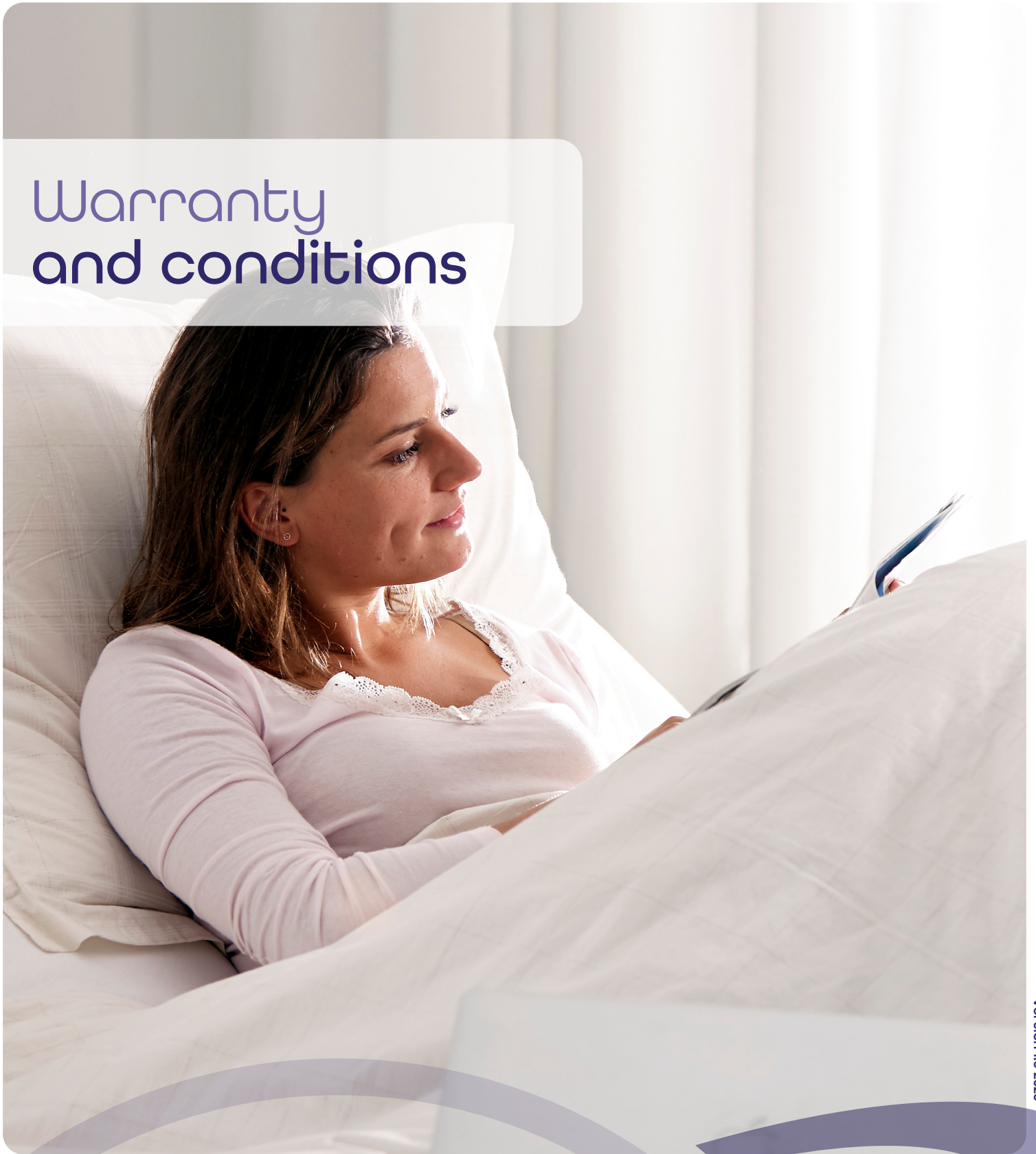




Warranty and conditions



Terms and Conditions



General conditions of sale, delivery and payment of Deron BV. Filed at the office of the Chamber of Commerce and Industry in Arnhem.

ARTICLE 1: GENERAL PROVISIONS AND DEFINITIONS

- The following definitions are used in these general terms and conditions:
 - A. Deron: Deron B.V., ConnectFoamCare B.V., LimaBeds B.V., or an affiliate of one of these companies;
 - B. Buyer: buyer of Deron's services and/or products;
 - C. Work: all work performed by Deron within the framework of the agreement.
- These general terms and conditions apply to every offer and agreement between Deron and the other party, unless the parties have explicitly agreed otherwise in writing.
- These general terms and conditions shall also apply to agreements between Deron and third parties it engages for the execution of its activities or assignment.
- If a buyer purchases goods from Deron with the purpose of reselling these goods to an end user, the buyer shall be obliged to apply these general terms and conditions to the agreement between it and the end user.

ARTICLE 2: QUOTATIONS

- All quotations and offers by Deron are mutually free of obligation.
- The prices mentioned in quotations and offers are in principle valid until the stated expiry date. The price mentioned in the quotation or offer lapses if the cost price of the product to which the quotation or offer relates has increased by more than 15%. If the quotation or offer does not include an expiry date, the prices mentioned in the quotation or offer expire 3 months after the date of the quotation or offer.
- A quotation or offer expires if the product to which the quotation or offer relates is no longer available.
- A buyer cannot hold Deron to an issued quotation or offer if the buyer should reasonably understand that the quotation or offer, or any part thereof, contains an obvious mistake or clerical error.
- The models, images, drawings and measurements shown, added or communicated with the offers and quotations are a general representation of the products offered. Any changes resulting in the actual execution deviating from said models, images, drawings and measurements, but which do not substantially alter the technical and aesthetic execution, shall not oblige Deron to pay any compensation and shall not entitle the buyer to refuse receipt or payment of the delivered goods.

ARTICLE 3: AGREEMENT

- The agreement is formed by acceptance of a quotation or offer, or by Deron accepting a separate order from the buyer.
- Cancellation of an order or purchase agreement for standard goods is allowed free of charge within 2 working days after conclusion of the agreement, or if the buyer (or an end user known at the start) dies before the goods have been delivered for delivery.
- Cancellation of customised goods is never allowed.
- If a deadline is agreed or stated in the agreement, this shall not be a deadline.
- Deron has the right to have certain work performed by third parties.

ARTICLE 4: DISPATCH AND DELIVERY

- The goods will be transported as freight
- by/on behalf of Deron. Deron will take the greatest possible care in the delivery and assembly of products. Until the moment of delivery, during transport the goods shall be at Deron's risk.
- If the buyer requires a different mode of transport, this shall be at the risk and expense of the buyer.
- Delivery takes place by presenting the goods at the delivery address stated by the buyer. The buyer shall be responsible for the timely and correct specification of all details relevant to the delivery, such as with regard to the floor where the goods are to be delivered. If the goods do not fit through the door of the delivery address, the buyer is obliged to notify Deron in advance so that a suitable method of delivery can be determined in consultation.
- From the moment of delivery, the goods are at the full risk of the buyer. The buyer must ensure that Deron can easily place the goods at the correct location and has sufficient space for assembly of the goods. The buyer must also ensure that, if Deron has to use stairs or a lift, these are spacious enough and free of obstacles.
- If the beds are to be placed on the third floor or a higher floor, Deron will deliver only if an available lift can be used. Floor means a floor with at least seven steps.
- Upon receipt of the goods, the buyer should immediately check that the shipment is in undamaged condition. If the buyer discovers a defect upon delivery, this may be made known by an acceptance under protest.

ARTICLE 5: RETENTION OF TITLE

- All goods delivered by Deron under the agreement shall remain Deron's property until the buyer has fully complied with all obligations under the agreement concluded with Deron.
- Goods delivered by Deron subject to retention of title may not be resold and may never be used as a means of payment. The buyer is not entitled to pledge or otherwise encumber goods subject to retention of title. If third parties assert rights on goods subject to retention of title pursuant to this article, the buyer is obliged to inform Deron in writing of these claims within 24 hours of the time at which this claim is made.
- The buyer is obliged to insure the goods referred to in this article against risks of fire, theft, storm and water damage. The buyer is not allowed to pledge any claims against his insurer by virtue of insurances as referred to in this paragraph to third parties or to have them serve as security in the broadest sense of the word to third parties. Payments in respect of damage and loss of the goods referred to in this article shall take the place of the goods concerned. As additional security for the fulfilment by the buyer of its obligations under the agreement to which these terms and conditions apply, the buyer hereby assigns to Deron all rights which it may enforce against the insurer. This transfer shall be accepted by Deron.
- If Deron wishes to exercise its right of ownership as mentioned in this article, the buyer shall in advance give unconditional and irrevocable permission to Deron, and third parties to be appointed by Deron, to enter all those places where the property of Deron is located so that Deron can take back these goods.

ARTICLE 6: WARRANTY

- The warranties included under Annex 1 to these general terms and conditions shall apply to the goods delivered by Deron.
- If the warranty provided by Deron concerns a good manufactured by a third party, the warranty is limited to the applicable manufacturer's warranty provided by the manufacturer of the good.
- The Bossy® smart products are covered - under normal use - by a 2-year warranty on electrical components and sensors. The same warranty is issued on the foam base or high-low bed as mentioned in the warranty overview below.
- Any form of guarantee will lapse if a defect has arisen as a result of or arising from improper use of the applicable goods, or if third parties have made changes or attempted to make changes to the good.
- If repairs are made by Deron after a justified warranty claim, or if Deron replaces the good, the original warranty period shall continue to apply.
- The delivered products may deviate 2% from the actual dimensions stated in the order confirmation. No exchange guarantee is possible for this.
- Deron provides a warranty to the buyer against material and manufacturing defects on the delivered goods.
- Damage due to normal wear and tear is explicitly excluded. By 'normal wear and tear' is meant wear and tear due to normal frequent use of the goods.

ARTICLE 7: COMPLAINTS

- The other party is obliged to examine the delivered
- immediately at the time that the goods are
- goods are made available to him or the relevant work has been carried out, respectively. In doing so, the buyer shall examine whether the quality and/or quantity of the goods delivered corresponds to what has been agreed and meets the requirements the parties have agreed upon. After approval, the buyer shall sign for it. Any subsequent

defects should be reported to Deron in writing no later than 2 months after delivery.

- The provisions below do not apply with respect to complaints within the framework of warranties.
- Minor deviations that are customary in the trade or technically unavoidable and minor differences in quality, colours, sizes or finish shall not constitute grounds for complaints.
- If the buyer complains in time, this does not suspend his payment obligation. The buyer remains obliged to take delivery and pay for the goods.
- If notification is made later, the buyer is no longer entitled to repair, replacement or compensation.
- If it is established that a good is defective and that the buyer has complained in time, Deron shall, at its discretion, replace or repair the defective good within a reasonable time after written notification of the defect by the buyer. Costs of return shipments shall be at the risk and expense of the buyer.
- If it is established that the complaint is unfounded, the resulting costs, including research costs, incurred on Deron's part shall be borne by the buyer.
- If goods are returned without valid reasons and/or without prior agreement with Deron, Deron shall be free to store the goods for account of the buyer under third parties or even keep the goods at his disposal, without releasing the buyer from his payment obligation.

ARTICLE 8: PAYMENT

- Payment of the delivered goods shall be made net, without deduction or compensation, by means of mobile PIN payments on delivery, unless the parties have agreed that the buyer may pay within 14 days after the invoice date in the manner indicated by Deron.
- If the buyer fails to pay an invoice on time, the buyer shall be in default by operation of law. The buyer shall then owe statutory interest. The interest will be calculated from the moment the buyer is in default until the moment of payment of the full amount due.
- Objections to the amount of the invoice do not suspend the payment obligation.
- If the buyer is in default or breach of its obligations, all reasonable costs incurred to obtain satisfaction, such as collection costs, shall be borne by the buyer. Any judicial and execution costs incurred will also be recovered from the buyer. The buyer shall owe statutory interest on the collection costs, court costs and execution costs due.



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ARTICLE 9: DISSOLUTION

- Deron is entitled, without any obligation to pay damages, to suspend the fulfilment of its obligations or to dissolve the agreement immediately and with immediate effect if:
A. The buyer does not fulfil his obligations under the agreement in full or in time;
B. After the conclusion of the agreement Deron has become aware of circumstances which give good reason to fear that the buyer will not fulfil its obligations, such as for instance but not exclusively the circumstance that the buyer has been declared bankrupt, has been placed under guardianship, receivership or mentorship, the Statutory Debt Rescheduling Act has been declared applicable or the buyer is subject to an extrajudicial debt settlement.
- If the agreement is dissolved, Deron's claims against the buyer shall be immediately due and payable. If Deron suspends fulfilment of its obligations, it shall nevertheless retain its claims under the law and the agreement.
- In case of suspension by Deron, Deron shall be entitled to claim immediate payment of what is due to it.
- In the event of dissolution by Deron, the buyer shall be obliged at Deron's first request to put the paid and unpaid goods still in its possession, delivered by Deron, at Deron's disposal.
- If Deron rightly proceeds to suspension and dissolution, Deron shall not be obliged to compensate for damage and costs thereby incurred in any way, while the buyer shall be obliged to compensate or indemnify on account of default.

ARTICLE 10: LIABILITY

- Should Deron be liable, this liability is limited to what is regulated in this article.
- Deron is not liable for damage of whatever nature, caused by Deron's reliance on incorrect and/or incomplete data provided by or on behalf of the buyer.
- Deron products are not intended to avert acute danger to life. Deron shall not be liable for damage of any kind whatsoever resulting from inadequate or untimely notification, or resulting from the absence of notification from a smart mattress and/or from the platform'.
- Direct damage is exclusively understood as: reasonable costs to have the defective performance of Deron comply with the agreement, to the extent that these costs can be attributed to Deron.
- Deron shall never be liable for indirect damage, including consequential damage such as, inter alia, damage caused

- by delivery to the designated address.
- Deron's liability shall in any case always be limited to the amount of the invoice.
 - If a product qualifies for warranty, it shall be compensated pro rata in the form of a replacement product.

ARTICLE 11: FORCE MAJEURE

- Deron shall not be obliged to comply with any obligation towards the buyer if it is hindered to do so as a consequence of a circumstance that is not attributable to its fault, and for which it cannot be held accountable by virtue of the law, a juristic act or generally accepted standards.
- In these terms and conditions, force majeure is understood, in addition to its definition in the law and jurisprudence, to include all external causes, foreseen or unforeseen, which Deron cannot influence, but which prevent Deron from fulfilling its obligations. These include, but are not limited to: failure of a supplier of Deron to deliver goods agreed with Deron (on time), staff illness, fire, theft and damage or loss of goods. Deron shall also be entitled to invoke force majeure if the circumstance preventing (further) compliance with the agreement occurs after Deron should have fulfilled its obligation.
- Deron is entitled to suspend its obligations during the period of force majeure. If this period lasts longer than 30 days, both parties are entitled to dissolve the agreement without any obligation to compensate the other party for damages.

ARTICLE 12: APPLICABLE LAW AND DISPUTES

- Dutch law applies to all legal relationships of Deron. Application of The Vienna Sales Convention is explicitly excluded.
- Parties shall only appeal to court after they have made every effort to settle a dispute in mutual consultation.
- All disputes arising from or related to this agreement, including those considered as such by only one of the parties, shall in the first instance be settled by the competent court of the district of Gelderland.

ARTICLE 13: SANCTIONS REGULATIONS

- The buyer guarantees compliance with all applicable sanctions and restrictions laid down in and arising from all applicable sanctions and export control regulations (including, but not limited to, those of the Netherlands and/or the European Union and/or the United Kingdom and/or the United States and/or the United Nations).
- Deron is entitled to dissolve the agreement if it knows or reasonably suspects that:
a. The products are directly or indirectly intended for sanctioned parties, industries or countries;
b. The financial transaction involves directly or indirectly sanctioned parties, or if the financial institutions involved in the transaction have serious doubts about this, as a result of which they do not authorise and/or execute the financial transaction;
c. In any other way, there would be circumvention of the objectives of the applicable sanctions and export regulations.

ARTICLE 14: FINAL PROVISION

In the event that any provision in these terms and conditions is null and void or annulled, the other provisions shall remain fully applicable. The null and void or voided clauses will then be accorded a meaning corresponding as far as possible to which an appeal can be made.



Warranty Overview



	Warranty	Conditions
Mattresses	10 years From defects in materials and workmanship Excluding wear due to normal* use and ageing	Deron grants the buyer a 10-year warranty on Deron mattresses against material and manufacturing defects, excluding wear and tear due to normal* use and ageing, provided the following conditions are met: •The warranty on Deron mattresses applies only when using an original Deron accessory that is also registered as a medical device. •The warranty can only be determined by reading the RFID tag attached to the medical device. If it is no longer present, the warranty cannot be determined. •The warranty on Deron mattresses only applies if the mattresses are subjected to normal stress and used for their intended purpose, i.e. for lying down. •Damage caused by unlawful loading, use or external force is excluded from the warranty. •Damage such as moisture problems caused by insufficient ventilation as from an unsound bed base are not covered by the warranty. •The delivered products may deviate 2% from the actual size stated in the order confirmation. There is no exchange guarantee on this. •There is no guarantee on discolouration of the foam core.
SuuZ®	10 years From defects in materials and workmanship 2-year pump Excluding wear due to normal* use and ageing	Deron grants the buyer a 10-year warranty on SuuZ® on material and manufacturing defects, excluding wear and tear due to normal* use and ageing, provided the following conditions are met: •The SuuZ® warranty only applies when using an original Deron accessory that is also registered as a medical device. •The warranty can only be determined by reading the RFID tag attached to the medical device. If it is no longer present, the warranty cannot be determined. •The guarantee on SuuZ® only applies if the mattress is loaded in a normal way and used for its intended purpose, i.e. to lie on. •Damage caused by unlawful loading, use or external force is excluded from the warranty. •Damage such as moisture problems caused by inadequate ventilation as from an unsound bed base is not covered by the guarantee. •There is no guarantee on discolouration of the foam core. •The warranty period on the pump belonging to SuuZ® is 2 years.

	Warranty	Conditions
Soof®	5 years From defects in materials and workmanship Excluding wear due to normal* use and ageing	Deron grants the buyer a 5-year warranty on Soof® on material and manufacturing defects, excluding wear and tear due to normal* use and ageing, provided the following conditions are met: •The warranty on Soof® only applies when using an original Deron accessory that is also registered as a medical device. •The warranty can only be determined by reading the RFID tag attached to the medical device. If it is no longer present, the warranty cannot be determined. •The guarantee on Soof® only applies if the mattress is subjected to normal stress and used for its intended purpose, i.e. to lie on. •Damage caused by unlawful loading, use or external force is excluded from the guarantee.
Pillows	3 years From defects in materials and workmanship Excluding wear due to normal* use and ageing	Deron grants the buyer a 3-year warranty on the Deron pillows against material and manufacturing defects, excluding wear and tear due to normal* use and ageing, provided the following conditions are met: •The warranty on Deron pillows only applies when using an original Deron accessory that is also registered as a medical device. •The guarantee can only be determined by reading the RFID tag attached to the medical device. If this is no longer present, the guarantee can no longer be determined. •The guarantee on pillows is only valid if the pillow is loaded in a normal way and used for its intended purpose, i.e. to lie on. •Damage caused by unlawful loading, use or external force is not covered by the guarantee. •There is no guarantee on discolouration of the foam core.
Seat cushions	2 years From defects in materials and workmanship Excluding wear due to normal* use and ageing	Deron grants the buyer a 2-year warranty on the Deron seat cushions against material and manufacturing defects, excluding wear and tear due to normal* use and ageing, provided the following conditions are met: •The warranty on Deron seat cushions only applies when using an original Deron accessory that is also registered as a medical device. •The warranty can only be determined by reading the RFID tag attached to the medical device. If it is no longer present, the warranty cannot be determined. •The guarantee on the seat cushions only applies if the seat cushion is subjected to normal stress and used for its intended purpose, i.e. to sit on. •Damage caused by unlawful loading, use or external violence is not covered by the guarantee. •There is no guarantee on discolouration of the foam core.

	Warranty	Conditions
Soof® seat cushions 	2 years From defects in materials and workmanship Excluding wear due to normal* use and ageing	Deron grants the buyer a 2-year warranty on Soof® seat cushion for material and manufacturing defects, excluding wear due to normal* use and ageing, provided the following conditions are met: •The guarantee on Soof® seat cushion only applies when using an original Deron accessory that is also registered as a medical device. •The guarantee can only be determined by reading the RFID tag attached to the medical device. If this tag is no longer present, the warranty cannot be determined. •The guarantee on Soof® seat cushion only applies if the seat cushion is loaded in a normal way and used for its intended purpose, i.e. to sit on. •Damage caused by unlawful loading, use or external force is excluded from the guarantee.
Deron-covers 	2 years From defects in materials and workmanship Excluding wear due to normal* use and ageing	Deron grants the buyer a 2-year warranty on Deron covers against defects in material and workmanship, excluding wear and tear due to normal* use and ageing, provided the following conditions are met: •The warranty can only be determined by reading the RFID tag attached to the medical device. If the tag is no longer present, the warranty cannot be determined. •The guarantee on the Deron covers is only valid if the covers are normally loaded and used for their intended purpose, namely to protect the mattress core or the head and seat cushion core. •Damage caused by unlawful loading, use or external force is excluded from the guarantee. •Damage caused by failure to observe washing instructions is not covered by the guarantee.
High-low beds type: 1000, 2000, 2500. 	10 years From defects in materials and workmanship 4 years engines 4 years on manual operation Excluding wear due to normal* use and ageing	Deron grants the buyer a 10-year warranty on the Deron high-low beds against material and manufacturing defects, excluding wear and tear due to normal* use and ageing, provided the following conditions are met: •The 10-year guarantee applies only to the steelwork, not to the moving parts. •The guarantee on Deron high-low beds only applies when using an original accessory belonging to the high-low bed that is also registered as a medical device. •The warranty can only be determined by reading the RFID tag attached to the medical device. If this tag is no longer present, the warranty cannot be determined. •The guarantee on Deron high-low beds is only valid if the high-low bed is loaded in a normal way and used for its intended purpose, i.e. to lie on. •Damage caused by unlawful loading, use or external force is excluded from the warranty. This applies to the high-low frame, moving parts as well as the motors and hand control. •The warranty period for the motors belonging to the high-low bed is four years. •The warranty period for the hand control belonging to the high-low bed is four years.

	Warranty	Conditions
Bedbases 	10 years From defects in materials and workmanship 3 years engines 1 year on manual operation Excluding wear due to normal* use and ageing	Deron grants the buyer a 10-year warranty on Deron bed bases against material and manufacturing defects, excluding wear and tear due to normal* use and ageing, provided the following conditions are met: •The guarantee can only be determined by reading the RFID tag attached to the medical device. If this tag is no longer present, the guarantee can no longer be determined. •The guarantee on Deron bed bases only applies if the bed base is subjected to normal stress and used for its intended purpose, i.e. to lie on. •Damage caused by unlawful loading, use or external force is excluded from the guarantee. This applies to the bed base, motors and manual controls. •The warranty period for motors belonging to the bed base is three years. •The warranty period for the hand control that accompanies the bed base is one year.
Accessories for high-low beds 	2 years From defects in materials and workmanship Excluding wear due to normal* use and ageing	Deron grants the buyer a 2-year warranty on the Deron accessories high-low beds against material and manufacturing defects, excluding wear and tear due to normal* use and ageing, provided the following conditions are met: •The warranty on the Deron accessories high-low beds is only valid if the accessories are loaded in a normal way and used for their intended purpose, namely: To supplement the Deron high-low bed, type 1000, 2000, 2500. •Damage caused by unlawful loading, use or external force is excluded from the warranty. •To ensure the safety of the client and the operator, do not exceed the maximum mass of 75 kg, for the stand-up bar, lying surface extension and the parrot. •The bedside lamp serves only as illumination, it has no supporting function. •When stored, the battery pack should be connected to the mains power monthly to recharge the battery.

CE products from our suppliers

Deron will apply the warranty conditions drawn up by our manufacturers to the CE products supplied and notified by them. These concern the Air-flow systems, the Empresa and the Taurus. Naturally, the documents of these warranty conditions can be requested from Deron.

* "Normal" use means 8 hours per 24-hour period.

NB: The guarantee starts on the day of invoicing to the buyer.



To increase quality of life, there are several desires.

To stay satisfied for a long time, demands arise. To optimise care
optimise care, there are conditions. Wishes, demands and conditions.
These are the three characteristics that characterise Deron.

25 years partner in medical sleepsolutions



DERON B.V.

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IBAN NL56RABO0112192254 - **KVK** 10148150 - **BTW** NL815750043B01 - **EORI-nummer** NL815750043

Version 2.0 2024