

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY, SERVICES AND PAYMENT

of **RF Heating Consult BV**, a private limited liability company incorporated under the laws of the Netherlands, having its registered office at St. Janstraat 13, 5525 BH Duizel, the Netherlands.

ARTICLE 1 – APPLICABILITY OF THESE TERMS AND CONDITIONS

1.1 These General Terms and Conditions shall apply to all quotations, offers, agreements, deliveries and services provided by RF Heating Consult BV (hereinafter referred to as the "Contractor") to its customer (hereinafter referred to as the "Client"), unless otherwise expressly agreed in writing.

1.2 Any general terms and conditions or purchasing conditions applied by the Client are hereby expressly rejected and shall not apply unless expressly accepted by the Contractor in writing.

ARTICLE 2 – QUOTATIONS AND OFFERS

2.1 All quotations, offers, information contained in advertisements, catalogues, brochures and other printed or electronic publications issued by the Contractor are non-binding unless expressly stated otherwise in writing.

2.2 Unless otherwise stated, all prices are quoted Ex Works (EXW) from the Contractor's warehouse or workshop.

2.3 Offers relating to goods available from stock are subject to prior sale.

2.4 All technical data, drawings, specifications, software, computer programs and other information supplied by the Contractor in connection with quotations and/or offers shall remain the exclusive property of the Contractor. Such information shall not be disclosed to third parties, reproduced or copied without the Contractor's prior written consent.

2.5 Unless expressly stated otherwise, quotations and offers relating to components or spare parts do not include any services, including but not limited to assembly, installation or commissioning work.

2.6 A quotation or offer shall remain valid for a period of thirty (30) days from the date on which it is communicated to the Client. Upon expiry of this period, the Contractor shall no longer be bound to honour the quotation or offer.

2.7 The Contractor reserves the right to refuse any order without being obliged to state the reasons for such refusal.

2.8 The quotation or order confirmation shall be deemed to accurately and completely reflect the agreement between the parties. If, due to the nature, scope or urgency of the assignment, no quotation or order confirmation has been or could reasonably have been issued, the Contractor's invoice shall be deemed to constitute the order confirmation.

ARTICLE 3 – FORMATION OF AGREEMENTS

3.1 An agreement shall come into existence only upon the earliest of:

- a. written confirmation of the order by the Contractor, in any form whatsoever;
- b. acceptance of the Contractor's offer by the Client in any manner whatsoever; or
- c. commencement of performance of the agreement by the Contractor.

3.2 Where agreements or amendments thereto have been confirmed in writing by the Contractor, the Contractor shall only be bound by such agreements or amendments to the extent and in the manner expressly confirmed.

3.3 Agreements, amendments or additions made by employees of the Contractor or by intermediaries acting on behalf of the Contractor shall only be binding if and insofar as they have been confirmed in writing by the Contractor.

3.4 The Client may request amendments to the agreement, provided such requests are submitted in writing and in a timely manner. The Client shall confirm all amendments in writing. Amendments communicated verbally or by telephone shall be entirely at the Client's risk.

3.5 Any increase or decrease in costs resulting from amendments referred to in the preceding paragraph shall be charged or credited on the basis of the prices applicable at the time the amendment is implemented.

ARTICLE 4 – DELIVERY

4.1 Delivery shall take place Ex Works (EXW) from the Contractor's warehouse or workshop, at the Contractor's discretion, unless otherwise agreed in writing.

4.2 Delivery times are estimates only and shall not constitute binding deadlines. The Contractor shall use reasonable efforts to meet the estimated delivery dates, provided that the Contractor is able to perform its activities under normal circumstances and that all necessary materials are made available to the Contractor in a timely manner. Any delay in delivery shall not be unreasonably excessive under the circumstances.

4.3 In the event of a delay in delivery, the Contractor shall fulfil its obligations as soon as reasonably practicable, unless such delay results from Force Majeure.

4.4 Goods not collected or accepted by the Client after expiry of the agreed delivery period shall remain available to the Client and shall be stored at the Client's expense and risk.

4.5 Upon delivery, the Client shall immediately inspect the goods for shortages, defects and transport damage. Any shortages or damage shall be recorded on the delivery note at the time of delivery.

ARTICLE 5 – RETENTION OF TITLE

5.1 All goods supplied by the Contractor shall remain the exclusive property of the Contractor until all present and future claims of the Contractor against the Client, arising from any agreement whatsoever, have been paid in full. Until such time, the goods shall remain at the Client's risk.

5.2 If the Client fails to fulfil any obligation arising under the agreement, these General Terms and Conditions or otherwise, the Contractor shall be entitled, without prior notice of default, to repossess the goods subject to retention of title.

5.3 The Client shall immediately notify the Contractor in writing if any third party asserts or intends to assert rights in respect of goods that remain subject to the Contractor's retention of title.

ARTICLE 6 – PARTIAL DELIVERIES

6.1 Where an agreement relates to the supply of multiple goods, the Contractor shall be entitled to deliver the goods either in full or in partial deliveries. In such event, the Contractor shall be entitled to invoice each partial delivery separately, and the payment terms set out in **Article 7** shall apply to each such invoice.

ARTICLE 7 – PAYMENT TERMS

7.1 Unless expressly agreed otherwise in writing, payment shall be made upon delivery, less any advance payment or deposit already received. Where the Contractor issues an invoice, payment shall be made within fourteen (14) days from the invoice date.

7.2 The Client shall be deemed to be in default, without any prior notice of default or other formal demand being required, if the Client fails to fulfil any payment obligation or any other obligation arising from the agreement, these General Terms and Conditions or applicable law, or fails to do so in a timely manner.

7.3 Any payment made by the Client shall first be applied towards the settlement of the oldest outstanding invoice.

7.4 Any outstanding amount, whether in whole or in part, shall become immediately due and payable if the Client:

- a. fails to pay any amount by the agreed due date;
- b. is declared bankrupt or files for bankruptcy;
- c. applies for or is granted a suspension of payments;
- d. becomes subject to guardianship, administration or comparable insolvency proceedings;
- e. is subject to any attachment or seizure of its assets or receivables; or
- f. dies or enters into liquidation.

7.5 If payment of an invoice has not been received within fourteen (14) days of the invoice date, the Contractor shall be entitled to charge default interest at the rate of one per cent (1%) per month, calculated retroactively from the invoice date. Any part of a calendar month shall be deemed to constitute a full month for the purpose of calculating such interest.

7.6 In addition to the principal amount and any default interest, the Client shall reimburse all judicial and extrajudicial costs incurred by the Contractor as a result of the Client's failure to pay or late payment. Extrajudicial collection costs shall be fixed at 15% of the outstanding principal amount, subject to a minimum of EUR 250.00, exclusive of any applicable VAT. Such costs shall become payable from the moment the Client has been notified of its default in any manner whatsoever.

7.7 Unless the Client proves otherwise, the Contractor's books and records shall constitute conclusive evidence of the amounts owed by the Client.

7.8 If the Client remains in default of its payment obligations, the Contractor shall be entitled to suspend or cancel any further performance of the agreement.

7.9 Upon the Contractor's first written request, the Client shall provide adequate security for the fulfilment of its payment obligations. Should the Client fail to provide such security, the Contractor shall be entitled to suspend or cancel any further performance until adequate security has been provided.

ARTICLE 8 – TERMINATION AND CANCELLATION

8.1 The Client shall only be entitled to terminate the agreement where a statutory ground for termination exists.

8.2 Cancellation of an order by the Client shall only be effective with the Contractor's prior written consent. If the Contractor agrees to such cancellation, the Contractor shall be entitled to charge the Client 10% of the total contract value as compensation for loss of profit. In addition, the Client shall reimburse all costs already incurred by the Contractor in connection with the order. In the event of cancellation, the Client shall not be entitled to claim delivery of any goods supplied or services performed prior to the cancellation.

ARTICLE 9 – LIABILITY

9.1 The Contractor shall not be liable for any direct or indirect damages of whatever nature arising from defects in goods supplied or services rendered, except where such liability cannot legally be excluded under mandatory applicable law.

9.2 The Contractor shall not be liable for any damage caused by its employees or by third parties engaged by the Contractor, unless such damage results from wilful misconduct or gross negligence of persons for whose acts the Contractor is legally responsible.

9.3 Under no circumstances shall the Contractor's total liability exceed the invoiced value of the goods supplied or services performed giving rise to the claim, subject to an absolute maximum liability of EUR 5,000 per event.

ARTICLE 10 – FORCE MAJEURE

10.1 If the Contractor is prevented from performing its obligations due to Force Majeure, the Contractor shall be entitled to terminate the agreement, in whole or in part, without being liable to pay any compensation whatsoever.

10.2 For the purposes of these General Terms and Conditions, Force Majeure shall include, but shall not be limited to, any circumstance beyond the reasonable control of the Contractor, including war or threat of war, natural disasters, adverse weather conditions, strikes, illness affecting the Contractor's business or that of its suppliers, delays in delivery by suppliers, incorrect deliveries by suppliers, and any other comparable circumstance beyond the Contractor's control.

10.3 Where the Force Majeure event is temporary in nature, the Contractor shall be entitled to suspend the performance of its obligations until such Force Majeure event has ceased.

10.4 If the Contractor has already performed part of its obligations before the Force Majeure event occurred, the Contractor shall be entitled to invoice the goods delivered and/or services performed prior to the occurrence of the Force Majeure event.

ARTICLE 11 – TRANSPORT

11.1 Unless delivery carriage paid and insured has expressly been agreed in writing, all transportation of goods shall be at the Client's sole risk.

ARTICLE 12 – INDEMNIFICATION

12.1 The Client shall fully indemnify and hold harmless the Contractor against any and all claims, liabilities, damages, losses, costs and expenses asserted by third parties in connection with goods supplied or services performed by the Contractor.

12.2 The Client shall further indemnify and hold harmless the Contractor against any third-party claims arising from or relating to the infringement of any intellectual property rights, including but not limited to copyrights, patents and similar rights, resulting from drawings, designs, specifications, software, computer programs or other information provided by the Client to the Contractor.

ARTICLE 13 – WARRANTY

13.1 No warranty shall be provided by the Contractor in respect of the goods supplied or services performed unless:

- a. the relevant goods are covered by a manufacturer's warranty; or
- b. the Contractor and the Client have expressly agreed upon a warranty in writing.

ARTICLE 14 – COMPLAINTS

14.1 Any complaints concerning delivered goods shall be submitted to the Contractor in writing within eight (8) days after delivery. Failing such notification, the goods shall be deemed to have been accepted by the Client in good order and in conformity with the agreement.

14.2 The Client shall not be entitled to assert any claim against the Contractor after the Client has used, processed, modified or resold all or part of the delivered goods.

14.3 The submission or handling of any complaint shall not relieve the Client of its obligation to pay any outstanding invoices when due.

ARTICLE 15 – TESTING

15.1 Unless otherwise agreed, testing of the goods shall be carried out at the Contractor's factory in accordance with the Contractor's standard testing procedures.

15.2 Testing of services performed shall take place at the location where such services have been carried out.

15.3 The Client shall only be entitled to require special testing procedures or testing at a location other than the Contractor's premises where this has been expressly agreed in writing. Should the Client wish to be present during such testing, the Client shall notify the Contractor thereof in a timely manner.

15.4 Where applicable, a test report shall be prepared. If the outcome of the test results in rejection of the goods or services, the Contractor shall be afforded a reasonable opportunity to repair or replace the goods or rectify the services, following which the goods or services shall be submitted for retesting within a reasonable period.

15.5 Any additional costs arising from special testing procedures, testing at another location or delays not attributable to the Contractor shall be borne by the Client and shall be invoiced accordingly.

ARTICLE 16 – PRICE ADJUSTMENTS

16.1 Any increase in the cost of materials or semi-finished products required for the performance of the agreement, as well as any increase in taxes, duties or other charges imposed by governmental authorities after the conclusion of the agreement, may be passed on to the Client.

16.2 If the price of the materials or semi-finished products to be supplied is increased within three (3) months after the agreement has been concluded but prior to delivery of the goods, the Client shall be entitled to terminate the agreement.

ARTICLE 17 – ADVICE AND INFORMATION RELATING TO THE GOODS

17.1 Any advice, technical information and data provided by the Contractor are supplied without obligation and to the best of the Contractor's knowledge and belief.

17.2 The Contractor accepts no liability whatsoever in respect of any advice, technical information or data supplied to the Client.

17.3 The Client shall remain solely responsible for determining whether the goods supplied are suitable for the intended purpose and shall conduct its own investigations in this regard.

ARTICLE 18 – CE MARKING AND LIABILITY

18.1 Unless expressly agreed otherwise in writing, the Contractor shall not be responsible for obtaining, arranging or affixing CE marking to any goods, machinery, installations, components, assemblies or systems supplied.

18.2 Where the Contractor supplies components, parts, engineering services, consultancy, installation, commissioning or any other services in connection with a machine, installation or assembly, responsibility for ensuring the final product's compliance with all applicable laws and regulations—including, but not limited to, the Machinery Directive, the Machinery Regulation, the Electromagnetic Compatibility (EMC) Directive, the Low Voltage Directive, and any other applicable CE legislation—shall rest exclusively with the Client or, where applicable, the Client's end customer or the manufacturer.

18.3 Under no circumstances shall the Contractor be liable for any damages, costs, fines, delays or consequential losses arising out of or relating to the absence of CE marking, incorrect CE marking, incomplete technical documentation, risk assessments, operating instructions, declarations of conformity or any other compliance documentation.

18.4 Where the Client requests the Contractor to perform services relating to CE marking or regulatory compliance, such services shall only be carried out pursuant to a separate written agreement explicitly defining the scope of the services, the respective responsibilities of the parties and the allocation of liability.

18.5 The Client shall fully indemnify and hold harmless the Contractor against any and all claims, demands, liabilities or proceedings brought by third parties, regulatory authorities or end users arising out of or relating to CE marking, product safety or the statutory conformity of the supplied or assembled machinery, installation or application.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 Any dispute arising out of or in connection with quotations, offers, agreements, deliveries or services performed by the Contractor shall be submitted exclusively to the competent civil court having jurisdiction in the district where the Contractor has its registered office or principal place of business, unless the Client is a private individual who, under mandatory law, is entitled to object to such jurisdiction.

ARTICLE 20 – GOVERNING LAW

20.1 All quotations, offers, agreements, deliveries and services governed by these General Terms and Conditions shall be exclusively governed by and construed in accordance with the laws of the Netherlands.

20.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.