

**Article 1, Definitions**

These general terms and conditions use the following definitions:

A: Supplier: the sole proprietorship ABA Electronics in Ellecom.

B: Counterparty: the contract party of the sole proprietorship ABA Electronics

**Article 2, Applicability**

2.1 All quotations are issued subject to the applicability of these general delivery and payment conditions, which govern both the quotation and its acceptance, as well as the contract concluded in this manner.

2.2 All quotations have a period of validity of one month, unless the quotation indicates otherwise. All other statements and offers are entirely non-binding, if and insofar as the supplier has not specified a period in writing during which the offers will be binding to it. Non-binding are all data listed in images, brochures, catalogues and/or the technical details or drawings and/or calculations and other data provided by the supplier.

2.3 An agreement will be concluded once the supplier has accepted the contract. With respect to the conclusion of an agreement, the supplier can only be represented by staff affiliated with the supplier, or with respect to acceptances on behalf of the supplier, by its representatives, agents, or other intermediaries.

2.4 The counterparty accepts that the supplier will have the agreement executed by third parties subject to its responsibility. The applicability of Article 7:404 and Article 7:407(2) DCC is excluded.

2.5 The invoice will be considered as the contract confirmation with respect to deliveries and/or services for which no quotation and/or order contract confirmation is provided due to their nature.

**Article 3, Amendments**

3.1 Amendments to the agreement and deviations from these general delivery and payment conditions will only be effective if they have been agreed in writing between the supplier and the counterparty.

3.2 The price estimates and quotations are based on the (raw) material prices, exchange rates, interest costs, wages, wage costs, social levies, government levies, shipping costs, insurance premiums, and taxes in force at the time of the offer or on the date of the order. Any increases to these costs factors that take place between the acceptance of the order and the moment of delivery will be borne by the counterparty. The supplier has the right to increase the indicated or agreed price accordingly with due observance of any relevant statutory provisions.

3.3 If the parties cannot reach an agreement on the price or the price amendments, a dispute between the parties will exist, which will be governed by Article 17 of these general delivery and payment conditions.

**Article 4, Quality and description**

4.1 The supplier undertakes vis-à-vis the counterparty to provide the goods or services as set out in the description, quality, and quantity as set out in detail in a (potentially later amended) quotation.

4.2 The supplier undertakes vis-à-vis the counterparty to provide goods or services to it that:

A: Have been created using sound materials and are of sound construction;

B: Offer the performance (capacity, effectiveness, speed, finish, etc.) as set out in the quotation; which means that this performance may deviate from any samples or models made available or provided by the supplier and/or counterparty. Models, samples, or examples will only be assumed to have been shown or provided by way of indication: the condition of the products to be delivered may deviate from the sample, model, or example, unless explicitly indicated in the quotation that the delivery will take place in accordance with the shown or provided sample, model, or example.

4.3 The supplier guarantees that the products are suitable for the purpose for which the counterparty wants to use them in accordance with the quotation.

4.4 The supplier will deliver the products to be developed and/or the services to be provided to the counterparty in accordance with the specifications set out in writing. If and insofar as no explicit and written agreements have been made about the condition of the products to be delivered, the counterparty can only claim a condition that is in line with what is common in the industry.

**Article 5, Packaging and shipment**

5.1 The supplier undertakes vis-à-vis the counterparty to properly package the products (unless the nature of the products opposes this) and to secure these in such a manner that they reach their destination in good condition using regular transport. The supplier must arrange a common transport insurance.

5.2 The products will be delivered by the supplier or shipped to the agreed location in the manner determined in the order or agreed later.

5.3 If the supplier has made pallets, crates, containers, and the like available, or has made these available through a third party – potentially with the provision of a deposit, the counterparty is required (unless it concerns single-use packaging) to return these pallets and the like to the address specified by the supplier, failing which the counterparty will owe compensation to the supplier.

5.4 All deliveries will take place postage paid, unless the supplier indicates otherwise on the invoice or in any other manner. The products will be for the risk of the counterparty from the moment of delivery. The moment of delivery will be the moment on which the products are ready for shipping.

5.5 Unless agreed otherwise, the delivery will be made to the place of residence or place of establishment of the counterparty.

5.6 The counterparty must verify the quantity of and/or the presence of any damage to the delivered products immediately after delivery. This also applies once the supplier has informed the counterparty that the products are available.

5.7 Any shortcomings in or damage to the delivered products or their packaging identified by the counterparty upon delivery of the products must be recorded on the delivery slip, the invoice and/or the delivery documents, failing which the counterparty will be deemed to have received and approved the delivered product in sound condition. Any corresponding complaints will not be accepted.

5.8 The counterparty will not be able to invoke or derive any rights from shortcomings that were not visible at the moment of delivery if:

A: The products have been processed;

B: The products have not yet been processed and the counterparty has not contacted the supplier in writing with an accurate specification of the nature and ground of the complaints within eight days of the discovery of the complaint or the moment at which the complaint could have been discovered had the counterparty been properly observant.

5.9 The counterparty is required to cease the use of the product in question after submitting a complaint in order to avoid any further complications for the supplier.

5.10 If the complaint is considered valid by the supplier and accepted, the supplier will only be required to replace the improper products without the counterparty being able to exercise any right to compensation in whatever form.

5.11 The fact that the counterparty has submitted a complaint does not release it from its payment obligation vis-à-vis the supplier.

5.12 Delivered products can only be returned by the counterparty after prior written permission of the supplier subject to conditions to be determined by it.

5.13 Without prejudice to the provisions above, complaints must also be submitted to the supplier within eight days of the delivery date or invoice date, on pain of forfeiture of the admissibility of the complaint of the counterparty.

5.14 Unless explicitly stipulated otherwise in writing, the supplier has the right to deliver the products of third parties. In this case, the provisions of this article will also apply with respect to the products of third parties.

**Article 6, Storage**

6.1 If the counterparty is not able to accept the products at the agreed time for any reason and these products are not ready for shipping, the supplier will, if its storage capacity permits, store and secure the products at the request of the counterparty and take all reasonable measures to prevent deterioration of their quality until they have been delivered to the counterparty.

6.2 The counterparty is required to pay the storage costs of the supplier based on the usual rates of the supplier, or, if the supplier has no usual rates, based on the rates common in the industry, from the moment on which the products are ready for shipping, or, if this is later, from the delivery date set out in the agreement.

**Article 7, Transfer of ownership and risk**

7.1 Without prejudice to provisions 7.2 and 7.4 of this article, the ownership and risk of the products will transfer to the counterparty upon delivery.

7.2 As long as the counterparty has not yet paid the full agreed amount with any additional costs or has provided corresponding security, the supplier reserves the ownership of the products. In this case, the ownership will transfer to the counterparty once it has met all its obligations vis-à-vis the supplier.

7.3 If the supplier has reasonable doubts concerning the payment capacity of the counterparty, the supplier will have the right to suspend the delivery of the products until the counterparty has provided security for the payment. The counterparty is liable for any damage suffered by the supplier as a result of this suspension.

7.4 If the supplier suspends the delivery of the products at the request of the counterparty in accordance with the provisions of Article 5, the products will remain the property of the supplier and for its risk until the products have been delivered to the counterparty at the location(s) referred to in Article 5(2).

**Article 8, Time of delivery**

8.1 The supplier will deliver the products at the moment of or immediately after the delivery period determined in the agreement. If a delivery period has been agreed on, this period will start on the date on which the supplier confirmed the acceptance.

8.2 Exceeding the delivery period can never lead to a default of the supplier vis-à-vis the counterparty or cancellation of the order. In this case, the supplier will never be liable for delay damages, whatever called.

8.3 The supplier will consult the counterparty if the delivery periods are exceeded. If the periods are exceeded significantly, this can be considered a ground for dissolving the agreement.

8.4 If the products have not been accepted by the counterparty after the expiry of the delivery period, the supplier has the right to inform the counterparty in writing that it will specify a period within which the overall amount of the products and/or services must be accepted, which summons must be observed by the counterparty within eight days, failing which the supplier may store the products at the expense of the counterparty, while the supplier has the right the claim full payment immediately after the summons.

8.5 The period after the summons referred to in the previous paragraph to be indicated by the counterparty will be at least forty-eight hours and two months or as much as shorter as desired by the supplier, with the proviso that the period to be specified by the counterparty will never be shorter than the agreed delivery period. The supplier will never be liable vis-à-vis the counterparty for operational damage or any other damage, direct or indirect, due to storage as referred to above.

8.6 If no delivery period has been agreed on, the supplier can decide that the end of the delivery period is today and immediately invoke provisions 8.4 and 8.5. Upon the end of the acceptance period referred to in 8.4 or the end of the summons period referred to in 8.4, the delivery will be considered to have taken place and payment linked to this delivery will be immediately exigible.

**Article 9, Force majeure**

9.1 The delivery period referred to in Article 8 will be extended by the period during which the supplier is prevented from fulfilling its obligations due to force majeure.

9.2 Force majeure experienced by the supplier will be considered to exist if the supplier is prevented from fulfilling its obligations arising from the agreement or from carrying out the preparations thereof due to war, the risk of war, civil war, terrorism, civil unrest, vandalism, water damage, floods, work strikes, company occupation, lockout, import and export restrictions, all government measures, defect machinery, disruptions in the delivery of electricity, which situations may occur both at the company of the supplier and at third parties from whom the supplier must fully or partially purchase required materials, as well as during storage or transport, whether or not under its own

management, and all other causes that arise beyond the attributability or control of the supplier.

9.3 If a delivery is delayed by more than 90 days due to force majeure, both the supplier and the counterparty will have the right to consider the agreement to have been terminated. In this case, the supplier will only be entitled to compensation for any costs it has incurred.

9.4 If force majeure occurs while the agreement has already been partially executed, the counterparty is required to keep that part of the products that has already been delivered and to pay the corresponding price if the remaining delivery is delayed by more than 90 days due to force majeure, unless the counterparty can demonstrate that the already delivered part of the products can no longer be used effectively by the counterparty due to the failure to deliver the remaining products. If the remaining products can still be delivered, albeit with a delay, the counterparty will be required to pay the complete invoice within the regular payment period after receipt of all products. The agreement cannot be destroyed or dissolved based on this ground.

**Article 10, Rights of the supplier and the counterparty**

10.1 Each party will take all reasonable measures in order to observe the confidentiality of confidential information received from the other party.

10.2 The supplier is aware of the fact that the delivered products contain confidential information and proprietary knowledge and undertakes to observe the confidentiality of these products and not to make these available to third parties.

10.3 As the counterparty needs to cooperate with the execution of the agreement, the counterparty will always provide all useful and necessary data or information in a timely fashion.

10.4 The supplier is responsible for the use and correct application of the products and the services provided by the supplier in its organisation, as well as for the administrative measures – a calculation method – to be applied in order to secure the data.

10.5 If data required for the execution of the agreement are not made available to the supplier (in a timely fashion) or not in accordance with the agreement, or if the counterparty fails to fulfil its obligation in any other way, the supplier will have the right to postpone the execution of the agreement and to charge all additional costs to the counterparty based on its usual rates.

**Article 11, Warranty**

11.1 The supplier accepts the liability vis-à-vis the counterparty for damage to the products occurring during the warranty period set out in the order confirmation, unless the damage is the result of the use of the products by the supplier or a third party in violation of the provided usage instructions or if the supplier or a third party uses the products erroneously.

11.2 The liability of the supplier referred to in the previous provision is limited to free repairs of a faulty product or to replacing this product or a part thereof, such as at the discretion of the supplier.

11.3 If the counterparty has suffered other damage than set out in the previous provisions and further consultation does not lead to an agreement, the liability of the supplier will not exceed 25% of the products and/or services that have been charged. The supplier will never be liable vis-à-vis the counterparty and/or a third party for operational damage or other direct or indirect damage, except in case of intent or gross failure.

11.4 The counterparty will fully indemnify the supplier against all claims by third parties arising from or related to (non-)compliance by the supplier with obligations arising from any agreement concluded with the counterparty. The supplier will never be liable for deviations or abnormalities determined by the counterparty and confirmed in writing by the supplier and any quality requirements determined by third parties.

11.5 The supplier only accepts a limited liability and a warranty obligation for any shortcomings that occur as part of a legal relationship governed by these general terms and conditions (including a possible illegitimate act) if the liability of the supplier vis-à-vis the counterparty arises from or is related to the execution of an agreement. This liability will always be limited to the amount that can be claimed based on the liability insurance in the specific case, to be decreased by the excess based on the relevant policy.

11.6 The provisions of this article apply for the benefit of all legal entities or natural persons with which or whom the supplier has no legal relationship for the benefit of the counterparty.

11.7 The counterparty indemnifies the supplier against all claims by third parties in relation to the damage that would be for the counterparty pursuant to this article if the counterparty were to be held liable.

11.8 The supplier will always observe the required diligence when it engages third parties. However, the supplier is not liable for any shortcomings of this third party. Insofar as the above cannot be maintained, the limitations of liability set out above will also apply if the supplier is liable for shortcomings of the third party engaged by the supplier, and for the ineffectiveness of the equipment, software, data files, registries, or other affairs used by the supplier for the execution of the agreement, without any exceptions. The limitation of liability will not apply with respect to intent or gross failure of the supplier.

**Article 12, Price and payment**

12.1 Besides the price of the goods, the purchase price includes the costs, and, if agreed, the transport and the delivery costs to the location designated by the counterparty in the Netherlands. Unless explicitly indicated otherwise, the specified prices do not include VAT, import duties, export duties, other taxes, duties, and levies imposed by the government. Any installation costs, assembly costs, and other costs related to the delivery are not included in the price.

12.2 The counterparty is required to pay the price within thirty days of the invoice date. The counterparty does not have the right to deduct any amounts based on a counterclaim.

12.3 If the counterparty fails to meet its payment obligations in a timely fashion and fails to comply with a notice of default specifying a period for resolving the shortcoming, the supplier will have the right to consider the agreement to have been dissolved without judicial intervention. In this case, the counterparty will be liable for the damage suffered by the supplier, which includes loss of profits and the costs of the notice of default. The

counterparty cannot derive any right to suspend payments from complaints related to the delivered products, irrespective of whether these concern (the delivery of) products or services to which the complaint relates, to previous (deliveries of) other products or services. The counterparty will not have the right to any settlement or any claims in relation to the above or the contested or subsequent delivery.

12.4 As of the moment from which payment should have taken place, the supplier will have the right to claim an interest of 1.5% per month without further summons or notice of default being required, in which respect a part of a month will be considered a full month.

12.5 If the counterparty is in default vis-à-vis the supplier with respect to the payment of a disputed or undisputed claim, the supplier has the right to cancel the execution of all agreements in force between the parties without further summons being required, or to postpone this execution until full payment has taken place, without prejudice to the right of the supplier to immediate payment for the products that will be delivered and to recover all damage that has occurred from the counterparty.

12.6 The supplier has the right to claim security for payment, including during the execution of an agreement. As long as this security has not been provided to the satisfaction of the supplier, it may postpone the delivery or cancel the agreement without judicial intervention being required, without prejudice to the right of the supplier to recover any damage it has incurred from the counterparty. The agreed price for any products that have already been delivered will become immediately exigible.

12.7 If the supplier takes extrajudicial measures in case of a failure of the counterparty, the corresponding costs will be borne by the counterparty. The costs amount to 15% of the invoice amount with a minimum of €250 and a maximum of €15,000, unless the supplier demonstrates that the actual extrajudicial costs are higher, in which case the actual extrajudicial costs will be borne fully by the counterparty.

12.8 If the counterparty makes uses of its right to have the products stored as set out in Article 6, it will remain required to pay the agreed price at the moment set out in 12.2.

**Article 13, Statutory requirements**

13.1 The supplier guarantees that the design, the composition, and the quality of the products and services that must be delivered based on the order in all respects comply with all applicable requirements imposed by laws and/or other government regulations in force at the moment on which the agreement is concluded.

13.2 The provisions of paragraph 1 will also apply to the regular use of the products.

**Article 14, Dissolution**

14.1 Without prejudice to the provisions of Article 11, the agreement will be dissolved without judicial intervention after a written declaration at the moment on which the counterparty is declared bankrupt, applies for temporary suspension of payments, or a request by the supplier to declare the debt restructuring scheme natural persons is accepted by the court, or in response to an attachment, receivership, or if the counterpart otherwise loses the power to freely dispose of its assets or parts thereof, unless the liquidator, as the receiver, acknowledges the obligations arising from this agreement as insolvency assets.

14.2 Any claims between the parties will become immediately exigible due to dissolution. The counterparty will be liable for the damage suffered by the other party, which includes loss of profits and transport costs.

**Article 15, Applicable law**

This agreement is governed by the laws of the Netherlands.

**Article 16, Applicability**

These general terms and conditions govern all offers and acceptances by the supplier. Insofar as the supplier refers to any other conditions in its offer or acceptance, the applicability of these conditions is explicitly rejected.

**Article 17, Disputes**

17.1 All disputes that may arise between the parties as a result of an agreement or a later agreement that are the result of or arise from any other existing or future transactions, such as but not limited to illegitimate use, undue payment, and illegitimate enrichment, will be settled by the Dutch court in the district where the supplier has its offices at the moment the proceedings are initiated, unless stipulated otherwise by law or a treaty.

17.2 The dispute will be considered to exist once one of the parties declares this.

**Article 18, Contracting**

18.1. If and insofar as rules on contracting apply instead of or in addition to rules on purchase or the conclusion of an agreement, the articles must be applied in an analogous manner to the greatest extent possible, to ensure that, for example:

- a) the periods in the article called "Packaging and shipment" apply as a period for the acceptance of the work (Article 7:758(1) DCC) and as a period within which the client should have reasonably discovered shortcomings (Article 7:758(3) DCC);
- b) the conditions on price increases set out in these general terms and conditions apply instead of Article 7:752 and Article 7:753 DCC;
- c) the conditions on the delivery period set out in these general terms and conditions apply instead of Article 7:756(1) DCC;
- d) the reservation of ownership remains in force, despite the delivery;
- e) the conditions on the settlement ban set out in these general terms and conditions apply instead of Article 7:761(4) DCC;

18.2. The articles and provisions of the Dutch Civil Code mentioned in these general terms and conditions are those in force on 24 February 2016. If a legislative amendment has taken place due to which the number or content of these articles/provisions changes, unless mandatory law opposes this, a dispute will be assessed based on the mentioned statutory provisions as in force on 24 February 2016.