

Terms & Conditions

Fulham Company B.V. Terms and Conditions of Sale

Revision December 2025

TERMS

Payment terms on all Fulham Company B.V. ("Fulham") shipped products and services to the applicable Customer ("Customer" or "you") are net 30 days from date of invoice. Should Fulham have any grounds for doubts concerning the compliance on the part of the Customer with the payment obligations, such as a moratorium on payments, bankruptcy, attachment, shut-down, liquidation, previously overdue payments, etcetera, then Fulham may demand full payment in cash either beforehand or on delivery. Any costs relating to payments are at the expense of the Customer. If a payment is not made on time, then the Customer will owe interest on the amount yet to be paid, this without any notice being required. The interest rate will equal the legal interest rate for business transactions as published by the Dutch government. Any unpaid interest that expires will also be subject to interest after one year. Any costs incurred by Fulham in connection with a collection procedure and/or proceedings to ascertain and/or maintain its rights, including the costs incurred in initiating legal proceedings, are to be charged to the Customer. In the event of an overdue payment, which is also understood to include non-compliance with the obligation to pay the claim as described in the second paragraph of this article, Fulham is furthermore authorized to suspend the execution of the agreement until it has received payment in full and, in the event that full payment is not received following a written notice, to dissolve the agreement either completely or partially, this without prejudice to its right to compensation. The Customer can only settle due and payable claims towards Fulham that have been irrevocably ascertained in law or that have been explicitly recognized by Fulham.

FREIGHT

Except as otherwise expressly agreed by Fulham, all shipments are EXW Fulham's warehouse locations. All shipments will be coordinated with the Customer and all freight costs will be borne by the Customer.

For all orders that qualify for free freight allowance, Fulham reserves the right to select the carrier and to route shipments at Fulham's discretion. Fulham will ship in a manner specified by the Customer provided the Customer assumes any additional transportation costs.

TRANSPORTATION CLAIMS

Fulham products are tested for mechanical defects prior to shipping. Transportation companies ("Carrier") are responsible for inspecting packaging at time of shipment and assume responsibility for both apparent and concealed damages sustained by improper handling. Title passes to Customer upon delivery by Fulham to the Carrier, and all claims for damages or shortages in transit shall be made by the Customer with the delivering Carrier.

PACKAGING

Fulham reserves the right to optimize packaging at Fulham's discretion. Some products may only be available in bulk package multiples or case quantities. All products must be ordered in full case quantities.

PRICES

Prices are subject to change without notice. In the event of a price increase, all accepted orders on hand will be filled at the lower prices provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase date, the orders will be billed at prices in effect at the time of shipment. Special quoted orders that cannot be released for shipping prior to the price increase may be subject to an increase in price.

RETURN OF STOCK MERCHANDISE

No merchandise may be returned without prior written authorization from Customer Service. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be issued based on the original invoice price or price in effect at time of return, whichever is lower, less a minimum disposition charge of 25% (to defray Fulham's cost of handling). Credit will not be issued for the outbound freight of the original product shipment. All returned product must be in salable condition in order to qualify for credit. Salable condition means that the product must be in the original carton, be unused and must be received undamaged and in good condition for resale. Returned products will be received by Fulham's Quality Control Department for inspection and testing to confirm that they are undamaged, unaltered and in good working condition. Credit will be based on the ability to resale the product as determined by Fulham's Quality Control Department.

NON RETURNABLE MERCHANDISE

Non-stock, special, custom made and modified products are not returnable. In addition, the following products will not be accepted for return:

- a. Obsolete or discontinued products
- b. Products damaged, altered, or modified in the field
- c. Products shipped from Fulham at a date older than 12 months

- d. Made to order products
- e. Products for a specific program which cannot be used for another application

ORDER CANCELLATION OR MODIFICATION

Orders for stocked items may be cancelled prior to shipment without charge. All other orders or blanket orders may not be cancelled unless Fulham is reimbursed by Customer for work already performed and for special material purchased. Changes or modifications to a blanket order are not allowed unless the Customer obtains pre-approval from Customer Service. This includes changes to blanket order release dates by more than 30 days. If an order is cancelled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to Customer.

COMPLIANCE WITH REGULATIONS

While Fulham strives to develop its products for operation in as many regions and states as practical, its products may or may not adhere to local or state regulations for specific building codes or energy regulation or other applicable laws or rules. As between Customer and Fulham, Customer is solely responsible for ensuring that the products it purchases from Fulham and the manner in which those products are installed and used are in compliance with all federal, state, and local laws, codes, rules, and other regulations, including the applicability of any available exemptions.

LIMITED WARRANTY

Fulham warrants all products sold to be free from defect in manufacturing, under normal and proper storage, installation, and use. The full terms of the Fulham Limited Warranty are updated periodically and published on Fulham's website. Fulham's liability extends only to the repair or replacement of the defective products, and no labor charges for correction of the defect by repair or replacement will be paid by Fulham unless prior written authority has been granted by the Fulham Warranty Department. Fulham shall not be liable for damages that result from deliveries that do not occur within a Customer's specified time frame or for any delay or default in delivering products where occasioned by any cause beyond the control of Fulham, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes.

LIMITATION OF LIABILITY

The then-current Fulham Limited Warranty provides the Customer's sole and exclusive remedy relating to Fulham products. The total liability of Fulham on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Fulham's performance or breach of the foregoing limited warranty or from Fulham's sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above. IN NO EVENT SHALL FULHAM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, AND/OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY).

GENERAL

Fulham price sheets are not offers to sell, and possession of a price sheet does not entitle Customer to purchase products. Fulham shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Specifications are subject to change without notice; consult Customer Service for verification. The compliance of Fulham's product to individual project specifications and the approval for their use is not warranted by Fulham. If Customer does not pay the purchase price within the time periods set forth above, Fulham reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Fulham is collected by, or attempted to be collected through an attorney at law, Fulham shall be entitled to recover all collection expenses, including attorney's fees.

ACCEPTANCE

Acceptance of orders can be made only by Customer Service in Fulham's offices on the basis of these terms and conditions of sale. Fulham will not accept orders that require Customer furnished components.

APPLICABLE LAW, DISPUTES, TIME LIMIT

Agreements between Fulham and the Customer are subject to the Dutch law. Any disputes further to or in connection with an agreement between Fulham and a Customer are to solely be presented to the competent court within the Dutch Court. Any legal claims on the part of the client towards Fulham will become time-barred twelve months after they occur. Claims for damages come about at the time that the incident that causes the damage takes place.

MISCELLANEOUS

Should a provision in the agreement have no legal effect, then the validity of the remaining provisions will continue to apply, unless it is manifestly unreasonable to maintain the agreement.

Fulham reserves the right to change these Terms and Conditions of Sale without notice.