

## GENERAL TERMS AND CONDITIONS OF AVENTUM

### Article 1: Definitions

The following definitions apply to these General Terms and Conditions:

1.1 Aventum: the private limited liability company Aventum B.V., registered at the Chamber of Commerce under number 63411148, which company is engaged in the (wholesale) trade in electrotechnical equipment and related spare parts;

1.2 The Customer: a legal entity, partnership or natural person, who, in the practice of his/her/its profession or conduct of business, enters into an agreement with Aventum for the purchase and delivery of electrotechnical equipment and/or telecommunications equipment and related spare parts;

1.3 The Agreement: the agreement entered into by the Customer and Aventum, which agreement is for the purchase and sale of telecommunications equipment and/or electrotechnical equipment and related spare parts.

### Article 2: Applicability of General Terms and Conditions

2.1 These General Terms and Conditions apply in full to every offer, quotation and Agreement which is formed between Aventum and the Customer, unless otherwise agreed in writing.

2.2 These General Terms and Conditions also apply to all subsequent orders or changed or additional orders from the same Customer.

2.3 Any specific stipulation included in the quotation and/or the Agreement formed between Aventum and the Customer will supersede the stipulations of these General Terms and Conditions.

2.4 If one or several parts of these General Terms and Conditions should be held illegal or unenforceable at any time, whether wholly or partially, it shall not affect the validity of the rest of these General Terms and Conditions.

2.5 Apart from these General Terms and Conditions, additional conditions may apply in certain cases to a quotation issued by Aventum to the Customer and/or an Agreement, which is formed between Aventum and the Customer.

### Article 3: Offer

3.1 Unless stated otherwise, all quotations issued by Aventum shall be valid as an offer without any obligation, which may be revoked by Aventum in writing or by email within 7 days from having received a confirmation of acceptance from the Customer.

3.2 The Customer guarantees the accuracy, completeness and reliability of details and documents which are made available to Aventum within the scope of an order or for the purpose of preparing a quotation, even if these details come from third parties. If the Customer makes details, drawings and such like available to Aventum, Aventum is entitled to assume that these are accurate and will base its quotation and/or order thereon. Should it appear afterwards that incorrect details are provided by the Customer, Aventum shall not be liable for the consequences.

### Article 4: Formation of the Agreement

4.1 An agreement between Aventum and the Customer will be formed by the Customer's acceptance of Aventum's

quotation in writing or by email. If the Customer has placed an order with Aventum, an Agreement shall only be formed through the written or digital (order) confirmation by Aventum.

### Article 5: Place of delivery

5.1 If the Agreement entered into by the Customer and Aventum includes delivery of the items sold, the delivery shall be made to the address given to Aventum by the Customer, at the front door or next to the delivery van, provided that the address is within the European Union and this address can be reached by a surfaced road. The manner of transport, shipping and packaging is determined by Aventum.

5.2 The Customer is obliged to do all that which is reasonably required or advisable to ensure the delivery of the agreed goods (on time). Subject to a message to the contrary in writing, Aventum is entitled to assume that the goods can be delivered by the usual means of transport to the address stated by the Customer, that this address can be reached by a surfaced road and the goods can be unloaded in the usual way. If the transport and/or unloading of the goods should result in extra costs as a result of the absence of these facilities, the Customer shall be obliged to pay these extra costs.

### Article 6: Time of delivery and transfer of risk

6.1 Delivery of the goods shall be made at the time at which they are presented by or on behalf of Aventum at the delivery address stated by the Customer.

6.2 The Customer shall be obliged to take delivery of the goods at the moment at which they are presented for delivery by or on behalf of Aventum, failing which the Customer shall be obliged to pay Aventum for any costs arising therefrom, including storage costs in any case, if applicable.

6.3 The risk in the goods shall pass to the Customer from the moment of delivery, in other words from the moment that the goods were first presented to the Customer, irrespective of whether or not they were taken delivery of, even if the ownership in the goods has not been transferred to the Customer yet. The Customer shall remain obliged to pay the agreed price to Aventum, irrespective of the fact that after delivery the value of the goods has decreased as a result of e.g. damage or discolouration or that the goods have perished as a result of e.g. theft, loss or fire.

### Article 7: Delivery periods

7.1 If Aventum has agreed on a delivery date with the Customer, Aventum will notify the Customer if circumstances arise or become foreseeable due to which it is unable to deliver the goods within the agreed period of time, stating the expected duration of the delay.

7.2 If Aventum has agreed on a delivery date with the Customer, this shall be a target date and not be regarded as a statutory limit within the meaning of section 6:83(a) of the Dutch Civil Code. Both in the event that a delivery date is agreed and in the event that no delivery date is agreed, default shall only exist after the Customer has sent Aventum written notice of action offering Aventum a reasonable period of at least 3 weeks to meet its obligations as yet and fulfilment does not take place within this period.

### Article 8: Price (increase)

8.1 The goods will be supplied at the prices mentioned in the quotation or the Agreement.

8.2 All prices mentioned by Aventum in its quotation or the Agreement shall be exclusive of VAT, exclusive of any other charges imposed by government and exclusive of accounting, installation, assembly, transport or shipment/delivery costs or any other costs.

8.3 After formation of the Agreement but before delivery of the agreed goods, Aventum will not be entitled to increase the agreed price, unless:

(a) the price increase is caused by changes in VAT rates or any other legal regulations or environmental contributions imposed by the manufacturer, or

(b) after formation of the Agreement, the Customer requires changes to be made in its performance.

#### **Article 9: Payment**

9.1 The Customer is obliged to have paid Aventum's invoice within 14 days from date of invoice, unless otherwise agreed in writing. Payment must be made in Dutch currency, without set-off, discount or postponement for any reason whatsoever, into a bank account designated by Aventum.

9.2 The date on which the amount payable is deposited into Aventum's account shall be valid as the date of payment, whilst the date of crediting shall be the value date on the statement of Aventum's bank account.

9.3 Payments made by or on behalf of the Customer shall serve to pay interest and costs and subsequently the oldest outstanding principal amounts.

9.4 Aventum shall be entitled at any time to demand advance payment of the agreed price by the Customer. If Aventum demands advance payment of the agreed price, this will be stated in the quotation or in any other way prior to the formation of the Agreement. Unless otherwise agreed, in case of advance payment, the agreed price must be paid within 14 days from the date on which either the Customer has accepted Aventum's offer and/or quotation, respectively, or the Agreement has (otherwise) come about between the Customer and Aventum.

9.5 Aventum will be entitled, at all times, to demand that security is provided for the payment of the agreed price.

#### **Article 10: Intellectual property rights**

10.1 All rights of intellectual property on all goods supplied or made available pursuant to the Agreement, including, without limitation, software, designs, working methods, advice, (sample) contracts, materials such as (database) details, analyses, drafts, documentation, reports, quotations, pamphlets and any related preparatory material, all in the broadest sense of the word, shall rest and continue to rest exclusively with the manufacturer and/or supplier, respectively, of the goods.

10.2 The Customer is expressly not permitted to duplicate, disclose or utilise any of the goods supplied or made available pursuant to the Agreement, whether or not through the engagement of third parties.

10.3 The Customer is aware that the goods supplied under the Agreement (may) contain confidential information and trade secrets of Aventum or its part suppliers. The Customer undertakes to keep this information confidential, to not disclose or give the use of it to third parties other than for the purpose for which it was made available. Third parties shall be understood to include all persons employed in the

Customer's organisation who do not necessarily need to use the goods.

#### **Article 11: Default, interest and non-legal collecting charges**

11.1 If the Customer fails to pay before the agreed payment due date, it shall be legally in default and shall owe Aventum an interest charge for late payment on the outstanding invoice amount equal to the prevailing statutory (commercial) interest.

11.2 If payment is not made after a reminder, all reasonable costs to obtain payment out of court shall be at the Customer's expense. Apart from the principal amount, the Customer shall owe non-legal collecting charges amounting to 15% of the principal amount. However, if Aventum has incurred higher collecting costs, the costs actually incurred shall be eligible for compensation. The Customer shall owe statutory (commercial) interest on the non-legal collecting charges.

11.3 If, after a second reminder, the Customer fails to pay the principal amount, legal (commercial) interest and non-legal costs due, Aventum will take legal action, if necessary, and all legal and execution charges incurred by Aventum within this context shall be at the Customer's expense.

11.4 Objections to the amount of an invoice shall not justify any postponement by the Customer of its obligation to pay the agreed price. Nor shall objections to the height of the invoice justify deduction of any claims which the Customer may have against Aventum from its obligation to pay the agreed price or any other payment obligations vis-à-vis Aventum.

#### **Article 12: Reservation of title**

12.1 Aventum will retain the title to the goods supplied to the Customer as long as the Customer has not paid the related agreed price (including statutory (commercial) interest and non-legal collecting charges) in full. The title to the goods shall only pass to the Customer after it has paid the agreed price (including statutory (commercial) interest and non-legal collecting charges) to Aventum in full.

12.2 The Customer shall not be entitled to process, alienate, pledge or otherwise encumber the goods sold with any limited right (of security), nor to hand them or make them available to third parties, under any name or title whatsoever, as long as they are subject to Aventum's reservation of title. Resale by the Customer shall only be allowed within the scope of its normal business operations.

12.3 If third parties attach the goods supplied to the Customer subject to reservation of title or intend to establish or exercise (limited) rights thereon, the Customer shall be obliged to notify Aventum thereof immediately in writing and to make all information and related documents available to Aventum.

#### **Article 13: Customer's obligation to check and complain**

13.1 On delivery, the Customer is obliged to check if the goods comply with the Agreement. In particular, immediately on delivery, the Customer must inspect the goods for visible defects and visible (transport) damage and check if the number of goods complies with the number of agreed goods and furthermore if any accessories which may have been agreed are included in the delivery.

13.2 Any visible defects and visible (transport) damage in the goods as well as differences between the number of goods and/or accessories delivered and the number agreed must be noted by the Customer, immediately on delivery, on

the waybill and/or delivery note and reported to Aventum in any event within 24 hours from delivery, in writing or by email, with a clear and detailed description of the complaint(s) and stating the order number, in the absence whereof the Customer will be considered to have received the agreed quantity of goods and/or accessories without any visible defects or visible (transport) damage.

13.3 Complaints other than those referred to in 13.2 related to the goods and/or accessories supplied must be reported to Aventum by the Customer within 30 days from delivery, in writing or digitally, with a clear and detailed description of the complaint(s) and stating the order number, to enable Aventum to give an adequate response.

13.4 The Customer must enable Aventum to examine the complaint(s) made within the scope of articles 13.2 and 13.3 and within this scope must keep the goods available and provide Aventum with all information which is relevant to the complaint. If a return shipment is necessary in order to examine the complaint, this shall be at the Customer's expense and risk. Should the complaint turn out to be well-founded afterwards, Aventum will reimburse the Customer for any reasonable costs of transport. The transport risk shall remain with the Customer at all times. In all cases, return shipment shall take place in a manner decided by Aventum and in the original packaging.

13.5 If the Customer fails to submit the complaints to Aventum within the time-limits described in 13.2 and 13.3 and in the manner described in those paragraphs, it will have failed to complain within the 'appropriate time' referred to in Section 7:23(1) of the Dutch Civil Code and any rights which the Customer may have vis-à-vis Aventum, which are factually based on non-compliance of the goods delivered with the Agreement, shall lapse.

#### **Article 14: (Non-) conformity and Customer's expectations**

14.1 The Customer is not entitled to expect that the goods supplied by Aventum are simply fit for the purpose intended by the Customer, unless, prior to the formation of the Agreement, the Customer notified Aventum in writing or by email of its intended purpose and Aventum informed the Customer in writing or by email that the goods supplied will be fit for the purpose intended by the Customer. To determine whether or not the goods will be fit for the purpose intended by the Customer, Aventum may demand of the Customer that the goods to be purchased are tested prior to the formation of the Agreement by the Customer at the Customer's expense.

14.2 The Customer is not entitled to expect that the goods supplied by Aventum will work properly in any kind of installation, in a design made by the Customer or a third party or will operate properly together with any other goods purchased by the Customer from Aventum or third parties, unless, prior to the formation of the Agreement, the Customer notified Aventum in writing or by email of the intended purpose, the installation or the design in which the goods are used and Aventum replied in writing or by email that the goods are fit for this purpose intended by the Customer. To determine whether or not the goods will be fit for the purpose intended by the Customer, Aventum may demand of the Customer that the goods to be purchased are tested prior to the formation of the Agreement by the Customer at the Customer's expense.

#### **Article 15: Termination**

15.1 Aventum will be entitled to terminate the Agreement with immediate effect and without taking the matter to court

or to claim its termination in court without any notice of action or default being required and without being obliged to pay (any form of) damages or compensation, if:

- (a) the Customer has applied for or has been granted (temporary) suspension of payment;
- (b) the Customer has instituted bankruptcy proceedings, a third party has filed a petition against the Customer or a Court has declared that the Customer is bankrupt;
- (c) the Customer requests that the Court apply to it the Act on Debt Rescheduling for Natural Persons or a Court declares that this Act applies to the Customer;
- (d) the Customer dies or is placed under legal control;
- (e) the Customer's business is liquidated;
- (f) the Customer's operations are discontinued or all or a part of the Customer's operations are transferred, including the transfer of the company to a newly founded or existing company;
- (g) a substantial part of the Customer's assets, including moveable and immoveable property, claims and intellectual property rights of the Customer, are seized before judgement or under foreclosure.

15.2 Without prejudice to the conditions of 15.1, Aventum reserves all rights which it may be entitled to by law, including the right to cancel the Agreement due to non-fulfilment of the Agreement by the Customer under Section 6:265 ff. of the Dutch Civil Code.

#### **Article 16: Force majeure (non-accountable failure)**

16.1 Aventum will not be obliged to meet obligations entered into vis-à-vis the Customer if it is unable to do so due to force majeure. In this case, it is not obliged to compensate the Customer for any damage suffered by the Customer as a result of the failure.

16.2 Force majeure shall be understood to mean any failure in the performance of the Agreement for which Aventum cannot be held accountable because it is beyond its control, nor would it be considered accountable by virtue of the law, legal acts or any commercially accepted views.

16.3 Force majeure shall furthermore include, without limitation:

- (a) fire;
- (b) war and threat of war;
- (c) (threat of) terrorist attacks;
- (d) riot, revolution;
- (e) natural disasters, including, without limitation, floods;
- (f) non- or late delivery of goods by (part) suppliers or other third parties engaged by Aventum;
- (g) statutory regulations and measures issued by the Dutch government, which interfere with the fulfilment (within the time-limit) of the Agreement on Aventum's part, including bans on imports and exports;
- (h) statutory regulations and government measures issued by foreign governments or by organs of the European Union, which interfere with the fulfilment (within the time-limit) of the Agreement on Aventum's part, including import and export bans;

(i) illegal national, foreign and European law government measures interfering with the fulfilment (within the time-limit) of the Agreement on Aventum's part, including,

without limitation, seizure of goods to be supplied by national or foreign governments or prevention of transport of goods to be supplied by the police of any country without authorisation;

(j) non- or late delivery of goods by Aventum to the Customer as a result of delays in the imports of the goods by Aventum, in particular delays in the Customs clearing procedures;

(k) disruptions in the supply of energy and water, failures in the (telecommunications) network or in the communication systems used by Aventum and/or the Customer.

(l) strikes at Aventum's company.

16.4 During the period of force majeure, Aventum's obligations will be postponed. If the force majeure continues for more than 45 days without interruption, both parties shall be entitled to terminate the Agreement with immediate effect in writing. In this case, Aventum shall not be obliged to pay compensation for any damage whatsoever which the Customer suffers and/or has suffered as a result of this.

#### **Article 17: Aventum's liability**

17.1 Aventum shall not be liable for damage of any nature whatsoever, which is caused because Aventum has used incorrect and/or incomplete information supplied by or on behalf of the Customer when the order was placed or at a later stage.

17.2 Aventum shall not be liable for damage of any nature whatsoever, which is caused because or since the Customer has treated or processed the goods supplied in an installation, has supplied them or given the use thereof to third parties or caused others to treat or process them or to supply them to third parties. Nor shall Aventum be liable for damage of any nature whatsoever, which is caused by incompatibility problems, i.e. the impossibility to combine the goods supplied by Aventum with other equipment.

17.3 Aventum shall under no circumstances be liable for damage of any nature whatsoever, which is caused by the negligent or injudicious use of the goods by the Customer or a third party. Injudicious or negligent use shall be understood to mean in any event: the use of the goods supplied in a manner other than that prescribed in the manufacturer's instructions.

17.4 Insofar as Aventum would be liable for damage suffered by the Customer as a result of culpable failure on Aventum's part or tort committed by it or on any other legal grounds, it shall be liable exclusively for direct damage, whilst the liability for direct damage shall at all times be limited to the agreed amount of the invoice (exclusive of VAT) of the order, at least up to that part of the order to which the liability is related, subject to a maximum amount of € 10,000. The limitation applies to the total amount of all claims arising from and/or related to the Agreement and therefore does not apply to each claim and/or each occurrence, respectively.

17.5 In case of a (long-term) Agreement with a period of validity of more than one year, Aventum's liability for damage suffered by the Customer, which is caused by one or several culpable failures in the fulfilment of its obligation or by a wrongful act committed by it (regardless of whether or not this damage is related to one or several occurrences), shall under no circumstances exceed the amount equal to a quarter of the amount (exclusive of VAT) paid by the Customer for the goods in the twelve months prior to the occurrence of damage, subject to a maximum amount of €

20,000. This limitation applies to the total amount of all claims arising from and/or related to the (long-term) Agreement and therefore does not apply to each claim and/or each occurrence, respectively.

17.6 Aventum shall under no circumstances be liable for any indirect damage suffered by the Customer as a result of Aventum's non-fulfilment, including, without limitation, consequential loss, loss of profit, loss of savings, loss as a result of stagnation and damage arising from claims of the Customer's buyers.

17.7 The limitations of liability included in the preceding paragraphs of this article shall not apply insofar as the damage is the consequence of wilful intent or deliberate recklessness on the part of Aventum or its management.

17.8 The Customer indemnifies Aventum against all claims of third parties due to (product) liability as a result of a defect in a product or system which has been supplied to a third party by the Customer and which partly consisted of goods or related materials supplied by Aventum.

#### **Article 18: Applicable law**

18.1 All agreements formed between the Customer and Aventum shall be exclusively subject to Dutch law, with the exclusion of the Vienna Purchasing Treaty.

#### **Article 19: Jurisdiction**

19.1 All disputes arising from an Agreement between the Customer and Aventum shall be submitted exclusively to the competent Dutch Court in the district of The Hague.

#### **Article 20: Amendment of General Terms and Conditions**

20.1 Aventum is entitled to amend and/or supplement these General Term and Conditions. The Customer will be notified in writing in advance of any amendment and/or addition. The most up-to-date version of these General Terms and Conditions is filed with the District Court and can furthermore be consulted on the website [www.aventum.eu](http://www.aventum.eu).