

## Terms and Conditions

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### Article 1 - Definitions

In these general terms and conditions, the following definitions apply:

1. **Withdrawal Period:** the term within which the Consumer may exercise his Right of Withdrawal;
2. **Consumer:** a natural person who is not acting in the context of practicing a profession or carrying on a business;
3. **Day:** a calendar day;
4. **Durable Medium:** any instrument, including email, that enables the Consumer or Innoseal Europe B.V. to store information that is personally addressed to the Consumer or Innoseal Europe B.V. in a manner that makes it possible to consult or use the information in the future for a duration that is in keeping with the purpose for which the information is intended, and that makes unaltered reproduction of the stored information possible;
5. **Right of Withdrawal:** the right that the Consumer has within the Withdrawal Period to cancel the Distance Contract;
6. **Standard Withdrawal Form:** the European Standard Withdrawal Form included in Appendix I to these general terms and conditions. Appendix I does not have to be made available if the Consumer does not have a Right of Withdrawal with respect to his order.
7. **Distance Contract:** a contract between Innoseal Europe B.V. and the Consumer whereby, in the context of a system organized by Innoseal Europe B.V. for the distance selling of products and/or services, only one or more Type(s) of Distance Communication is or are used up to and including the conclusion of the contract;
8. **Price:** the price of products excluding im- and export duties, insurance, *printing* and VAT;
9. **Innoseal Europe B.V.:** the legal entity identified in Article 2 of these general terms and conditions and/or any legal entity or business affiliated therewith;
10. **Type of Distance Communication:** a means to conclude a contract without the Consumer and Innoseal Europe B.V. having to be physically present or represented in the same space at the same time;
11. **Website:** the website with the address [www.innoseal.shop](http://www.innoseal.shop), or any other website of Innoseal Europe B.V.
12. **Ordinary Contract:** any contract between Innoseal Europe B.V. and the Consumer that is not a Distance Contract;

## **Article 2 - Identity**

Innoseal Europe B.V.  
Hectorstraat 15  
5047RE, Tilburg  
The Netherlands

Telephone number: +31854892270 Monday-Friday 9:00-17:00

Email address: [sales@tapemotions.com](mailto:sales@tapemotions.com)

Chamber of Commerce number: 24182019

VAT number: NL0095.32.456.B01

## **Article 3 - Applicability**

1. These general terms and conditions apply to every offer from Innoseal Europe B.V. and to every Distance Contract or Ordinary Contract concluded. These general terms and conditions only apply to contracts between Innoseal Europe B.V. and the Consumer.
2. The text of these general terms and conditions will be made available to the Consumer prior to the conclusion of a contract. If doing so is not reasonably possible, the Consumer will be informed prior to the conclusion of the contract that the general terms and conditions can be inspected at Innoseal Europe B.V.'s premises and that, at the request of the Consumer, they will be sent as soon as possible free of charge.
3. If a Distance Contract is concluded by electronic means, the text of these general terms and conditions, notwithstanding the preceding paragraph and prior to the conclusion of the Distance Contract, may be made available to the Consumer by electronic means in such a way as to make it easy for the Consumer to store the text on a Durable Medium. If doing so is not reasonably possible, the Consumer will be informed prior to the conclusion of the Distance Contract of the location at which the general terms and conditions can be inspected by electronic means and that, at the request of the Consumer, they will be sent by electronic means or by different means free of charge.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs will apply mutatis mutandis and, in the event of contradictory general terms and conditions, the Consumer may always invoke the applicable provision that is most favorable to the Consumer.

## **Article 4 - The Offer**

1. If an offer is valid for a limited period of time or if an offer is made subject to conditions, this will be expressly stated in the offer.
2. The offer will contain a complete and accurate description of the products and/or services offered. The description will be sufficiently detailed to make it possible for the Consumer to properly assess the offer. If Innoseal Europe B.V. uses images, these images will be true representations of the products and/or services offered. Obvious mistakes or errors in the offer will not bind Innoseal Europe B.V.
3. Each offer will contain information that makes the rights and obligations forming part of acceptance of the offer clear to the Consumer.

## **Article 5 – The Contract**

1. Subject to the provisions of paragraph 4, a contract is concluded when the Consumer accepts the offer and the applicable conditions are met.

2. If the Consumer has accepted the offer by electronic means, Innoseal Europe B.V. must confirm receipt of the acceptance of the offer by electronic means. As long as receipt of this acceptance has not been confirmed, the Consumer may terminate the contract.
3. If a contract is concluded by electronic means, Innoseal Europe B.V. will take appropriate technical and organizational measures to secure the electronic transfer of data and will provide a secure web environment. If the Consumer is able to pay electronically, Innoseal Europe B.V. will comply with appropriate security measures that are in place for the purpose of electronic payment.
4. Within the statutory parameters, Innoseal Europe B.V. may ascertain whether the Consumer is capable of meeting his payment obligations and may also apprise itself of all facts and factors that are relevant to entering into a Distance Contract in a responsible manner. If, based on this investigation, Innoseal Europe B.V. has good reasons for not entering into a Distance Contract, it will be entitled to refuse an order or a request, which refusal must be substantiated, or it may attach special conditions to the execution of an order or a request.
5. No later than on delivery of the product or provision of the service to the Consumer, Innoseal Europe B.V. will provide the following information, in writing or in a form that makes it possible for the Consumer to store the information in an accessible manner on a Durable Medium:
  - a) the address of the Innoseal Europe B.V. business location that the Consumer can contact in the event of complaints;
  - b) the conditions under which and the way in which the Consumer can exercise the Right of Withdrawal or a clear notification that the Right of Withdrawal does not apply;
  - c) information about after-sales services and guarantees;
  - d) the Price, including all taxes, the costs of delivery to the extent applicable and the method of payment, delivery and performance of the contract;
  - e) if the Consumer has a Right of Withdrawal, the Model Withdrawal Form.
  - f) If Innoseal Europe B.V. has undertaken to deliver a series of products, the provisions of the preceding paragraph only apply to the first delivery.

#### **Article 6 – Right Of Withdrawal With Respect To The Delivery Of Products**

1. The Consumer may terminate a Distance Contract that relates to the purchase of a product without giving reasons within a Withdrawal Period of 14 Days.
2. The Withdrawal Period referred to in paragraph 1 commences on the Day after the one on which the Consumer, or a third party designated by the Consumer in advance who is not the carrier, received the product, or:
  - a. if the Consumer placed a single order for several products: on the Day on which the Consumer or a third party designated by the Consumer receives the last product. Provided that Innoseal Europe B.V. informed the Consumer in a clear manner prior to the order process, Innoseal Europe B.V. may refuse an order for several products with different delivery times.
  - b. if the delivery of a product consists of different consignments or parts: on the Day on which the Consumer or a third party designated by the Consumer receives the last consignment or the last part;
  - c. in the case of contracts for the regular delivery of products for a certain period of time: on the Day on which the Consumer or a third party designated by the Consumer receives the first product.

#### **Article 7 – Obligations Of The Consumer During The Withdrawal Period**

1. During the Withdrawal Period, the Consumer must handle the product and packaging with care. The Consumer will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle in this regard is that the Consumer may only inspect and use the product in the way that he would be allowed to do in a shop.

2. The Consumer will only be liable for a decrease in the value of the product that is the consequence of the product having been handled in a manner over and above the manner described in paragraph 1.
3. The Consumer will not be liable for a decrease in the value of the product if Innoseal Europe B.V. did not provide the Consumer with all of the information required by law regarding the Right of Withdrawal prior to or on the conclusion of the Distance Contract.

#### **Article 8 – The Consumer’s Exercise Of The Right Of Withdrawal And Associated Costs**

1. If the Consumer elects to exercise his Right of Withdrawal, he must, within the Withdrawal Period, use the Model Withdrawal Form or another unequivocal means of giving notice to Innoseal Europe B.V. that he is exercising this right.
2. The Consumer must return the product or hand the product over to Innoseal Europe B.V. or to an authorized representative of Innoseal Europe B.V. as soon as possible and in any case within 14 Days of the Day following the one on which the notice referred to in paragraph 1 was given. The Consumer does not need to do this if Innoseal Europe B.V. has offered to collect the product. The Consumer will in any case have complied with the term for returning the product if he returns the product prior to the end of the Withdrawal Period.
3. The Consumer must return the product and all accessories delivered in the original state and packaging if reasonably possible and in accordance with Innoseal Europe B.V.’s reasonable and clear instructions. (see appendix 2)
4. The risk and burden of proof with respect to the proper exercise of the Right of Withdrawal within the applicable period of time lies with the Consumer.
5. The Consumer will bear the direct costs of returning the product. The Consumer will be required to bear the costs of returning the product if Innoseal Europe B.V. has not stated that the Consumer must bear these costs or if Innoseal Europe B.V. states that it will bear these costs.
6. If the Consumer cancels after having expressly asked for the performance of the service to commence during the Withdrawal Period, the Consumer will owe Innoseal Europe B.V. an amount that is proportional to the part of the contract already performed by Innoseal Europe B.V. at the time of the cancellation, compared to full performance of the contract.
7. The Consumer will not bear costs for the performance of services if:
  - a) Innoseal Europe B.V. did not provide the Consumer with the information required by law regarding the Right of Withdrawal, the reimbursement of costs in the event of withdrawal or the Model Withdrawal Form, or;
  - b) the Consumer did not expressly ask for the service to commence during the Withdrawal Period.
8. The Consumer will not bear costs for the completed or partial delivery of digital services , if:
  - a) Before delivery, they did not expressly agree to commence fulfillment of the agreement before the end of the withdrawal period;
  - b) They have not acknowledged to lose their right to withdrawal when granting their consent; or
  - c) Innoseal Europe B.V. has failed to confirm the Consumer’s statement.

#### **Article 9 – Obligations Of Innoseal Europe B.V. In The Event Of Withdrawal**

1. If Innoseal Europe B.V. makes it possible for the Consumer to give notice of withdrawal by electronic means, Innoseal Europe B.V. will send confirmation of receipt without delay after receiving this notice.
2. Innoseal Europe B.V. will reimburse all payments made by the Consumer, including any delivery costs charged by Innoseal Europe B.V., for the returned product without delay and in any case within 14 Days following the Day on which the Consumer gives notice that the Right of Withdrawal is being exercised. Unless Innoseal Europe B.V. offers to collect the product, it may defer repayment until it has received the product or until the Consumer has shown that he has sent the product back, whichever event occurs first.

3. To effect repayment, Innoseal Europe B.V. will use the same method of payment that the Consumer used, unless the Consumer agrees to a different method. The repayment will take place at no cost to the Consumer.
4. If the Consumer opted for a delivery method that was more expensive than the most inexpensive standard delivery method, Innoseal Europe B.V. will not be required to repay the additional costs of the more expensive method.

#### **Article 10 – Exclusion Of The Right Of Withdrawal**

Innoseal Europe B.V. may exclude the applicability of the Right of Withdrawal for the following products and services, but only if Innoseal Europe B.V. gave clear notice of such exclusion in the offer or at any rate in good time prior to the conclusion of the contract:

1. Service contracts, after performing the service in full, but only if:
  - a) performance commenced with the express prior agreement of the Consumer; and
  - b) the Consumer has stated that he will lose his Right of Withdrawal as soon as Innoseal Europe B.V. has performed the contract in full.
2. Products manufactured in accordance with the specifications of the Consumer that are not prefabricated and that are manufactured on the basis of an individual choice or decision of the Consumer, or that are clearly intended for a specific person.
3. Products that spoil quickly or have a limited shelf life;
4. Sealed products that, for health or hygiene reasons, are not fit to be returned once the seal after delivery has been broken;

#### **Article 11 – The Price**

1. During the period of validity stated in the offer, the Price of the products and/or services offered will not be increased, except in the event of Price changes as a result of changes in VAT rates.
2. Price increases within 3 months following the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
3. Price increases after 3 months following the conclusion of the contract are only permitted if they were stipulated by Innoseal Europe B.V. and:
  - a) the increases are the result of statutory regulations or provisions, or;
  - b) the Consumer has the right to terminate the contract on the date on which the Price increase takes effect.
4. The Price of the products or services stated in the offer includes VAT unless otherwise mentioned.

#### **Article 12 – Compliance With The Contract And Additional Guarantee**

1. Innoseal Europe B.V. guarantees that the products and/or services comply with the contract, the specifications stated in the offer, reasonable requirements regarding reliability and/or usability and the statutory provisions and/or government regulations in force on the date on which the contract was concluded. If so agreed, Innoseal Europe B.V. also guarantees that the product is suitable for other than normal use.
2. An additional guarantee provided by Innoseal Europe B.V. may never limit the legal rights and claims that the Consumer may enforce against Innoseal Europe B.V. by virtue of the contract if Innoseal Europe B.V. fails to perform its part of the contract.
3. An additional guarantee means each obligation assumed by Innoseal Europe B.V. under which Innoseal Europe B.V. grants the Consumer certain rights or claims that, in terms of scope, exceed those that Innoseal Europe B.V. is required to grant by law if it has failed to perform its part of the contract.
4. We define Lifetime Factory Warranty as the period of use by the original purchaser who purchased the product for their own use. Therefore, this warranty extends only to the original purchaser or owner who

purchased the product. Furthermore, this warranty is not transferable. The following products are eligible for the factory's lifetime warranty; Standard Sealer (Art. 2001) , Standard Sealer Clear Front (Art. 2002), L-Sealer (Art. 2011), Inno-RE-Sealer (Art. 2004). For the full warranty conditions, see appendix 3.

#### **Article 13 – Delivery And Execution**

1. Innoseal Europe B.V. will exercise the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
2. The delivery location is the address that the Consumer has made known to Innoseal Europe B.V..
3. With due observance of the relevant provisions of Article 4 of these general terms and conditions, Innoseal Europe B.V. will execute accepted orders expeditiously and in any case within 30 Days, unless a different delivery period has been agreed. If the delivery is delayed or if the order cannot be executed or can only be partially executed, the Consumer will be informed of this no later than 30 Days after the Consumer placed the order. The Consumer will in that case have the right to terminate the contract without incurring costs.
4. Following termination in accordance with the preceding paragraph, Innoseal Europe B.V. will pay back the amount paid by the Consumer without delay.
5. The risk of damage to and/or the loss of products lies with Innoseal Europe B.V. until the time at which the products are delivered to the Consumer or to a representative designated and made known to Innoseal Europe B.V. in advance, unless otherwise expressly agreed.

#### **Article 14 - Force Majeure**

1. In the event either party is unable to perform its obligations under the terms of this Agreement because of a circumstance that is not due to said party's fault and is not for its account by virtue of law, legal act or generally accepted views.
2. Force majeure in these General Terms and Conditions is understood to mean, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, over which the parties cannot exert any influence, but as a result of which they are unable to fulfill their obligations. This includes strikes in the company of Innoseal Europe BV, including its suppliers and other third parties.
3. Innoseal Europe B.V. has the right to invoke force majeure if the circumstances that prevent (further) fulfillment of the agreement arise after Innoseal Europe BV should have fulfilled its obligation.
4. Innoseal Europe B.V. has the right to suspend the obligations under the agreement during the period that the force majeure lasts. If this period lasts longer than 6 weeks, then both the applicant, the member or the partner and Innoseal Europe B.V. are entitled to dissolve the agreement, without any obligation to compensate the other party for the damage suffered.
5. Innoseal Europe B.V. is not responsible for situations of force majeure such as strikes at the postal service or telephone service, internet provider or power failure.

#### **Article 15 – Payment**

1. Insofar as not otherwise stipulated in the contract or additional conditions, the amounts owed by the Consumer must be paid within 14 Days following the commencement of the Withdrawal Period or, if a Withdrawal Period does not apply, within 14 Days following the conclusion of the contract. In the case of a contract for services, this payment term commences on the Day after the one on which the Consumer received confirmation of the contract.
2. Regarding the distance selling of products to consumers, the Consumer may never be obliged in general terms and conditions to pay more than 50% in advance. If an advance payment is required, the Consumer may not exercise any right with respect to the execution of the order or services concerned before the requisite advance payment has been made.
3. The Consumer has a duty to inform Innoseal Europe B.V. of inaccuracies in payment details provided or specified without delay.

4. If the Consumer fails to fulfil his payment obligations on time, the Consumer, after he has been informed by Innoseal Europe B.V. of the late payment and Innoseal Europe B.V. has granted the Consumer an additional term of 14 Days within which to fulfil his payment obligations and the Consumer still fails to fulfil his payment obligations within this additional term of 14 Days, will owe statutory interest on the amount still owed and Innoseal Europe B.V. will be entitled to charge the extrajudicial collection costs that it incurs.
- The not legally authorized extrajudicial costs will be calculated based on the “the Decree on Reimbursement for Extrajudicial Collection Costs”, as referred to in Article 6:96 paragraph 4 of the Dutch Civil Code. If someone other than the Client, the debtor, must settle the invoice, the Client shall nonetheless remain liable for the payment thereof. These costs are increased by the VAT due on them; (depending on whether the client can settle the sales tax).
  - In any dispute involving money owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney’s fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Innoseal Europe B.V., with a minimum of € 40,00.

Principal amount	Percentage at the height	Minimum rate	Maximum rate
Of the first €2.500,-	15%	€40,-	€375,-
Of the next up to 2.500,-	10%		€625,-
Of the next up to 5.000,-	5%		€875,-
Of the next up to 190.000,-	1%		€2.995,-
Of the next €200.000,-	0,5%		€6.775,-

#### Article 16 – Retention of title

- Property in all the Goods supplied shall remain vested in Innoseal Europe B.V. and shall not pass to the consumer until all monies owing to Innoseal Europe B.V. by the consumer together with all collection, repossession and/or legal costs incurred, have been paid in full.
- As long as the consumer is not in default and provided that it reserves its property rights, consumer is exclusively entitled to resell Goods in the ordinary course of business. Use of Goods for executing service contracts and contracts for work, labor and material is herein regarded as a resale.
- The consumer is obliged to keep the goods delivered subject to retention of title with due care and as recognizable property of the Innoseal Europe B.V., failing which the client is presumed to keep these goods for Innoseal Europe B.V
- If the consumer fails in the fulfillment of his payment obligation towards Innoseal Europe B.V. or if Innoseal Europe B.V. gives good reason to fear that he will fail in that obligation, Innoseal Europe B.V. is entitled to take back the goods delivered. The consumer hereby grants Innoseal Europe B.V. an irrevocable and unconditional power of attorney to take possession of the relevant items and to enter the spaces in which the relevant items are located and those that provide access to them.

#### Article 17 – Complaints Procedure

1. Innoseal Europe B.V. has an accessible complaints procedure and treats the complaint as stipulated in the complaints procedure.
2. Complaints about the performance of the contract must be fully and clearly described and submitted to Innoseal Europe B.V. within a reasonable period of time following the Consumer's discovery of the shortcomings.
3. A reply to a complaint submitted to Innoseal Europe B.V. will be provided within a term of 14 Days following the date on which the complaint was received. If more time is foreseeably required to handle a complaint, Innoseal Europe B.V. will reply within the term of 14 Days to confirm receipt and provide an indication of when the Consumer may expect a more comprehensive reply.
4. The Consumer must in any case give Innoseal Europe B.V. 4 weeks to resolve the complaint in joint consultation.

#### **Article 18 – transfer of rights and obligations**

This Agreement, in whole or in part, shall not be assignable by either party hereto to any Independent Third Party without the prior written consent of the other party hereto. It is expressly understood and agreed by the parties hereto that the assignor of any rights hereunder shall remain bound by its duties and obligations hereunder.

#### **Article 19 – Dutch version is binding**

If the customer has received this Agreement translated into a language other than Dutch and if the meaning of the translated version is different than the Dutch version, the Dutch version is leading.

#### **Article 20 – Applicable law**

1. This agreement shall be governed by and construed in accordance with the internal laws of Dutch law
2. The Customer hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this agreement shall be brought and enforced in the courts of Breda, The Netherlands, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. The customer hereby waives any object to such exclusive jurisdiction and that such courts represent an inconvenience forum.



## **Appendix 1 - Model Withdrawal Form**

### **Model Withdrawal Form**

Only complete and return this form if you wish to withdraw from the contract.

To: Innoseal Europe B.V.

Hectorstraat 15

5047 RE, Tilburg

The Netherlands

E-Mail: [office@innoseal.shop](mailto:office@innoseal.shop)

I / We\* hereby give notice that I / we\* withdraw from my / our contract of sale of the following goods / for the provision of the following service \*,

Ordered on (\*)/received on (\*),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(\*) Delete as appropriate.

## **Appendix 2 – Return instructions**

1. Enter the reason for return on your withdrawal form for the items you wish to return.
2. Place the items and return form in the original box if possible. If not possible, pack in a similar box (for product protection).
3. Drop off your return shipment at a post office of your choice.
  - I. Note: save the track and trace code carefully!
4. You don't have to do anything else; once we have received the items, we will process the return and credit the amount paid (delivery to you and returned products) via the payment method used.

### **Appendix 3 – Lifetime factory guarantee**

#### **Conditions Lifetime Factory Guarantee Innoseal Europe B.V.**

These terms and conditions contain a number of basic rules for us as a web shop and for you as a consumer with regard to the lifetime manufacturer's warranty on our products.

1. We define Lifetime Factory Warranty as the period of use by the original purchaser who purchased the product for their own use. Therefore, this warranty extends only to the original purchaser or owner who purchased the product. Furthermore, this warranty is not transferable. The following products are eligible for the factory's lifetime warranty; Standard Sealer (Art. 2001) , Standard Sealer Clear Front (Art. 2002), L-Sealer (Art. 2011), Inno-RE-Sealer (Art. 2004).
2. Parts, such as those subject to natural wear and tear over time, or available in the Service Sets (Items 3005 & 3015), unless the defect is covered by a limited warranty as indicated by the manufacturer.
3. For cosmetic damage, including, but not limited to, scratches and dents, unless the defect is due to a defect in material or workmanship; no warranty applies.
4. In the event of damage caused by use with a component or product of a third party that does not meet the product specifications of Innoseal Europe BV; no warranty applies.
5. Damage caused by accident, abuse, misapplication, contact with corrosive substances, fire, earthquake or any other external cause will void the warranty.
6. In case of damage caused by not using the product in accordance with the user manual, the technical specifications or other published guidelines of Innoseal Europe BV; will void the warranty.
7. The warranty is void if damage and/or defect is caused by a repair not performed by Innoseal Europe BV or an authorized and assigned repair partner of Innoseal Europe BV, unless written permission has been given by Innoseal Europe BV.
8. Within the warranty period you are entitled to a suitable solution for defects that fall within the warranty conditions. The product will then be repaired or exchanged free of charge for a comparable one. If this is not possible, you can request a refund, depending on the purchase date.
9. The buyer always has an investigation and complaint obligation and is obliged to investigate whether the product has defects. The buyer must have investigated and reported any defects within 14 days of receipt of the product. In that case, the customer is entitled to a return or another suitable solution consisting of repair or replacement with a similar product.
10. The buyer must adhere to the following responsibilities:
  - a. To qualify for Innoseal Europe BV's lifetime factory guarantee, you must maintain the product as normal.
  - b. The buyer must use and maintain the product in accordance with the instructions for use of Innoseal Europe BV.
  - c. In order to make a claim under the factory warranty, the customer must be in possession of a proof of purchase.