

**General Terms and Conditions of
Dometic Benelux B.V.**

(status March 2023)

1. Introduction

1.1. These General Terms and Conditions ("**T&C**") of Dometic Benelux B.V. ("**Dometic**") lay down the specific terms under which companies and/or consumers ("**you**") commission Dometic to perform services and repair services for Dometic products ("**Services**").

1.2. Services can be both separate repair services (subject to charge) and the remedy (free of charge) of defects in Dometic products under warranty. If the Services requested by you concern the remedy of defects in Dometic products under warranty, your statutory warranty rights shall remain unaffected and unrestricted notwithstanding these T&C.

1.3. Services shall be commissioned either on site at your premises or at the Dometic service center after prior booking of an appointment. For the purpose of booking an appointment, you can contact Dometic via the contact form provided by Dometic ("**Dometic Online**"). In addition, the information in the contact form and the following further conditions available on Dometic Online ("**Further Conditions**") apply to your use of Dometic Online and request:

- Terms of Use of the Dometic website; and
- privacy policy; and
- cookie policy.

1.4. Company information ("Dometic")

Dometic Benelux B.V. Technologieweg 11
4906 AC Oosterhout

Contact information for customer service:
Telephone: +31 (0)76 502 9000
e-mail: info@dometic.nl

1.5. These T&C can be amended by Dometic at any time. Contracts already concluded shall not be affected by this. The version of the T&C applicable to you is the version available at the time you place your order with Dometic Online.

1.6. Contract terms and conditions deviating from or different to the T&C, namely also such terms and conditions which you declare as applicable together with acceptance of the contract, shall only be valid when and insofar as they have been expressly accepted by Dometic in text form.

1.7. By accepting these T&C, you confirm that you are at least 18 years old or of full age in order to conclude a binding contract with Dometic.

2. Performance of Services

2.1. Services can be both repair services (subject to charge) and the remedy (free of charge) of defects in Dometic products under warranty. For the purpose of classifying the Services you are obliged *inter alia* to record the purchase date of the Dometic product and the proof of purchase in the form and to specify whether it concerns the remedy of a defect during the warranty period or a repair outside the warranty. Dometic reserves the right to verify your information also on site at the appointment. Should it become apparent that the Service is not a remedy free of charge of defects in Dometic products under warranty, you shall have the possibility to change the order on site into a repair/service subject to charge or to withdraw from your order.

2.2. Presentation of the Services on Dometic Online does not constitute a legally binding offer but the request for an order. After sending the contact form, you shall be contacted by Dometic, by e-mail or telephone, for the purpose of booking a service appointment. A corresponding contract

concerning the Services shall be concluded after this by the signing of a corresponding service order either on site at the Dometic service center or at your home by a Dometic service technician.

2.3. Dometic shall perform the Services professionally and pursuant to the conditions agreed between yourself and Dometic. Dometic shall perform the Services at the place specified in the order confirmation and on the date and at the time agreed between yourself and Dometic.

2.4. If you have to postpone or cancel your appointment, please contact us as quickly as possible and at the latest 24 hours prior to the appointment (except on weekends and holidays). Please contact the service center where you have booked the appointment or Dometic. Prior to the appointment at our service center or visit by the service technician, the product, for which the service is being used, must be made accessible i.e. it may not be hindered by any kind of object or made inaccessible. This also applies to Services performed during the warranty period of a product. If you are not present at the appointment, you shall be responsible for another person being available and for notifying us accordingly. If you cancel an appointment within 24 hours prior to the agreed appointment or if you are not present at the appointment, you shall be invoiced for the respectively applicable prices according to the price list.

3. Prices for Services

3.1. If you have booked an appointment at a Dometic service center or with a Dometic service technician, you shall be invoiced - except in the cases pursuant to paragraph 3.3. - for an appointment according to the price list provided by the service technician. If Dometic performs the Services, you shall be invoiced - except in the cases pursuant to paragraph 3.3. - in addition for all spare parts and/or consumables as well as the documented costs in connection with the Services, such as a call-out fee or kilometre charge, according to the price list.

3.2. You shall make payment for the Services with the service technician or at the service center, using the payment options stated in the price list (EC card or credit card).

3.3. If the Services requested by you concern the remedy of defects in Dometic products under warranty, Dometic shall perform the Services free of charge. Paragraph 2.1. shall apply accordingly. Please note, however, that the warranty does not cover any damage incurred as a result of (a) inappropriate installation, handling or other measures in relation to the product by yourself or persons for whom you are responsible or (b) damage to the product or other objects or persons caused by yourself or persons for whom you are responsible.

3.4. Proof of purchase of your Dometic product is your purchase receipt and shall be presented to Dometic for verification of your warranty rights.

4. Impairment in performance

4.1. You must inform Dometic with the minimum of delay (immediately after discovery and ultimately within 30 days) in writing or text form if you identify that Services have not been performed by Dometic as stipulated in the contract. In so doing, you must specify the Service that is not as stipulated in the contract in as much detail as possible.

4.2. If you have not complained within the period set in article 4.1, all your rights and claims on any basis will lapse.

4.3. If Dometic is responsible for the Services that are not as stipulated in the contract and you have met your information obligation pursuant to paragraph 4.1., Dometic shall first be entitled and obliged to perform the Services concerned as stipulated in the contract, without additional costs for you, within a reasonable period. If performance of the Services fails for reasons for which Dometic is responsible, also within a reasonable grace period set by you, you shall be entitled to terminate the contract concerning Services without notice for good cause without

notice.

4.4. You shall be entitled to further claims only in accordance with Article 5.

5. Limitation of liability, force majeure

5.1. Dometic will only be liable for damage to you and/or Dometic products, which is the direct consequence of an attributable failure of Dometic to fulfil its obligations under the contract. Dometic's liability is limited to a maximum of once (1) the amount of the fee that Dometic charged to you for performance of the Services in which the cause of the loss lies, or at any rate limited to the amount of the payment under Dometic's liability insurance. An exception will be made to the foregoing in case of intention or gross negligence of Dometic.

You have no claim for damages against Dometic, with the exception of the following provisions. Exceptions to this are damage claims arising from injury to life, limb or health or arising from the violation of material contractual obligations ("obligations essential for achieving the purpose of the contract") as well as liability for other damage, which is based on an intentional or grossly negligent breach of duty by Dometic, its legal representatives or vicarious agents. Material contractual obligations (obligations essential for achieving the purpose of the contract) are obligations, the fulfilment of which makes the proper performance of the contract possible in the first place and where you as customer rely on and may also rely on compliance with such obligations.

5.2. Dometic shall be liable in the case of violation of material contractual obligations only for foreseeable damage which is typical for the contract if this was caused by simple negligence, unless these are damage claims arising from injury to life, limb or health.

5.3. The limitations of liability of paragraph 5.1. shall also apply for the benefit of the legal representatives and vicarious agents of Dometic if claims are asserted directly against them.

5.4. Dometic is not liable or responsible for the non-fulfilment or delayed fulfilment of Dometic's obligations within the scope of these T&C in connection with events beyond Dometic's reasonable control, including but not limited to force majeure, fire, floods, adverse weather conditions, disasters, explosions, war (whether declared or not), acts of terrorism, labour disputes (whether with or without participation of Dometic's employees), pandemics or epidemics or actions of government agencies or other competent authorities, general transport delays caused thereby as well as other events of force majeure.

6. Data protection

6.1. Dometic shall process and store your data necessary for order handling pursuant to the *Algemene verordening gegevensbescherming* ("AVG") and the General Data Protection Regulation ("GDPR"). All personal data shall be treated confidentially. You have a right of access and a right of rectification, blocking and erasure of your stored data.

6.2. Dometic refers in addition to its privacy policy which is available at: <https://www.dometic.com/nl-nl/outdoor/privacyverklaring>.

7. Applicable law, place of jurisdiction, dispute resolution

7.1. Unless otherwise agreed in writing, these T&C and any contract concluded on the basis thereof shall be governed by Dutch law. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. Statutory provisions on the limitation of the choice of law

regulations, especially of the state in which you as consumer habitually reside, shall remain unaffected.

7.2 All disputes connected with and/or arising from the contract, a different type of obligation to which these T&C apply or these T&C themselves, will be brought exclusively before the Rechtbank Zeeland-West-Brabant.

7.3 Regarding complaints or questions in relation to our products, you can contact:

Dometic Benelux B.V., Innovatiepark 12, 4906 AA Oosterhout, Telephone: +31 (0)76 502 9000, e-mail: info@dometic.nl at any time by telephone, in writing or by e-mail.

7.4. Amendments to and modifications of these Terms and Conditions shall only be valid when given in text form. This shall also apply to this requirement of text form itself.