



***GENERAL TERMS AND CONDITIONS OF SALE  
RENA ELECTRONICA B.V.***

**Definitions.**

The following definitions apply in these General Terms and Conditions of Sale:

- ”Rena”:  
Rena Electronica B.V. or one of its affiliated companies.
- “Conditions”:  
the terms and conditions set out in this document as amended from time to time.
- ”Customer”:  
the natural or legal person who purchases the Goods and/or Services from Rena.
- “Contract”:  
the contract between Rena and the Customer for the sale/license and purchase of the Goods and/or Services of which the Conditions form an integral part.
- ”Goods”:  
materials, spare parts, parts, components, software, information-carriers, production facilities and consumables.
- “Intellectual Property Rights”:  
patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, business and domain names, rights in trade dress or get up, rights in designs, rights in computer software, rights in confidential information and any other intellectual property rights whether registered or unregistered and including applications and renewals for such rights.
- “Order”:  
the Customer’s order for the Goods and/or Services in the Customer’s purchase order form and/or Customer’s acceptance of the Offer.
- “Offer”:  
the written offer to Customer of Rena to provide Good and/or Services.
- “Services”:  
the services to be provided by Rena to the Customer as set out in the Order.
- “Specifications”:  
the technical/functional descriptions of Goods or Services to which reference is made in an Offer and/or in Rena’s acceptance of the Order.

**Article 1: Applicability.**

- 1.1 The Conditions apply to all Contracts to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice and/or course of dealing.
- 1.2 General terms and conditions of the Customer, however they are named, shall not apply and are explicitly rejected.
- 1.3 Amendments to the Conditions shall be possible only after a written agreement and shall apply only after express written confirmation from Rena to the Customer.
- 1.4 In the Conditions correspondence sent by e-mail is equated to written documents.
- 1.5 The applicability of the ‘United Nations Convention on contracts for the International Sale of Goods’ (‘Vienna Sales Convention’) is excluded.

**Article 2: Offers.**

- 2.1 Unless indicated otherwise in the relevant Offer, all Offers shall be valid for a period of 30 days from the date of issue.
- 2.2 Rena shall be authorized to alter the Specifications, pricing and/or terms set out in the Offer during the validity of the Offer period concerned.
- 2.3 Every Offer is based on performance of the Contract by Rena under normal conditions and during normal working hours.



2.4 All documents relating to Offers are and remain the property of Rena and may not be given to third parties for inspection, be reproduced or copied in any way whatsoever without the prior written consent of Rena.

2.5 Offers do not automatically apply to follow-up Orders/Contracts.

Article 3: Establishment of Contract & Performance of Contract.

3.1 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with the Conditions. The Customer is responsible for ensuring the terms of the Order and that the applicable Specifications are complete and accurate.

3.2 The Order shall only be deemed to be accepted when Rena issues a written acceptance of the Order, at which point the Contract shall come into existence.

3.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Rena which is not set out in the Contract.

3.4 If and insofar as necessary for adequate performance of the Contract, Rena has the right to have work carried out by third parties. Customer must ensure that all and any information which Rena believes to be necessary to the performance of the Contract or about which Customer within the bounds of reasonableness could be deemed to understand to be necessary to said performance, is furnished timely/correctly/completely to Rena. In the event that the information necessary for the performance of the Contract is not furnished timely/correctly/completely to Rena, Rena has the right to suspend performance of said Contract and/or to charge the Customer for any extra costs resulting from the delay. Said charges to be made at the customary rate.

Rena is not liable for loss or damage of any nature whatsoever resulting from Rena's reliance on information provided by Customer.

In the event that it has been agreed that the Contract shall be performed in stages, Rena may suspend performance of those parts belonging to a subsequent stage, until Customer has approved the results of the previous stage in writing.

In the event that work within the scope of the Contract is performed by Rena or by third parties engaged by the Rena on the Customer's premises or at an address designated by Customer, Customer must ensure that all reasonable requests for facilities made by employees are provided free of charge.

Customer indemnifies Rena against any claims by third parties suffering loss or damage arising from the performance of the Contract and which are imputable to the Customer.

Article 4: Prices.

4.1 Unless explicitly stated otherwise by Rena, the prices shown in the Offer and/or in the Contract are:

- based on prices applying at the time of entering into the Contract;
- exclusive of costs of packaging and loading;
- exclusive of VAT and any other possible taxes;
- exclusive of customs levies and duties;
- Ex. Works Incoterms 2010.

4.2 The prices are based on the expectation that the factors which determine prices will remain the same as when the Offer and/or Order acceptance was issued by Rena. In the event of a demonstrable change in the prices charged by a supplier to Rena, and/or a demonstrable change in other factors which determine prices, such as foreign exchange rates, wages, taxation, raw materials prices, etc., after the Offer or after the establishment of the Contract but before delivery of the Goods and/or Services. Rena shall be authorized to amend the agreed prices, regardless of whether or not the aforesaid change could have been



foreseen by Rena at the time the Contract was entered into. Rena will notify the Customer of such amendments in writing at the moment that such changes become known to Rena.

4.3 The amendments referred to in the foregoing paragraph shall not entitle the Customer to cancel the Contract.

#### Article 5: Payment.

5.1 Rena may invoice the Customer for the Goods and/or the Services on or at any time after delivery of the same.

5.2 The invoices sent to the Customer by Rena must be paid within 30 days of the invoice date unless stipulated otherwise in the Contract, in the manner indicated by Rena and in the currency stated on the invoice. The obligation to pay is not suspended in case of objection to the amount on the invoice. Payment shall be made by payment or transfer to a bank account designated by Rena and including VAT. The value date shown on Rena's bank account statements shall count as the date of payment. The Customer shall not be entitled to any discount or set-off or withholding (except for any set off or withholding required by law).

5.3 If the amount due according to the invoice has not been paid on time, the Customer shall automatically be in default, without summons or prior notice of default being required. From the due date of the invoice the Customer shall be liable to pay Rena interest on the overdue amount at a rate of 1.5% per month, part of a month being counted as a whole month.

5.4 If Rena passes an unpaid invoice or part-invoice to a third party for collection, all associated legal and extra-legal costs shall be borne by the Customer. By way of extra-legal costs the Customer shall be liable to pay Rena a minimum of 15% of the principal sum plus interest, with an absolute minimum of Euro 750,00 excluding VAT.

5.5 Rena's claims against the Customer, of whatever nature, shall in any event be payable on demand in the following cases: in the event of failure by the Customer to pay on time; in the event that the Customer is declared bankrupt or has filed an application for bankruptcy, applies for or has been granted suspension of payments; in the event of an application for placement of the Customer under tutelage; in the event of attachment of the Customer's property; or, in the event that the Customer is a natural person, dies, enters into liquidation or announces that it intends to cease or has ceased its business activity; in the event of transfer of the Customer's business or a part of thereof, including the contribution of its business to another business to be newly founded or already in existence.

5.6 Rena shall have the right after the date the Contract has come into existence, to require the Customer to provide security for the compliance by the Customer with its obligations under the Contract, if Rena has good grounds for fearing that the Customer will fail to meet or meet on time its payment obligations to Rena. If and for as long as the Customer refuses or is unable to provide such security in such circumstances, Rena shall have the right to suspend the performance of its obligations under the Contract.

5.7 Rena has the right to accord preference to payments made by Customer first to reduce all costs, subsequently to reduce the sum of interest costs, and lastly to reduce the principal amount and any interest accrued. Rena may without being in breach refuse an offer of payment in the event that Customer allocates a different order of payment in respect of said offer of payment. Rena may refuse repayment in full of the principal sum if said repayment does not include the payable and accrued interest as well as the costs incurred.



#### Article 6: Retention of title and transfer of title.

6.1 All Goods delivered and to be delivered to the Customer by Rena shall remain the property of Rena until the Customer has met all its (financial) obligations under the Contract to Rena in respect of the delivery in question as well as previous deliveries, and has met its obligations to Rena arising from Rena's claims against the Customer for any pre-existing breaches of the Contract.

6.2 Prior to the transfer of title, the Customer is authorized to use or to sell the Goods as part of its normal business operations, but is not authorized to dispose of, encumber with a limited right of security or enjoyment, nor otherwise to impair Rena's right of recovery.

6.3 The Customer shall identify the Goods delivered to it by Rena and store the Goods separately from all other goods held by the Customer so they remain readily identifiable as Rena's property until title has transferred to it pursuant to the provisions of paragraph 6.1.

6.4 The Customer shall cooperate in the drawing up of any document and registration of a retention of title in so far as the legislation that is applicable to the Customer requires this for the validity of a retention of title. In the event that Rena claims the Goods as its property, the Customer shall advise Rena of the location where the Goods are situated and hereby grants Rena permission to enter the relevant sites and premises or to cause them to be entered into in order to recover the Goods.

#### Article 7: Delivery and delivery times

7.1 The Customer is obliged to accept delivery of the Goods delivered to it by Rena. In the event that Customer refuses acceptance or has failed to provide information or instructions that are necessary for delivery, Rena reserves the right to store Goods at the Customer's risk and expense.

7.2 Goods are delivered Ex Works, Incoterms 2010, packaged, unless agreed explicitly otherwise in the Contract.

Rena reserves the right to supply the Goods by way of partial delivery, unless agreed otherwise in writing in the Contract; Rena reserves the right to invoice goods thus supplied separately.

7.3 Quoted delivery times are approximate only and must never be regarded as definite or as a deadline, unless explicitly agreed otherwise in the Contract.

7.4 Rena shall have no obligation to deliver until after the Contract comes into existence, all information and materials necessary for the performance of the Contract and/or Services are in Rena's possession, and any advance payment has been made.

7.5 In the event that Rena does not deliver the Goods and/or Services on the delivery date, the Customer shall not be entitled to compensation, unless the delay is due to a deliberate act or gross negligence on the part of Rena.

7.6 Rena shall have no liability for any delay in delivery or failure to deliver the Goods and/or Services to the extent that such event is caused by a force majeure event (see Article 11).

#### Article 8: Transport and transfer of risk

8.1 Rena can arrange transport of the Goods to be delivered as well as the necessary insurance associated with the transport. However, the Goods will then be transported for the account and at the risk of the Customer.

8.2 The risk of damage to or loss of Goods shall transfer to the Customer from the moment that the Goods are loaded for transport at Rena's loading point.



#### Article 9: Inspection and complaints.

9.1 The Customer shall inspect the Goods delivered immediately after the receipt for quality and quantity which inspection implies the checking whether or not that the quality and quantity of the Goods supplied are in conformity with the Specifications. Any defects observed by the Customer must be notified to Rena in writing within 14 days of receipt of the Goods, stating the nature and extent of the complaints and the order number under which the Goods was/were delivered.

9.2 Following the discovery of any defect, the Customer may no longer use the Goods in question without written permission from Rena. In addition, the Customer must return the Goods in question to Rena packaged in the same way as they were delivered. All Goods must be returned to Rena under a valid Return Material Authorization number (RMA) which has been issued by an authorized employee of Rena. If these provisions are not satisfied, complaints will not be considered.

9.3 Submission of a complaint shall at no time provide grounds for suspension of the payment obligations of the Customer to Rena.

9.4 In the event that a complaint is considered to be well-founded by Rena, and Rena has verified that the Goods are defective and the defect is due to Rena's default, Rena will where possible deliver replacement goods or, if this is not possible, will credit the Customer for the price of the defective Goods already invoiced.

#### Article 10: Warranty and liability.

10.1 Rena warrants for the warranty period as indicated in Article 10.2 the Goods against defects in material and workmanship and that the Goods to be supplied and the Services to be provided correspond with the Specifications. A valid warranty claim cannot be made if Rena is not responsible for the defects or non-conformity.

10.2 In the event that Rena purchases Goods delivered from a supplier or manufacturer who issues a guarantee on those goods to the end user, the guarantee provisions of that supplier or manufacturer shall at all times apply unless agreed otherwise in writing by Rena. In so far as the Goods have been manufactured by Rena, the warranty period will be a period of 12 months from date of delivery unless another warranty term has explicitly been agreed as part of the Contract (3-year, gold or platinum).

In the event that the Customer invokes the warranty, the Goods must be sent to Zundert (De Ambachten 12, 4881 XZ) at the expense and risk of the Customer. If this should be impossible, Rena shall be authorized to charge the costs of travel and travel time of its service engineer to the Customer. Rena is responsible for handling warranty claims. Rena reserves the right to make the final decision on the validity of any warranty claim. The defective Goods together with the accessories, if any and including site information must be sent, within 30 days after discovery, to Rena for diagnostic purposes upon request. All Product returns must comply with the Rena's procedures authorizing the relevant Goods return.

10.3 The warranty referred to in paragraph 10.1 shall not apply to Goods or results of the Services that:

- are subject to wear, such as (but not limited to) maintenance parts, welded parts, etc.
- have been subject to misuse, improper testing, assembly, mishandling, mechanical external stress, or been operated contrary to any instructions from Rena or any other organization relating to the installation, maintenance, operation or operating environment of the Goods or results of the Services, or the use or application of the Goods or results of the Services have been in a manner which is contrary to industry standards relating to use, operation or application of the Goods or results of the Services or other products (in which these are incorporated, used, applied or attached to)
- have not been properly maintained;
- regarding which the technical specifications, product information, installation and user instructions have not been observed for example voltage and temperature are in accordance with the specifications;



- regarding which unqualified repairs have been made;
  - have been damaged by force majeure e.g. fire, flooding, war, lightening, strikes, floods, terrorism, acts of violence or similar events;
  - regarding which, if applicable, faults or fluctuations in the electrical power supply or electrical circuits have occurred;
- and/or
- have been modified.

10.4 On expiry of the warranty period all obligations and liability of Rena in respect of defects in the Goods or results of the Services shall lapse.

10.5 Rena's liability for defective Goods shall be limited solely to repair or replace the defective Goods, or if this is not possible, the issue of a credit note (up to the price of the defective Goods) for the amounts invoiced. In that event, such defect must be brought to Rena's attention immediately in writing and the Goods, or in mutual consultation the portion of the Goods affected, must be sent to Rena immediately for verification. Rena's exclusive obligations with respect to a non-conforming Service shall be, at Rena's option, to re-perform the Service, or to refund to Customer the purchase price paid for the Service.

10.6 Rena's product warranty shall be the only warranty applicable to the Goods and all other warranties or conditions (whether express or implied by statute, common law or otherwise) are hereby excluded including, but not limited to, any warranty or condition as to merchantable or satisfactory quality or fitness of the Goods for a particular purpose, non-infringement of third party rights, including intellectual property rights, and latent defects.

10.7 Limitation of liability. Under no circumstances, whether as result of breach of contract, breach of warranty, tort or otherwise, will Rena be liable for consequential, incidental, special or exemplary damages, including, but not limited to, loss of profits, loss of use or damage to any property or equipment, cost of capital, cost of substitute products, facilities, or services, and downtime costs or claims of claimants'. Rena's liability for all claims of any kind or for any loss or damages arising out of, resulting from or concerning any aspect of this warranty or from Goods delivered or Services provided, shall not exceed the price of the specific Goods or Services which give rise to the claim.

#### Article 11: Force majeure.

11.1 Force majeure means any event beyond Rena's reasonable control, which by its nature could not have been foreseen at the time of entering into the agreement. The following shall in any event, but without limitation, be regarded as force majeure: strikes, sit-down strikes, excessive staff sick leave, transport difficulties, fire, floods, storms, natural disasters, riot, acts of war, fire, water damage, defects to machinery, breakdowns in the energy supply, lack of raw materials, lack of materials, lack of workers, government measures, including in any event import and export restrictions, sales bans, and all other business disruptions as may arise at Rena or its suppliers and/or third parties commissioned by Rena, as well as non-performance by the supplier and/or third parties commissioned by Rena.

11.2 In the event of force majeure Rena shall have the right, without judicial intervention, either to suspend performance of the Contract for the duration of the force majeure, or to dissolve the Contract, without in the latter case being liable to pay any form of compensation or penalty to the Customer.

11.3 In the event that Rena has already partially fulfilled its obligations arising from the Contract when the force majeure takes effect, Rena shall be authorized to invoice the Goods delivered and/or the Services performed, separately and prematurely, and the Customer shall be required to pay these invoices as if they represented a separate transaction.



#### Article 12: Dissolution.

12.1 In the event that the Customer is in breach of any obligation to Rena, and/or in the event that the Customer is declared bankrupt or an application for bankruptcy has been submitted, has been granted or applied for suspension of payments, has lost its freedom of action or that freedom of action has been restricted due to attachment or otherwise, is completely wound up or liquidated or, in the event that the Customer is a natural person, dies, or if Rena becomes aware of circumstances that give Rena good reason to fear that Customer shall fail to perform its obligations under the Contract and/or in the event that the Customer ends or has already ended or transfers or has already transferred its business, Rena shall have the right by the mere occurrence of one of the circumstances referred to, without any warning or notice of default or judicial intervention being required, either to regard the Contract as wholly or partly dissolved, or to demand the return of Goods delivered as its own property, or to demand payment in full of any amount payable to Rena by the Customer, all without prejudice to Rena's rights to compensation and/or to claim damages.

Further Rena has the right to terminate the Contract or ensure termination thereof in the event that circumstances occur of a such nature under which performance of the Contract is impossible or can no longer be required within the boundaries of reasonableness and fairness, or, as the case may be, in the event that other circumstances occur of such a nature that it would be unreasonable to expect the Contract to continue unchanged.

12.2 In order to enable Rena to exercise its right to recover the Goods pursuant to the provisions of the foregoing paragraph, the Customer hereby grants permission to Rena to enter or cause to be entered into the buildings and/or sites where the Goods in question are located.

#### Article 13: Intellectual Property.

13.1 Unless explicitly agreed otherwise, all Intellectual Property Rights which existed in or related to the Goods and/or the results of the Services prior to or are created pursuant to the Contract shall vest exclusively with Rena or its license-holder.

13.2 Rena shall retain the property and copyright in all documents, design, material and/or (electronic) files supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of Rena.

13.3 Rena's Intellectual Property Rights in and relating to the Goods and/or the results of the Services shall remain the exclusive property of Rena, and the Customer shall not at any time make any unauthorized use of such Intellectual Property Rights, nor authorize or permit any of its agents or contractors or any other person to do so.

13.4 With effect from the date of delivery of the Goods and/or the performance of the Services, Rena grants the Customer a non-exclusive right to use the Goods and/or the results of the Services developed and/or designed by Rena. Such license shall be limited to normal use of the delivered Goods and the results of the Services and shall in particular not include the right to reproduce the same in the context of any production process. The Customer undertakes to keep the software, hardware and materials confidential, not to disclose them to or permit their use by third parties, and only to use them for the purpose for which they were made available.

13.5 In the event that Rena has delivered Goods based on designs, and drawings or other instructions or indications from the Customer, the Customer guarantees that this does not infringe any rights of third parties. The Customer indemnifies Rena in respect of all claims by third parties in this regard.



13.6 Rena shall be permitted to take technical measures to protect the software. In the event that Rena has protected the software using technical means, the Customer shall not be permitted to remove or circumvent that protection.

Article 14: Personnel.

During the term of the Contract and for a period of one year after its expiry, the Customer shall not, without the written consent of Rena, employ or otherwise contract directly or indirectly to perform activities or services any persons who performs activities in the employ of Rena or who has performed activities in the employ of Rena where less than a year has expired since the ending of their employment relationship with Rena. In the event that the Customer contravenes the provisions of this Article and refuses to cooperate in reversing that contravention, the Customer shall incur a penalty, payable immediately on demand, of Euro 2.500,00 per day or part of a day that the contravention continues.

Article 15: General.

In the event that one or more provisions of the Contract or of the Conditions should prove not to be legally valid, the remaining provisions shall remain in full force. In such instance the parties will enter into consultation in order to replace the provision in question by a provision which approaches the intention of the parties as closely as possible.

Article 16: Applicable law and disputes.

16.1 The Contract and any dispute or claim arising out of it or its subject matter or formation shall be subject exclusively to Dutch law.

16.2 Any and all disputes or claims arising out of or in connection with the Contract shall in the first instance be submitted to the competent district Court of Breda, the Netherlands.

The Conditions have been filed with the Chamber of Commerce in Breda under number [4508.]