

## **GENERAL SALES AND DELIVERY CONDITIONS OF REDEXIM HANDEL- EN EXPLOITATIEMAATSCHAPPIJ B.V.**

General Sales and Delivery Conditions of Redexim Handel- en Exploitatiemaatschappij B.V., filed with the Chamber of Commerce in the Netherlands with number 30069134.

### **Article 1 Definitions**

These general terms and conditions use the following definitions:

- Client:** each natural person or legal entity acting in the pursuit of a company or profession with whom or which Redexim concludes an agreement;
- Party/Parties:** Redexim and the Client both individually and jointly;
- Redexim:** Redexim Handel- en Exploitatiemaatschappij B.V., with (registered) office in (3709 JA) Zeist, at Kwekerijweg 8, registered in the Commercial Register of the Chamber of Commerce with number 30069134, with VAT number NL8235.54.156.B01.

### **Article 2 Applicability of and amendments to the general terms and conditions**

1. These general terms and conditions govern all offers, quotations, contract/order (confirmations), orders, legal relationships, and agreements, whatever called, based on which Redexim undertakes/will undertake to deliver goods or provide services for the Client, as well as all further activities for Redexim arising therefrom. These general terms and conditions also govern all legal relationships and agreements, whatever called, as well as all activities for Redexim arising therefrom, that will be concluded between the same Parties in the future.
2. In case of conflicts between (an offer for) an agreement and these general terms and conditions, the agreements made in (the offer for) the agreement will take precedence.
3. The applicability of any general or other conditions of the Client is explicitly rejected.
4. Without the prior written permission of Redexim, the Client may not transfer the rights and obligations arising from the agreement concluded with Redexim or encumber these with a limitative right.
5. Deviations from and additions to these general terms and conditions will only be valid if these have been agreed upon in writing between Redexim and the Client and will only apply to the relevant (offer for an) agreement.
6. If one or more provisions of these general terms and conditions become(s) invalid or void, the remaining provisions of these general terms and conditions will remain fully applicable. If any provision of these general terms and conditions or the agreement is invalid, this provision will be replaced by a provision that reflects the contents of the original provision as closely as possible.
7. Redexim reserves the right to amend these general terms and conditions. Amended conditions will be considered to have been accepted if the Client has not submitted a substantiated objection to the amended conditions within 1 month of the date on which the amended conditions were sent to or communicated with it.

### **Article 3 Conclusion of the agreement**

1. All quotations and other offers of Redexim (even if these indicate a period) are non-binding and can exclusively be considered an invitation to the Client to make an offer to Redexim for the conclusion of an agreement. If a quotation contains such a non-binding offer and the Client accepts this offer, Redexim has the right to refuse this offer without substantiation.
2. Quotations/order confirmations are based on the information provided by the Client to Redexim in writing up to the date on which the quotation/order confirmation is issued.
3. An agreement between the Client and Redexim will be concluded once Redexim has sent a written order confirmation to the Client and this order confirmation is accepted by the Client in writing within the period of validity of the order confirmation or at the moment on which Redexim executes a contract at the request of the Client. Insofar as the agreement is concluded because Redexim executes the contract, the contents of the quotation/order confirmation as agreed on between the Parties will apply.

### **Article 4 Drawings, specifications, and technical data**

1. All models, images, drawings, designs, dimensions, technical specifications, weights, and the like included in a quotation/offer/order confirmation, agreement, or another document of Redexim, possibly available on an electronic data carrier, will only give a general idea of the offered articles and are non-binding unless explicitly agreed otherwise in writing.
2. The offers made by Redexim and any recommendations, drawings, images, and descriptions provided by it are its property and must be immediately returned to it if no agreement is concluded with it, or destroyed if provided by electronic means. These may not be fully or partially copied or made available to third parties without the explicit written permission of Redexim.

### **Article 5 Confidentiality**

1. All information provided by or on behalf of Redexim (including offers, designs, drawings, models, knowledge, and the like) of any kind and in any form is confidential and will not be used by the Client for any other purpose than the execution of the agreement concluded with Redexim.
2. The Client, its staff and/or third parties engaged by it are required to observe the confidentiality of all information concerning Redexim they obtain in relation to the agreement concluded with Redexim. This duty of confidentiality also covers all data disclosed to the Client in the context of its role or position.

### **Article 6 Prices**

1. The prices listed in the quotation and other offers or the contract confirmation and the agreement are the prices in effect at that time and are in euros, unless indicated otherwise, and do not include VAT and other government levies. Unless indicated otherwise, the prices do not include the costs related to payment transactions, including costs of a letter of credit (refer to Article 7.4) and costs related to customs formalities. The price also does not include any installation and assembly costs. All aforementioned costs will be borne by the Client unless agreed otherwise.
2. If changes occur to one or more of the factors determining the price after issuing the quotation or another offer, as well as after the conclusion of the agreement, but before it has been fully

executed, irrespective of whether these changes were foreseeable, Redexim will have the right to charge this difference to the Client.

3. Price changes greater than 10% will give the Client the right to dissolve the agreement concluded with Redexim, provided that this takes place in writing and within seven days of the receipt of the notice concerning the price change. Dissolution in the aforementioned manner does not give the Client the right to compensation for any damage.

## Article 7 Payment

1. Payment of all which the Client owes to Redexim must take place without any deductions, discounts, or debt settlement by transferring the amount due to a bank account designated by Redexim. Payments must take place in euros unless agreed otherwise. Insofar as no other period has been agreed on, the transfer must have taken place within thirty days of the invoice date. The moment of payment will be the moment on which the amount has been charged to the bank account of the Client.
2. Redexim has the right to charge one or more advance(s) to the agreed price to the Client. In this case, the Client will be required to pay the advance(s) charged in this manner in time.
3. Redexim reserves the right to impose a credit limit on the Client.
4. If, at the request of the Client, payments take place using a letter of credit (L/C), the Client must request this from Redexim at the time of the quotation request. If Redexim can accept this request, it will send a form with all information about the L/C (including the costs due by the Client) to the Client that must be completed and signed. The Client guarantees that the form will be completed correctly and indemnifies Redexim against damage resulting from incorrect, incomplete, and illegitimate data with a minimum of € 250 in administrative fees. If payment takes place in the manner indicated in this article, the Client will instruct its carrier to issue an onboard bill of lading to Redexim.
5. The Client must submit a complaint about an invoice to Redexim in writing with an accurate specification of the nature and ground of the complaint within 8 days of the invoice date, on pain of forfeiture of all rights for the Client.
6. In case of late payment, the Client will be in default by operation of law (without any summons or notice of default being required) and owe the statutory commercial interest on the amount due, in which respect a part of a month will be considered a full month until the amount due has been paid in full. Any adverse exchange rate differences due to the late payment will be borne by the Client.
7. All costs, both judicial and extrajudicial, incurred by Redexim to collect all which the Client has not paid on time, will be borne by the Client with a minimum of € 500.
8. Without prejudice to any other right of Redexim, it will also have the right to suspend all work for the Client until the moment of full payment of all amounts due by the Client.
9. Payments by the Client will first be used to settle the interest and costs due and subsequently to settle the oldest invoices due, irrespective of any deviating designations by the Client.

## Article 8 Delivery periods

1. The delivery periods set out in the agreement are indicative and can never be considered (fatal) deadlines. Except in case of intent or gross failure by Redexim, a failure to observe the periods will not give the Client the right to (partially) dissolve or terminate the agreement. Nor will the Client have the right to compensation for any damage it has incurred in this case.

2. The delivery or execution period will only start once the payment due by the Client has been received by Redexim and the other conditions governing the execution of the agreement have been met by the Client.
3. The delivery period will always be extended by the period arising from one of the following situations:
  - a. in case of any other circumstances than those Redexim was aware of at the moment of the conclusion of the agreement, irrespective of whether this can be attributed to Redexim;
  - b. if Redexim suspends its obligations arising from the agreement based on the provisions of these general terms and conditions;
  - c. if the time schedule is changed at the request of the Client.All (additional) costs or damage incurred by Redexim as a result of the situations set out above will be for the account of the Client.
4. Delivery can take place in phases based on the completion or availability of the goods. The Client does not have the right to refuse delivery in phases.
5. Redexim has the right to engage third parties for the execution of the agreement. The choice of Redexim to engage third parties will be made with the required meticulousness.

### **Article 9 Delivery and risk transfer**

1. Deliveries outside of the Netherlands will take place based on the Free Carrier (FCA-A) Incoterms in force at that time unless explicitly agreed otherwise in writing.
2. The risk of goods that are the subject of the agreement will be borne by the Client as of the moment on which Redexim has transferred the goods to the (carrier of the) Client in accordance with the applicable FCA Incoterms. From that moment, the Client will bear, inter alia, the risk of the good(s) delivered in this manner and of the storage, loading, transport, and unloading.
3. If the delivery of the agreed-upon goods cannot take place at the moment agreed upon with the Client due to a cause attributable to the Client, Redexim will store the goods at the risk and account of the Client. All associated costs will be borne by the Client.
4. If the Client is in arrears of the payment of any amount to Redexim, Redexim will have the right to store the goods at the risk and account of the Client and to postpone the delivery until all instalments due have been paid.

### **Article 10 Complaints**

1. The Client undertakes that the registration form enclosed to the goods will be completed by the end user and subsequently returned to Redexim.
2. The Client must immediately inspect (or have another party inspect) the goods upon receipt for any damage or other shortcomings. The Client must immediately – but never later than within 7 days – report visible shortcomings or damage to Redexim using the designated document, or, in the absence thereof, in a written manner in the Dutch or English language with an accurate specification of the nature and ground of the complaints. If possible, pictures of the damage/shortcomings and the serial number of the delivered goods and a substantiation of the complaint must be enclosed. The delivered product(s) will be considered to have been irrevocably and unconditionally accepted by the Client after the expiry of the aforementioned period.
3. The Client must report invisible shortcomings to Redexim in writing immediately after their discovery, but never later than within 7 days of discovering the shortcomings.
4. Complaints will only be valid insofar as the packaging of the goods is still in the original, undamaged condition. If the packaging is damaged at the moment of the delivery, the Client

- will make a written reservation in this respect vis-à-vis the carrier and inform Redexim – by way of deviation from the provisions of paragraph 1 of this article – about this within twenty-four hours of the receipt of the goods in writing.
5. After the discovery of any shortcoming, the Client will be required to immediately cease the use of the goods in question and do and refrain from doing all which is reasonably possible to prevent further damage. The Client will grant all cooperation required to investigate the complaint, including by giving Redexim the opportunity to investigate the circumstances of the use.
  6. Unless agreed otherwise in writing, the Client can never invoke a shortcoming or failure in the execution of an agreement attributable to Redexim after the expiry of one year since the actions or omissions of Redexim leading to the shortcoming.
  7. If the periods set out above are exceeded, any claims of the Client vis-à-vis Redexim in relation to the complaints in question will expire. The Client must file any related claims within one year of the date on which the Client submitted the complaint with due observance of the above on pain of forfeiture of all claims.
  8. In case of a valid complaint filed in a timely manner and in accordance with this article, Redexim will repair or replace the faulty goods with due observance of Article 12.
  9. Goods delivered to the Client can only be returned after the prior written permission of Redexim subject to the conditions set out below.
  10. Complaints as referred to in the paragraphs above will not suspend the payment obligation of the Client or have any effect on the execution of the contract by Redexim.

#### **Article 11 Retention of title**

1. As long as the Client has not fully met all obligations arising from or related to the agreement concluded with Redexim, the goods delivered to the Client will remain the property of Redexim.
2. The Client may not sell the goods delivered by Redexim covered by the reservation of ownership based on Article 11.1. These goods will be kept by the Client for its risk and account. The Client is required to ensure that these goods are handled carefully and does not have the right to pledge or establish any other right on the goods.
3. If a third party wishes to establish or exercise a right on the goods delivered subject to the reservation of ownership, the Client is required to inform Redexim as soon as possible.
4. The Client will hereby grant Redexim the right to access all locations where the goods of Redexim are located whenever this is required in order to exercise its ownership rights in order to retrieve (or have another party retrieve) the goods delivered by Redexim covered by the reservation or ownership referred to in this Article 11 from the Client or the third parties holding the goods for the benefit of the Client. The Client will fully cooperate with Redexim in this respect (including by completing the required disassembly) on the pain of forfeiture of a fine of 10% of the amount due to Redexim per day. The costs associated with this will be borne by the Client.
5. The Client will insure the goods delivered subject to the reservation of ownership and keep these insured against, inter alia, fire, theft, and damage due to which the goods delivered in this manner become lost or damaged. Payments for damage and loss of the goods referred to in this article will replace the goods in question.
6. At the first request of Redexim, the Client will pledge all claims related to the goods delivered subject to the reservation of ownership to Redexim.
7. The Client is required to immediately inform anyone who levies attachment on the goods delivered by Redexim subject to its reservation of ownership, or in case of suspension of payments or bankruptcy of the Client, with a copy of this message sent to Redexim, on pain of forfeiture of an immediately exigible fine of €2,500 due by the Client to Redexim.

## Article 12 Warranties

1. Except for the limitations set out below and with due observance of Article 10, Redexim will guarantee the soundness of the goods delivered by it in case of regular use for a period of one year following the invoice date unless explicitly agreed otherwise.
2. With due observance of the above, Redexim will repair (or have another party repair) the shortcoming or replace the goods, such at the discretion of Redexim. In this case, all costs of the repair or replacement, including the transport costs, will be borne by Redexim. An exception will apply if the shortcoming is due to the delivery of other components to the Client by Redexim than those ordered by the Client. In this case, Redexim will deliver the ordered components, with the proviso that if a price difference exists between the delivered components and the ordered components, the difference will be paid by the Client to Redexim. The transport costs will also be borne by Redexim in this case.
3. The warranty will not apply to shortcomings in the delivered goods that are fully or partially the result of:
  - a. the failure of the Client to observe the user manual, the operation requirements, the maintenance instructions, or any other product information concerning the regular use;
  - b. the use of non-original components;
  - c. incompetent use, including the use of goods for another purpose than the intended purpose;
  - d. regular wear and tear;
  - e. adjustments/assembly/installation or repairs by the Client or third parties engaged by the Client, unless Redexim has given explicit prior written permission for this;
  - f. the applicability of any government regulation regarding the nature or quality of the materials used;
  - g. materials, goods, working methods, and constructions used based on the explicit instructions of the Client.
4. If the Client does not (properly) fulfil any obligation arising from the agreement concluded with Redexim or a related agreement (in a timely fashion), Redexim will not be required to offer any warranty in relation to these agreements. With respect to any warranty period that has already started, any claim of the Client vis-à-vis Redexim based on the warranty will expire.
5. If the Client or the third parties engaged by it disassemble, repair, or restore the goods delivered by Redexim without its prior written permission, any claim of the Client vis-à-vis Redexim based on the warranty will expire.
6. The provisions of this article will also apply to any claims of the Client vis-à-vis Redexim due to a shortcoming in the fulfilment of the agreement concluded with the Client, non-compliance, or any other ground.
7. If goods are returned to Redexim for repairs without the submission of a complaint, or if an investigation by Redexim shows that no shortcoming attributable to Redexim exists, the goods will be considered to have been delivered in accordance with the agreement and all costs associated with the repairs and transport will be borne by the Client.

## Article 13 Liability

1. Unless the provisions of Article 10 and Article 12 of these general terms and conditions apply, Redexim and the third parties engaged by it will not be required to pay any form of compensation for damage (including costs) incurred by the Client due to a non-attributable shortcoming or based on any other ground.



2. The provisions of Article 13 of these general terms and conditions will not apply in case of intent or deliberate recklessness of Redexim, in which case the liability of Redexim will be limited to replacing the delivered goods or repaying the invoice amount concerning the product delivered by Redexim, such as the explicit discretion of Redexim.
3. Redexim will never offer compensation for consequential damage, which is defined as, inter alia, delay damage, production loss, lost profits, and fines.
4. If the agreement concluded with the Client concerns goods purchased from third parties by Redexim, the Client will not have any other rights than those of Redexim vis-à-vis the manufacturer or supplier in question based on the warranty offered for the goods delivered in this manner by this manufacturer or supplier. In this case, the warranty will be handled by the manufacturer or supplier of Redexim in question.
5. The Client is required to indemnify and provide compensation to Redexim against and for all claims of third parties for compensation of damage or otherwise related to the agreement concluded between the Client and Redexim.

#### **Article 14 Force majeure**

1. Force majeure is defined as a situation, foreseeable or unforeseeable, beyond the control of Redexim, due to which Redexim is permanently or temporarily unable to fulfil its obligations arising from the agreement concluded with the Client, including but not limited to pandemics, war, the risk of war, terrorism, cybercriminality, currency restrictions, (natural) disasters, revolts, riots, fire, power outage, transport difficulties, a lack of raw materials and other goods or services required for the proper fulfilment of the agreement, late delivery and/or shortcomings by/or suppliers and/or manufacturers, strikes at Redexim and/or parties which work is required for the proper fulfilment of the agreement by Redexim, and import or trade restrictions.
2. If a situation of force majeure as referred to in Article 14.1 occurs, Redexim will have the right to suspend its obligations arising from the agreement concluded with the Client for a period equal to the duration of the situation of force majeure.
3. In case of force majeure, Redexim will have the right to terminate the agreement with immediate effect by means of written notice of termination without being required to pay any form of compensation to the other Party.
4. If the situation of force majeure has lasted for more than 6 months, the Client will have the right to terminate the agreement with immediate effect by means of written notice of termination. If Redexim has already partially fulfilled its obligations at the moment of the occurrence of the force majeure or will only be able to partially fulfil its obligations, it will have the right to charge the delivered or deliverable part separately to the Client, which will be required to pay this invoice as if it were a separate agreement.
5. If a situation of force majeure as referred to in this article occurs, Redexim will inform the Client as soon as possible.

#### **Article 15 Security, suspension, and dissolution**

1. If Redexim believes that the financial situation of the Client requires this, Redexim will have the right to demand security from the Client in the form of a bank guarantee, lien, deposit, or otherwise, and to suspend the execution of the agreement fully or partially with the Client pending the provision of this security.

2. If the Client fails to (properly) fulfil any obligation arising from an agreement concluded with Redexim (in a timely fashion), or if there are serious doubts about whether the Client will be able to fulfil its contractual obligations towards Redexim, Redexim will have the right to, without prior notice of default or judicial involvement being required, either suspend the execution of all agreements concluded with the Client or to fully or partially dissolve these agreements, without being required to pay any form of compensation to the Client and without prejudice to any of its other rights.
3. Redexim has the right to fully or partially dissolve the agreements concluded with the Client in the following situations without notice of default being required (except if indicated otherwise below) and without being required to pay any form of compensation to the Client, without prejudice to its other rights, specifically the right to claim full compensation, including for judicial and extrajudicial costs, if:
  - the Client fails to (properly) fulfil one or more of its obligation(s) arising from an agreement concluded with Redexim (in a timely fashion), after having received a written notice of default from Redexim;
  - the Client requests suspension of payments and/or enters any other form of amicable or statutory debt restructuring scheme;
  - the Client is declared bankrupt or has requested its bankruptcy;
  - the Client fully or partially transfers, liquidates, discontinues (parts of) its company or intends to do so;
  - executory attachment is levied on a significant part of the assets of the Client.
4. Once Redexim has invoked the dissolution, the claim of Redexim on the Client, increased by interest, damage, and costs, will be immediately and fully exigible.
5. The rights of Redexim that based on their nature are intended to survive the dissolution as referred to in this article will remain in full force and effect.

#### **Article 16 Termination and cancellation**

The Client does not have the right to terminate or cancel the agreement concluded with Redexim without the explicit prior written permission of Redexim.

#### **Article 17 Intellectual property**

All intellectual property rights to the drawings, models, images, designs, and the like created by Redexim (and/or based on the instructions of the Client), as well as all intellectual property rights related to the execution of the agreement concluded with the Client, are vested exclusively with Redexim.

#### **Article 18 GDPR**

If applicable, the Parties are required to cooperate with each other in order to enable the other Party to fulfil its obligations arising from the General Data Protection Regulation (GDPR).

#### **Article 19 Applicable law and dispute scheme**

1. The legal relationship between the Parties is governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention (CISG) is excluded, as well as any other international scheme that may be excluded.



2. Any disputes related to the agreement between the Parties or later agreements and other related actions, such as but not limited to illegitimate acts, will exclusively be settled by the Dutch court, specifically the competent court in Utrecht, the Netherlands.

**Filing of the general terms and conditions**

These general terms and conditions of Redexim have been filed with the Chamber of Commerce with number 30069134 and can be downloaded from [www.redexim.com](http://www.redexim.com).