

General Conditions of Delivery



1. Definitions

The following definitions apply to these conditions:

Tender or Offer: any offer issued or made by or on behalf of the Supplier to the - Other Party, also termed proposal;

Supplier: EasyRF, their representatives, proxies and legal successors;

Written/in writing: correspondence by fax or by regular post between the parties;

Producer: the producer or manufacturer of the goods offered by Supplier to the - Other Party;

Conditions: the General Conditions of Delivery in question;

Other Party: each natural person, partnership, legal body or other entity that - enters into or has entered into an agreement with Supplier, or to whom an Offer or proposal is or has been made by or on behalf of Supplier, or to whom or by whose order a delivery is or has been made by or on behalf of Supplier, or by order of or for the benefit of whom one or more services is or has been performed by or on behalf of Supplier.

2. Applicability of the Conditions, titles and language

These Conditions apply to all offers, legal relationships and agreements whereby the Supplier delivers goods and/or services of whatever nature to the Other Party. Departures from these Conditions will only be effective if agreed in writing.

If one or more provisions in the Conditions is or becomes at any time fully or partly void or invalid, this shall not affect the remaining provisions in the Conditions.

The Supplier may during the existence of the legal relationship make requirements for communications between the parties or for legal transactions to take place via digital media.

3. The Offer and realisation of the agreement

Any Offer is without obligation unless a date for acceptance is given in the Tender.

The agreement is realised by a Written offer and a Written acceptance of this offer.

Any sources supplied by or on behalf of the Supplier such as price lists, brochures, catalogues, folders, websites and other data shall only be binding on the Supplier insofar as explicit reference is made in the proposal to data from these sources.

Insofar as the scope of the acceptance test – likewise the order – of the Other Party varies in any point from the offer made by the Supplier to the Other Party, the order shall only be realised at the time that the Supplier confirms the realisation and the content of the agreement in writing and thereby describes precisely the commitments of both parties arising from the agreement.

In the case of work or orders, for which in view of their nature and scope the Supplier does not or has not sent a Tender or proposal or confirmation of order, the agreement shall only be deemed to be realised from the time that the Supplier actually commences implementation of the agreement

or commissions third parties to do so. In this case the invoice shall be deemed to be confirmation of order, which shall also be deemed to report the agreement correctly and fully.

The Other Party shall at the first request from the Supplier provide securities for the punctual satisfaction of his commitments from the agreement to the Supplier.

The Supplier is authorised to engage third parties for the implementation of the agreement and to charge the Other Party for the costs of this in accordance with the rates given in the Tender.

If no agreement is realised, the Other Party shall pay the Supplier any reasonable costs invoiced by the Supplier and necessary for making a proposal.

All information provided in connection with an offer to the Other Party including but not limited to in the form of brochures, catalogues, price lists, folders, correspondence and digital storage media and all data therein or thereby provided including in the form of designs, drawings/illustrations, plans, concepts, models, samples, tables, schemes, databases or calculations shall expressly and exclusively remain the industrial or intellectual property of the Supplier.

4. Secrecy

The Other Party is forbidden to copy any information as defined above either wholly or partially and/or to make it known to third parties in whatever way and or to allow it to be used by third parties and/or to sell it or place it at anybody's disposal.

The Other Party is only permitted to use the data and information insofar necessary for the fulfilment of the agreement. At the first request of the Supplier, and if the agreement is not realised or is cancelled, the Other Party must return all the materials, designs, calculations, information, data, etc., indicated here to the Supplier immediately.

5. Amendments to the agreement

Any entire or partial amendment or cancellation of the agreement may only be made with prior Written agreement from the Supplier.

If the Supplier consents to such amendment or cancellation, the Other Party is obliged in each case to pay the Supplier for the costs of work already undertaken by the Supplier. In the event of such amendment or cancellation the Supplier is permitted to invoice the Other Party for the related costs and to re-establish the delivery and lead times in relation to his commitments under the agreement.

6. Prices

If an offer is without obligation, the price details and rates contained therein shall also be without obligation.

Prices are in euros and exclusive of VAT.

7. Risk

Where the Supplier delivers the goods from stock, the risk of the goods to be delivered by the Supplier to the Other Party transfers to the Other Party from the moment that they are set apart on behalf of the Other Party from the other stock articles in his warehouse.

Where the goods are shipped directly by the Producer or a third party on behalf of the Supplier, the risk of the goods to be delivered by the Supplier to the Other Party transfers to the Other Party, from the moment that they are loaded for transport to the agreed place of delivery.

8. Delivery and delivery time

Irrespective of the moment at which the risk transfers to the Other Party, the moment of delivery shall be deemed to be the same as the moment on which the goods are offloaded or landed at the agreed place. The Other Party must report any shortages, defects and damage in writing directly to the Supplier within 24 hours of the delivery and if nothing is reported then the goods will be regarded as having reached the Other Party in good condition, complete and without damage.

The Supplier is entitled to deliver in instalments (part-deliveries) and to invoice these instalments separately. The Other Party is obliged to settle the separate invoices in accordance with the provisions in Article 18 (Payment and default) of these Conditions. The Supplier is not obliged to be able to supply spare parts after a good is delivered to Other Party, unless this is expressly agreed between the parties and insofar as these parts are still available.

Lead times and delivery dates given in the Tender/proposal for commitments of the Supplier are not absolute deadlines. Delay shall therefore not arise until the Other Party has declared the Supplier in default and granted him a grace period to fulfil his commitments under the agreement. The Supplier is obliged to observe the specified delivery time or delivery period as much as possible, yet shall never be liable if they are exceeded. When they are exceeded the Supplier is not obliged to provide any compensation for damages of whatsoever nature. Exceeding a delivery time or delivery period does not give the Other Party the right to terminate or to dissolve the agreement or to refuse to purchase goods. In cases where a delivery time or period is exceeded excessively the parties must consult with each other to find a solution.

If goods are not purchased by the Other Party within the delivery time or period, or if the Other Party does not observe an agreed call period then the Supplier is entitled to invoice the Other Party for the goods in question and, furthermore, the Supplier is entitled to store these goods at its own discretion at the cost and risk of the Other Party. In the event the Other Party does not purchase or call within the agreed period, the Supplier may at his discretion demand fulfilment by the Other Party or dissolve the agreement, without prejudice to the right of the Supplier in either case to claim damages.

9. Transport and packing

The Supplier shall determine - based on his experience - the method of packaging, transport, shipment, etc., of goods, notwithstanding the provisions concerning the risk in Article 7 (Risk) of these Conditions.

If the Other Party has specific wishes and insofar as the Supplier agrees to these wishes in relation to packaging and/or transport, also including relocation within the business or company site, the Other Party is obliged to settle the costs invoiced for this by the Supplier.

10. Force majeure

None of the parties is obliged to fulfil any obligations, including any guarantee undertakings agreed between the parties, if he is prevented from doing so as a result of force majeure. Force majeure shall also be deemed to denote: (i) force majeure of subcontractors of the Supplier, (ii) failure to properly fulfil obligations by subcontractors that are stipulated by the Other Party, (iii) deficiency of items, equipment, software or materials from third parties whereby said use is stipulated by the Other Party, (iv) governmental actions, perverting execution of the agreement, (v) electricity failure, (vi) failure of the Internet, service providers, computer network or telecommunication facilities, (vii) war, (viii) occupation, (ix) strike, (x) general transport problems and (xi) the unavailability of one or more members of staff, (xii) terrorist attacks or hostage taking, (xiii), epidemics and pandemics, (xiv) financial crisis, (xv) the continues non-functioning of the payment network of the banks concerned.

If a situation of force majeure endures for longer than ninety days, each of the parties shall have the right to dissolve the agreement in writing. Any work already carried out on the basis of the agreement shall in that case be settled pro rata, without the parties owing anything further to one another. The parties shall immediately make payment in connection with this settlement.

If the Supplier wishes to plead force majeure, he shall inform the Other Party of this as soon as practically possible. The consequences of force majeure shall come into effect from the moment that the eventuating circumstance, cause or incident has occurred.

If the Supplier is prevented by force majeure from fulfilling any commitments, on whatsoever legal basis, towards the Other Party and the force majeure is in the opinion of the Supplier temporary or provisional in nature, the Supplier is entitled to postpone implementation of the agreement until the circumstance that causes or caused the force majeure no longer applies.

If the Supplier, as a result of force majeure, is prevented from fulfilling his obligations with regard to one or more of his customers or buyers but not his obligations with respect to all his customers or buyers then the Supplier is entitled to decide himself which of the obligations will be fulfilled and for which customers or buyers as well as the order in which they will be fulfilled.

11. Guarantee/Service

With due observance to the provisions specified elsewhere in these Conditions the Supplier guarantees the quality of the materials used and their promised characteristics as well as the correct working of the goods provided by the Supplier in accordance with the accompanying product specifications.

This guarantee is valid only for new products for a period of twelve (12) months after delivery to the Other Party. A guarantee for goods purchased by the Supplier from third parties is only given if and insofar as it is guaranteed by this third party.

Faults in any goods supplied which fall under the guarantee will, exclusively at the discretion of the Supplier, be rectified or the goods will be replaced if the faults, in the opinion of the Supplier and/or producer, are attributable to construction faults or faults/failings of the materials used as a result of which the goods are unusable by the Other Party for the purpose for which they can reasonably be thought of as intended.

In principle, guarantee work will be performed within the business of the Supplier and during normal working hours. Activities associated with guarantees will only be performed outside normal

working hours if a separate service contract has been entered into and only when and insofar as this is specified in this service contract. The Supplier is entitled to allow guarantee activities to be performed outside his own business if this, in the opinion of the Supplier, is in the best interest of these activities or if the performance of such activities within the business of the Supplier is not reasonably possible or desirable.

All guarantee agreements lapse if the Other Party himself makes changes and/or repairs to the product supplied or allows them to be made, or if the good supplied has not been or is not being used or treated exactly according to the supplied or applicable (manufacturer's) directives or the user instructions, or is being used or treated injudiciously in any other way, or if a software change has been made in or with regard to the product by a party other than the Supplier, or if the good supplied has been or is being used or applied for purposes other than for which it is intended, or if the good supplied has been or is being used in a way which the Supplier could not reasonably have expected. If the Other Party fails to fulfil one or more of his obligations then the Supplier is released from his guarantee obligations. Satisfying the guarantee obligation shall be deemed to be the only and complete compensation.

12. Right of retention and formation of an item

If and for so long as the Other Party has not satisfied his obligations towards the Supplier then the Supplier has the right to retain all goods in his possession which have come from the Other Party or have come on behalf of the Other Party, no matter the origin or reason. In the event the Supplier exercises his right of retention in relation to certain goods, the Other Party has no right to any reimbursement in the event of full or partial destruction or loss of the goods and/or damage to the goods beyond the liable fault of the Supplier. The risk for the goods remains with the Other Party throughout the period that the Supplier exercises his right of retention. If the Other Party forms a new item from part-items delivered by the Supplier, the Other Party forms the new item for the Supplier until the Other Party has settled all sums owed on grounds of the agreement; in that case the Supplier has all rights as owner of the item thus formed until the Other Party settles in full.

13. Ownership reservation

Without prejudice to the provisions in Article 7 (Risk) of these Conditions regarding the risk and the transfer thereof, all the goods supplied by or on behalf of the Supplier remain the property of the Supplier until the moment that the debt owed by the Other Party to the Supplier has been settled in full, this debt likewise including the amount that the Other Party has owed the Supplier since the realisation of the agreement inclusive of all interest and costs.

At the first request from Supplier the Other Party must authorise the immediate return of the goods which have not yet been fully paid for, wherever these may be.

14. Liability of the Supplier

The total liability of the Supplier on account of a liable failing in the fulfilment of the agreement or for any other reason, including any failing in the fulfilment of a guarantee undertaking agreed between the parties, is limited to reimbursement of direct losses to a maximum sum of the price (excl. VAT) stipulated in the agreement.

Notwithstanding the provisions in the preceding clause, the liability of the Supplier is limited to the amount paid out or covered by the insurance. The liability of the Supplier is excluded for:

consequential or indirect losses;- lost profits, lost economies, loss of goodwill, losses due to business stagnation;- losses as a result of liability to customers of the Other Party;- losses in relation to the use of items stipulated by the Other Party, including but - not limited to installations, tools, machines, materials or data, information or software of third parties; losses in relation to the engagement of subcontractors stipulated by the Other Party. - Also excluded is the liability of the Supplier for the charges, destruction or loss of data or documentation. The exclusions and restrictions of the liability of the Supplier, as described in the preceding clauses of this Article, shall not affect the other exclusions and restrictions of liability of the Supplier on the grounds of these Conditions. The exclusions and restrictions indicated in Articles 14 (Liability of the Supplier) lapse if and insofar as the losses are the consequence of intentional or deliberate recklessness of the Supplier's management.

Unless fulfilment by the Supplier is permanently impossible, the liability of the Supplier for liable failing in the fulfilment of an agreement shall only arise if the Other Party declares the Supplier in default in writing without delay, granting a grace period for the rectification of the failing, and the Supplier has still failed to meet his obligations after the period. Declaration of default must contain as full and detailed a description as possible of the failure so that the Supplier may respond adequately. A condition for any right to compensation arising is always that the Other Party notifies the loss to the Supplier in writing as quickly as possible after it arises. Any claim that the Other Party has on the Supplier shall lapse by the simple elapsing of twelve months from the date on which the claim arises, and in any case after the elapsing of three years from the delivery by the Supplier, irrespective of the legal grounds of the claim.

The Other Party exempts the Supplier from all losses arising from the liability of third parties owing to product liability as a result of a fault in a product, installation or system that is delivered by the Other Party to a third party and that partly consists of equipment, software or other materials delivered by the Supplier, unless and insofar as the Other Party proves that the loss is caused by the equipment, software or other materials.

The provisions in this Article and all other restrictions and exclusions of liability given in the Conditions shall also apply in favour of all (legal) persons on whom the Supplier calls in the implementation of the agreement and in favour of the concern of which he/she or they form(s) part.

With regard to goods and services which the Supplier has obtained from a third party, the (contractual and/or guarantee) provisions applicable to the agreement in question shall also apply to the agreement between the Supplier and the Other Party, if and insofar as the Supplier invokes this.

15. Claims

Notwithstanding the provisions in Article 8 (Delivery and delivery time) the Supplier shall only accept claims for processing if it receives them from the Other Party in Written form within eight (8) days of delivery. For hidden faults, claims are only possible within the guarantee period. Claims with regards to goods for which a test or inspection takes place must be made immediately on the date of testing or inspection and at the place where this testing or inspection occurs and then confirmed at once to the Supplier in writing. Claims can only be handled when the nature and grounds for the complaints are stated precisely. Claims regarding invoices must be lodged in writing with the Supplier within eight (8) days of the date of the invoice.

If the Other Party does not claim within the applicable period or does not do so in the required way, the delivery shall be deemed to comply fully with the agreement and to be irrevocably

accepted and approved by the Other Party; an invoice against which no claim has been lodged in the required manner within the period of eight (8) days specified in Article 15 (Claims) will be regarded as having been unconditionally accepted and approved by the Other Party.

If the Supplier regards a claim with regard to goods supplied to be legitimate, then the Supplier is only obliged to replace or repair the unsound goods, the Other Party will have no right to any compensation.

Lodging a claim never discharges the Other Party from his payment obligations towards the Supplier.

Return of the delivery or any part thereof to the Supplier, may only take place with express prior Written consent and shipment instructions from the Supplier to the Other Party.

16. Permits

The Other party is responsible for ensuring that all permits, concessions, licences, consents and so forth that might be necessary for the Supplier to deliver the goods sold or for the Supplier to fulfil his obligations, are obtained on time and in the correct form; the costs associated with obtaining such permits, concessions, licences, consents and so forth are for the Other Party. The absence of any permits, concessions, licences, consents and so forth as indicated in Article 16 (Permits) shall be considered as a liable failing (failure) on the part of the Other Party and shall not exempt the Other Party from any of his commitments towards the Supplier, nor can it be a reason for the postponement of the fulfilment of any obligation the Other Party has towards the Supplier.

The Other Party is liable for all losses which directly or indirectly may be caused by the absence of any permits, concessions, licences, consents and so forth as indicated in Article 16 (Permits) and the Other Party indemnifies the Supplier against claims and demands connected with such losses.

17. Intellectual or industrial property rights

All right of intellectual and industrial ownership to the software, databases, diagrams, equipment, installations, solutions, analyses, designs, documentation, reports, proposals, and preparatory materials for the same developed or made available by the Supplier for the Other Party, remains exclusively with the Supplier, his licensors or his subcontractors. The Other Party only receives the usage rights that are expressly assigned in the Conditions and the law. These usage rights are non-exclusive and non-transferable to third parties. Any other or further right of the Other Party is excluded.

If, contrary to expectation, a good sold by the Supplier to the Other Party in The Netherlands infringes an industrial or intellectual ownership right of a third party and the Other Party is held liable, then the Other Party is obliged at once to inform the Supplier in writing of the situation. In this case the Supplier has at his discretion either to supply the right to use that good to the Other Party, or to modify the good in such a way that there is no further infringement, or to deliver a replacement good that does not infringe the right, or once he receives the good back to repay to the Other Party the purchase price less a reasonable payment for the period that the Other Party had the good at his disposal. With regard to infringements of industrial and intellectual property rights outside The Netherlands the Other Party can make no claim or demand whatsoever against the Supplier. The Supplier is not liable for the infringement of any right of industrial or intellectual ownership or of any other exclusive right which is the consequence of: any change of or to a good sold or delivered by or on behalf of the Supplier; - any use of such a good; - any application of such

a good other than that recommended by the Supplier or - expected or assumed by the Supplier; integration with or use or application in combination with goods not sold and - delivered by or on behalf of the Supplier; a software modification which is not carried out by or on behalf of the Supplier.

18. Payment and default

The Other Party shall pay invoices in accordance with the terms of payment given on the invoice. If no specific conditions are stated on the invoice, the Other Party shall pay within thirty days of the given date of invoice. The Other Party is not entitled to offset or delay payment. The date on the Supplier's bank or giro statement when the payment is recorded as received applies as the date on which the payment has occurred. Any payment by the Other Party shall go in the first place towards settlement of any interest he owes and towards any costs of collection and administrative costs owed to the Supplier, and then towards settlement of the outstanding claims in order of age, therefore commencing with the oldest outstanding claim. If the Other Party does not settle sums owed to the Supplier punctually, the Other Party shall without a warning or declaration of default being necessary also owe the outstanding amount of statutory interest. If following reminder to pay, warning or declaration of default the Other Party still fails to fulfil his payment obligations within a reasonable period he shall by rights be in default. From that moment the Supplier may pass the claim on for collection. Once the claim is passed on the Other Party is obliged besides the initial costs to reimburse the Supplier for the actual legal costs of the Supplier and the actual extra-judicial costs including the costs charged by external experts.

19. Ending an agreement

In the event a party is in default, this entitles the counterparty to dissolve all or part of the agreement notwithstanding the entitlement to claim for fulfilment. The Supplier is in the event of dissolution not obliged to pay any compensation. The Supplier may without declaration of default dissolve the agreement with immediate effect in the event the other party is declared bankrupt, cedes property, is granted surseance of payment, in the event that all or part of the assets of the counterparty are seized or in the event that the counterparty's enterprise is liquidated or wound up.

If a party terminates or dissolves an agreement in accordance with the provisions of this Article then the amount that the Other Party owes to the Supplier at the moment of termination or dissolution remains as the full debt and the Other Party will be liable to pay interest and costs according to the provisions of these Conditions, without prejudice to the right of the Supplier to demand damages, to make use of the rights arising from ownership retention, to take other (legal) measures and other rights due to the Supplier.

20. Cancellation by Other Party

If the Other Party wishes to cancel an order he has issued and Supplier consents to this, the Other Party shall owe the Supplier for the costs of cancellation. The costs of cancellation are expressed as a percentage of the amount connected with the agreement and depend on work meanwhile undertaken by the Supplier to implement the agreement, the nature or type of services and goods to which the order relates, and the costs that he has incurred up to the moment of cancellation.

In the event of cancellation as indicated in this Article the Supplier is never obliged to reimburse any losses of the Other Party.

21. Applicable law and disputes

Dutch law shall apply to all Offers and agreements entered into by or on behalf of the Supplier.

22. Validity

If any provision in these Conditions is not completely valid or only partially valid and/or not enforceable as a result of any legal directive, judicial judgement or any directive, decision, recommendation or measure from any local, regional, national or supranational authority or body or otherwise then this will have no effect on the validity of the other provisions in these Conditions.