

Movement by Perfection



The Royal League in ventilation, control and drive technology

General Terms and Conditions of Business

October 2024

Please note that this is an English translation of the original Benelux version. Both language versions shall have the same legal effect. In case of any conflict, the original Benelux version shall prevail.



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General Terms and Conditions of Business of ZIEHL-ABEGG Benelux B.V.

a private limited liability company, having its registered office in Wenum Wiesel, the Netherlands, registered with the Chamber of Commerce under number 08144764

I. Application of the General Terms and Conditions

1. The following definitions apply in these General Terms and Conditions:
 - a. Customer: any natural or legal person or partnership that is a party to or is involved in any legal act or act with us – ZIEHL-ABEGG Benelux B.V. – as referred to in clause I.2, or toward whom any legal act or act referred to in that clause is directed, or from whom a request as referred to in that clause originates;
 - b. General Terms and Conditions: these General Terms and Conditions of ZIEHL-ABEGG Benelux B.V.;
 - c. goods: goods and services of any kind to be produced, sold, supplied or delivered by us (ZIEHL-ABEGG Benelux B.V.).
2. All our deliveries, services, order confirmations and offers are made exclusively on the basis of the present General Terms and Conditions. Consequently, these General Terms and Conditions also apply to all future business relations even if not expressly agreed upon again in the future.
3. With the receipt of the goods and services ("goods") by the Customer, at the latest, these General Terms and Conditions are deemed accepted. No terms and conditions, other than those contained herein shall be binding upon us. Counter-confirmations by the Customer with a reference to the Customer's General Terms and Conditions or General Purchase Conditions are hereby rejected. Contrary conditions of the Customer are not binding on us even if the order is based upon them or if the Customer refers to them on forms or in other documents. Terms and conditions of the Customer are hereby expressly excluded. Also, any provision contained in any of Customer's documentation that would be contrary to these General Terms and Conditions and/or that would be an obstacle for their application shall be considered as inapplicable and ineffective towards us.
4. Rights to which we are entitled according to the statutory provisions in addition to what is provided for in these General Terms and Conditions remain unaffected. In the event of any contradiction between these General terms and Conditions and an agreement concluded between us and the Customer, the agreement prevails.

II. Offers, Scope of Performance

1. For the scope of our deliveries and services, our written confirmation of the order is decisive or, if we submit an

offer with a limitation in time and such offer is timely accepted, the offer if the order is not confirmed in due time. Any order issued from the Customer, both oral and in writing, is binding on us only after written acceptance by us, i.e. by an order confirmation, and shall constitute the agreement between the parties, all in accordance with our applicable prices and these General Terms and Conditions or the particular conditions stated in our offer or quotation. In respect of work for which no offer or order confirmation is sent, the invoice will also be considered as the order confirmation, and will be deemed to set out the agreement correctly and in full.

2. Any agreement concluded between us and the Customer in accordance with clause II.1 will constitute a separate agreement between us and the Customer. If and insofar as the agreement between us and the Customer is concluded electronically or by fax, those actions and documents will be put on a par with written documents.
3. All documents and information, including but not limited to illustrations, drawings, information as to weights, measures, performance, and consumption, and other descriptions of the goods in the documentation that is part of our offer are approximations only, to the extent not expressly referred to as binding. They constitute no agreement on, or guarantee of, a corresponding quality or characteristic of the goods.
4. For technical reasons, we reserve the right to supply up to 5% of the delivery volume more or less when delivering consumables or small parts. There will be no refund if a lesser quantity is delivered.
5. Unless referring to data contained in our catalogues when placing the order, the Customer is under obligation to provide us with general information as to the purpose of use, type of installation, operating conditions, and other conditions to be taken into account.
6. Protective devices are included in our deliveries to the extent expressly agreed upon.
7. All intellectual property right (and copyright) regarding the goods and services and all related documentation will vest and continue to vest exclusively by us or – if applicable – in our supplier(s) who has/have granted a right to use its/their intellectual property right(s) to us. This in any event includes all cost estimates, drawings, and other documents; such documents may not be passed on to third parties. Drawings and other documents that are part of our offers must be returned to us without undue delay

at our first request. The supply, installation, erection and/or assembly of any goods or services by us, can in no event be considered as an explicit or implicit license for use, publication, multiplication, operation or disclosure to third parties of any intellectual property right, unless we have given our prior written consent.

8. Subsidiary agreements have to be proved by the Party which relies on them.
9. Any cancellation, modification or postponement of Customer's order is subject to our prior approval.

III. Particularities in Case of Correspondence by Electronic Communication and Fax

1. If a message (declaration of intent) is sent electronically (electronic communication), such message is deemed received by the recipient when it has been delivered to the recipient's communication device.
2. A message is also deemed received by the recipient, by mean of message retrieval, when it has been made available for retrieval in the relevant part of the sender's communication device and has been retrieved from such part by the recipient.
3. The contracting parties recognize the legal validity of messages transmitted according to nos. 1 and 2 above.
4. If correspondence between the contracting parties is exchanged by fax, the transmission report shall be deemed sufficient evidence of the receipt of our declarations.

IV. Price

1. Unless otherwise agreed, our prices are ex works (EXW, Ex Works), in accordance with the Incoterms 2010 as published by the International Chamber of Commerce (ICC). As a consequence, any transportation and insurance associated costs remain at the Customer's charge, unless otherwise agreed in writing between us and the Customer. To these prices, VAT at the statutory rate applicable at the time will be added.
2. Our prices are denominated in euros, exclusive of VAT, costs of (special) packaging, transport, loading, unloading, installation, assembly and insurance, import duties, sales tax, excise duties and other taxes, charges and duties imposed by the authorities.
3. If the delivery or service is to be made or provided more than four months after the conclusion of the contract, we reserve the right to reasonably raise our prices if there

has been a significant increase in the factors prevailing at the time the contract was entered into, that are decisive for the determination of our prices, in particular, in the cost of materials, wages, and public charges.

4. If we, at the request or with the permission of the Customer, carry out additional activities – in the broadest sense of the word – that fall outside the scope of the agreement, these activities will be payable by the Customer to us in conformity with our usual prices/rates and conditions. However, we are never obliged to honour a request for extra work, change of order or additional activities and at all times may require to enter into a separate agreement with the Customer to this end.
5. The Customer accepts unconditionally that as a result of any extra work, change of order or additional activities the agreed or expected time of delivery of (supplied) goods and/or completion of services and/or our responsibilities, may be affected or altered. We are in no event liable for any damages or loss including costs and interests arising from such extra work, change of order or additional activities and the consequences thereof.

V. Retention of Title

1. Until all claims against the Customer (including any and all balance receivables and current account) to which we are entitled now or in the future on whatever legal grounds have been fulfilled, we are granted the following security, which we will release upon request at our choice to the extent that the value of such security exceeds the claims on a permanent basis by more than 20%. For the valuation of the security furnished, receivables are to be assessed at their nominal value, goods in which title is retained are to be assessed at their net purchase price – not including VAT – as stated in the invoice, and in the case of co-ownership, the relevant share in the real value of the principal item shall be decisive. Of the value thus determined, third-party security interests that are of a higher ranking are to be deducted to the extent of the amount of the receivables to be secured with such security interests at the time the request for release is made.
2. Without prejudice to the provisions of Section IX and/or clause VII.6, we retain title to all the goods delivered to the Customer until the entire purchase price of all such goods has been paid, including any interest and costs due. This retention of title will furthermore apply to any claims that we may have against the Customer on the grounds of failure of the Customer to fulfil one or more of its obligations towards us. The Customer is obligated to handle the goods in which title is retained with due care for the duration of the retention of title. In particular, the



Customer is under obligation to adequately insure the goods at their replacement value, at the Customer's own expense, against damage by fire, water, and theft. With the conclusion of the agreement, based on this article, The Customer assigns to us all claims for compensation arising from such insurance. With the conclusion of the agreement, we accept the assignment. If an assignment is not permissible, the Customer with the conclusion of the agreement, based on this article creates/provides hereby a pledge to us in respect of such claims for compensation, and will also irrevocably instructs its insurer to make payments, if any, exclusively to us. Further-reaching claims on our part remain unaffected. At our request, the Customer must furnish us with evidence of the conclusion of the insurance contract.

3. If and for as long as a retention of title applies to the goods, the Customer will not be permitted to sell such goods or to create any restricted right in respect of such goods, otherwise than in the customary conduct of its business. The Customer must include a similar retention of title in its agreements with third parties regarding the goods. The Customer's right to sell the goods in the conduct of its business will automatically lapse if (i) an attachment is levied against the Customer, (ii) the Customer has applied for a suspension of payments or files a petition in its own bankruptcy, (iii) a petition in the Customer's bankruptcy is or has been filed, or (iv) the Customer makes a repayment arrangement with one or more of its creditors.
4. In the event of a resale by the Customer in the customary conduct of its business of goods that have not, not yet or not fully been paid for:
 - a. the Customer hereby irrevocably instructs its purchaser to make payments, if any, exclusively to us. Until revocation, the Customer is entitled to collect the receivable. All amounts collected must be deposited collectively and must be remitted to us by the Customer until all our claims have been settled in full. If the Customer's purchaser pays by bank transfer, based on this article the Customer assigns to us already now its claim against the relevant financial institution under such transfer. We accept this assignment already now. At our request, the Customer must give us all information and allow us to inspect the records; and/or
 - b. the Customer undertakes, at our first request, to create a pledge in respect of the claims arising from such resale against its buyer (i.e. the second buyer). The Customer will be required at our first request to provide all the information in question and to do any and all things to ensure that that pledge is created. Any amount paid to us by the second buyer under the pledge will be deducted from the amount payable to us by the Customer.
5. If we have exercised our retention of title, we will at all times be entitled, but not obligated, to sell the goods to a third party, in which case we will give the Customer a credit for the market value or net sale value (to be determined by us), whichever amount is lower, reduced by all the costs incurred in taking back the goods and without prejudice to our right to claim compensation of the loss resulting for it from the Customer's breach.
6. To the extent that the Customer processes goods in which title is retained, the contracting parties – we – agree that such processing shall occur on our behalf so that we become the owners of the new items. The Customer's expectant right (expectant rights) in the goods in which title is retained continues to a corresponding extent in the processed or transformed item. If the processing costs considerably exceed the value of our goods, the contracting parties agree that the goods shall be processed also on our behalf and that we acquire co-ownership of the new item in proportion to the ratio of the invoice value of our goods to the value of the new item at the time of processing. If the Customer combines goods in which title is retained with another item such that our goods become an essential part of another item that is then to be deemed the principal item, the Customer transfers to us already now the proportionate co-ownership of the new item. The Customer shall keep such new items in custody for us free of charge. In the event of a resale, the foregoing provisions apply correspondingly.
7. If (upon conclusion of the contract, or thereafter) we become aware of facts that give rise to doubts about the Customer's creditworthiness, or if the Customer defaults in the settlement of a liability in relation to us, we are entitled to rescind the contract without setting an additional period for performance and to demand by way of security that the goods of which we are the owners or co-owners be surrendered to us, or, as far as this is not possible or not permitted, are being pledged to us, until all our claims have been settled in full.
8. In the event that third parties seize or impound goods of which we are the owners or co-owners or receivables to which we are entitled, the Customer must furnish the third party or the executory officer without undue delay with evidence of our ownership of, or title to, the goods; moreover, the Customer must notify us without undue delay of these measures and assist us in whatever manner in the protection of our rights. If we impound the goods, such impoundment shall not to be deemed a waiver of our retention of title or a rescission of the contract.
9. The goods of which we are the owners or co-owners may not be assigned to third parties by way of security, pledged, or encumbered in any other manner (nor property law, nor the law of obligations).

10. If goods are delivered to countries with a different legal system where the provisions on a retention of title pursuant to one or more provision(s) above provide less protection than in the country where our company has its registered office, the Customer with the conclusion of the agreement, based on this article hereby grants us a security interest that is customary in such country and that is, in economic terms, equivalent to the retention of title in the country in which our company has its registered office. If further declarations or acts are necessary for this purpose, the Customer shall do all within his power to grant us this security interest immediately. The Customer shall assist with all measures that are necessary and useful to ensure the validity and enforceability of any such security interest.

VI. Terms of Payment

1. To the extent not otherwise agreed, our invoices are payable without deduction ten days after they are issued. Payment in cash or by bill of exchange is accepted only on the basis of a special agreement. Despite provisions of the Customer to the contrary, we are entitled to count payments first towards older debts of the Customer, in which case we will inform the Customer of the type of settlement made. If costs and interest have already been incurred, we are entitled to count the payment first towards the costs, then towards the interest, and finally towards the principal performance.
2. Payments will be deemed made only when we can dispose of the amount. In the case of a check, payment is deemed made only when the check is collected.
3. If the Customer fails to fulfil its payment obligations or to do so in time or in full:
 - a. the Customer will be deemed to be in default by operation of law and the amount due will be immediately payable to us without any reminder or notice of default being required. The amount due will be increased by interest at a rate of 8% above the basic interest rate applicable at the time p.a., from the first day after the end of the agreed term for payment. We reserve our right to assert further claims for damages; and/or
 - b. we will (also) be entitled, at our sole discretion, either to suspend the performance of the agreement and any other agreement between the parties or to dissolve any agreement with the Customer in full or in part, without being liable for any damages towards the Customer.
4. All judicial and extrajudicial costs incurred by us in the collection of the amounts payable by the Customer will be borne by the Customer. The extrajudicial costs are set at a minimum of 15% (fifteen percent) of the amount owed

(including the interest referred to in clause VI.3, subject to a minimum of EUR 150 (in words: one hundred fifty euros) for the analysis and management of the file, without prejudice to our right to claim the actual costs incurred, if those costs prove to be higher.

5. If we become aware of circumstances that give us rise to doubts about the Customer's creditworthiness, in particular, if a check cannot be cashed or if payments are suspended, or if we become aware of other circumstances that give rise to doubts about the Customer's creditworthiness, we are entitled to demand the payment of the entire remainder of the debt even if we have accepted checks. In this case, we are further entitled to demand advance payments or the provision of security.
6. Counter-claims on the part of the Customer entitle the Customer to a setoff only if these claims have been established by a final declaratory judgment or if they are undisputed. The Customer may assert a right to retention only if the Customer's counter-claim is based on the same contractual relationship.

VII. Delivery and Service Periods

1. Delivery dates or periods, which may be agreed upon as binding or non-binding, must be agreed upon in writing. Delivery times are given for guidance only and will in no event be of the essence. If the Customer has yet to fulfil any obligation towards us, on any ground whatsoever, including payment in advance, we will have the right to suspend our deliveries. If a delivery time is exceeded because the Customer has failed to give instructions, or due to other circumstances beyond our control, the time of delivery will be extended by the time by which the performance of the agreement is consequently delayed or complicated.
2. We are not liable for delays in delivery or performance that occur due to force majeure or because of events that considerably complicate our delivery or make delivery impossible – these events particularly include strikes, lock-outs, official orders, the impossibility of performance of the agreement due to any shortcoming on the part of our suppliers or persons or property engaged by us in the performance of the agreement, transport difficulties, accidents, etc., even if the same occur at our suppliers or their sub-suppliers – even if periods and dates have been bindingly agreed upon. Such events entitle us to delay the delivery or service for the duration of the impediment plus a reasonable start-up period. If such events considerably change the economic importance or the content of the delivery or service or if they have a significant impact on our business operation, we may additionally demand that the contract be reasonably adjusted. If the impediment



continues more than one month, we are entitled to rescind/terminate the agreement in whole or in part. If we wish to make use of this right to rescission/termination, we must notify the Customer of such intent after we have become aware of the importance of the relevant event. If, because of such events, the delivery period is extended or we are released from our obligation to perform, this does not give rise to claims for damages on the part of the Customer. In the event of force majeure, we will have the right to demand payment for any performance by us under the agreement concerned before the event of force majeure occurred.

3. If a delivery time is exceeded, the Customer will in no event be entitled to compensation of any direct or indirect loss, to dissolution of the agreement or to suspension of any of its own obligations under the agreement in question or under any other agreement.
4. If, for whatever reason, we still are liable for non-compliance with bindingly agreed periods and dates for performance or if we are in delay, the Customer's claim is limited to compensation in an amount equal to 0.5% for each entire week of delay, in total however to a maximum of up to 5% of the invoice value of the deliveries and services concerned by the delay. Additional claims are excluded unless the delay is based at least on intent, gross negligence or conscious recklessness.
5. We are entitled to make part deliveries and to perform in part unless this is an unacceptable burden to the customer. Compliance with our obligations to deliver and perform requires the timely and proper fulfillment of the Customer's obligations.
6. The delivery period is deemed to have been met if the goods have left the works, or if we have given notice of the goods being ready for dispatch, by the time the delivery period expires. The delivery is subject to the condition that we are timely and properly supplied ourselves. Unless otherwise expressly agreed in writing by us, all deliveries will be ex works (EXW) at our works, in accordance with the relevant provisions regarding that manner of delivery in the Incoterms 2010 as published by the International Chamber of Commerce (ICC). The Customer shall therefore be responsible for the transport of goods, unless otherwise agreed in writing by us.
7. Should we not deliver the agreed goods or services within (four) months following the (indicated) delivery date, for any reason other than force majeure (as set out in clause VII.2), or due to Customer's actions or the conduct of a third party, the Customer is entitled to terminate the contract. The Customer will in no event be entitled to compensation; clause VII.3 applies.
8. If the Customer defaults in acceptance, we are entitled to claim compensation for the damage incurred by us; with

the occurrence of the default in acceptance, the risks of accidental deterioration and accidental loss or destruction pass to the Customer.

VIII. Supply of Software

1. If software is supplied, the Customer is granted a nonexclusive and non-transferable right to use the software and the related documentation for the operation of the goods for which the software is supplied. The Customer is not permitted to make copies, except for one back-up copy. References to authors, series numbers, and other features serving the identification of the software may not be removed or altered.
2. The Customer is obligated to prevent unauthorized access to the software and the documentation by third parties by taking appropriate precautions. The Customer must store the original data storage media supplied and the back-up copy at a place that is secured against unauthorized access by third parties. The Customer must insistently point out to its staff the duty to comply with the present terms of supply and with the provisions of copyright law.
3. Our liability for the loss or alteration of data is limited to the typical cost of restoration that would be incurred if back-up copies were made at regular intervals and according to risk.

IX. Passing of Risk and Receipt

1. The risk passes to the Customer no later than with the dispatch of the parts to be delivered, even if part deliveries are made or if we have assumed further obligations, e.g., the shipping costs or delivery and installation. If shipment becomes impossible without fault on our part, the risk passes to the Customer with the Customer's notification of the goods being ready for dispatch.
2. If there is a delay in shipment due to circumstances for which the Customer is responsible, the risk passes to the Customer from the day the goods are ready for dispatch.
3. The Customer must take delivery of the delivered items even if they have minor defects.

X. Claims based on Defects

1. The Customer may not refuse to accept deliveries because of insignificant defects. The Customer will be required immediately to inspect the goods after handover and – if

applicable – their packaging. Obvious defects and defects that are identifiable on a due inspection are to be notified in writing no later than 8 days after handover of the goods to the Customer. Other (hidden) defects shall be notified to us in writing no later than 8 days after they are discovered. Notifications of defects shall be sent in writing to our head office; notifications of defects to field staff, carriers or other third parties are not regarded as submitted in due form and time. A complaint made by the Customer in accordance with this clause will in no event give the Customer the right to suspend its obligations under any agreement.

2. We assume liability for a specific application or specific suitability only if this was agreed explicitly in writing. Otherwise, the Customer bears the risk of suitability and utilization. If we informed the Customer of technical framework conditions or other specifications in regard of utilization, the Customer shall be responsible for compliance. It shall inform its buyers of these specifications and oblige them to comply. Our liability is excluded for defects that result from use of the goods in a way that does not conform to the specifications. Claims based on defects are excluded in particular if and insofar as damage to the delivered item or to other assets of the Customer is caused as follows:

- a. incorrect processing, assembly or treatment;
- b. incorrect installation of the delivery item by the Customer or a third party, except where the incorrect installation is based on our instructions (our field staff is not authorized to issue instructions);
- c. noncompliance with instructions on commissioning, possible applications and operation of the delivery item contained in the documentation of the delivery item, operating instructions or instructions that we issued;
- d. normal wear and tear that cannot be ascribed to production or material defects;
- e. inappropriate handling or repairs of the goods by the Customer or third parties that were carried out inappropriately, in particular on interference by nonqualified persons or use of nonoriginal spare parts or resources.

We do not assume any liability either for defects for which the Customer is responsible or that are due to a technical cause other than the original defect.

3. If (a defect exists and the) goods must be returned to us, the return shipment may be made only with our prior consent. Return shipments made without our prior consent need not be accepted. The Customer must bear the cost of any return shipment.

4. If, due to a justified notification of defects, goods are repaired or a replacement delivery is made, the provisions in Section VII concerning delivery periods apply correspondingly.

5. The existence of a defect that has been established as such and that has been notified to us in due form and time gives rise to the following rights of the Customer:

- a. If a defect exists, the Customer may first demand that we remove the defect or make a replacement delivery ("subsequent performance"). We will choose in our discretion whether to newly deliver the item or whether to remove the defect, unless clause X. 5 c) applies. If the defect is removed, in so far as the notification of defects proves justified, we are obligated to bear the following direct expenses, borne by us, necessary for the removal of the defect, in particular, transportation and travel expenses and the cost of our own labor and materials. This to the extent that such costs and expenses are not increased due to the fact that the goods have been brought to a place other than the delivery address. This is limited to those costs that arise or would arise in regard to the delivery address for the goods. If the goods are shipped to an address other than the delivery address, the Customer must bear the extra costs that this causes, if the shipment was not part of the agreement between the Customer and us.

- b. We shall be entitled at our option to employ third parties to carry out repair works or a replacement delivery. This does not establish a contractual relationship between the Customer and the third party. In this case, our liability does not go further than if we had carried out the works or the delivery ourselves. Additionally, if an attempt at subsequent performance fails, subject to clause X. 5 c) we have the right to make a new attempt, again reserving the right to choose between a repair and the new delivery of the item.

- c. Regulations in relation to a subsequent performance, for example pursuant to clause X. 5 a) or X. 5 b), do not apply insofar as these regulations would cause an unacceptable burden to the Customer.

- d. If a notification of defect by the Customer proves to be unjustified, the Customer must reimburse us for all costs and expenditure that this caused.

6. The limitation period for the Customer's claims that are based on defects is one year unless the defective item has been used for a building in accordance with its usual manner of use and has caused a defect of the building. The one-year limitation period equally applies to tort claims that are based on a defect of the goods. The



limitation period begins to run with the delivery of the goods. The statutory limitation periods apply to losses resulting from a breach of guarantee or from death, bodily injury or damage to health, for intent, gross negligence or conscious recklessness and for claims based on mandatory statutory provisions regarding product liability. If we make a statement in respect of a claim based on defects that has been asserted by the Customer, such statement is not to be deemed as an admittance, a commencement of negotiations concerning the claim, or the circumstances giving rise to the claim, if we (later) fully reject the relevant claim. The Customer must in all cases prove that the defect existed already at the time of delivery.

XI. Liability

1. We will not be liable for any loss resulting from (i) any shortcoming, whether or not attributable, (ii) any wrongful acts towards the Customer, except for losses resulting from a breach of a guarantee set out in Section X of these General Terms and Conditions or unless the loss was caused by intent, gross negligence or conscious recklessness on the part of our directors, senior executives or vicarious agents.
2. We will in no event be liable for any indirect, immaterial, incidental or consequential damage. In particular, our liability does not include loss of income, of reputation, loss of clientele, commercial or economic prejudice, loss of anticipated profits or earning, or for any other indirect, immaterial, incidental or consequential prejudice, even if we have been informed of the possibility of such damages. We will also in no event be liable for any loss that can be attributed to an act or omission by the Customer or by a third party engaged by the Customer.
3. The above provisions do not affect mandatory statutory liability for product defects ("produktenaansprakelijkheid").
4. Claims by the Customer for reimbursement of expenses are (also) excluded. In addition, claims for damages or reimbursement of expenses – for any legal reason whatsoever – that go beyond the provisions of clause XI.1 to XI.3 are excluded.
5. In case that the Customer or one of its Customers resells the goods delivered by us to an end-Customer (natural person), we are only liable insofar as the Customer did not grant its Customer terms which exceed the statutory mandatory provisions for claims based on defects and subject to the condition that the Customer fulfilled its obligation to inspect and notify.
6. Without prejudice to the above provisions, our liability will in all cases be limited to the original purchase price of the

goods or – whichever is less – the amount covered by our liability insurance and paid in the case in question. No repair of defects, replacement delivery or payment of damages may be regarded as recognition of a legal obligation unless in a specific case we agreed otherwise in writing.

7. Our liability will never exceed any limits on liability imposed on ourselves by our supplier(s).

XII. Other Duties by the Customer, Export Control

1. The Customer may not alter the goods in any respect that is relevant for safety; in particular, the Customer may not alter or remove existing warnings of dangers in case of improper use of the contractual goods. If this duty is violated, the Customer must internally indemnify and hold us harmless from and against product liability claims of third parties to the extent that the Customer is responsible for the defect giving rise to liability.
2. If we must issue a product recall or a product warning because of a product defect concerning the goods, the Customer will assist us and take all reasonable measures ordered by us. The Customer is obligated to bear the cost of the product recall or product warning to the extent that according to the principles of product liability law, the Customer is liable for the product defect and the damage sustained. Further-reaching claims on our part remain unaffected.
3. The Customer shall notify us without undue delay of any risks in the use of the (contractual) delivered goods and of possible product defects of which the Customer becomes aware.
4. The supply of goods (products, software, technology) in the performance of this contract may be subject to export restrictions or prohibitions. The Customer shall comply with all applicable export control regulations and corresponding restrictions. This particularly applies to European, German and, if relevant, provisions of US law relating to (re-) exports. In the case of a re-sale / forwarding of the supplied goods, the Customer shall draw the recipient's attention to the provisions of export control law.
5. In particular, the Customer shall ensure that goods are not used, either directly or indirectly, for a purpose that is connected in any way to chemical, biological or nuclear weapons and their carrying systems. Furthermore, the Customer shall ensure that the items are not put, either directly or indirectly, to a military end-use in a country subject to a weapons embargo. The Customer shall not sell, export, re-export, supply, forward the goods or

otherwise make them available to persons, companies, facilities, organizations or in countries, either directly or indirectly, if doing so would violate European, German or any other applicable export control laws and regulations, including U.S. provisions relating to (re-)exports.

6. The Customer shall, on request, provide end use certificates in order to prove the final destination and end-use of the products required for the application of any exports licenses or approvals.
7. The Customer shall be fully liable for any loss suffered by us that has been caused by its failure to comply with the applicable export control provisions, including US (re-) export provisions.
8. The performance of the agreement and corresponding obligations are subject to the condition that the required export or transfer authorizations, approvals or any other authorizations stipulated by foreign trade law or clearances by the competent authorities are issued and that there are no other legal restrictions owing to provisions of export control law that must be complied with.
9. The Customer shall be responsible for all taxes, charges and duties in connection with the service outside The Netherlands and compensate us if applicable.

XIII. Confidentiality

The Customer has the obligation to maintain, for an unlimited period of time, the confidentiality of any and all information that becomes available to them, and may neither record nor pass on or exploit such information. The Customer shall ensure through adequate contractual arrangements with her employees and agents that the latter, too, refrain for an unlimited period of time from the exploitation, circulation, or unauthorized recording of such trade or business secrets on their own behalf.

XIV. Conditions for Repair orders

1. Scope
We carry out repairs solely in line with the following conditions; We do not accept conflicting or deviating terms and conditions of the Customer, unless specifically agreed upon by us. Our conditions also apply if we carry out the repair without disagreeing to the conflicting or deviating terms and conditions of the Customer.
These terms and conditions do not apply to repairs that we carry out on the basis of a warranty agreement (cp. under X. Claims based on Defects within limitation period). If a

sole clause of conditions for repair orders is invalid, the repair contract, besides the invalid clause, remains valid. The invalid clause is replaced by the respective applicable law.

2. Warranty Claims (cp. under X. Claims based on Defects)
As may be the case, a claim for a repair without charges based on a warranty must be announced with the placement of the repair order, and evidence must be provided. Evidence is either the invoice, the delivery note, the order confirmation or the order. Any claim based on a warranty or guarantee expires in case of an unauthorized repair, force majeure, damage caused by water, improper use, non-complete or dismantled devices or a shipping of an electronic device packed in electrostatic discharge (ESD) non-compliant material.
3. Order Issuance
The shipping of a defective device to us constitutes an order to carry out the repair work considered necessary by us, unless the Customer declares otherwise.
We are mandated to repair the defects that we identify during the repair process, if the elimination of the defect is necessary to ensure a proper functioning of the device.
4. Receipt
The defective good (if not agreed otherwise completely mounted) has to be shipped to us freight and insurance paid with under specification of delivery address, telephone number of contact person and description of the failure.
Shipping costs for shipments made by the Customer freight and insurance unpaid without our prior consent will not be borne by us.
5. Carrying out the Repair
Repair orders for discontinued models can only be carried out subject to the availability of spare parts.
We are allowed to carry out the repair in our or a third party's workshop.
Repair target dates are always nonbinding. The definitive repair time depends on the actual repair work.
In order to shorten repair cycle times, we reserve the right to replace defective devices with new or used exchange devices. Thus, we become the owner of the replaced device.
If the device cannot be repaired or the repair is not economically advantageous, we will inform the customer accordingly about the necessity to order a new device. If the customer wishes to retrieve the defective device, we will ship it back and charge the respective costs. If the customer does not order to retrieve the defective device eight weeks after being informed about the necessity to order a new device, we will dispose of the defective device. We reserve the right to charge the customer with the respective disposal costs.



6. Cost Estimates

Cost estimates are nonbinding. We will charge the customer for the preparation of the cost estimate. The costs of the cost estimate will be deducted from the final repair cost in case the repair order is placed with us.

Cost estimates are made on the basis of a partly dismantled device. If additional damaged parts or necessary work steps are identified during the repair that led to an upward deviation from the cost estimate by more than 10%, we will inform the customer accordingly in writing and carry out the repair only after a renewed placement of a repair order.

With the cost estimate, the Customer receives a detailed list of the work steps to be carried out and the necessary spare parts.

The cost estimates remain valid for four weeks after its issuance date.

7. Storage

We reserve the right to treat the defective device as abandoned after a storage time of eight weeks after mailing the cost estimate and twice reminding the Customer about his pending decision. In that case we reserve the right to use the device at our discretion and charge the customer with storage and disposal costs.

8. Shipping

The return shipment of the repaired devices will in principle be done by our regular shipping company, unless otherwise agreed upon. If we incur additional costs as a result of the customer's further requirements, we will charge the customer with those costs. The shipping company agreed upon undertakes to hand over the repaired goods to an employee of the Customer. If the Customer orders the shipping company to do otherwise, the devices are treated as received by the customers with their delivery.

9. Warranty for Repairs/Time Limits

We issue a warranty of 12 months as of delivery of the repair on the works carried out as well as the spare parts used.

In case of a fault to be borne by us, we reserve the right to eliminate the defect. In case we are either not able or not willing to eliminate the defect or its elimination is delayed over and above reasonable time limits due to causes to be borne by us or does the defect elimination fail in any other way, the customer is entitled to a reduction of the repair price or to withdraw from the repair contract. Defects that are due to a cause to be borne by the customer are not included in our warranty. This includes defects caused by improper measures or measures not in compliance with the repair contract to be borne by the customers in relation with the shipping, mounting, connecting, commissioning, operating or storage of the repaired device.

10. Repair Costs and Payment

The charges for the repairs are calculated according to the incurred expenses, namely repair time and used spare parts.

In case we supply an exchange device and keep the defective the device as the new owner, we will charge average repair costs as incurred in the past for this model. However, this procedure requires the repair of the defective device to be economic. Repair invoices are due as of receipt of the invoice.

11. Retention of Title

The repaired Goods or spare parts remain our property until the complete payment of the repair invoice.

XV. Miscellaneous

1. Any rights and obligations arising from these General Terms and Conditions for the Customer are non-transferable (nor property law, nor the law of obligations), unless this is stipulated in so many words in these General Terms and Conditions or it has been explicitly agreed with us in writing.
2. Any and all obligations between us and the Customer, as well as these General Terms and Conditions, and all contractual and non-contractual obligations arising there from or related thereto, are governed by Dutch law, with the exception of the conflict rules under Dutch private international law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
3. Any and all disputes concerning, arising from or related to an agreement between us and the Customer, an offer or quotation or order which is subject in full or in part to these General Terms and Conditions as well as all contractual or non-contractual obligations arising there from or related thereto, will be solely submitted to the competent court in 's-Hertogenbosch, the Netherlands.
4. The place of performance for all performances owed by the contracting parties shall be the place where our company has its registered office.
5. If a provision in this agreement is or becomes invalid or impracticable in whole or in part or if there is a gap in this agreement, this shall not affect the validity of the remaining provisions hereof. If a provision in this agreement is or becomes unenforceable, parties will agree on a new provision that comes as close as possible to the intent of the original provision in replacement of the invalid or nullified provision. The preceding sentence shall apply correspondingly in the event of a gap.

6. The chapters and headings in these General Terms and Conditions serve solely for the convenience of the reader and cannot influence the content or the meaning of the provisions in these General Terms and Conditions.
7. These General Terms and Conditions have been filed with the Chamber of Commerce, the Netherlands, under number 08144764. The version most recently filed is the applicable version.



The Royal League

