

## General terms and conditions

### 1. General

These general terms and conditions apply to all offers and agreements whereby Comfoor B.V., having its registered office in Doesburg, acts as the seller and the supplier of goods or as the provider of services, hereinafter referred to as 'the seller'. Derogations from these general terms and conditions can only be agreed in writing. General terms and conditions of the purchaser, however described, do not apply. In these general terms and conditions 'the purchaser' is taken to mean every client that provides the seller with an assignment for the delivery of goods, for the manufacturing of goods or for the provision of (inter alia technical or administrative) services. If the purchaser has once concluded an agreement with the seller subject to the applicability of these general terms and conditions, these general terms and conditions will also apply to every following agreement with the purchaser, even if at the concluding of the agreement concerned no express reference thereto has been made. The clauses in these general terms and conditions are also stipulated for the purpose of the directors and employees of the seller and any other auxiliary persons involved in the performance of the agreement. The seller has the right to amend these general terms and conditions. The purchaser will be deemed to have accepted every amendment of these general terms and conditions if the purchaser has not reported any objections in writing to the seller within seven days after notice in writing from the seller of the amendments. Insofar as these general terms and conditions are also drawn up in a language other than Dutch, the Dutch text will at all times prevail in the case of any discrepancies.

### 2. Offers

All verbal and written offers from the seller are without obligation and can be withdrawn at any time by the seller, even after the offer has been accepted by the purchaser, unless the contrary is expressly evident from the offer. The data, such as images, drawings, calculations, measurements and weights occurring in offers, price lists and other documentation of the seller will not be binding for the seller. Minor deviations deemed permissible in the trade, or technically unavoidable deviations in quality or execution are reserved.

### 3. Orders

The agreement with the purchaser will come into effect when the seller has, within eight days after the seller has received the assignment for delivery, confirmed this in writing by regular mail or email, or when the offer, made in writing by the seller, has been returned to the seller, signed by the purchaser. With respect to assignments, for which by their nature and extent an offer or order confirmation in writing is unusual, the agreement will be regarded as having come into effect on the day on which the order is received and accepted by the seller for prompt execution via regular mail, email or by telephone. Verbal promises by and arrangements with employees will only be binding for the seller after and insofar as these have been confirmed in writing by a person authorised to act on behalf of the seller.

### 4. Prices

The prices apply for delivery ex warehouse of the seller (EXW, Incoterms<sup>®</sup> 2020), excluding turnover tax, unless agreed otherwise in writing. If three months after the date of the coming into effect of the agreement one or more of the cost factors are increased, even if this occurs as a result of foreseeable circumstances, the seller will be entitled to increase the agreed price accordingly. The packaging is included in the price. The seller will determine the manner of packaging.

### 5. Delivery

The delivery takes place ex warehouse of the seller (EXW, Incoterms<sup>®</sup> 2020). If the delivery has been agreed with the seller to take place to the house of the purchaser, the transport will take place at the purchaser's

expense, but at the risk of the seller. The transport costs will be charged separately in the invoice to the purchaser.

## 6. Delivery periods

The delivery periods are stated by the seller as an estimate and therefore are not final deadlines.

The delivery period will commence as soon as and after the seller has accepted the assignment and has received the complete details and all amounts to be paid by the purchaser by means of advance payment in accordance with the agreement. The seller is at any time entitled to deliver in parts. As soon as the seller becomes aware of facts and/or circumstances that make the execution of the delivery on or within the stated period impossible, the seller will inform the purchaser of this as soon as possible, stating a new period. If the impediment of the fulfilment also continues after the new period stated by the seller, the purchaser will have the right to give notice of default to the seller and after the expiry of which period, if the non-fulfilment continues, the purchaser will have the right to terminate the agreement, provided that this takes place promptly, without the seller or the purchaser being obliged to any compensation whatsoever.

## 7. Risk and ownership

As soon as the ordered goods are delivered by the seller, the risk will be for the purchaser. If the purchaser does not take receipt of the goods, the seller will store these at the expense and risk of the purchaser, subject to notification to the purchaser, without prejudice to the right of the seller to proceed with termination of the agreement with retention of the seller's right to compensation. The seller retains the ownership of all goods delivered or still to be delivered by the seller to the purchaser pursuant to any agreement until the purchase price ensuing from any agreement for all these goods has been paid in full. If, in the context of this agreement/these agreements, the seller executes or will execute work for the benefit of the purchaser and to be paid by the purchaser, the aforesaid retention of title will apply until the purchaser has also paid in full these claims of the seller. The retention of title also applies for claims that the seller might acquire against the purchaser due to non-fulfilment by the purchaser of one or more of the purchaser's obligations, ensuing from the agreement(s) referred to above, in respect of the seller. The purchaser will be free to sell the goods purchased from the seller to third parties in the course of the purchaser's usual business operations.

## 8. Payment

The payment of the seller's invoices will take place without any deduction, offsetting of any amounts or suspension, within 30 days after the invoice date in the manner stated in the invoice. This payment term is a final deadline. In the event of partial deliveries, the seller will be entitled to invoice the purchaser separately for each partial delivery and to require payment thereof. Cash on delivery is reserved. In the event of refusal of the cash on delivery parcel, the purchaser will be obliged to pay all the costs ensuing therefrom for the seller, if the seller has informed the purchaser in advance of the cash on delivery. If the creditworthiness of the purchaser reasonably gives cause for this, the seller can at any time require further security, in the absence of which the seller can suspend the performance of the agreement.

The payments made by the purchaser always serve to settle all interest and costs owed, and thereupon to settle the due and payable invoices that have been outstanding the longest, even if the purchaser states that the payment relates to a later invoice. If the purchaser has not paid within the agreed period, the purchaser will be deemed to be in default by operation of law and without the requirement of any notice of default, in that case the seller will have the right from the due date to charge interest equal to the statutory commercial interest plus 2% for the duration of the default and also over all judicial and extrajudicial costs incurred for the collection of the seller's claim.

The extrajudicial costs are equal to the amount of the collection costs in accordance with the Extrajudicial Collection Costs (Fees) Decree plus 10% to be calculated over that amount, with a minimum of € 500. If the

seller demonstrates that the seller has incurred higher costs, which were reasonably necessary, the purchaser will pay these actual costs to the seller.

The price charged will be immediately due and payable if the purchaser applies for bankruptcy or liquidation, or is declared bankrupt or goes into liquidation, applies for or acquires (provisional) moratorium, the debt-restructuring scheme pursuant to the statutory debt adjustment under the Debt-Restructuring (Natural Persons) Act is declared applicable to the purchaser, attachment is levied on the whole or a part of the property of the purchaser, the purchaser dies or is dissolved, the purchaser is placed under guardianship or a regime of administration or if, after the concluding of the agreement, the seller obtains knowledge of other circumstances that give good grounds for the seller to fear that the purchaser will not fulfil the purchaser's obligations.

## 9. Complaints and guarantee

On taking delivery the purchaser must inspect whether the delivered item corresponds with the agreement and must inspect the delivered item for sound condition, flawlessness and completeness. If, during the aforesaid inspection, the purchaser discovers that the delivered item does not correspond with the agreement, the purchaser must report this in writing to the seller no later than within ten days after taking delivery. In the event of exceeding this period, every claim in respect of the seller with regard to defects or shortcomings will lapse.

The purchaser can expect that the delivered item will have the characteristics as set out in **Appendix I "Guarantee statement"**.

If there is a breach of a guarantee, the liability of the seller will be limited to the choice of the seller to repair (have repaired) or replace the item concerned or to refund the purchase price.

Furthermore, all guarantee claims will lapse if the purchaser is in default with regard to the payment, or otherwise fails in the fulfilment of the purchaser's obligation(s) on the basis of the agreement. All guarantee claims will also lapse if the defect ensues from incompetent use, insufficient maintenance, the usual wear and tear and/or damage, or from acts or omissions on the part of the purchaser in conflict with the (product) information, (product) advice, (use and/or processing) regulations and (safety) instructions. All guarantee claims will also lapse if the purchaser personally, or by means of third parties, executes or causes to execute repairs or changes with regard to the item.

A guarantee claim with regard to a delivered item will not have any impact on the obligations of the purchaser on the basis of earlier deliveries or deliveries still to be executed and will not give the purchaser the right to suspend the payment of claims of the seller.

## 10. Liability

The seller expressly excludes any liability and/or strict liability for direct damage, indirect damage, consequential loss, trading loss, lost profit, lost savings, reduced goodwill, loss due to business interruption, corruption or loss of data and all forms of direct and/or indirect damage caused by the seller, the seller's employees, the auxiliary persons engaged by the seller, and/or the seller's goods or services, unless the damage is the result of intent or wilful recklessness.

If the aforesaid exclusion of liability is not upheld, the compensation will be limited to once the invoice amount (excluding VAT) for the work the liability is ensuing from, or at least related to that for which the liability has arisen. The compensation of the damage is in any event limited to the amount that the liability insurance of the seller pays in any particular case, plus the amount of the deductible which is not borne by the insurer under the policy conditions and pursuant to the applicable insurance contract will be at the expense of the seller in any particular case.

The purchaser will, upon first request, indemnify the seller fully against all claims by third parties against the seller related to any fact for which liability has been excluded in these general terms and conditions.

## 11. Force majeure

Force majeure applies within the meaning of Section 75 of Book 6 of the Civil Code on the part of the seller if the seller is prevented from fulfilment of the seller's obligations ensuing from the agreement or the preparation thereof, resulting from circumstances that are reasonably beyond the seller's control. Force majeure is in any event taken to mean: (i) delivery in a timely manner by suppliers of the seller not forthcoming, (ii) defectiveness of goods, equipment, software, or materials of third parties, which the seller uses, (iii) government measures, (iv) power failure, (v) war, (vi) staffing establishment, (vii) industrial action, (viii) general transport problems, (ix) the outbreak of a disease, and (x) the unavailability, for any reason, of one or more staff members of the seller.

The seller will not be obliged to the fulfilment of any obligation during the period in which the seller is prevented by force majeure from fulfilling the seller's obligations. An agreed delivery period will be extended by this period.

Only if the force majeure delays the delivery period by more than three months will the seller as well as the purchaser be entitled to partially terminate the agreement for the part that has not been executed, without the seller and the purchaser mutually being obliged to any compensation on any basis whatsoever.

## 12. Intellectual property rights

The intellectual property rights of the seller to everything that the seller provides to the purchaser during the performance of the agreement between the purchaser and the seller, including in any event drawings, images, calculations, designs, processes, models and domain names (which the seller has registered for the benefit of the introduction of the seller's products to the market), remain vested in the seller and the purchaser is only permitted to use these for the performance of the agreement between the seller and the purchaser. After the end of the agreement the documents and information concerned will be returned to the seller or destroyed upon the first request from the seller.

If intellectual property rights arise during the performance of the agreement between the seller and the purchaser, the intellectual property rights, including copyright, will be vested in the seller. Insofar as the intellectual property rights will be vested in the purchaser pursuant to the law, the purchaser will transfer these intellectual property rights in advance to the seller and, if necessary, will provide cooperation to this transfer and furthermore, provide an irrevocability power of attorney in advance whereby the seller can do everything necessary as a result of which the intellectual property rights will be vested in the seller. Insofar as permitted by law, the purchaser waives any personality rights, which will remain vested in the seller, or the purchaser undertakes not to exercise these personality rights in the course of trade.

If the seller gives a right of use to the purchaser, this will always be on the basis of a non-exclusive and non-transferable licence, which will be limited to the agreed use. In the absence of a right of use agreed in advance, the right of use of the intellectual property rights of the seller will be limited in any event to the duration of the agreement between the seller and the purchaser, or for the length of time during which the purchaser purchases goods from the seller. A licence from the seller can be terminated at any time with immediate effect, without the seller owing any form of compensation to the purchaser.

All information that is not accessible for the public concerning the business process of the seller will be regarded as confidential information. The purchaser will not share such confidential information with third parties and will also not use this for the purchaser's personal business operations, unless this is necessary for the fulfilment of an obligation between the purchaser and the seller.

In the event of breach of article 12 the purchaser will, without the requirement of any notice of default, owe a financial penalty of € 50,000 per breach to the seller, without prejudice to the right of the seller to claim in addition compensation in full together with interest and costs. The paid or owed financial penalty will not serve to settle any compensation owed plus interest and costs. The purchaser and the seller hereby expressly derogate from the provisions of Section 92, subsection 2, of Book 6 of the Civil Code.

## 13. Privacy

If, during the performance of the agreement, the seller or the purchaser acquires personal data from the other and processes this personal data, the seller or the purchaser will process the Personal data processing in a proper and careful manner and will comply with the statutory regulations ensuing from the General Data Protection Regulation.

If the seller or the purchaser is regarded as the processor within the meaning of the General Data Protection Regulation, the seller and the purchaser will agree to a processing agreement in writing, which will comply with the provisions of the General Data Protection Regulation.

The seller and the purchaser will inform each other within five (5) working days of every request and/or every complaint made by the supervisory authority or the data subject with regard to the personal data that is processed during the performance of the agreement. The seller and the purchaser mutually provide cooperation, which is required to meet the requests of the data subjects or the supervisory authority.

The purchaser indemnifies the seller against the administrative sanctions, remedial sanctions and punitive sanctions imposed on the seller in the context of the processing that the seller executed during the performance of the agreement.

## 14. Termination

The seller can terminate the agreement with immediate effect and without default on the part of the purchaser, by means of a statement in writing to the purchaser, if:

- a) The purchaser applies for bankruptcy or liquidation, or is declared bankrupt or goes into liquidation;
- b) The purchaser applies for or acquires (provisional) moratorium;
- c) The debt-restructuring scheme pursuant to the statutory debt adjustment under the Debt-Restructuring (Natural Persons) Act is declared applicable to the purchaser;
- d) Attachment is levied on the whole or part of the property of the purchaser;
- e) The purchaser dies;
- f) The purchaser is dissolved;
- g) The purchaser is placed under legal restraint or a regime of administration;
- h) If, after the concluding of the agreement, the seller obtains knowledge of other circumstances that give good grounds for the seller to fear that the purchaser will not fulfil the purchaser's obligations, all this is without prejudice to the seller's right to claim compensation from the purchaser.

## 15. Transferability of rights and obligations

The purchaser cannot transfer the claims against the seller, on any basis whatsoever, to a third party. Such claims are expressly non-transferable. This clause has effect under property law within the meaning of Section 83, subsection 2, Book 3 of the Civil Code.

The purchaser is prohibited, without prior approval in writing from the seller, from transferring any obligation ensuing from the agreement and/or these general terms and conditions to a third party.

## 16. (Partial) voidness or voidability

If a provision of these general terms and conditions might be null and void or voidable, this will not result in these general terms and conditions becoming entirely null and void or voidable, or that another provision

thereof will be (partially) null and void or voidable. If a provision of these general terms and conditions might be null and void or voidable, the seller will replace this by a valid provision that approaches most closely the meaning and effect of the null and void or voidable provision.

## 17. Lapse of right, applicable law and disputes

Insofar as these general terms and conditions do not determine otherwise, all rights of claim of the purchaser against the seller will lapse in any event one year after the day on which the right of claim has arisen, unless the claim(s) has (have) been made pending before the court with competent jurisdiction within this period.

The law of the Netherlands exclusively applies to this agreement and to all legal relationships between the purchaser and the seller, with the exclusion of the Vienna Sales Convention.

All disputes between the seller and the purchaser will be adjudicated by the court with competent jurisdiction of the Gelderland District Court, location Zutphen, with the exclusion of any other court.

## 18. Additional Terms and Conditions Services

If the seller provides a service, article 1 up to and including 4, 6, 8 and 10 up to and including 17 will apply mutatis mutandis and these additional terms and conditions will apply.

### 18.1 Performance of the agreement

The purchaser will be obliged to provide all necessary cooperation for the correct and timely performance of the agreement. The purchaser guarantees the accuracy, completeness and reliability of the data provided by or on behalf of the purchaser. After the performance of the agreement and upon request from the purchaser the seller will return to the purchaser the documents made available.

The seller will perform the agreement in accordance with the applicable (professional) regulations and will execute the work to the best of the seller's ability and as a service provider acting with due care. The seller has the right to have work executed by another.

All obligations on the part of the seller in respect of the purchaser apply as an obligation to use best efforts. The seller cannot guarantee the result of the obligation(s) fulfilled and/or to be fulfilled by the seller.

### 18.2 (Partial) Termination and cancellation

If the purchaser and the seller have agreed to an agreement for a fixed period, this will end by operation of law and termination by the purchaser before the end of term of the agreement will not be possible. If the purchaser and the seller have agreed to an agreement for an indefinite period, the purchaser can terminate the agreement in writing with effect from the end of a calendar year with due regard to a notice of termination period of three months.

If the purchaser and the seller, related to the performance of the agreement, have arranged an appointment at the office of the purchaser (for example for making ear imprints) and subsequently this appointment is cancelled prematurely by the purchaser, or moved (on the purchaser's initiative), the purchaser will be obliged to pay to the seller the costs already incurred for the applicant concerned.

The seller has the right, without stating reasons, to terminate an agreement (in the interim) with effect from the end of a calendar month with due regard to a notice of termination period of one month.



## 18.3 Force majeure

In derogation from article 11, third paragraph, the seller as well as the purchaser will only be entitled to partially terminate the agreement for provision of services for the part not performed, if the delivery period is delayed by more than six months due to force majeure.

## 19. Additional Terms and Conditions for Personal Data Processing

These Additional Terms and Conditions constitute an addition to article 18 and only apply if the service concerns the processing of personal data, whereby the seller can be regarded as the Controller within the meaning of the GDPR. If the seller is regarded as a Processor within the meaning of the GDPR, the processing agreement concluded between parties will prevail.

### 19.1 Definitions

In these Additional Terms and Conditions – including the recitals - the concepts with a capital letter have the following meaning:

- a. **General terms and conditions:** the general terms and conditions applied by Comfoor, including the specific additional terms and conditions, which apply to the Agreement and are related to the Service;
- b. **Comfoor:** the legal entity acting under the (brand) name 'Comfoor', which enters or has entered into the Agreement; the Party that received information from or via the Client.
- c. **Data Subjects:** the natural person who is identifiable on the basis of the Personal Data.
- d. **Service:** the work executed or to be executed by Comfoor on the basis of the Agreement for the benefit of the Client;
- e. **Client:** the natural person or legal entity or company who/which has provided Comfoor with an assignment for the provision of the Service.
- f. **Employee:** a person falling under the authority of Comfoor, who is or will be involved during the provision of the Service;
- g. **Agreement:** the agreement between Comfoor and the Client on the basis of which the Service is provided;
- h. **Personal Data:** the information to be provided by the Client to Comfoor for the purpose of the provision of the Service and to be processed by Comfoor for the benefit of the Client, as referred to in article 4, under 1, of the Regulation;
- i. **Third Parties:** the - natural person or legal entity or company - who/which are engaged by Comfoor during the provision of the Service;
- j. **Regulation:** (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, Official Journal No. L 119 of 4 May 2016, p.1 et seq. (general data protection regulation);
- k. **Processing:** the collecting, recording, organising, structuring, saving, updating or changing, requesting, consulting, using, providing by means of forwarding, disseminating, or making available in another manner, aligning or combining, blocking, deleting or destroying of data.
- l. **Information:** the contents of the relationship between Parties, as well as all data, computer software, documentation, other verbal and written information, which is provided by the Providing Party to the Receiving Party, or becomes known in the context of the provision of Personal Data to the Receiving Party.
- m. **Controller:** a natural person or legal entity, a government agency, a service, or another body who/which, alone or together with others, records the purpose of and the resources for the processing of the personal data.

For the application of these Additional Terms and Conditions it makes no difference whether the concepts defined in article 1.1 are set out in the singular or the plural, or as the case may be are used in a specific composition.

## 19.2 Applicability

These Additional Terms and Conditions apply to the Agreement, but only insofar as the Agreement relates to the processing of Personal Data by Comfoor for Service on the instructions of the Client. Considering that Comfoor personally determines the objective and the resources for the processing of this Personal Data, Comfoor is 'the Controller'. Due to this Comfoor also has the statutory duties of a controller, as described in article 24 of the Regulation.

Comfoor and the Client are both aware of the fact that the Regulation directly applies to the processing of the Personal Data and that for each of them as the Controller obligations ensue from the Regulation.

## 19.3 Exchange of Information

Parties will by agreement in consultation coordinate and execute the exchange of Information.

Parties will agree in advance with each other the manner in which the Information will be provided. The manner of provision can be:

- a. in writing;
- b. by handing over goods including, but not limited to, electronic and/or optical Information or data carriers;
- c. by means of providing access in any manner to Information including, but not limited to, access to automatic computer and network systems; and/or
- d. by means of (verbal and/or visual) presentations and demonstrations.

## 19.4 Nature and objective of the processing

Comfoor processes the Personal Data for the purpose of the provision of the Service.

Comfoor processes the Personal Data for no longer than is necessary for the provision of the Service, unless Comfoor must save the processed Personal Data for longer for its own objectives.

Unless determined otherwise in the Agreement, the processing of the Personal Data concerns the Data Subject.

Unless determined otherwise in the Agreement, the processing of the Personal Data concerns the following types of personal data, but exclusively insofar as the processing thereof is necessary for the performance of the Agreement: Name, initials, gender, personnel number (department is optional).

The Client will be responsible for the accuracy and completeness of the provided Personal Data and will provide Comfoor with the Personal Data in a timely manner, so that Comfoor will be able to provide the Service in a timely manner.

Comfoor will be responsible for the accuracy and completeness of the enrichment of the provided Personal Data.

The Client guarantees in respect of Comfoor the legitimacy of the provision of the Personal Data to Comfoor. The Client indemnifies Comfoor against any claims by third parties and the Data Subjects.

The Client guarantees in respect of Comfoor the communication to the Data Subjects regarding the provision of the Personal Data to Comfoor. Comfoor will inform the Data Subjects by means of a privacy statement on its website.

Comfoor will determine the manner in which and with which resources and, as and when necessary, by which Employee(s) the Personal Data will be processed.



Comfoor will not process the Personal Data in, or transfer the Personal Data to, a country outside the European Union or the European Economic Area, regarding which it has not been recorded by means of a decision of the European Commission that it safeguards a suitable level of protection within the meaning of article 45, subclause 1, of the Regulation, unless:

- a. (i) there are suitable safeguards in existence within the meaning of article 46, subclause 1, of the Regulation.

## 19.5 Security

Parties will take appropriate technical and organisational measures for the protection of the Personal Data against loss or against any form of unauthorised or unlawful processing thereof, including unnecessary collection and further Processing thereof, whereby the risks attached to the Processing of Personal Data, also having regard to the nature thereof, will be taken into consideration.

## 19.6 Third Parties

Comfoor will be entitled to engage Third Parties during the Processing of Personal Data, for the purpose of the provision of the Service.

## 19.7 Data Subjects rights

Comfoor, as the Controller, will be responsible for the classification of a data leak and any reporting of a data leak to the Dutch Data Protection Authority, if and insofar as the data leak has taken place at Comfoor or at a Processor engaged by it. In the event of reporting to Data Subjects, the Client will be informed.

## 19.8 Liability

Comfoor will not be liable for damage suffered by the Client, ensuing from or related to the shortcomings in the fulfilment of the obligations vested in Comfoor on the basis of these Terms and Conditions and/or Legislation.

## Appendix I Guarantee statement

### Article 1 – General

Our products are produced with due care and 100% climate neutral. Use is made thereby of high quality materials and the most advanced technologies. The guarantee of a tailor-made product relates to the fit, breakage, damage, sealing, materials, distortions and discolouration of the product and manufacturing faults. Change of the design or choice of materials does not fall under this guarantee. The seller offers for the goods that are not produced by the seller the same guarantee as the seller has personally received from the manufacturer.

### Article 2 – Glossary

The following concepts are applied in this guarantee statement:

Pluggierz: tailor-made hearing protection of the Pluggierz label.

Decorative piece: an earmould in which one or more colours (other than transparent), possible in a specific pattern, are processed, or an earmould that is provided with a specific image.

### Article 3 – Fit, breakage and damage

1. The guarantee of the fit, breakage and damage of earmoulds and the tailor-made hearing protection applies for 6 months.
2. The guarantee of the fit only applies for those intended for users of 16 years and older. A guarantee period of three months applies for the fit for people who are younger than 16 years.
3. The fit guarantee does not apply to a 'short version' RIC earmould and earmoulds that are silver-plated, gold-plated or metal-coated. A trial period of one week is recommended prior to the silver-plating, gold-plating or metal-coating.
4. Breakage and damage due to careless use do not fall under the guarantee statement.
5. The guarantee of the fit does not relate to the sealing: the sealing can be good while the fit is uncomfortable and vice versa.

### Article 4 – Sealing

1. The guarantee of the sealing for earmoulds and hearing protection only applies at delivery.
2. If a leak occurs after delivery, and this is not the result of a guarantee case, as referred to in article 4, subclause 1, this will be beyond our control and this cannot be attributed to us.

### Article 5 – Materials, distortion, discolouration and manufacturing faults

1. In the event of irregularities in the materials, distortion, discolouration and manufacturing faults a guarantee period of 5 years will apply.
2. As an exception from the provisions of subclause 1 of this article, for earmoulds and hearing protection made with flexible materials (such as a-flex, bioflex, thermoflex and Variotherm), decorative pieces and products that are silver-coated, gold-plated, or metal-coated, a guarantee period of 2 years applies, for discolouration a guarantee period of 6 months applies.
3. Discolouration due to insufficient cleaning of the products and distortion due to careless use do not fall under the guarantee conditions.

### Article 6 – Returns

Correctly completed guarantee claims are exclusively dealt with, whereby the goods must be returned within 4 weeks after the complaint. In the event of special particulars, which are important for the guarantee claim, these must be stated under "Comments". In the event of fitting problems and insufficient sealing a new imprint must be made.

As the customer sometimes likes to keep the product until the new product is ready, it may also be returned afterwards. The seller grants a temporary guarantee if the guarantee statement has been fulfilled. The seller will send a small bag with the product label for the new order. After adjustment the purchaser will put the old earmould in this small bag and will send it back to the seller. The period for sending back amounts to 4 weeks after the purchaser has received the new product, otherwise the guarantee will lapse and the purchaser will receive an invoice for the new product, which the purchaser must pay within the payment term stated in this invoice.

## Article 7 – Quality of the imprints

1. The seller will reject imprints if they are of insufficient quality (see for this also: <https://comfoor.com/nl/audiologie/gehoorverbetering/afdrukmaterialen>). If the purchaser might decide to still have the product made (with the exception of hearing protection), this product will not be eligible for the guarantee.
2. Hearing protection will not be produced in the event of absent imprints.
3. The seller expects that the ear imprints made are produced with high-quality imprint material, all this comparable with the AKOUZ imprint materials used by the seller. In the event of significant deviation, the produced product will not be eligible for guarantee.
4. When making the imprints the auditory canal must be free, for example of piercings and other related products. If imprints are still to be made, these will not be eligible for guarantee.