



GENERAL TERMS AND CONDITIONS OF DELIVERY

RDA - BV

Article 1 General

1. These terms and conditions shall apply to all quotations, offers and agreements made between RDA B.V., with its registered office at Spoorakkerweg 6, Udenhout, Netherlands, hereinafter referred to as 'RDA', and an Other Party to which RDA has stated these terms and conditions shall apply. The Other Party expressly acknowledges having taken note of these terms and conditions on entering into the agreement.
2. These terms and conditions shall also apply to agreements with RDA for the performance of which RDA needs to involve third parties.
3. These terms and conditions have also been written for members of RDA's staff and its board of management.
4. The applicability of any purchasing conditions or other conditions used by the Other Party is specifically excluded unless and insofar as RDA has expressly accepted the applicability of such conditions in writing.
5. If RDA accepts such conditions as referred to in 1.4, RDA's general terms and conditions shall prevail in the event of any conflict.
6. If one or more provisions of these general terms and conditions should be null and void or is/are voided in full or in part at any time, the other provisions of these general terms and conditions shall remain fully applicable. RDA and the Other Party shall then consult with each other in order to agree on new provisions to replace the null and void or voided provisions, while taking the purpose and intent of the original provisions into account as much as possible.
7. If there should be any lack of clarity in terms of the interpretation of one or more provisions of these general terms and conditions, the interpretation must be 'in the spirit of' these provisions.
8. If a situation should arise between the two parties that is not covered by these general terms and conditions, the situation must be assessed in the spirit of these terms and conditions.
9. If RDA does not always demand strict compliance with these terms and conditions, this shall not mean that its provisions do not apply nor that RDA should to any extent lose the right to demand strict compliance with these terms and conditions in any other cases.

Article 2 Offers and quotations

1. All offers and quotations made by RDA shall be without obligation and may be withdrawn by RDA at any time, even if they state a period for acceptance. An offer or quotation shall cease to be valid if the product to which the offer or quotation relates is no longer available.
2. Any verbal offers shall always be deemed to have been made under express reservation of an identical written confirmation issued by RDA.
3. RDA shall not be able to be bound by its offers or quotations if the Other Party can reasonably understand that the offers or quotations, or a part of them, contain a clear mistake or writing error.
4. The prices stated in an offer or quotation shall be in euros, shall exclude VAT and other government levies, and any costs arising under the terms of the agreement (including travel and subsistence costs, shipping costs and administration charges), unless otherwise indicated.
5. If acceptance of the offer or quotation deviates from the proposal made in the offer or quotation (whether on minor points or otherwise), RDA shall not be bound by it. In such cases, the agreement shall not be concluded in accordance with the acceptance that includes such deviations, unless otherwise indicated by RDA.
6. A composite quotation shall not oblige RDA to carry out part of the order for a corresponding portion of the price stated. Quotations and offers shall not automatically apply to future orders.

Article 3 Performance of the agreement

1. An agreement between the parties shall be concluded in writing through the signing of a joint document or on the date five working days from the agreement being sent if the Other Party has not indicated that it does not want to proceed with the purchase or delivery.
2. The agreement between RDA and the Other Party shall be entered into for an indefinite period of time unless the nature of the agreement suggests otherwise or if the parties have expressly agreed otherwise in writing.
3. If a deadline has been agreed or stated for the completion of specific work or for the delivery of specific items, such a deadline shall never be considered to be final. If a deadline is exceeded, the Other Party must therefore give RDA notice of default in writing. When notice of default is given, RDA must be offered a reasonable period of time in which to still execute the agreement.
4. If RDA needs details from the Other Party for the execution of the agreement, the completion time shall not begin before the Other Party has made such correct details available to RDA in full.
5. RDA shall be entitled to have specific work carried out by third parties.
6. RDA shall be entitled to execute the agreement in different phases and to invoice for the executed portions separately.
7. If the agreement is executed in phases, RDA may put the execution of those components that are part of a subsequent phase on hold until the Other Party has approved the result of the preceding phase in writing.
8. If during the execution of the agreement it should transpire that it would be necessary to amend the agreement or to supplement it in order to ensure that it is sufficiently executed, the parties shall consult with each other in good time in order to amend the agreement. If the nature, scope or content of the agreement is changed, whether or not at the request or instruction of the Other Party, the competent authorities, etc., and the agreement is consequently amended qualitatively and/or quantitatively, this may also have consequences for the agreements originally made. This may result in the amount originally agreed being increased or decreased. On request, RDA shall first draw up a quotation for this. Any amendment to the agreement may furthermore necessitate a change to the completion time originally given. The Other Party accepts the possibility of amendments being made to the agreement, including changes affecting price and completion time.
9. If the agreement is amended, including any supplements, RDA shall be entitled to implement such amendments only once the authorised member of RDA staff has given his/her agreement and the Other Party has agreed to the price and other conditions indicated for execution, including the time to be determined at such a time for the execution of the agreement. If RDA does not or does not immediately execute the amended agreement, this shall not constitute a breach of contract on the part of RDA, neither shall it form the basis for the Other Party terminating the agreement. Without being in default, RDA may refuse any request for an amendment to the agreement if this would have qualitative and/or quantitative consequences for, for example, the work to be carried out or the items to be delivered within that scope.

Article 4 Delivery

1. The agreed delivery times shall be target times and shall not be binding for RDA.
2. Delivery shall take place on an *ex-works* basis, in accordance with Incoterms 2000. Transportation or shipping of goods supplied by RDA therefore always takes place at the risk of the Other Party.
3. The Other Party shall be obliged to take possession of the items when they are presented to it. If the Other Party refuses to take possession or is negligent in providing information or instructions required for delivery, RDA shall be entitled to store items at the risk and expense of the Other Party. If RDA suffers any damage due to the delivery not being able to take place or not taking place on time, the Other Party shall be obliged to compensate RDA for such damage.
4. The agreed delivery times shall be target times and shall not be binding for RDA.
5. Delivery shall take place subject to retention of title as detailed in article 5 'Retention of title' below.

Article 5 Retention of title

1. All items supplied by RDA within the scope of the agreement shall remain the property of RDA until the Other Party has properly complied with all of its obligations as set out in the agreement(s) entered into with RDA.
2. The items supplied by RDA that fall under retention of title pursuant to subclause 1 may not be sold on and may not in any circumstances be used as a means of payment. The Other Party shall not be authorised to pledge items falling under retention of title or to encumber them in any other way.
3. The Other Party must always do whatever can reasonably be expected of it to safeguard RDA's rights of ownership.



4. If third parties seize items supplied under retention of title or intend to establish or assert rights on such items, the Other Party shall be obliged to inform RDA immediately.
5. The Other Party shall undertake to insure the items supplied under retention of title and to keep them insured against fire, explosion and water damage as well as against theft, and to make the insurance policy available to RDA for inspection at first request. If any payment is made on the basis of the insurance, RDA shall be entitled to the money paid out. To the extent necessary, the Other Party shall undertake from the very start to provide RDA with assistance in everything that is or may transpire to be required or desirable in this respect.
6. In the event of RDA wanting to exercise the rights of ownership specified in this article, the Other Party shall give in advance its unconditional and irrevocable permission to RDA and to any third parties designated by RDA to enter all those locations where RDA's property can be found and to repossess the items.

Article 6 Suspension and termination of the agreement

1. RDA may terminate the agreement with the Other Party unilaterally and without judicial intervention:
 - a. if the breach in the performance of an obligation the Other Party has amounts to a fundamental breach of contract, which, among other examples, shall be the case if the Other Party does not pay on time, does not take possession of the items, or does not take possession of the items in time;
 - b. in the event of the Other Party being declared bankrupt or if a suspension of payments is granted to it or the Other Party requests for the Debt Management (Natural Persons) Act to be applied to it;
 - c. in the event of the Other Party not complying with a request from RDA to provide security;
 - d. If circumstances arise of such a nature that renders performance of the agreement impossible or if other circumstances arise of such a nature that unaltered maintenance of the agreement cannot reasonably be demanded of RDA.
2. In the event of liquidation, of suspension of payments or bankruptcy or a request for such, of seizure - if and to the extent that seizure is not lifted within three months - affecting the Other Party, of debt rescheduling or other circumstances due to which the Other Party is no longer freely able to make use of its assets, RDA shall be free to terminate the agreement with immediate effect or to cancel the order or agreement, without having any obligations on its part regarding payment of compensation or damages.
3. In the event of a breach in the performance of the obligations with respect to one of the deliveries made by RDA to the Other Party, RDA provides a valid reason for concluding that a fundamental breach will occur with respect to future deliveries, RDA may, if within a reasonable period of time, declare the agreement to be set aside for the future.
4. If RDA terminates the agreement in accordance with this article, all receivables that RDA is able to claim from the Other Party for whatever reason shall become immediately due and payable.
5. If RDA proceeds with suspension or termination, RDA shall in no way be obliged to pay compensation for damage and costs arising from this in any way, while the Other Party, by reason of breach of contract, shall be obliged to pay compensation or damage for both direct and indirect damage.
6. If the agreement is terminated by RDA before the end of the term, RDA shall, in consultation with the Other Party, ensure that work still to be carried out is transferred to third parties. This is unless termination is attributable to the Other Party. If the transfer of work involves additional costs for RDA, these costs shall be charged to the Other Party. The Other Party shall be obliged to pay such costs within the time frame given for this, unless otherwise indicated by RDA.
7. RDA may give the Other Party written permission to cancel the agreement on payment by the Other Party of reasonable compensation for the losses and loss of profit suffered by RDA.

Article 7 Force majeure

1. RDA shall not be obliged to fulfil any obligation with respect to the Other Party if prevented from doing so as a result of a circumstance that is not attributable to fault, nor accountable by law, legal act or generally accepted standards.
2. In these terms and conditions and in addition to its definition in legislation and case law, force majeure shall mean all external causes, foreseen or unforeseen, over which RDA can have no influence but through which RDA is unable to meet its obligations. Strikes at RDA or third-party strikes are included in this. RDA shall also be entitled to rely on force majeure if the circumstance that prevents performance / continued performance of the agreement occurs after RDA should have met its obligation.
3. RDA may suspend its contractual obligations for the duration of the period during which force majeure prevails. If this period lasts for more than two months, each of the parties shall be entitled to terminate the agreement without any obligation to pay compensation for damage to the other party.
4. To the extent that RDA has partially met its obligations or will be able to meet them at the time at which the force majeure situation starts and the performed component or component to be performed has independent value, RDA shall be entitled to invoice for the already performed component or component to be performed separately. The Other Party shall be obliged to pay the invoice as if a separate agreement were involved.

Article 8 Price and payment

1. The prices charged by RDA shall be in euros and shall not include VAT, unless otherwise indicated.
2. If RDA agrees a fixed price with the Other Party, RDA shall nevertheless at all times be entitled to increase this price without the Other Party being entitled in such cases to terminate the agreement for this reason if the price increase is the result of an entitlement or obligation pursuant to the law or regulations or is caused by an increase in the price of raw materials, wages, etc. or by other reasons that were not reasonably foreseeable at the time the agreement was entered into.
3. Payment of 50% of the invoice price must be made prior to delivery unless the parties agree otherwise in writing. RDA shall then not proceed with delivery until it has received payment of 50% of the invoice price.
4. Payment of the remaining 50% of the invoice price must be made within 30 days from the date of invoice in a way indicated by RDA and in the currency of the invoice, unless otherwise indicated by RDA in writing. RDA shall be entitled to send invoices periodically.
5. If the Other Party fails to pay an invoice on time, the Other Party shall be in default by operation of law. The Other Party shall then owe interest of 2% per month, unless the statutory rate of interest is higher, in which case the statutory rate of interest shall be owed. Interest on the due and payable amount shall be calculated from the date on which the Other Party is in default until the date on which the due amount is paid in full.
6. RDA shall be entitled to allow the payments made by the Other Party to serve to reduce costs first, then to reduce interest owed and finally to reduce the principal sum and current interest.
7. Without it causing RDA to be in default, RDA may refuse an offer of payment if the Other Party indicates an alternative order for the allocation of the payment. RDA may refuse full payment of the principal sum if the due interest, current interest and collection charges are not also paid at the same time.
8. The Other Party shall not under any circumstances be entitled to set off the amount it owes to RDA.
9. Complaints concerning the invoice amount shall not release the Other Party from its payment obligations.
10. If the Other Party is in default or in breach with respect to the prompt performance of its obligations, all actual costs incurred for obtaining payment out of court, including legal and enforcement costs, shall be payable by the Other Party. The Other Party shall also owe interest on the collection costs due.

Article 9 Warranties

1. RDA warrants that the goods supplied / work carried out, including the items used for this, shall be of good quality and free from defects.
2. The warranty provided in 9.2 shall always be limited to the warranty as provided by RDA's supplier.

Article 10 Complaints

1. The Other Party shall be obliged to inspect the items delivered / work carried out or to have them inspected immediately on the items being made available or immediately after the work has been carried out. In doing so, the Other Party must check whether the quality



and/or quantity of the items delivered / work carried out conforms with what was agreed and meets the requirements agreed by the parties in this respect.

2. Any visible defects must be reported to RDA in writing and by registered post within seven days of delivery. Any non-visible defects must be reported to RDA in writing immediately, or in any case within seven days of their discovery, by registered post. The report must contain as detailed a description of the defect as possible so that RDA is able to respond effectively. The Other Party must give RDA the opportunity to investigate any complaint itself or to have it investigated by a third party.
3. If the Other Party submits a complaint on time, this shall not release the Other Party from its payment obligations. The Other Party shall in such cases still be obliged to accept the items / work and pay for the other items ordered.
4. If no report is made of a defect within the period of time stated in article 9, the Other Party shall no longer be entitled to repair, replacement or compensation.
5. If it has been established that an item is defective and a complaint was made about it in time, RDA shall, at RDA's discretion, replace the defective item, arrange for repair of it or pay alternative compensation within a reasonable period of time following receipt of the item returned by the Other Party or, if return of the item is not possible, of written notification of the defect provided by the Other Party. In the case of replacement, the Other Party shall be obliged to return the item to be replaced to RDA and grant RDA ownership of it, unless RDA indicates otherwise.
6. If it has been established that a complaint is not justified, the costs arising from the complaint, including the costs for investigation incurred by RDA, shall be payable by the Other Party in full.
7. After expiry of the warranty period, all costs for repair or replacement, including administrative costs, shipping costs and call-out charges, shall be invoiced to the Other Party.
8. Notwithstanding the statutory time limits, the time limit for all claims and defences against RDA and any third parties involved in the execution of an agreement by RDA shall be one year.

Article 11 Liability

1. A party that fails imputably in respect of the other party and/or commits an unlawful act towards the other party shall be liable for compensation of the damage suffered and/or to be suffered by that party. RDA shall not in any circumstances be liable for damage of any kind caused by RDA using incorrect and/or incomplete information supplied by the Other Party or on its behalf.
2. If RDA should be liable for any damage at all, RDA's liability shall be limited to the value of the invoice for the order as a maximum, or to that component of the order to which liability relates.
3. RDA's liability shall in any case be limited to the amount paid out by its insurer, if applicable.
4. RDA shall be liable only for direct damage.
5. Direct damage shall mean solely reasonable costs for establishing the cause and the scope of damage, to the extent that establishment relates to the damage within the meaning of these terms and conditions, any reasonable costs incurred in holding RDA accountable for its inadequate performance of the agreement, to the extent that such costs can be attributed to RDA, and reasonable costs incurred for preventing or limiting damage, to the extent that the Other Party demonstrates that such costs led to a limitation of direct damage, as referred to in these general terms and conditions.
6. RDA shall not in any circumstances be liable for indirect damage, including consequential damage, lost profits, lost savings and damage through business interruption.
7. The limitations of liability stated in this article shall not apply if the damage can be attributed to wilful misconduct or gross negligence.

Article 12 Indemnity

1. The Other Party shall indemnify RDA against any claims from third parties who suffer damage connected to the execution of the agreement. Furthermore, the Other Party shall indemnify RDA against any claims from third parties resulting from the use of the items delivered.
2. If RDA should be called to account by third parties in this respect, the Other Party shall be obliged to assist RDA both in and out of court and to do all that would be expected of it in such cases without delay. If the Other Party fails to take adequate measures, RDA shall be entitled to do so itself without notice of default. All costs and damage incurred by RDA and third parties as a result shall then be fully at the risk and expense of the Other Party.

Article 13 Intellectual property

RDA shall reserve the rights and authorities accorded to it on the basis of the Copyright Act and other intellectual property laws and regulations. RDA shall be entitled to use the knowledge acquired through the execution of an agreement for other purposes too, to the extent that in doing so, no strictly confidential information relating to the Other Party is disclosed to third parties.

Article 14 Applicable law and disputes

1. All legal relationships to which RDA is party shall be governed exclusively by Dutch law, also if an obligation is performed wholly or partly in another country or if the party involved in the legal relationship has its place of business there. The Vienna Sales Convention shall not apply.
2. The court in RDA's place of business shall have exclusive jurisdiction to take cognisance of disputes, unless the law prescribes otherwise as mandatory. Nevertheless, RDA shall be entitled to bring a dispute before a legally competent court.
3. The Parties shall appeal to the court only after having first made every effort to resolve the dispute between themselves.

Article 15 Location of and amendments to terms and conditions

1. These general terms and conditions (version dated January 2017) can be consulted on RDA's website at www.rda-bv.nl. In addition, the general terms and conditions shall always be sent to the Other Party automatically by e-mail along with quotations and invoices.
2. RDA reserves the right to amend or add to these terms and conditions. Amendments shall also apply to agreements already entered into with due observance of a period of 14 days from the date on which the Other Party is informed. If an Other Party does not want to accept a proposed amendment, the Other party shall be able to terminate the agreement up until the date on which the new general terms and conditions become effective.
3. The Dutch text of the general terms and conditions shall always prevail in the interpretation of them.