

General Business Conditions of Insensation Inc.

1. Application and Usage

1.1 The following General Business Conditions (GBC) apply unless other written agreements are made. Orders of products or services of Insensation Inc. (hereafter referred to as Insensation) enforces the acknowledgement of these conditions by the buyer. The buyer acknowledges these conditions for every subsequent order, even if they are not specifically mentioned.

1.2 Insensation reserves the right to change or update the GBC at any time, and the new conditions become legally effective 30 days after publication.

2. Estimates, Order Confirmations, Prices

2.1 Only written communication and orders are acknowledged by the buyer and the Insensation. Estimates are only effective using the delivery means and prices offered in writing.

2.2. The cancellation of orders and the order confirmation with Insensation is not allowed.

2.3 Pricing is always according the latest price lists of Insensation. Insensation reserves the right to change these at any time.

2.4 Estimates, technical documentation, CAD drawings, samples, prototypes etc. are the property of Insensation and may not be given to any third party without our written permission.

2.5 Verbal statements or commitments are only valid if confirmed in writing.

2.6 A contract with Insensation is considered valid after we have received the deposit. The production documentation stipulates the quality and materials for each contract.

3. Delivery, Delivery Times

3.1 The delivery times start after the confirmation of all technical details, qualitative and quantitative, as well as the receipt of the deposit.

3.2 Delivery times are not binding. We give utmost respect to hold the stated delivery times. Delays do not allow the buyer to apply and financial or other penalties, nor to reduce the amount due according to the order confirmation.

3.3 Any required help, human or with machines, to unload our deliveries is to be organized and paid by the buyer.

3.4 Partial deliveries or delays on the building site can result in a price increase from Insensation.

4. Payment Terms

4.1 Unless otherwise agreed in writing, all orders are paid with 50% deposit at order confirmation and 50% before delivery.

4.2 All costs related to non payment by the buyer as well as 10% interest can be charged by Insensation.

4.3 Projects which take longer than 6 months to proceed into production may be subject to additional deposits.

5. Guarantee

5.1 Insensation guarantees all products for a period of 2 years after delivery. Within this time, defective products which can be proved to be caused by material, workmanship or manufacturing will be replaced. The guarantee on lighting and electrical components is limited to the manufacturers guarantee of these products.

6. Legal

6.1 All court or legal issues related to our company or its products are to be held in the City of New York.

New York, November 28 2019