damage reasonably unavoidable in carrying out installation works (such as drilling in walls or ceilings) does not entitle the Customer to compensation.

5.7 If delivery or installation is delayed because the Customer cannot or will not take delivery in time, Ecomotic may charge storage costs. From the moment of delivery or storage, the risk lies fully with the Customer (Art. 6:58 DCC).

5.8 Removal and processing of old equipment, materials, or environmentally hazardous substances (such as refrigerants) shall take place only if agreed In Writing and is entirely at the Customer's expense.

Article 6 – Payment Terms

Consumers:

6.1 Consumers shall pay 50% of the invoice amount upon confirmation of the order. The remaining 50% shall be paid upon handover.

6.2 Deviations are possible if agreed In Writing.

Business Customers:

6.3 Business Customers shall pay within 14 days of the invoice date, unless agreed otherwise.

Both:

6.4 For larger projects, a deposit of at least 30% of the total amount may be required, followed by final payment after installation or handover.

6.5 In case of late payment, the Customer is in default without notice of default, and Ecomotic may charge statutory (commercial) interest and collection costs (Arts. 6:119, 6:119a, 6:96 DCC).

6.6 If the payment term is exceeded, all other outstanding claims of Ecomotic against the Customer shall become immediately due and payable.

6.7 Ecomotic may suspend or refuse performance of ongoing orders while invoices remain unpaid, without prejudice to any other rights or remedies.

6.8 Ecomotic may suspend its warranty obligations as long as the Customer is in default with any payment obligation..

Article 7 – Retention of Title

7.1 Products remain the property of Ecomotic until full payment has been received (retention of title). This retention also applies if the goods supplied by Ecomotic have been resold or incorporated into other items; in that event, the Customer's claim against third parties shall automatically accrue to Ecomotic (Art. 3:92(2) DCC).

7.2 In the event of non-payment, Ecomotic may repossess Products without notice of default.

7.3 The Customer shall immediately notify Ecomotic if third parties assert rights to the delivered Products.

7.4 Ecomotic may suspend performance of its obligations if the Customer fails to fulfil obligations in time (Art. 6:52 DCC).

7.5 Ecomotic is entitled to exercise a right of retention over Products supplied or works performed until full payment has been made.

Article 8 – Warranty and Maintenance

8.1 In addition to the statutory warranty, Products carry a manufacturer's warranty of 24 months, unless agreed otherwise In Writing. This warranty is in addition to statutory conformity (Art. 7:17 DCC) and the right to free repair or replacement in case of defective delivery (Art. 7:21 DCC).

8.1a The duration of the manufacturer's warranty provided by Ecomotic shall never exceed the term set by the manufacturer, unless Ecomotic has expressly agreed otherwise In Writing or mandatory law prescribes a longer term.

8.2 The warranty covers only material and manufacturing defects. Damage due to improper use, external influences, or poor maintenance is excluded.

8.3 During the warranty period, Ecomotic will, at its discretion, repair or replace.

8.4 Repair or replacement does not extend the original warranty period.

8.5 The warranty excludes:

- normal wear and consumables (such as filters and batteries);
- defects arising from improper or incorrect use;
- defects caused by third parties performing work without Ecomotic's consent;
- defects due to external circumstances such as frost, lightning, fire, or water damage;
- defects arising from failure by the Customer to follow instructions or maintenance guidelines.

8.6 For Products and systems with digital components (such as software, apps, or connectivity), Ecomotic is not liable for temporary outages, data loss, security breaches, or incompatibility caused by third parties or external circumstances (such as operating system updates or internet disruptions).

8.7 If the Customer or third parties make changes to the installation or software without Ecomotic's consent, any right to warranty or free repair lapses, unless the Customer demonstrates that the change did not cause the defect..

Article 9 – Liability

9.1 Ecomotic is liable for damages resulting from a defect in the Product or from intent/gross negligence, as required by law (Arts. 6:74, 6:162, 6:185 DCC).

9.2 For Consumers, the statutory regime applies; limitations in this Article do not affect that.

9.3 For Business Customers, liability is limited to direct damages, up to a maximum of the invoice amount of the relevant Product or service. Consequential or indirect damages, including loss of profit and business interruption, are excluded.

9.4 Damages or complaints must be reported as soon as possible, and no later than 2 months after discovery.

9.5 Ecomotic is not liable for failure to achieve calculated or expected energy performance, yields, or savings of Products or installations, as these depend on usage, maintenance, and external circumstances.

9.6 For both Consumers and Business Customers, Ecomotic is not liable for indirect damages, including but not limited to non-pecuniary damage, loss of data, business interruption, and lost savings, unless there is intent or gross negligence.

Article 10 – Force Majeure

10.1 Ecomotic is not liable for delay or non-performance due to force majeure (including natural disasters, war, pandemics, supplier failures, import/export bans, government measures, etc.) (Art. 6:75 DCC).

10.2 In case of force majeure, Ecomotic may terminate or suspend the Agreement without liability for damages.

10.3 Force majeure includes, among other things: shortages of raw materials, strikes at suppliers or carriers, import or export bans, government measures, or other circumstances beyond Ecomotic's control.

Article 11 – Intellectual Property Rights

11.1 All intellectual property rights to Products, designs, and materials remain with Ecomotic.

11.2 Customers may not copy, publish, or use them beyond the agreed purposes.

Article 12 – Privacy and Data Protection

12.1 Ecomotic processes personal data in accordance with the General Data Protection Regulation (GDPR).

12.2 Data are used only for performance of the Agreement and are not shared without consent, unless necessary.

12.3 Customers have the right to access, rectify, and erase their data.

12.4 Where Ecomotic engages third parties to process personal data, this is always done on the basis of a data processing agreement in accordance with Art. 28 GDPR.

Article 13 – Complaints Procedure

13.1 Consumers must submit complaints In Writing to Ecomotic as soon as possible and no later than 2 months after discovering the defect (Art. 7:21 DCC). If repair or replacement is impossible or cannot be carried out within a reasonable time, the Consumer is entitled to rescission or a price reduction (Art. 7:22 DCC).

13.2 Business Customers must report complaints In Writing within 14 days of delivery, installation, or discovery of the defect.

13.3 Ecomotic responds within 14 days of receipt of the complaint. If more time is needed, this will be communicated with an indication of the period for a substantive response.

Article 14 – Disputes and Applicable Law

14.1 These Terms and the Agreement are governed exclusively by Dutch law (Art. 6:247 DCC). For Consumers, this choice of law does not prejudice mandatory consumer protection under the law of the Consumer's country of residence (Regulation (EC) No 593/2008 – Rome I).

14.2 For Business Customers, disputes shall be submitted to the District Court of Rotterdam.

14.2a For international Business Customers, only the District Court of Rotterdam has jurisdiction, unless mandatory law in the relevant country provides otherwise (Regulation (EU) 1215/2012 – Brussels I bis).

14.3 For Consumers, disputes are submitted to the court having jurisdiction according to the Consumer's place of residence.

14.4 If Ecomotic supplies Products or services outside the European Union, the Customer is responsible for compliance with local laws and regulations, including import duties, export restrictions, and customs regulations.

Article 15 – Amendments

15.1 Ecomotic may amend these Terms. The most recent version is always available on the website. If an amendment is unreasonably onerous for Consumers, such amendment may be annulled (Arts. 6:233 and 6:236(i) DCC).

15.2 Amendments also apply to existing Agreements, unless the Customer objects In Writing within 14 days.

Article 16 – Right of Withdrawal for Distance Sales

16.1 As Ecomotic's Products are supplied in combination with on-site installation, the statutory right of withdrawal for Consumers in distance sales generally does not apply (Art. 6:230p(d) and (f) DCC).

16.2 If the right of withdrawal does apply in a specific case, the Consumer is entitled to rescind the Agreement within 14 days of receiving the Product without giving reasons (Art. 6:230o DCC).

16.3 The Consumer is liable only for any diminished value of the Product resulting from handling beyond what is necessary to establish the nature, characteristics, and functioning of the Product (Art. 6:230s(3) DCC).

16.4 If the Product can no longer be sold as new due to use or damage, Ecomotic may determine the depreciation at up to 100% of the purchase price.

16.5 Refunds are made within 14 days of receipt of the withdrawal, provided the Product has been returned or the Consumer proves that it has been sent back (Art. 6:230r DCC).

Article 17 – Scope of Work and Extra Work

7.1 Ecomotic's quotation and/or invoice determines the scope of the agreed works and deliveries. Works or costs not explicitly included in the quotation or invoice are outside the Agreement and will, if desired, only be performed at an additional price.

17.2 Ecomotic is not liable for defects or damage arising because new Products or installations are connected to existing systems that do not meet applicable technical or legal standards, or for defects not caused by Ecomotic. Any costs for repair or replacement of such systems are entirely for the Customer's account (Art. 6:74 DCC).

17.3 The Customer is not entitled to suspend payments or exercise set-off due to defects in existing systems that fall outside the agreed scope (Arts. 6:52 and 6:127 DCC).

17.4 Extra work shall only be carried out after written confirmation by the Customer and is invoiced separately at the applicable rates.

17.5 Works are performed in accordance with applicable statutory and technical standards and guidelines, including relevant NEN standards and industry regulations.

Article 18 – Customer's Obligations

- 18.1 The Customer shall ensure that Ecomotic has timely access to all necessary data, decisions, approvals, and access to the site.
- 18.2 If the Customer fails to do so, Ecomotic is entitled to suspend performance and charge additional costs (Art. 6:58 DCC).
- 18.3 The Customer must ensure a safe working environment and compliance with all statutory safety standards.
- 18.4 The Customer is responsible for all required permits and exemptions.
- 18.5 The Customer provides the necessary utilities (water, electricity, internet) during performance.
- 18.6 If performance of the works is delayed due to circumstances attributable to the Customer—such as failure to make the site, utilities, or required data available in time—Ecomotic is entitled to charge waiting time, additional deployment, and rescheduling costs in full to the Customer (Art. 6:74 DCC).
- 18.7 The Customer is obliged to be adequately insured against damage to property and contents that may arise during the performance of works by or on behalf of Ecomotic. Any damage claims covered by this insurance are not for Ecomotic's account.
- 18.8 Handover is deemed to have taken place as soon as the Customer has signed the handover report or has actually put the installation into use.
- 18.9 If the Customer does not grant access to the site or otherwise fails to cooperate with performance, the Customer is in default (Art. 6:58 DCC). All costs thereby incurred, including waiting time, rescheduling costs, and damages, are fully for the Customer's account.
- 18.10 Once an installation is put into trial operation or testing, the risk of use and any damage from that moment rests fully with the Customer.

Article 19 – Delay Not Attributable to Ecomotic

- 19.1 If performance is delayed due to circumstances not attributable to Ecomotic, including work or omissions by third parties engaged by the Customer, Ecomotic is entitled to extend the completion period by the duration of the delay.
- 19.2 Any additional costs arising therefrom are for the Customer's account (Art. 6:75 DCC).

Article 20 – Third Parties and Compliance

- 20.1 If Ecomotic engages third parties (including but not limited to contractors, installers, or mechanics) to perform the Agreement, responsibility for their obligations primarily lies with those third parties. Ecomotic is not liable for damage, delay, or shortcomings resulting from the acts or omissions of such third parties, unless there is intent or gross negligence on the part of Ecomotic itself (Art. 6:76 DCC).
- 20.2 If a third party is in default, the Customer shall allow Ecomotic a reasonable period of at least 14 days to arrange for remedy or a solution (Arts. 6:82 and 6:83 DCC).
- 20.3 The Customer is not entitled to terminate the Agreement or suspend payments while Ecomotic is working on a reasonable solution.
- 20.4 Ecomotic is entitled to have work performed in whole or in part by third parties without the Customer's consent.

Article 21 – Deliveries by Wholesalers and Delays

21.1 Delivery periods indicated by Ecomotic are always indicative and do not entitle the Customer to compensation or termination in case of exceedance, unless expressly agreed otherwise in writing.

21.2 If a delivery delay is caused by circumstances (partly) attributable to suppliers, wholesalers, or other third parties on whom Ecomotic relies, the Customer cannot derive rights against Ecomotic from this (Art. 6:75 DCC).

21.3 Ecomotic is entitled to terminate the Agreement in whole or in part or suspend delivery if the delay lasts longer than can reasonably be accepted, without liability for damages.

Article 22 – Price Adjustments

22.1 Ecomotic reserves the right to increase the agreed prices if cost-increasing circumstances arise after conclusion of the Agreement, such as increases in taxes, levies, transport costs, energy prices, or purchase prices at suppliers.

22.2 If a price increase exceeds 10%, the Consumer has the right to terminate the Agreement free of charge within 14 days of notification of the increase (Art. 6:236(i) DCC).

Article 23 – Transport and Risk

23.1 For Business Customers, all deliveries of goods by or on behalf of Ecomotic are, regardless of whether shipping and/or packaging costs are charged, at the Customer's risk from the moment the goods leave Ecomotic's warehouse or storage facility (Arts. 7:10 and 8:109 DCC).

23.2 If goods are damaged during transport, the Customer must report this to the carrier without delay and no later than within 48 hours, noting a reservation on the delivery slip. A copy of this notice must be sent to Ecomotic at the same time.

23.3 If the Customer fails to comply with paragraph 2, Ecomotic cannot be held liable for the damage incurred, except in case of intent or gross negligence by Ecomotic.

23.4 For Consumers, the risk passes only when the goods are actually delivered to the Consumer (Art. 7:11 DCC).

Article 24 – Subsidies and Permits

24.1 The Customer is responsible for applying for, obtaining, and maintaining any subsidies, tax benefits, or permits related to the supply or installation of products and/or services by Ecomotic.

24.2 Ecomotic provides only general information about possible subsidies or schemes, without any rights being derived therefrom.

24.3 Failure to obtain or the lapse of subsidies, tax benefits, or permits does not affect the Customer's obligations towards Ecomotic and does not entitle the Customer to suspension, discount, termination, or damages (Art. 6:75 DCC).

24.4 If, in exceptional cases, it is agreed in writing that Ecomotic will arrange an application for a subsidy or permit, this is always on a best-efforts basis and Ecomotic is not liable for rejection, revocation, or delay by the relevant authority.

Article 25 – Miscellaneous

25.1 If Ecomotic does not immediately enforce a provision of these terms, this does not constitute a waiver of rights.

25.2 If any provision is void or unenforceable, the remaining provisions remain fully effective.

25.3 For business customers, all claims and rights to damages, on any ground whatsoever, become time-barred one year after the day on which the Customer was or reasonably should have been aware of the damage and the liable party (Art. 3:322 DCC).