DIFFERENT DOORS

Terms and Conditions

1 july 2026

Article 1: Applicability

1.1 These terms and conditions apply to all offers made by Different Doors, all agreements entered into by Different Doors, and all agreements arising from them, insofar as Different Doors acts as contractor or supplier.
1.2 Different Doors is referred to as the contractor. The customer is referred to as the client.
1.3 In the event of any conflict between the provisions of the agreement concluded between the client and the contractor and these terms and conditions, the provisions of the agreement shall prevail.
1.4 The client accepts the applicability of these general terms and conditions to all future transactions with the contractor. The applicability of any general terms and conditions of the client is expressly rejected and shall not be accepted.
1.5 Any deviations from or additions to these general terms and conditions shall only be valid if expressly agreed in writing by both parties, unless Different Doors chooses to invoke such deviation or addition. In case of conflict within these terms and conditions, the provision most favourable to the contractor shall apply.
1.6 If one or more provisions of these general terms and conditions are at any time wholly or partially invalid or annulled, the remaining provisions shall remain fully applicable. In such cases, the contractor and the client shall consult to agree on new provisions that replace the invalid or annulled ones, taking into account the purpose and intent of the original provisions as much as possible.
1.7 If a situation arises between the parties that is not regulated in these terms and conditions, the situation shall be assessed in accordance with the spirit of these general terms and conditions.

Article 2: Offers

2.1 All offers are without obligation. The contractor may revoke an offer unless it contains a term for acceptance and that term has not yet expired.
2.2 If the acceptance deviates in any way from the offer made by the contractor, this shall be considered a rejection of the original offer and a new offer which does not bind the contractor. The contractor is not bound by such deviations unless explicitly agreed in writing or confirmed orally. The contractor is also not bound by promises made by employees or subordinates unless the contractor accepts them.
2.3 If the client provides data, drawings or similar materials, the contractor may rely on their accuracy and completeness when preparing the offer.
2.4 Prices stated in the offer are based on delivery Ex Works at the contractor’s place of business in accordance with Incoterms 2020. Prices exclude value added tax and packaging.
2.5 If the client does not accept the offer, the contractor is entitled to charge the client for all costs incurred in preparing the offer. All documents provided by the contractor must be returned immediately. If provided digitally, they must be permanently deleted.

Article 3: Intellectual property rights

3.1 All intellectual and industrial property rights related to goods, data and technical information supplied to the client remain vested in the contractor. The contractor retains the exclusive rights to publication, realization and reproduction. The client receives only a non exclusive right of use.
3.2 Documents provided by the contractor, such as designs, drawings, technical descriptions or specifications, become the property of the client only after full payment, and may be used with due regard for applicable intellectual property laws.
3.3 The client is not permitted to reproduce the installation designed by the contractor, either in whole or in part, without prior written consent. The contractor may attach conditions to such consent, including payment.
3.4 The client may only have the installation executed by a third party without the contractor’s involvement if

the agreement has been dissolved due to a fault attributable to the contractor. In that case, the contractor is not liable for defects resulting from that execution.
3.5 The right of use granted to the client for software developed and delivered by the contractor is non exclusive. The client may use the software only within its own organisation and only for the installation for which it was provided.

Article 4: Advice and information provided
4.1 The client cannot derive any rights from advice or information provided by the contractor if this does not relate to the assignment.
4.2 If the client provides data, drawings or similar materials, the contractor may rely on their accuracy and completeness when executing the agreement. The contractor accepts no liability for any inaccuracies.
4.3 The client indemnifies the contractor against any claims from third parties relating to the use of advice, drawings, calculations, designs, materials, samples, models or similar items provided by or on behalf of the client.

Article 5: Delivery time or execution period
5.1 Delivery times and or execution periods are determined approximately by the contractor. A specified term shall never be considered a strict deadline. Exceeding such a term does not give rise to liability and does not entitle the client to dissolve the agreement.
5.2 When determining delivery time or execution period, the contractor assumes that the assignment can be executed under the circumstances known at that time.
5.3 The delivery time or execution period commences only after agreement has been reached on all commercial and technical details, all necessary data and approved drawings have been received, payment has been made where required and all conditions for execution have been fulfilled.
5.4 a. If circumstances arise that differ from those known at the time the delivery time or execution period was set, the contractor may extend the delivery time or execution period accordingly. If the work cannot be scheduled immediately, it will be carried out when the contractor's planning allows.
b. In the case of additional work, the delivery time or execution period will be extended by the time required to procure materials and perform the additional work.
c. In the case of suspension of obligations by the contractor, the delivery time or execution period will be extended by the duration of the suspension.
d. In the event of unsuitable weather conditions, the delivery time or execution period will be extended by the resulting delay.
5.5 The client is obliged to compensate the contractor for any costs incurred as a result of delays as referred to in this article.

Article 6: Transfer of risk
6.1 Delivery takes place Ex Works at the contractor's place of business in accordance with Incoterms 2020. The risk transfers to the client at the moment the goods are made available, unless otherwise agreed in writing.
6.2 From that moment, the risk of loss, damage or depreciation passes to the client. The client is obliged to accept the goods when they are made available. If the client refuses or fails to provide necessary information or instructions, the contractor may store the goods at the client's expense and risk.
6.3 The parties may agree that the contractor arranges transport. In that case, the risk of storage, loading, transport and unloading shall remain with the client. The client may insure against these risks.
6.4 In the case of trade in goods, while the client retains the item to be exchanged pending delivery of the new item, the risk remains with the client until the item has been transferred to the contractor. If the client cannot deliver the traded item in the agreed condition, the contractor may terminate the agreement.

Article 7: Price changes

7.1 The contractor may pass on increases in cost determining factors that occur after conclusion of the agreement to the client.
7.2 The client must pay such price increases, at the contractor's discretion:
a at the time the increase occurs
b together with payment of the principal amount
c at the next agreed payment term
7.3 The contractor will inform the client in writing in a timely manner if a price increase is applied. A consumer client may terminate the agreement within three months after the price change. A non consumer client may only terminate if the increase exceeds ten percent.

Article 8: Force majeure

8.1 The contractor is not liable for damage suffered by the client due to failure to perform obligations as a result of force majeure. The contractor may suspend its obligations during this period.
8.2 Force majeure includes, among other things, failure by suppliers, subcontractors or transporters, weather conditions, epidemics, earthquakes, fire, power failure, loss or theft of tools or materials, road blockages, strikes and trade restrictions.
8.3 If a third party engaged by the contractor invokes force majeure, this shall also be considered force majeure on the part of the contractor.
8.4 If the force majeure situation is temporary, the contractor may suspend execution until the situation no longer applies.
8.5 If performance becomes permanently impossible, either party may terminate the agreement for the part not yet performed. The client remains liable for payment of work already performed.
8.6 If partial performance has already taken place and has independent value, the contractor may invoice this part separately.
8.7 The client is not entitled to compensation for damage resulting from suspension or termination due to force majeure.

Article 9: Scope of the work

9.1 The client must ensure that all necessary permits, exemptions and approvals are obtained in time and must provide copies upon request.
9.2 The price does not include:
a. groundwork, demolition, construction or finishing work
b. connection costs for utilities
c. measures to prevent or limit damage
d. removal of materials or waste
e. travel and accommodation costs

Article 10: Changes to the work

10.1 The client may request changes to the agreement or work. Additional or reduced work will be discussed separately and may be agreed verbally.
10.2 Additional work includes all work exceeding the original agreement, including changes requested by the client. The contractor is entitled to compensation for additional work. The client accepts that this may result in higher costs.
10.3 Changes lead to additional or reduced work in any case if:
a. design or specifications are changed

b. provided information is inaccurate
c. estimated quantities deviate by more than ten percent
10.4 Additional work is calculated based on cost factors at the time of execution. Reduced work is calculated based on factors at the time of agreement.
10.5 Payment for additional work must be made at the contractor's discretion:
a. at the time the additional work arises
b. together with payment of the principal amount
c. at the next agreed payment term
10.6 If reduced work exceeds additional work, the contractor may charge ten percent of the difference at final settlement.

Article 11: Execution of the work

11.1 The client shall ensure that the contractor receives all necessary technical information, data, decisions, documents and changes in a timely manner, insofar as these are required for the proper execution of the agreement. The client is responsible for the accuracy and completeness of this information.
11.2 The contractor has no control over the location or conditions under which the work must be carried out. The client is responsible for ensuring that the contractor can perform its work without interruption and at the agreed time. The client must inform the contractor in advance of any obstacles or impediments.
11.3 The client shall ensure timely and free access to the site, building or location where the work is to be performed, as well as safe, clean and suitable working conditions and adequate storage facilities. The location must comply with all legal requirements before the start of the work.
11.4 The client shall ensure that all items to be provided by or on behalf of the client under the agreement are available in a timely manner. The client is responsible for any defects, unsuitability or delay relating to these items. The client must also ensure that the contractor has access to necessary facilities such as gas, water, electricity, heating, storage space and legally required provisions.
11.5 The client bears the risk and liability for damage related to loss, theft, fire or damage to goods belonging to the contractor, the client or third parties that are present at the work location. The contractor is not liable except in cases of intentional misconduct or gross negligence.
11.6 The client must adequately insure the risks referred to in this article and provide proof of such insurance and payment upon request. Any damage must be reported immediately to the insurer.
11.7 The client shall ensure that the work can be carried out without interruption. If delays occur due to circumstances not attributable to the contractor, the client must compensate all resulting damage. The contractor may terminate the agreement if these obligations are not met.
11.8 The contractor has the right to engage third parties for the execution of the work without prior notice.
11.9 If the client fails to comply with this article, a penalty of EUR 5000 shall apply, plus EUR 100 for each day the violation continues.

Article 12: Completion of the work

12.1 Completion of the work means actual delivery to the client. The contractor's installers carry out the completion. The client must inspect the work immediately upon completion. The work is considered completed when the work order is signed.
If the contractor has notified the client that the work is completed and no written approval or rejection is received within fourteen days, the work is deemed accepted. Use of the work also implies acceptance.
Any defects identified after completion are at the client's risk.
12.2 If the client does not approve the work, this must be communicated in writing within fourteen days with reasons stated. The contractor must be given the opportunity to remedy the defects.

Minor defects that do not prevent use cannot serve as grounds for refusal or suspension of payment.
12.3 The client acknowledges that the delivered work does not necessarily comply with NEN 12604 standards for industrial and garage doors in all cases due to the custom nature of the products.
12.4 The client acknowledges that the products are custom made. Therefore, the statutory cooling off period does not apply and the agreement cannot be cancelled on that basis.
12.5 The client indemnifies the contractor against claims from third parties for damage to parts of the work not yet completed that result from use of completed parts.

Article 13: Liability
13.1 In the event of a breach attributable to the contractor, the contractor must still fulfil its obligations unless the work has already been completed.
13.2 The contractor is only liable for direct damage resulting from faults in execution and only after written notice of default has been given. Liability is limited to the insured amount that is actually paid out.
13.3 If no insurance applies, liability is limited to a maximum of fifteen percent of the total contract value, excluding tax.
13.4 The contractor is never liable for indirect damage, including consequential damage, loss of profit or business interruption.
13.5 The contractor is not liable if damage results from failure of the client to follow instructions or from materials supplied by the client.

Article 14: Warranty and other claims
14.1 Unless otherwise agreed in writing, the contractor provides a warranty period of six months after delivery. This warranty does not exceed the warranty provided by suppliers or manufacturers.
14.2 If the performance is defective, the contractor may choose to repair or provide a partial credit.
14.3 If repair costs are disproportionate or work is performed outside the Netherlands, compensation may be provided instead.
14.4 The following costs are borne by the client under warranty:
- transport costs
- disassembly and assembly
- travel and accommodation
- inspection costs if no defect is found
14.5 The client must allow the contractor the opportunity to remedy defects.
14.6 Warranty applies only if the client has fulfilled all obligations.
14.7 No warranty is provided in cases of:
- normal wear and tear
- improper use
- poor maintenance
- modifications by third parties
- unsuitable materials provided by the client
14.8 These provisions also apply to other legal claims.
14.9 The client may not transfer claims or rights under this article.

Article 15: Complaints
15.1 The client must submit complaints about defects in writing within fourteen days after discovery or after the moment they could reasonably have been discovered.
15.2 Complaints regarding invoice amounts must be submitted within the payment term, or within thirty days at

the latest if the payment term exceeds thirty days.

Article 16: Goods not collected

16.1 The client must collect the goods at the agreed location after the delivery period has expired.
16.2 The client must cooperate fully to enable delivery.
16.3 Goods not collected will be stored at the client's risk and expense.
16.4 In case of non compliance, a penalty of EUR 250 per day applies, up to a maximum of EUR 25000. This penalty does not exclude additional claims for damages.

Article 17: Payment

17.1 Payment shall be made within seven days of the invoice date, without any deduction or set off. The parties may agree on a payment schedule in instalments. If payment is not made on time, the client shall be in default immediately without any notice of default. Payment shall be made at the contractor's place of business or into an account designated by the contractor. Any payment shall first be applied to costs and interest and then to the oldest outstanding invoices.
17.2 Unless otherwise agreed, payment shall be made as follows:
a. in the case of over the counter sales, in cash
b. in the case of instalments, fifty percent upon order and fifty percent after delivery of materials or commencement of the work
c. in all other cases, within seven days of the invoice date
17.3 If the client fails to meet its payment obligations, it shall comply with a request from the contractor for an alternative form of payment.
17.4 A professional client is not entitled to suspend or set off payments, unless the contractor is declared bankrupt or subject to statutory debt restructuring. A consumer client may only suspend payments in stages, limited to fifty percent at order, twenty five percent after installation, and ten percent before completion. After completion, suspension is not permitted.
17.5 All amounts owed shall become immediately due if:
a. a payment term is exceeded
b. bankruptcy or suspension of payment is requested
c. attachment is levied on assets of the client
d. the client is dissolved or liquidated
e. the client applies for debt restructuring, is placed under guardianship or dies
17.6 In case of late payment, the contractor may suspend its work and statutory interest shall be owed from the date of default until full payment.
17.7 The contractor is entitled to set off claims with affiliated companies in accordance with Dutch law.
17.8 In case of non payment, the client shall owe extrajudicial collection costs. For business clients this amounts to fifteen percent of the outstanding invoice. For consumers, statutory collection costs apply with a minimum of EUR 40.

Article 18: Security

18.1 Upon request, the client shall provide adequate security for payment, such as a bank guarantee or pledge. If the client fails to do so, the contractor may suspend its work or terminate the agreement.
18.2 The client shall provide additional security upon request, including pledging assets and future claims. The client grants the contractor an irrevocable power of attorney to establish such security.
18.3 The client must provide a bank guarantee or equivalent security upon request.

Article 19: Retention of title

19.1 The contractor retains ownership of all delivered and to be delivered goods until all obligations have been fully met, including payment of costs, damages and interest.
19.2 As long as ownership has not been transferred, the client may only use or transfer the goods within normal business operations.
19.3 The client may not sell, pledge or transfer the goods outside normal business operations. The goods remain identifiable property of the contractor.
19.4 The contractor is entitled to reclaim the goods if obligations are not met. The client grants access to all relevant locations and must cooperate. A penalty applies in case of non cooperation.
19.5 The contractor has a right of pledge and retention over goods in its possession.
19.6 Retention of title may revive if the client fails to fulfil obligations under later agreements.
19.7 If goods are processed or combined, the client must create a security right over the resulting goods.

Article 20: Termination of the agreement

20.1 If the client terminates the agreement without fault on the part of the contractor and the contractor agrees, the contractor is entitled to compensation for losses, including lost profit and incurred costs.

Article 21: Governing law and jurisdiction

21.1 Dutch law applies.
21.2 The Vienna Sales Convention does not apply.
21.3 The contractor may transfer the agreement to a third party. The client gives advance consent to such transfer.
21.4 Disputes shall be submitted to the competent court in the place where the contractor is established, unless mandatory law provides otherwise.

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