

GENERAL TERMS AND CONDITIONS

1. Definition of terms and applicability

- 1.1 The following terms are defined as follows in these general terms and conditions:
Indivipro Carpets & Rugs : the private company with limited liability Indivipro Carpets & Rugs BV, established in Enter, the Netherlands;
Customer: a person with whom Indivipro Carpets & Rugs has concluded an agreement and a person to whom Indivipro Carpets & Rugs has issued a quotation;
- 1.2 These general terms and conditions apply to all legal relationships between Indivipro Carpets & Rugs and the Customer, including offers and quotations from Indivipro Carpets & Rugs and all agreements between Indivipro Carpets & Rugs and the Customer.
- 1.3 Indivipro Carpets & Rugs expressly rejects any terms and conditions declared applicable by the Customer, including general terms and conditions and terms and conditions of purchasing, also in the event of any previous reference by the Customer to such (general) terms and conditions. Applicability of (general) terms and conditions of the Customer must be expressly agreed in writing with Indivipro Carpets & Rugs .
- 1.4 If the (general) terms and conditions of the Customer are declared (also) applicable, now or in the future, then the general terms and conditions of Indivipro Carpets & Rugs will prevail in the event of any conflict.

2. Offer, information and conclusion of agreement

- 2.1 All offers from Indivipro Carpets & Rugs are without obligation, unless expressly stated otherwise in the quotation. Images, catalogues, drawings and other information provided by Indivipro Carpets & Rugs are not binding on Indivipro Carpets & Rugs and only provide a general representation unless expressly stated otherwise. If a quotation from Indivipro Carpets & Rugs contains an offer without obligation and this offer is accepted by the Customer, Indivipro Carpets & Rugs has the right to revoke this offer immediately after acceptance.
- 2.2 The Customer is obliged to provide Indivipro Carpets & Rugs in a timely manner with all information that Indivipro Carpets & Rugs , in its opinion, needs for the correct execution of the agreement. The offer is based on the information provided for this purpose by the Customer, in which context Indivipro Carpets & Rugs assumes its correctness and completeness. The information provided by the Customer will serve as the basis for the conclusion of the agreement. The Customer guarantees the correctness, completeness and reliability of the information provided to Indivipro Carpets & Rugs , even if it originates from third parties. If it becomes apparent afterwards that part or all of this information was incorrect or incomplete, the Customer indemnifies Indivipro Carpets & Rugs against all possible claims arising from this, including those of third parties.
- 2.3 An agreement between Indivipro Carpets & Rugs and the Customer is only concluded after Indivipro Carpets & Rugs has accepted the Customer's order in writing, or has started the execution of the agreement.
- 2.4 Any incidental advice provided by Indivipro Carpets & Rugs on (construction) drawings submitted by the Customer is of a non-binding nature. The Customer must check said advice, or have it checked.
- 2.5 Provided technical specifications of the Product, and maintenance and laying recommendations and instructions for it (including if these are stated on the Product itself) form an integral part of the agreement with the Customer.
- 2.6 Unless otherwise agreed, the placement, application and/or laying of products or materials, and the associated costs, do not form part of the agreement.

3. Changes and additional work

- 3.1 Changes to the agreement and its execution required by the Customer after the order has been placed or the agreement concluded with Indivipro Carpets & Rugs must be notified to Indivipro Carpets & Rugs in writing by the Customer before Indivipro Carpets & Rugs has commenced the execution of the agreement. These changes only become part of the agreement concluded between Indivipro Carpets & Rugs and the Customer after Indivipro Carpets & Rugs has accepted these changes in writing or has started to implement them. If, in Indivipro Carpets & Rugs 's opinion, the changes desired by the Customer make a proper execution of the agreement impossible, Indivipro Carpets & Rugs is entitled to dissolve the agreement with the Customer extrajudicially on this ground. In such cases, Indivipro Carpets & Rugs will not be liable for any damage suffered by the Customer as a result, of whatever nature and magnitude. Problems arising from the changes are always at the expense and risk of the Customer.
- 3.2 If Indivipro Carpets & Rugs accepts the changes in the original agreement or has started its execution (even if it has not received a written notification as referred to in art. 3.1.), the Customer is obliged to pay all resulting (extra) costs as costs of additional



work by Indivipro Carpets & Rugs , without prejudice to the other payment obligations of the Customer with regard to the agreement concluded with Indivipro Carpets & Rugs .

- 3.3 If the changes referred to result in a delay in the execution of the agreement, the terms specified by Indivipro Carpets & Rugs will be extended by the period of the delay, without prejudice to the provisions of these general terms and conditions with regard to force majeure. Indivipro Carpets & Rugs will never be liable towards the Customer with regard to the delay.

4. Terms, delivery time, delivery and cancellation

- 4.1 The terms/delivery times specified by Indivipro Carpets & Rugs to the Customer in connection with the execution of the agreement are only indicative and can never be regarded as strict deadlines, including if these are deemed deadlines. Indivipro Carpets & Rugs will therefore not be liable for damage to the Customer occurring as a result of a delay in delivery on the basis of the indicative periods for delivery or completion provided by Indivipro Carpets & Rugs . The Customer indemnifies Indivipro Carpets & Rugs , including against possible claims from third parties in this regard.
- 4.2 If, outside the cases referred to in Article 3, the execution of the agreement by Indivipro Carpets & Rugs cannot take place within the agreed term, Indivipro Carpets & Rugs will notify the Customer of the term within which the agreement can be performed as soon as possible. In this context, Indivipro Carpets & Rugs is also entitled to execute the agreement in partial deliveries. In such cases, each partial delivery will be regarded as a separate delivery.
- 4.3 If any term specified by Indivipro Carpets & Rugs is exceeded, Indivipro Carpets & Rugs will not be in default until the Customer has given Indivipro Carpets & Rugs written notice of default and has given Indivipro Carpets & Rugs a reasonable period to then meet its obligations towards the Customer. This reasonable term will be at least equal to half of the originally agreed term for the execution of the relevant agreement.
- 4.4 Cancellations are only permitted if they are made in writing, and at the latest within 24 hours after receipt of the order confirmation sent by Indivipro Carpets & Rugs , provided this concerns standard stock material. In the event of cancellation, the Customer will owe Indivipro Carpets & Rugs all actual costs reasonably incurred, without prejudice to Indivipro Carpets & Rugs's right to compensation for the full damage.
- 4.5 Specially ordered goods, which are not standard stock material, cannot be subsequently cancelled. Insofar as the Customer nevertheless cancels or refuses to purchase the specially ordered goods, the Customer will owe Indivipro Carpets & Rugs all actual costs reasonably incurred, as well as any lost profit, without prejudice to Indivipro Carpets & Rugs 's right to compensation for the full damage.

5. Delivery

- 5.1 Unless the parties agree otherwise, Indivipro Carpets & Rugs 's warehouse, or a place designated by it, will be the place of delivery. The goods are therefore made available to the Customer by Indivipro Carpets & Rugs at the aforementioned location. As of receipt of the goods, the Customer will bear all costs and risks in respect of the goods, even if the ownership of the goods has not yet been transferred to the Customer at that time.
- 5.2 The loading and transport of the goods takes place entirely at the expense and risk of the Customer. A clause on a consignment note or other type of document, stating that transport damage is for the account and risk of Indivipro Carpets & Rugs , does not change this. It is noted in this context that the Customer always concludes the transport agreement with the carrier and that the Customer indemnifies Indivipro Carpets & Rugs against all claims from third parties, including, but not limited to, any claims from the carrier engaged by the Customer.
- 5.3 Customer shall ensure that all necessary permits, exemptions, approvals and/or awards and insurance are obtained, and is responsible for all consequences if this is not the case. In the event of import or export, the Customer is responsible for compliance with all applicable import and export provisions and other (customs) formalities.
- 5.4 If, contrary to the provisions of paragraph 1 of this article, it is agreed that the goods will be delivered to a place to be designated by the Customer, the Customer is obliged to accurately state, at Indivipro Carpets & Rugs 's first request, when and where the goods to be delivered by Indivipro Carpets & Rugs must be delivered. The Customer is obliged to provide all information required by Indivipro Carpets & Rugs in the context of shipping the goods. The time of delivery is the time at which the goods to be delivered are presented for unloading at the address specified by the Customer. If receipt of the goods to be delivered does not take place, the Customer will nevertheless bear the risk for the goods from that moment on. If the products cannot be unloaded due to the fault of the Customer, Indivipro Carpets & Rugs is entitled to charge the costs of transport in full to the Customer. The Customer will indicate the correct location of the construction at the site of the accepted work by means of permanent markings and will regularly check the correctness of the dimensions and the placement of the construction in the work.
- 5.5 Indivipro Carpets & Rugs is entitled to suspend delivery as long as the Customer has not fulfilled all his/her obligations towards it. This suspension will apply until such a time as the Customer has fully complied with his/her obligations.



6. (Other) performance obligations of the Customer

- 6.1 In the case of assembly orders, the Customer undertakes to take receipt of the materials sent by Indivipro Carpets & Rugs at his/her expense and to store them in a suitable dry and lockable room. With regard to the work to be performed by Indivipro Carpets & Rugs, this room must be located in the immediate vicinity of that work and must be freely accessible to Indivipro Carpets & Rugs.
- 6.2 The Customer must ensure that Indivipro Carpets & Rugs has access to sufficient electricity, sufficient artificial lighting, water and other energy and resources required for the execution and progress of the work.
- 6.3 When light boxes, heating, air conditioning, windows and other openings are installed and in the case of all other activities that are not performed by Indivipro Carpets & Rugs on the basis of the agreement, the Customer will be responsible for correct coordination and synchronisation of these activities with those to be performed by Indivipro Carpets & Rugs.

7. Prices, rates, billing and advertising

- 7.1 Unless expressly provided otherwise, the prices and rates quoted by Indivipro Carpets & Rugs are exclusive of turnover tax and any other government-imposed levies (including licence fees). The prices and rates apply to the agreement / movable property stated in the order confirmation / quotation / price list in accordance with the specifications provided and the period(s) indicated.
- 7.2 Indivipro Carpets & Rugs has the right at all times to charge the Customer for all price-increasing factors that have arisen after the quotation has been issued or the agreement has been concluded.
- 7.3 In the event of partial deliveries, Indivipro Carpets & Rugs is entitled to invoice separately for each partial delivery.
- 7.4 Complaints pertaining to the content of the invoice must be submitted in writing and documented to Indivipro Carpets & Rugs, no later than 8 days after the invoice date. The Customer is not authorised to suspend his/her payment obligations due to complaints as referred to in this article. If the Customer has not made a complaint within the term set in this article, all his/her rights and claims, for whatever reason, pertaining to what he/she could have complained about, will lapse.

8. Retention of title by Indivipro Carpets & Rugs

- 8.1 The goods delivered (or yet to be delivered) by Indivipro Carpets & Rugs remain the property of Indivipro Carpets & Rugs, until the Customer has fully complied with all his/her payment obligations towards Indivipro Carpets & Rugs under any agreement concluded with Indivipro Carpets & Rugs for the delivery of goods and/or the performance of work and/or services, including claims for failure to comply with such an agreement. In this context, the Customer is obliged to ensure careful storage of the delivered goods.
- 8.2 As long as the Customer is not yet the owner of the goods, it is not entitled to hand over or dispose of the goods to third parties, or otherwise dispose of the goods in any other way, without the prior written consent of Indivipro Carpets & Rugs, other than in the context of its normal business.
- 8.3 In the event that the Customer does not fulfil his/her obligations towards Indivipro Carpets & Rugs, as security for the retention of title, Indivipro Carpets & Rugs is entitled to remove the delivered goods from the Customer or third parties who are storing the goods for the Customer, with which the Customer or third parties will fully cooperate.

9. Security

- 9.1 As long as the Customer has not fully complied with his/her payment obligation(s), the Customer is not allowed to pledge the delivered goods (non-possessory or possessory pledge) or otherwise to provide these delivered goods as security or to withdraw them from recovery.
- 9.2 At Indivipro Carpets & Rugs's first request, as appropriate at any moment, the Customer undertakes to provide (additional) security or to supplement existing security as security for the fulfilment of the payment obligations of Customer towards Indivipro Carpets & Rugs under the agreement(s) concluded with Indivipro Carpets & Rugs.
- 9.3 Indivipro Carpets & Rugs is at all times entitled to require full or partial advance payment. Such payment must be made within eight (8) days of the invoice date, unless otherwise agreed. If (timely) payment is not made, this will be regarded as a failure in fulfilment of the Customer's contractual obligations.

10. Force majeure

- 10.1 In the event of force majeure, Indivipro Carpets & Rugs is entitled to dissolve the agreement with the Customer extrajudicially by means of a written statement without judicial intervention. Indivipro Carpets & Rugs will not be liable towards the Customer in this regard for any damage suffered by the Customer, of whatever nature and magnitude.



- 10.2 In the event of a temporary force majeure situation, Indivipro Carpets & Rugs is entitled to extend the terms within which the agreement must be performed by the time during which the temporary impediment applies. If the aforementioned impediment lasts longer than six months, the Customer can demand (partial) dissolution of the agreement, without the Customer being entitled to compensation, without prejudice to the (payment) obligations of the Customer with regard to the part of the agreement already performed by Indivipro Carpets & Rugs .
- 10.3 Force majeure within the meaning of this article includes all facts and circumstances that (temporarily) impede or make impossible the execution of the agreement, on which Indivipro Carpets & Rugs has no influence and which are not due to Indivipro Carpets & Rugs 's fault, nor which are for the account of Indivipro Carpets & Rugs by virtue of the law, a legal act or according to generally accepted views. Such facts and circumstances include in any case, but are expressly not limited to: business interruption, strike, excessive absenteeism due to illness of Indivipro Carpets & Rugs personnel, disruption to the energy or material supply, transport difficulties, traffic jams, fire, explosions, war, epidemics, pandemics, water damage, embargoes, government measures that have a direct influence on the execution of the agreement, shortcomings of third parties (including suppliers) who — whether or not at the request of Indivipro Carpets & Rugs — are involved in the execution of the work, business interruption, strike, potential damage to Indivipro Carpets & Rugs 's image (in Indivipro Carpets & Rugs 's opinion), and if the direct or indirect suppliers of Indivipro Carpets & Rugs go bankrupt, are granted a suspension of payments or become subject to the Debt Rescheduling Act for Natural Persons in the broadest sense of the word.
- 10.4 If, at the commencement of the force majeure, Indivipro Carpets & Rugs has already partially fulfilled its obligations or can only partially fulfil its obligations, Indivipro Carpets & Rugs is authorised to invoice separately for the part already performed or the part to be performed.
- 11. Intellectual Property Rights**
- 11.1 All intellectual property rights with regard to products or services delivered by Indivipro Carpets & Rugs to the Customer, including but not limited to documents and data made available (such as drawings, calculations, etc.), descriptions, models, samples and their design, as well as with regard to everything that Indivipro Carpets & Rugs develops, manufactures or provides, belong to Indivipro Carpets & Rugs , its suppliers or its licensors. Unless otherwise agreed, no (direct or indirect) intellectual property rights are provided or transferred to the Customer under the agreement.
- 11.2 The Customer is not entitled to remove or change any designation regarding copyrights, trade names, trademark rights, patents or other intellectual property rights from or on the products. The Customer is prohibited from using brands, logos and/or images of the products and/or Indivipro Carpets & Rugs without prior permission.
- 11.3 If a third party is the owner of intellectual property rights with regard to the delivered products or services and this third party (directly or indirectly) attaches conditions to their use, the Customer will always comply with these conditions. If this is the case, Indivipro Carpets & Rugs will inform the Customer about such conditions.
- 11.4 Indivipro Carpets & Rugs will not be liable for damage with regard to any infringement of any intellectual property right as a result of, or in connection with, products delivered by it to the Customer.
- 12. Payment**
- 12.1 Payment by the Customer must be made within 14 (fourteen) days of the invoice date, unless otherwise agreed in writing. Any discounts/credit limitation surcharges will be stated on the invoice. All payment terms are to be regarded as strict deadlines, unless expressly agreed otherwise in writing. Any set-off right of the Customer, in whatever context and for whatever reason, is expressly excluded.
- 12.2 If the value of the order placed with Indivipro Carpets & Rugs by the Customer exceeds an amount of € 5,000, Indivipro Carpets & Rugs is entitled to invoice 50% in advance.
- 12.3 Indivipro Carpets & Rugs reserves the right, at its own discretion, to invoice 100% of the order value in advance, before commencing the work or delivering the ordered goods.
- 12.4 The payments made by the Customer first serve to settle the interest and costs owed and then the oldest unpaid invoices, even if the Customer states that payment relates to a later invoice.
- 12.5 If the Customer does not pay, does not pay on time or does not pay in full, he/she will owe statutory (commercial) interest on the outstanding invoice amount without prior notice of default, in which context part of a month is counted as a whole month. Furthermore, all reasonably incurred judicial and extrajudicial costs that Indivipro Carpets & Rugs has to incur with regard to the collection of its claim(s) against the Customer will be borne by the Customer, without prejudice to Indivipro Carpets & Rugs 's other rights, such as those to compensation or compliance.
- 13. Complaints**
- 13.1 In the case of carriage-paid delivery, the Customer must ensure that visible defects or damage are noted on the delivery note or the transport document immediately, but at the latest within 48 hours of the carriage-paid delivery, or have the forwarder



draw up an official report on this. If the goods are delivered carriage paid to a third party who holds these goods for the Customer, the Customer is obliged to have the inspection referred to in this article carried out within 24 hours after that third party has received the goods on his/her behalf. In that case too, written notification to Indivipro Carpets & Rugs must follow within the stipulated period of 48 hours after carriage-paid delivery.

- 13.2 In the event of delivery ex warehouse or factory, the Customer must inspect the goods immediately after delivery to assess whether they comply with the agreement, in particular with regard to the specificity of the goods, the quantity and the agreed quality requirements.
- 13.3 The Customer must notify Indivipro Carpets & Rugs in writing of complaints regarding shortfalls or damage that cannot reasonably be detected within 48 hours after delivery, within eight days of discovery or within eight days of the moment the shortfalls or damage could reasonably have been discovered. Shortfalls or damage can reasonably be discovered if the Customer could have discovered these by means of relatively simple random checks at or shortly after receipt of the goods. Before processing, the Customer must immediately report any shortfalls or damage to Indivipro Carpets & Rugs in writing.
- 13.4 The Customer is not entitled to return the items of Indivipro Carpets & Rugs. If a complaint is found to be well-founded, Indivipro Carpets & Rugs will collect the goods from the Customer itself. The Customer must ensure that the goods are then as much as possible in the original condition and packaging.
- 13.5 If Indivipro Carpets & Rugs has not given the Customer prior written permission to return the goods to it, Indivipro Carpets & Rugs is entitled to refuse such a return and/or to store the goods at the expense and risk of the Customer (at third parties) and thus keep them at the disposal of the Customer. If Indivipro Carpets & Rugs stores such a return shipment, this does not imply acceptance. The Customer's payment obligation is not suspended as a result.
- 13.6 If the Customer wishes to return items to Indivipro Carpets & Rugs for reasons that are not related to the shortfalls or damage described in this article and Indivipro Carpets & Rugs nevertheless accepts these returns, wholly without obligation, these returns will only be accepted for an amount that is equal to the net invoice value, less 10%. Indivipro Carpets & Rugs will only accept the returns described in this paragraph if they can be reintegrated into its stock.
- 13.7 Complaints regarding the implementation of the agreement by Indivipro Carpets & Rugs will never entitle the Customer to suspend his/her payment obligations towards Indivipro Carpets & Rugs.
- 13.8 If Indivipro Carpets & Rugs deems a complaint to be well-founded, Indivipro Carpets & Rugs is entitled to re-execute the agreement in question, or to remedy the complaints in another way. Indivipro Carpets & Rugs will not be liable in this regard for any (consequential) damage suffered by the Customer as a result of the complaints, unless there is intent or equivalent gross negligence on the part of Indivipro Carpets & Rugs.
- 13.9 If the goods delivered by Indivipro Carpets & Rugs do not comply with the agreement and Indivipro Carpets & Rugs cannot invoke force majeure in this regard, Indivipro Carpets & Rugs is only obliged to redeliver cost-free. If redelivery – for whatever reason – is no longer possible, Indivipro Carpets & Rugs has the right to reimburse the net invoice value of the goods.
- 13.10 In the event of justified complaints, De Indivipro Carpets & Rugs always has the right to exchange or remedy the incorrect quantity delivered. The Customer must give Indivipro Carpets & Rugs the opportunity to do so in good time.
- 13.11 Indivipro Carpets & Rugs will never be liable for shortcomings or damage if the goods have been resold, modified or processed by the Customer, or if the Customer has not notified Indivipro Carpets & Rugs of these shortcomings or damage within the term(s) stated in this article.
- 13.12 Without prejudice to the other provisions of these terms and conditions, Indivipro Carpets & Rugs offers a warranty for a period of one year (from the date of purchase as stated on the invoice) against premature wear and tear that is the result of material and production errors. In any event, no guarantee claim will exist in the cases listed in 14.5 of these terms and conditions.

14. **Liability**

- 14.1 Indivipro Carpets & Rugs will only be liable for direct damage suffered by the Customer to the extent and as stipulated in this article.
- 14.2 If Indivipro Carpets & Rugs performs the agreement fully or partly on the basis of information provided by the Customer, including drawings produced, which information subsequently proves to be incorrect/incomplete, Indivipro Carpets & Rugs will never be liable for damage suffered by the Customer as a result of the inaccuracy/incompleteness of this information.
- 14.3 Without prejudice to the provisions elsewhere in these general terms and conditions, Indivipro Carpets & Rugs will not be liable for any damage suffered by the Customer (or third parties), of whatever nature and/or magnitude, in connection with or resulting from the execution of the agreement, including damage to goods belonging to the Customer or third parties as well as indirect damage, including (for example) trading loss, consequential damage, lost profit, lost savings and damage due to business interruption. Indivipro Carpets & Rugs will therefore not be liable for:
- damage suffered by the Customer as a result of personal accidents;
 - damage to movable and immovable property suffered by the Customer;



- the loss of added value to the delivered goods as a result of being wholly or partially unusable, either directly or indirectly caused by the Customer or third parties;
 - costs or damage resulting from shortcomings of third parties engaged by the Customer.
- 14.4 Indivipro Carpets & Rugs will never be liable for damage and/or costs, of whatever nature and/or magnitude, that are in any way related to or arise from acts, omissions, errors and/or the quality of the work delivered by third parties engaged by Indivipro Carpets & Rugs in the execution of the agreement.
- 14.5 Indivipro Carpets & Rugs will not be liable to the Customer if the Product:
- has not been used in accordance with the recommendations for use as set out in the technical documentation of the Product, or has otherwise been subject to misuse (including the causing of stains);
 - has not been maintained in accordance with the recommendations for use as laid down in the technical documentation of the Product.
 - has not been installed in accordance with Indivipro Carpets & Rugs 's installation instructions or has otherwise been incorrectly installed;
 - accessories are not used in accordance with the technical documentation of the Product and/or the installation instructions;
- 14.6 If and insofar as, despite the provisions of the previous paragraphs, Indivipro Carpets & Rugs turns out to have any liability towards the Customer, for whatever reason, this liability shall be limited to a maximum of the invoice amount (excluding turnover tax) which has been charged to the Customer for the delivered goods and the work performed in which the cause of the damage lies, up to a maximum of € 5,000 (in words: five thousand euros). Any compensation owed by Indivipro Carpets & Rugs to the Customer will, however, never exceed the amount for which Indivipro Carpets & Rugs 's liability is covered by insurance, where appropriate. A series of related damage cases/events counts as a single damage case/event. Insofar as the Customer has not yet been invoiced, in the above text of this article (paragraph), the term 'invoice amount' should be read as the agreed rate or going rate that would be charged to the Customer for the goods delivered/work performed in which the cause of the damage lies.
- 14.7 The damage limitations and exclusions included in this article do not apply if the damage is the direct result of intent or equivalent gross negligence on the part of Indivipro Carpets & Rugs .
- 14.8 If the Customer is of the opinion or continues to be of the opinion that Indivipro Carpets & Rugs has not executed the agreement on time or has not fully or not properly executed it, it must immediately notify Indivipro Carpets & Rugs in writing of this and must notify Indivipro Carpets & Rugs of any claims based on it within one year of the date of the aforementioned notification, or within one year of when said notification should have been made, in order to be able to take legal action to enforce his/her claim in the courts, failing which all his/her rights and claims in this regard will lapse by the expiry of the term referred to above.
- 14.9 The Customer indemnifies Indivipro Carpets & Rugs against all third-party claims with regard to damage in connection with the agreements executed by Indivipro Carpets & Rugs , unless it is established by law that these claims are the result of intent or equivalent gross negligence on the part of Indivipro Carpets & Rugs and the Customer also demonstrates that he/she has no fault whatsoever in this regard.
15. **Quality**
- 15.1 Indivipro Carpets & Rugs guarantees that the products and/or services comply with the agreement, the resulting reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement.
- 15.2 Due to the nature and properties of the (mostly natural) products, Indivipro Carpets & Rugs cannot provide any guarantee to the Customer regarding:
- A. Discolouration or shrinkage of the window decoration, carpet or rugs and fabrics and non-matching patterns. Variations in colour, pattern, weight, execution and designs are inherent to the property of the material. Due to the use of organic dyes in the production of anodised parts and profiles, colour variations cannot be avoided. Likewise, colour and grain variations in natural products are unavoidable and do not provide grounds for complaints, as long as they fall within the framework of the set standards.
 - B. Length differences of the woven material, as a result of changes in the humidity and temperature in the room in which the material is attached or used.
 - C. Imperfections
 - D. Minor deviations in dimensions. The dimensions of Products have a tolerance of +/- 3% with respect to the dimensions included in an order.



16. Suspension and termination

- 16.1 If the Customer fails to fulfil one or more of his/her obligations (including payment obligations) towards Indivipro Carpets & Rugs, or fails to do so on time or properly, Indivipro Carpets & Rugs is entitled – without prejudice to all other rights accruing to Indivipro Carpets & Rugs – to suspend the fulfilment of its obligations towards the Customer until the Customer has met his/her obligations towards Indivipro Carpets & Rugs in full. Complaint and return handling are part of Indivipro Carpets & Rugs 's suspension rights.
- 16.2 In addition to all other rights it has, Indivipro Carpets & Rugs has the right to dissolve the agreement concluded with the Customer, without (further) notice of default or judicial intervention, by means of a written extrajudicial declaration if:
- A. there is a permanent force majeure situation as referred to in these general terms and conditions;
 - B. despite proper notice of default, the Customer does not fulfil one or more of his/her obligations towards Indivipro Carpets & Rugs under the agreement, or does not fulfil them on time, fully or properly.
 - C. (provisional) suspension of payments is granted to the Customer, a petition is filed for the Customer's bankruptcy or the Customer itself files for bankruptcy, the Customer offers his/her creditors a (private) agreement or (for this purpose) convenes a meeting of creditors or if with regard to Customer application is requested or granted of the Debt Restructuring Natural Persons Act.
 - D. the Customer's business is liquidated and/or the Customer's business activities are actually discontinued or moved to a place outside the Netherlands;
 - E. the Customer's assets are placed under administration or management, the Customer's assets are attached and this attachment is maintained for at least one month, or recourse is otherwise sought from the Customer's assets.
 - F. the control structure at the Customer changes in such a way that proper fulfilment of the Customer's obligations can no longer be guaranteed or is endangered as a result.
 - G. in view of the manner of communication and handling of current matters, Indivipro Carpets & Rugs cannot reasonably be expected to continue cooperation and implementation of the agreement.

17. Other provisions

- 17.1 If multiple persons, legal entities or companies are designated for the Customer, they will be jointly and severally obliged to fulfil all obligations under the agreement concluded by them with Indivipro Carpets & Rugs, to which these terms and conditions apply. 17.2 Residual materials, including cutting waste or cutting residue that arise during the production or fitting process, are not part of the goods to be delivered under the agreement, unless otherwise agreed. If, contrary to this, the parties agree that they are part of the items to be delivered and these residual materials are not subsequently purchased by the Customer, they will become the property of Indivipro Carpets & Rugs in the event that they have not been purchased within a period of two months.
- 17.2 Indivipro Carpets & Rugs is entitled to change or supplement the general terms and conditions. Changes also apply to agreements already concluded with due observance of a term of 30 days after publication of the change on the website www.Indivipro.com or by written notice (including by email). Minor changes can be made at any time.
- 17.3 If any part of the agreement or of these general terms and conditions turns out to be null or voidable, this will not affect the validity of the remaining part of the agreement and these general terms and conditions. The void or null part will then be deemed to have been replaced by an agreed part which comes closest, in a legally acceptable manner, to that which the parties would have agreed in the event that they had been aware of the nullity or voidability.
- 17.4 All legal relationships between Indivipro Carpets & Rugs and the Customer, including offers and quotations from Indivipro Carpets & Rugs, as well as all agreements between Indivipro Carpets & Rugs and the Customer are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded.
- 17.5 All disputes arising from or related to the legal relationship between Indivipro Carpets & Rugs and the Customer, to which these general terms and conditions apply, will be submitted exclusively to the competent court of the Overijssel District Court, Almelo location, unless mandatory provisions stipulate otherwise.
- These general terms and conditions have been filed with the Chamber of Commerce under number 60229950.

