

## GENERAL SALES AND DELIVERY TERMS AND CONDITIONS OF AVONIC

(Version 3.0, date: 01-03-2022)

### Article 1: Definitions

The following definitions apply to these general terms and conditions:

1.1 Avonic: Avonic B.V.(registered at Chamber of Commerce with number 63411148), and its which is active in the production and trade of cameras, audiovisual and IT systems that will enter into an agreement with Customer and have declared the General Conditions Avonic applicable.

1.2 Avonic Products and Services: All products provided by Avonic, including hardware and software, bearing the name Avonic or CamDirector and the services provided by Avonic itself.

1.3.The Customer: A (legal) person who, in the exercise of his profession or business, enters into a contract with Avonic for the purchase and supply of cameras, audio-visual and IT systems;

1.4.User: A (final) user of an Avonic product who (I) has acquired the Avonic product lawfully and (II) only uses the "Embedded Software" of the Avonic product to the extent reasonably necessary to use the Avonic product in accordance with these general terms and conditions, the user terms and conditions and all applicable Intellectual Property laws.

1.5 Embedded Software: Computer software that is supplied as part of a physical (hardware) product and functions on that product.

1.6 Agreement: The agreement between the Customer and Avonic, which agreement relates to the purchase and sale of cameras, audio-visual and IT systems;

1.7 In Writing: By letter or by email.

### Article 2. Applicability

2.1. These conditions are applicable to all proposals and agreements and/or legal relationships between Avonic and Customer, unless agreed otherwise in writing.

2.2. These general terms and conditions shall also apply to all subsequent orders or modified or additional orders of the same Customer.

2.3. The applicability of general terms and conditions of the Customer or any other general terms and conditions is expressly rejected.

2.4. Deviations from these General Terms and Conditions are only valid if expressly agreed by Avonic in writing.

2.5. Any specific provision in the offer and/or Agreement between Avonic and the Customer replaces the provisions of these General Terms and Conditions.

2.6. If one or more parts of these General Terms and Conditions should at any time be deemed unlawful or unenforceable, in whole or in part, this shall not affect the validity of the rest of these General Terms and Conditions.

2.7 In addition to these general terms and conditions, additional terms and conditions may, in certain cases, apply to an offer made by Avonic to the Customer and/or an agreement concluded between Avonic and the Customer.

2.8. These general terms and conditions and the user terms and conditions must be declared applicable to any agreement or legal relationship between the Customer and the User relating to Avonic Products and Services.

2.9. These general terms and conditions are a translation of the Dutch general terms and conditions. In the event of any discrepancy, the Dutch text shall always prevail.

### Article 3: Offers

3.1 Unless stated otherwise, all offers by Avonic are valid as a non-binding quotation, which may be revoked by Avonic in writing within 7 days of receipt of a confirmation of acceptance from the Customer.

3.2 Customer guarantees the accuracy, completeness and reliability of data and documents made available to Avonic in the context of an order or for the preparation of a quotation, even if such data originates from third parties. If the Customer provides details, drawings and the like to Avonic, Avonic may assume that these are correct and base its quotation and/or order on them. Should it emerge subsequently that the Customer has provided incorrect details, Avonic is not liable for the consequences.

3.3 All models, designs, samples or examples supplied and/or shown with the offer are deemed to be indicative only, unless agreed otherwise in writing.

### Article 4: Formation of the agreement

4.1 An agreement is established after Avonic has confirmed the order in writing.

4.2 Any offer or promise made by a representative of Avonic is only binding insofar as he confirms it in writing.

### Article 5: Incoterm

5.1 Unless agreed otherwise in writing, delivery shall take place 'Free Carrier', Delfgauw, the Netherlands (FCA, Incoterms® version in force at the time of the conclusion of the Agreement). The method of packaging is determined by Avonic. If it has been agreed that transport of the goods is the responsibility of Avonic, delivery shall take place at the place of destination (DAP, Incoterms® version in force at the time the agreement is entered into).

5.2 For Free Carrier delivery outside the EU, Avonic will take care of the export declaration. The Customer shall present the goods at the office of exit as stated in the export declaration. If this is not done correctly, the Customer must report this to Avonic as soon as possible and provide an alternative export certificate. If the Customer cannot or does not do this (in good time), the Customer remains liable for the payment of 21% VAT.

5.3 The Customer is required to do everything that is reasonably necessary or advisable to ensure the delivery of the agreed goods (on time). If Avonic is responsible for the transport and/or unloading of the goods due to the agreed Incoterm, the following applies. Unless stated otherwise in writing, Avonic is entitled to assume that the goods can be delivered to the address given by the Customer using the usual means of transport, that this address can be reached using a paved road, and that the goods can be unloaded in the usual manner. If the transport and/or unloading of the goods involves extra costs as a result of the lack of these facilities, the Customer is obliged to pay these extra costs.

5.4 In the event of delivery 'Ex Works' outside the EU, the Customer is obliged, within 30 days of delivery of the goods, to provide Avonic with proof of export to prove that the goods have left the EU. If this export certificate is not submitted (on time), the Customer must pay 21% VAT to Avonic within 40 days of delivery.

### Article 6: Delivery time

6.1 The Customer is obliged to accept the goods at the time they are offered for delivery by or on behalf of Avonic, in default of which the Customer is obliged to pay Avonic for all costs arising therefrom, including storage costs, if applicable. Avonic has the right to regard the Agreement as dissolved with immediate effect, all this without prejudice to any other rights of Avonic.

6.2 The Customer remains obliged to pay the agreed price to Avonic, irrespective of the possibility that the value of the goods may have fallen after delivery as a result of, for example, damage or discolouration, or that the goods may have perished as a result of, for example, theft, loss or fire.

## **Article 7: Delivery times**

7.1 Delivery periods are determined per transaction. The delivery period commences at the time that the relevant Agreement is concluded in accordance with clause 4.1, Avonic is in possession of all the documents and details to be provided by the Customer, and Avonic has also accepted any security for payment that has been agreed or received any advance payment.

7.2 If Avonic has agreed a delivery date with the Customer, Avonic shall notify the Customer if circumstances arise or are foreseeable as a result of which the goods cannot be delivered within the agreed period, stating the expected duration of the delay. If the delivery time is exceeded, the Customer is not entitled to cancel or terminate the agreement, unless the delivery time is exceeded by more than 8 weeks. The Customer is never entitled to any compensation in the event of late delivery.

7.3 If Avonic has agreed a delivery date with the Customer, this shall not be regarded as a deadline (fatal term) under any circumstances. Avonic shall not be in default with regard to such delivery date until the Customer notifies Avonic in writing that it is in default, sets a reasonable period within which Avonic has the opportunity to deliver without defects, and Avonic still fails to do so.

7.4 Non-compliance by the Customer with its obligation to make payment (on time) shall result in the suspension of Avonic's obligation to make delivery.

7.5 Avonic reserves the right to deliver in parts. Each partial delivery is considered a separate agreement. Avonic is entitled to demand (partial) payment for each partial delivery before proceeding to any other.

## **Article 8: Price**

8.1 The goods shall be delivered at the prices stated in the offer or the Agreement.

8.2 All prices listed by Avonic in its offers or the Agreement are exclusive of VAT, exclusive of any other government levies, and exclusive of bookkeeping, installation, assembly, and are based on Ex Works, Delfgauw, the Netherlands (EXW, Incoterms® version in force at the time the Agreement is entered into), unless agreed otherwise in writing.

8.3 After the Agreement has been entered into but before delivery of the agreed goods, Avonic is not entitled to increase the agreed price, unless:

(a) the price increase is caused by changes in one or more cost price components, e.g. VAT rates, labour costs, purchase prices, statutory regulations or environmental contributions, or

(b) after the Agreement has been concluded, the Customer requires the performance to be changed.

## **Article 9: Payment**

9.1 Unless otherwise agreed in writing, the Customer must make full payment in advance. The agreed price must be paid within 14 days from the date on which the relevant Agreement is concluded in accordance with clause 4.1. All prices are exclusive of VAT and exclusive of any other levies imposed by the government. The amounts due will be charged inclusive of VAT and inclusive of any government levies.

9.2 If credit is granted to the Customer, payment must be made within 14 days of the invoice date, unless agreed otherwise in writing. Avonic may send an invoice after each partial shipment of the goods, even if the total order has not yet been delivered in full.

9.3 Payment must be made by the Customer, in euros, to an account designated by Avonic for this purpose, without any discount, suspension or claim to compensation.

9.4 Avonic reserves the right to refuse credit to the Customer and, in the event that credit is granted to the Customer, to amend or withdraw the Customer's credit limit on the basis of changes in Avonic's credit policy or the Customer's financial position and/or payment behaviour.

9.5 In the event that the Customer exceeds the credit limit or has an outstanding invoice which is overdue, Avonic shall be entitled to stop the shipment of goods to the Customer until the Customer makes sufficient payment to bring his account within the set credit limit.

9.6 Exceeding the credit limit does not release the Customer from his obligations under the agreement, even if this was previously permitted by Avonic.

9.7 The date on which the amount due is paid into Avonic's account is valid as the date of payment, whilst the date of crediting is the value date on the statement of Avonic's bank account.

9.8 Payments made by or on behalf of the Customer shall serve to pay interest and costs and then the oldest outstanding principal sums. This is also the case if the Customer indicates that the payment relates to a later invoice.

9.9 On or after entering into the Agreement and prior to its performance, Avonic has the right to demand a guarantee from the Customer that both the payment obligations and all other obligations arising from this Agreement will be fulfilled. Refusal by the Customer to provide the required security gives Avonic the right to suspend its obligations and, ultimately, without any notice of default or judicial intervention, the right to dissolve the contract in whole or in part, without prejudice to its right to compensation for losses suffered.

9.10 In the event that payment is not made on time, the Customer will be deemed to be in default without any notice of default or judicial intervention being required, and will owe interest of 1.5% per month or part of a month from the time of default. All costs related to the collection of the amount due, both judicial and extrajudicial, shall be borne by the Customer. The extrajudicial costs due shall never be less than 15% of the amount to be collected, with a minimum of € 250. If Avonic can demonstrate that it incurred higher costs, which were reasonably necessary, these will also be considered for reimbursement.

9.11 Furthermore, notwithstanding any other rights based on the law or the agreement, Avonic has the right, in the absence of timely payment, to suspend further delivery or to terminate all or part of the agreement in question without notice. This shall be done without default or judicial intervention, at the discretion of Avonic and subject to the right of Avonic to claim compensation for any loss suffered by Avonic.

9.12 In any event, the full purchase price shall become immediately due and payable in the event that the Customer fails to pay on time or if the Customer becomes bankrupt, is granted a moratorium, is placed under administration or receivership, has its assets added to its assets or if the Customer's business is liquidated or dissolved.

9.13 Objections to the amount of an invoice must be submitted within seven working days of the invoice date and do not justify a delay by the Customer in his obligation to pay the agreed price. Objections to the amount of the invoice also do not justify the deduction of any claims by the Customer against Avonic of its obligation to pay the agreed price or any other payment obligations to Avonic.

## **Article 10: Price changes**

10.1 The prices agreed between Avonic and Customer are based, amongst other things, on the cost of electricity, salaries, social security charges, materials, and travel and accommodation costs, etc., as well as the exchange rate between the currencies as applicable at the time when the agreement is entered into. Avonic is entitled, in the event of a change in one or more cost items (including Third Party Products and Services) and/or a change in the exchange rate, a change in the Consumer Price Index (CPI), or the CBS index for business services (CBS Price Index 6202 Computer Services), to adjust the prices to these change(s). Avonic will increase its prices at least annually, on 1 January,

based on the figures published by CBS, 'CBS Prijsindex 6202 Computeradviesing', on 1 January (possibly based on third quarter figures). Changes are rounded up to a multiple of € 2.50.

10.2 Avonic shall offer Customer the opportunity to take note of any price changes. If Customer does not agree to a price change, Customer is only entitled to terminate the contract as of the date the price change takes effect, if and as long as the total price increase during 1 (one) year exceeds the inflation figure published by Statistics Netherlands for the current year (or the previous year for price increases announced for the next year) by more than 5 points (expressed in %).

#### **Article 11: Intellectual property rights and confidential information**

11.1 All intellectual property rights to all goods supplied or made available under the Agreement, including, without limitation, software, designs, working methods, advice, (sample) contracts, materials such as (database) details, analyses, concepts, documentation, reports, offers, pamphlets and related preparatory materials, all in the broadest sense of the word, rest and remain the exclusive property of the manufacturer and/or supplier of the goods or of Avonic.

11.2 The Customer is expressly not permitted to duplicate, disclose or use the goods supplied or made available, whether or not through the involvement of third parties.

11.3 The Customer is not permitted to modify all the goods supplied, their packaging or labels, in whole or in part, without the prior written consent of Avonic. The Customer may not affix any other trademark to the goods, use the relevant trademark in any other way or register it in his own name, unless it relates to goods expressly supplied under private label.

11.4 The Customer must inform Avonic immediately if a third party infringes or threatens to infringe the intellectual property rights of Avonic and/or the manufacturer and/or supplier or if third parties take the view that goods from Avonic and/or the manufacturer and/or supplier infringe their own intellectual property rights.

11.5 The Customer is aware that the goods supplied under the Agreement contain (may contain) confidential information and trade secrets of Avonic or its suppliers. The Customer undertakes to keep this information confidential and not to disclose it or use it to third parties other than for the purpose for which it is made available. Third parties are defined as all persons employed by the Customer's organisation who do not necessarily have to use the goods.

#### **Article 12: Right of use of Software**

12.1 Avonic grants Customer, which right Customer can transfer to a User, the non-exclusive right to use Embedded Software which, together with the hardware on which the Embedded Software can be installed, is made available on a "per Product" basis. An activation code shall be supplied per Avonic Product (hardware) which makes it possible to install the Embedded Software on the Avonic Product. The Embedded Software may only be used on that specific Avonic Product and is not transferable to other Avonic Products and Avonic hardware, and the Embedded Software may not be used on other hardware.

12.2 The software may only be used in conjunction with other goods, products or services if it is intended by Avonic to be used in conjunction with them.

12.3 The right of use is always granted for the payment period agreed in writing. This may be on a monthly or annual basis. The license period is always tacitly extended by the same payment period. Termination shall be effected by registered letter, which must be received by Avonic no later than 2 months prior to the renewal taking effect.

12.4 The right of use is limited to the exclusive use of the software installed or to be installed on the Avonic Products and Avonic hardware, by the Customer and/or by the User to whom the Customer has made cameras, audio-visual or IT systems available in accordance with these general terms and conditions, the terms and conditions of

use and the agreements with Avonic. The right of use is limited to the Avonic product (hardware) on which the Embedded Software was first installed, and the number of users is always limited to 1 (one). The Customer is responsible for the renewal of the right of use of a User.

12.5 The right of use for software is limited to the Object Code. Rights to and the Source Code itself are not provided.

12.6 The Customer and User are prohibited from copying, duplicating or modifying the software in any way whatsoever themselves and/or through third parties. It is prohibited for anyone other than Avonic itself to add functionality to the Embedded Software without prior written consent from Avonic.

12.7 The right to use Embedded Software is only transferable together with the transfer of the Avonic Product (hardware) on which the Embedded Software is installed and in accordance with these general terms and conditions, the user terms and conditions and the Agreement between Avonic and the Customer.

12.8 The Customer is only authorised, under whatever title or in whatever way, to make the Embedded Software available at the same time as and in connection with the Avonic Products, whether or not for a fee, in accordance with these general terms and conditions, the Agreement between Avonic and the Customer and the user conditions,

12.9 Reverse engineering, decompilation or any other method of converting the software into a human-readable form by anyone other than Avonic itself is prohibited, unless explicitly permitted by mandatory law.

12.10 The right of use becomes effective after the Customer has made the payment and fulfilled the other obligations resting on the Customer. If the Customer fails to make any payment, Avonic reserves the right to suspend the right of use.

12.11 No rights with regard to maintenance can be derived from the granting of a right of use for any period whatsoever.

12.12 The right of use shall end at the end of a license period, if this license period is not extended. Only if the Avonic Product (hardware) on which the Embedded Software is installed is defective and is replaced under the terms of the Avonic warranty, shall the right of use on the defective product be converted to the product which replaces the defective product. Avonic shall have no obligation to refund license fees. This is also the case if an Avonic Product has reached the end of its life cycle within the license period.

12.13 The scope of the right to use software of which the intellectual property rights rest (in part) with third parties is determined by the General Terms and Conditions of those Third Parties. In the event of any conflict between the general terms and conditions of third parties and these general terms and conditions, the provisions of these general terms and conditions shall take precedence over general terms and conditions of third parties.

12.14 If Customer makes Avonic Products and Service and Embedded Software available to a User, Customer must always inform Avonic of the identity of this User. Data that Customer must provide to Avonic, immediately prior to or within 7 days after delivery of Avonic Products and Services and Embedded Software are the following: company name + address, location installation, contact person + phone number + email address to be delivered to [www.avonic.com/register](http://www.avonic.com/register)

These data are necessary for Avonic, among other things, to carry out checks as referred to in article 13.

#### **Article 13: Controls**

13.1 Avonic is entitled to incorporate technical restrictions and control mechanisms into Avonic Products and Services, such as cameras, audio-visual or IT systems, in order to prevent abuses and/or to check that the Customer and/or the User only uses them in accordance with the general terms and conditions of Avonic and the Agreement between Avonic and the Customer and the user terms and conditions.

13.2 Furthermore, for as long as the Customer and/or the User makes use of Avonic Products and Services, Avonic is entitled, either itself or through a third party, to carry out announced or unannounced checks at the locations where the Avonic Products and Services are used. The Customer shall ensure that all cooperation and access for this purpose is provided to himself or the User. If the Customer refuses to provide cooperation or access to a location of the User, Avonic is entitled to terminate the agreement with immediate effect. In this case, the Customer is no longer entitled to use or make available the Avonic Products and Services and is required to return all Avonic Products and Services and destroy any copies made within 30 (thirty) days upon the first request by Avonic.

#### **Article 14: Maintenance and Support**

14.1 Depending on the Avonic Products or Services in combination with Embedded Software, Avonic may offer the option of purchasing maintenance and support.

14.2. If Avonic has supplied Source Codes, then this supply is made for the sole purpose of Avonic performing (in)direct maintenance and/or being able to perform maintenance on site, unless expressly agreed otherwise in writing. It is expressly not permitted to carry out maintenance on the Product by Customer, either during or after the Maintenance Agreement, or to engage third parties for this purpose without the prior written consent of Avonic.

14.3 The costs of maintenance and support, as described in this article, on the Avonic Products or Services with Embedded Software shall be charged separately, if agreed in writing. Failing this, the costs shall form part of the license fees for the use of Embedded Software.

14.4 Maintenance includes the provision, at Avonic's discretion, of updates for the licensed Avonic Products or Services which contain a qualitative (e.g. fault repair) or functional improvement to the Avonic Product provided, possibly including documentation thereof. Avonic is not obliged to keep the Customer and/or User actively informed of any updates or other improvements.

14.5 If maintenance involves a functional improvement, Avonic is entitled to charge additional costs to compensate for this functional improvement.

14.6 Avonic is entitled to refuse to provide maintenance if the Avonic Products or Services, such as cameras, audio-visual or IT systems, or the physical or digital environments in which the aforementioned Avonic Products or Services operate have been modified in any way or form by the Customer or User since the original installation.

14.7 If Customer and/or User refuses to install new updates offered by Avonic, Avonic reserves the right to no longer provide maintenance and support, without any refund of monies paid.

14.8 Support includes the provision of verbal (telephone) and written (e-mail) advice regarding the use and operation of Avonic Products or Services involving Embedded Software.

14.9 Avonic shall only provide Support on the most recent updates of the software. Avonic is entitled, at its discretion, to provide Support on older versions, releases, etc. of software installed on delivered goods.

14.10 Customer or User must test the Avonic Product with Embedded Software after each update to ensure that it functions correctly.

14.11 Avonic reserves the right, at its discretion, to decide at any time that maintenance and/or support will no longer be carried out on certain Avonic Products or Services in combination with Embedded Software, without specifying any reasons. If Customer or User wishes to purchase maintenance services from Avonic after the decision by Avonic not to provide maintenance and/or support for certain Avonic Products or Services, Customer or User can submit a written request to Avonic to enter into a maintenance agreement.

#### **Article 15: Recommendations**

15.1 All services provided by Avonic which can be deemed to be advice

or which have an advisory nature, such as but not limited to Support, shall only be provided to the best of our knowledge and ability.

15.2 Avonic is not responsible and/or liable if the activities resulting from the advice mean that a project of the Customer and/or the User cannot be completed within the specified budget, the specified time and any other predetermined conditions.

15.3 Avonic shall provide advice on the basis of the boundary conditions stipulated by Avonic and information obtained from the Customer. Should it emerge that not all the relevant information has already been obtained and/or should other problems and/or insights arise, such as but not limited to incompatibility problems (products which are incompatible with each other), the advice given may be adapted to this new situation.

#### **Article 16: Works**

17.1 All works, in particular maintenance or Support, or any other form of service, which is specifically agreed in writing, will generally be performed on business days between 9:00 and 18:00, excluding recognised Dutch holidays.

#### **Article 17: Retention of title**

17.1 Avonic retains ownership of the goods delivered to the Customer until such time as the Customer has paid everything that is owed for the delivery of those goods, including any costs, compensation and interest, as well as the amount owing to the Customer not complying in full with his obligations under the Agreement or any other.

17.2 The Customer shall not be entitled to process, dispose of, pledge or otherwise encumber the goods sold with any limited right (of security), nor to hand them over or make them available to third parties, under any name or title whatsoever, as long as they are subject to Avonic's retention of title. Resale by the Customer is only permitted in the context of his normal business operations.

17.3 If third parties seize the goods supplied to the Customer subject to retention of title, or intend to establish or exercise (limited) rights to them, the Customer is bound to inform Avonic of this immediately, in writing, and to make all information and associated documents available to Avonic.

17.4 The Customer is obliged to keep the goods subject to retention of title and/or to identify them for the benefit of Avonic and to keep them separate from each other and from other products kept by the Customer.

17.5 The Customer has a duty of care in respect of the goods subject to the retention of title and must insure them and keep them insured against all risks customary in the sector.

17.6 The Customer shall assist Avonic at all times in exercising its right of ownership. As long as the retention of title applies, the Customer is obliged to grant Avonic access to its buildings and grounds and to impose this on its customers.

17.7 At the first request of Avonic, the Customer is obliged to pledge to Avonic all claims which it acquires with regard to goods supplied by Avonic which are subject to the retention of title and which have been sold to its purchasers.

#### **Article 18: Obligation of the Customer to check and complain**

18.1 Upon delivery, the Customer is obliged to check whether the goods comply with the Agreement. In particular, the Customer must inspect the goods for visible defects and visible (transport) damage immediately upon delivery and check whether the number of goods corresponds to the number of agreed goods and, furthermore, whether any agreed accessories are included in the delivery.

18.2 Visible defects and visible (transport) damage to the goods, as well as differences between the number of goods and/or accessories delivered and the agreed number, must be noted by the Customer on

the consignment note and/or delivery note immediately upon delivery and reported to Avonic in writing, in any case within 24 hours of delivery, with a clear and detailed description of the complaint(s) and stating the order number, failing which the Customer shall be deemed to have received the agreed quantity of goods and/or accessories without visible defects or visible (transport) damage.

18.3 Complaints other than those referred to in 18.2 relating to the goods and/or accessories delivered must be notified by the Customer to Avonic in writing within 30 days of delivery, with a clear and detailed description of the complaint(s) and quoting the order number, so that Avonic is able to respond appropriately.

18.4 If the Customer does not submit the complaints to Avonic within the periods described in 18.2 and 18.3 and in the manner described in those paragraphs, he has not complained within 'an appropriate time' as referred to in Article 7:23(1) of the Dutch Civil Code, and all rights which the Customer has against Avonic, which are actually based on non-compliance with the goods supplied with the contract, shall lapse.

18.5 The Customer shall inform Avonic immediately of any complaints of Users received about the goods.

#### **Article 19: (Non) compliance and expectations of the Customer**

19.1 All goods supplied by Avonic are intended exclusively for sale to businesses, not consumers.

19.2 The Customer has no right to expect that the goods supplied by Avonic are simply suitable for the purpose intended by the Customer, unless the Customer has informed Avonic in writing of the intended purpose prior to the conclusion of the Contract, and Avonic has informed the Customer in writing that the goods supplied are suitable for the purpose intended by the Customer. In order to determine whether the goods are suitable for the purpose intended by the Customer, Avonic may require the Customer to test the goods to be purchased at the Customer's expense before the Customer enters into the Agreement.

19.3 The Customer shall not have the right to expect that the goods supplied by Avonic will work properly in any installation, in a design made by the Customer or a third party or will work properly together with other goods purchased by the Customer from Avonic or third parties, unless, prior to the conclusion of the contract, the Customer has informed Avonic in writing of the intended purpose, installation or design in which the goods are to be used and Avonic has replied in writing or in writing that the goods are suitable for this purpose intended by the Customer. In order to determine whether the goods are suitable for the purpose intended by the Customer, Avonic may require the Customer to test the goods to be purchased at the Customer's expense before the Customer enters into the agreement.

19.4 The Customer shall provide, at its own expense, the translation of documentation relating to the goods into the language or languages of its customers. The Customer shall provide Avonic with copies of all the translated material referred to in the previous sentence in advance. Avonic shall be free to use the translated material at its own discretion.

19.5 Avonic reserves the right to modify the goods and specifications as it sees fit. This right includes the right to introduce new versions of the goods and to remove goods or part of the goods from the range.

19.6 The Customer shall examine whether the goods and product information comply with all requirements of the applicable laws and regulations in the Customer's country of residence, and shall notify Avonic immediately if any goods or product information do not comply with such a requirement. If the Customer fails to provide Avonic with the information referred to in the previous sentence, or if the Customer provides incorrect information, the Customer shall indemnify and hold Avonic harmless against claims by third parties (including governmental authorities) relating to the non-compliance of the goods with local laws and regulations and against all damages and costs which Avonic shall suffer or incur in connection with such claim.

19.7 Also, since the goods may not have insurance cover outside the

Customer's country of residence, the Customer is not permitted to sell the goods to purchasers outside its country or to purchasers in its country who the Customer knows sell to purchasers outside its country of residence without the prior written consent of Avonic.

19.8 Software is licensed "as is". The Customer shall not have the right to expect that licensed software will be free of errors, will continue to work without interruption, is suitable or will remain suitable for any purpose intended by the Customer or User.

19.9 The Customer has no right to expect that goods on which Embedded Software is installed will work in any room. The Customer understands that the control of Avonic Products will not work properly in every room or space, and in some rooms will not work at all.

19.10 The Customer does not have the right to expect that Avonic Products, in combination with Embedded Software or otherwise, will maintain and have maintained compatibility and/or interoperability with other products or systems and with the products, services or systems of third parties.

19.11 The Customer is not entitled to expect that Avonic Products and Services, whether or not in combination with Embedded Software, are suitable for use within every network and are always secure. Avonic recommends that Avonic Products are only used within a closed network, or within a properly secured network. Avonic is not responsible for the network or its security.

#### **Article 20: Registration and Certification of the Goods**

20.1 The Customer shall be responsible for obtaining product registrations and certifications and other governmental licenses, approvals, permits or other authorizations required to enable Avonic to import, sell, distribute, advertise and promote the goods. The Customer shall bear all costs of obtaining such documents, unless otherwise agreed in writing.

20.2 All applications for registration or certification of the goods shall be made in the name of Avonic.

#### **Article 21: Suspension and termination**

21.1 Avonic has the right to suspend or terminate the Agreement with immediate effect and without judicial intervention, or to demand the termination in court, without any notice of default or omission being required and without being obliged to pay (any form of) compensation or damages, if:

(a) the Customer has applied for or been granted a (temporary) moratorium;

(b) the Customer has instituted bankruptcy proceedings, a third party has filed a petition against the Customer or a court has declared the Customer bankrupt;

(c) the Customer requests the Court to apply the Debt Rescheduling (Natural Persons) Act or a court declares that this Act is applicable to the Customer;

(d) the Customer's business is wound up;

(e) the business of the Customer is discontinued or the business of the Customer is wholly or partly transferred, including the transfer of the business to a newly established or existing company;

(f) a substantial part of the Customer's assets, including movable and immovable property, accounts receivable and intellectual property rights of the Customer are seized before judgment or foreclosure.

(g) the Customer fails to comply with its obligations under an Agreement which it has entered into, or does not do so properly or on time, or if there are grounds to fear that this will happen.

21.2 Avonic reserves all rights to which it is entitled under the law, including the right to cancel or dissolve the Agreement due to non-compliance by the Customer on the basis of article 6:265 of the Civil Code.

21.3 Any claim by Avonic relating to a part of the Agreement that has already been performed, or damage suffered as a result of the suspension or termination, which is deemed to be loss of earnings, shall become immediately due and payable.

#### **Article 22: Cancellation**

22.1 If the Customer wishes to cancel the Agreement without Avonic being in default and if Avonic agrees to do so, Avonic shall be entitled to charge the Customer for the costs, damage and loss of profit and, at its discretion and depending on all the circumstances (e.g. deliveries already made), 15% to 100% of the contract price.

#### **Article 23: Force majeure (non-attributable failure)**

23.1 Avonic is not obliged to comply with the obligations entered into with regard to the Customer if this is not possible 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 shortcoming.

23.2 Force majeure is defined as any shortcoming in the performance of the Agreement for which Avonic cannot be held responsible, because it is not its fault, and for which it cannot be held accountable by virtue of the law, legal acts or generally accepted practice.

23.3 Force majeure also includes, without limitation:

- (a) fire;
- (b) war and threat of war;
- (c) (threat of) terrorist attacks;
- (d) riots, revolution;
- (e) natural disasters, including, without limitation, flooding;
- (f) non-delivery or late delivery of goods by (partial) suppliers or other third parties engaged by Avonic;
- (g) legal regulations and measures issued by the Dutch government, which hinder the fulfilment (within the time limit) of the Agreement by Avonic, including import and export bans;
- (h) legal regulations and governmental measures issued by foreign governments or by bodies of the European Union, which hinder the fulfilment (within the time limit) of the Avonic Agreement, including import and export bans;
- (i) illegal national, foreign and European legal actions which impede (within the time limit) the performance of the Avonic Agreement, including, without limitation, seizure of goods by national or foreign governments or prevention of transport of goods by the police of a country without permission;
- (j) non-delivery or late delivery of goods by Avonic to the Customer as a result of delays in the import of the goods by Avonic, in particular delays in the customs clearance procedures;
- (k) disturbances in the supply of energy and water, disturbances in the (telecommunications) network or in the communication systems used by Avonic and/or the Customer;
- (l) strikes in the company of Avonic.
- (m) hacking, cracking, (D)Dos attacks, or any downtime or unavailability due to unlawful actions by third parties, the destruction, damage or rendering unusable by whomever, of any automated work or any work for telecommunications, causing a disturbance in the course or operation of such work, or the thwarting by whomever of any safety measure taken in respect of such work.

23.4 During the period of force majeure, Avonic's obligations shall be postponed. If the force majeure lasts longer than 45 days without interruption, both parties have the right to terminate the Agreement in writing with immediate effect. In this case, Avonic is not bound to compensate for any damage whatsoever suffered by the Customer as a result.

23.5 If Avonic has already performed part of an Agreement, the Customer shall pay the purchase price for the goods delivered.

#### **Article 24: Warranty**

If, at the time the Agreement is entered into, a warranty for the Products with a specified period is granted by Avonic to the Customer, the following provisions shall apply.

24.1 Avonic guarantees that the Products are free of material and manufacturing defects for the specified period after the invoice date. Avonic only provides a warranty to the Customer.

24.2 Avonic does not guarantee uninterrupted use and absolutely faultless operation of the Products or the software, compatibility with any other product, transport damage, electrical surges, lightning, incorrect power supply or goods without serial number or missing product label, power supplies, damage to LCD panels, accidental damage.

24.3 No warranty applies if, among others:

- the damage is caused by incorrect use or incorrect installation;
- the Product has visible usage damage;
- the Product is not used in accordance with the user instructions and conditions;
- the alleged defect is caused by a circumstance that is primarily located or originates outside of the Product;
- The Customer has continued to use the item after the defect was discovered;
- The alleged defect is the result of lack of proper maintenance;
- the Product was opened, repaired or modified by the Customer or third parties without the consent of Avonic;
- the Product was used in a mobile or rental situation;
- the alleged defect is the result of normal wear and tear;
- the Product was 'refurbished' or phased out at the time of sale by Avonic, unless agreed otherwise in writing.

24.4 In the event of a claim, the Customer must first allow Avonic to investigate the problem remotely. If Avonic has not had the opportunity to investigate the problem remotely, for example with a 'remote desktop session', any problem that could have been solved remotely is considered a 'no problem found'.

24.5 If remote investigation has not solved the problem, the Customer must send the Product to Avonic for inspection at the Customer's expense and risk. In all cases, return shipments shall be made in a manner determined by Avonic and in the original packaging, and with the prior written approval of Avonic. All repaired, replaced or 'no problem found' Products travel from Avonic to the Customer at the Customer's risk and expense.

24.6 Inspection of the Products and conclusions based on such inspection are at Avonic's sole discretion. Avonic reserves the right to charge costs if no problem is found.

24.7 If the Customer has notified Avonic of a claim in good time (in accordance with Articles 18.2 and 18.3) and Avonic has acknowledged this claim, Avonic shall only be obliged to replace or repair the Product supplied or to refund (part of) the purchase price for the Product, at Avonic's discretion. After repair or replacement, the initial warranty period continues; no new warranty period begins. Replacement Products may be "refurbished" or "remanufactured" goods, or Products with the same, similar or better characteristics. Replaced parts and goods are or become the property of Avonic.

#### **Article 25: Liability of Avonic**

25.1 Except in the case of liability based on mandatory law and an intentional act or omission, or gross negligence on the part of Avonic,

any liability on the part of Avonic for damage is excluded. Liability for any indirect or consequential loss, including but not limited to loss of profit or loss as a result of late delivery or as a result of stagnation and damage as a result of claims from buyers of the Customer, is expressly excluded.

25.2 In all cases where Avonic is obligatory to pay compensation, the total liability of Avonic to the Customer, on whatever theory or grounds, shall always be limited to the net invoice value of the Products or to that part of the net invoice value to which a claim for compensation is directly or indirectly related. The total compensation owed by Avonic shall under no circumstances amount to more than € 100,000 per event, whereby a series of related events shall be regarded as a single event.

25.3 Avonic is not liable for damage, of whatever nature, which is caused by the Customer using incorrect and/or incomplete information which was provided by or on behalf of the Customer when placing the order or at a later stage.

25.4 Avonic is not liable for damage of any nature whatsoever which is caused by or since the Customer or User treated or processed the Products supplied, supplied them or had them treated or processed by third parties or supplied them to third parties. Neither is Avonic liable for damage of any nature whatsoever caused by incompatibility problems, i.e. the impossibility of combining the Products supplied by Avonic with other equipment.

25.5 Avonic is in no case liable for damage of any nature whatsoever caused by negligent or injudicious use of the Products by the Customer or a third party. Injudicious or negligent use is, in any case, understood to mean the use of the supplied Products in any other way than that prescribed in the manufacturer's instructions and the terms and conditions of use.

25.6 The Customer shall indemnify Avonic against any claims by third parties for (product) liability as a consequence of a defect in a Product or system supplied by the Customer to a third party, and which consisted (in part) of Products or related materials supplied by Avonic.

25.7 All claims against Avonic, except those acknowledged by Avonic, lapse by the mere lapse of 12 months after the claim arises.

25.8 Avonic is not responsible for any (local) registration or regulatory procedure in the destination countries. The Customer is obliged to compensate Avonic for all damage suffered by Avonic in this regard, including the (full) costs of defence.

#### **Article 26: protection of personal data**

26.1 Avonic processes personal data from time to time in accordance with the General Data Protection Regulation (GDPR) for the performance of an Agreement with the Customer. Personal data provided to Avonic by the Customer will only be used for this purpose. Insofar as the Customer is entitled to do so, the Customer expressly agrees to the inclusion of (personal) data in Avonic's personal data register for administration and management purposes. This personal data registration is only accessible by Avonic. This data will not be passed on to third parties in the sense of the GDPR, except in cases where Avonic is obliged to do so by law or by court order. If Avonic requires the services of third parties to perform or process certain tasks, the GDPR will be complied with.

26.2 If the Customer or the User is deemed to be a data controller within the meaning of the GDPR and Avonic is deemed to be a processor within the meaning of the GDPR on behalf of the Customer, the Customer shall process personal data in accordance with the legislation applicable to the protection of personal data and shall conclude a processing agreement.

26.3 The person responsible for processing acknowledges that the processing of personal data as assigned to Avonic is lawful. The person responsible for processing also acknowledges that he/she has ascertained that Avonic has appropriate technical and organisational measures in place as referred to in Article 28, clause 1 of the GDPR,

including security measures as referred to in Article 32 of the GDPR. The Customer shall indemnify Avonic against any claims for infringement of personal privacy relating to the above.

26.4 The transmission to Avonic of personal data processed using Avonic Products and Services, including but not limited to video, audio and image material, constitutes new processing for which the controller must provide a justification. Avonic shall not process personal data processed with Avonic Products unless the data controller or the data subject makes this personal data available to Avonic themselves, subject to the provisions of 26.2.

#### **Article 27: Sanctions Laws**

27.1 Commercial laws are any laws, regulations or other binding measures of the United Nations, the European Union, an EU Member State, the United States of America or any other jurisdiction applicable to the Parties and relating to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

27.2 The Customer agrees and acknowledges that the goods shall be sold and delivered in accordance with all applicable trade laws. The Customer agrees to identify and comply with all applicable obligations and restrictions arising under trade laws. Customer acknowledges that trade laws prohibit, in whole or in part, certain requirements for exports, transactions and dealings with certain countries, persons and entities. The Customer shall review and comply with all applicable trade laws relating to the Agreement.

27.3 The Customer represents and warrants in connection with the business to be exported that it has not participated in or had any involvement in and will not in the future participate in or be involved in bribery or corruption in any form, directly or indirectly, and has not violated or caused third parties to violate any applicable anti-bribery or corruption laws and regulations of any jurisdiction.

#### **Article 28: Applicable law**

28.1 Dutch law applies exclusively to these general terms and conditions and all Agreements between the Customer and Avonic, the United Nations Convention on Contracts for the International Sale of Goods (1980) [CISG] and the Vienna Sales Convention excluded.

#### **Article 29: Jurisdiction**

29.1 Any disputes arising from an Agreement between the Customer and Avonic shall be submitted exclusively to the competent court in The Hague, the Netherlands, unless Avonic opts to submit the dispute to the competent court in the place where the Customer has its registered office.

29.2 Disputes between Avonic and Customers based outside the European Union shall be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator. The place of arbitration shall be The Hague, the Netherlands. The arbitration proceedings shall be conducted in the English language.

#### **Article 30: Amendment of general terms and conditions**

30.1 Avonic is entitled to amend and/or supplement these General Terms and Conditions. The Customer shall be notified in writing of any amendment and/or addition. The amended general terms and conditions of Avonic shall apply, unless written objections are made within 30 (thirty) days of the date of the amendment.

Amendments and supplements to the general terms and conditions of Avonic and/or the agreements concluded between Avonic and the Customer are only valid if they have been established in writing by Avonic.

30.2 The most recent version of these general terms and conditions has been filed with the Court of The Hague under number 10/2022 and can also be consulted on the website: [www.avonic.com/terms-conditions](http://www.avonic.com/terms-conditions).