

General Terms and Conditions of VDL Rena Electronica B.V.

Version 9.0: July 2024

Article 1 – General

1. In these Conditions the following terms will mean:

- **Rena:** VDL Rena Electronica B.V., with its registered office in Zundert, at Industrieweg 13, listed with the Commercial Register of the Chamber of Commerce under number 20093814.
- **Offer or Proposal:** Rena's written offer to the Customer to deliver services and/or Products.
- **Orders:** the Customer's order of Services and/or Products and/or acceptance of the offer by the Customer.
- **Services:** the services provided to the Customer by Rena, as set out in more detail in the order confirmation.
- **Intellectual Property Rights:** patents, rights to inventions, utility models, copyrights and related rights, trademarks, service marks, company, domain and brand names, rights in designs, gerber files, rights to computer software, rights to confidential information and all other intellectual property rights, registered or unregistered, and including applications for and renewals of such rights.
- **Customer:** legal entity or a government organisation that purchases Services and/or Products from Rena.
- **Licences:** a non-transferable and non-exclusive right to use the Software solely for the purposes of the normal conduct of the business and operations of the Customer and its direct and indirect affiliates.
- **Contract:** the contract between Rena and the Customer.
- **Product(s):** the goods supplied by Rena (i.e. materials, (spare) parts, components, software, data carriers, production facilities and consumables), Services, and Software or other items on which intellectual property rights are based.
- **Software:** all software to be made available and/or already made available by Rena or on behalf of Rena, including the documentation relating thereto.
- **Specifications:** the technical/functional description of the Products referred to in the Offer and/or Rena's acceptance of the Order.
- **Conditions:** these general terms and conditions.

2. These Conditions apply to all offers, quotations, order confirmations and contracts between Rena and the Customer.

3. Rena rejects any deviating conditions, unless explicitly accepted and recorded in writing.

Article 2 – Rena's Offer

1. All Offers, quotations, cost budgets, etc. of Rena are without obligation and apply for a maximum of 30 days, unless otherwise agreed in writing.

2. Rena cannot be held to its Offers if the Customer can reasonably understand that the Offer contains an obvious mistake or error.

3. Rena shall be authorised to adjust the Specifications, pricing and/or conditions set out in the Offer during the validity of the offer period concerned.

4. All information and/or Specifications provided by Rena will always be approximate, unless explicitly indicated otherwise in writing.

5. Every Offer is based on performance of the Contract by Rena under normal conditions and during normal working hours.

6. All documents relating to Offers are and remain the property of Rena and may not be given to third parties for inspection, be reproduced or copied in any way whatsoever, without Rena's prior written consent.

7. Offers do not automatically apply to follow-up orders/contracts.

8. A Contract with Rena comes into effect as soon as Rena has confirmed the order given in writing or as soon as Rena has started to implement the order given.

Article 3 – Performance of Contract

1. Rena shall exert itself to the best of its knowledge and ability to implement the Contract optimally. Rena's delivery and lead times are approximate.

2. The Customer is responsible for ensuring that any information requested or required by Rena that may be relevant to the preparations and performance of the Contract is furnished timely, completely

and correctly to Rena. In default thereof, Rena has the right to suspend performance of the Contract and/or to charge the Customer for any extra costs as a result thereof.

3. Rena is authorised to engage third parties in the performance of the Contract and to accept the general terms and conditions (with liability limitation) of those third parties on behalf of the Customer.

4. Rena is permitted to perform the Contract in parts and to invoice these parts separately.

5. In the event that the parties have agreed that the Contract will be performed in phases, Rena shall be entitled to suspend the performances to be carried out in the next phase(s) until the Customer has agreed in writing to the results from the previous phase.

6. In the event that work under the Contract is performed by Rena or by third parties engaged by Rena on the Customer's premises or at an address designated by the Customer, the Customer must ensure that all reasonable requests for facilities made by employees are provided free of charge

7. The Customer indemnifies Rena against any claims by third parties suffering damage ensuing from the performance of the Contract and which are attributable to the Customer.

8. Rena reserves the right to cancel an order that has already been placed, for whatever reason, without being obliged to pay damages.

Article 4 – Prices

1. Unless otherwise agreed in writing, the price (order amount) is as set out in the Offer and/or the Contract:

- based on the prices valid at the time of entering into the Contract;
- excluding costs of packaging and loading;
- excluding VAT, taxes and other levies imposed by the government, including customs duties;
- based on 'Ex Works' ('Ex Works'), in accordance with the Incoterms 2020, (hereinafter referred to as: '**Ex Works**').

2. Modifications, including additional costs, to the original order of any kind made by or on behalf of the Customer leading to higher costs than could be estimated when preparing the quotation are to be charged to the Customer. This applies regardless of whether or not the above-mentioned modification could have been foreseen or not by Rena at the time of entering into the Contract.

3. Modifications as referred to in the previous paragraph do not give the Customer the right to cancel.

Article 5 – Payment

1. The payment term is 30 days after the date of invoice, unless agreed otherwise in writing. The Customer cannot invoke any discount, set-off or suspension. Objections to the invoice do not suspend payment obligations.

2. The Customer is required to provide security for payment of all amounts payable by it at any time, immediately on Rena's request. If and for as long as the Customer refuses or is unable to provide security, Rena will have the right to suspend the performance of its obligations under the Contract.

3. After expiry of the payment term, the Customer is legally in default. From that time, the Customer must pay the statutory commercial interest and extrajudicial collection costs.

4. All costs necessarily incurred by Rena to settle the claim in and out of court are for the Customer's account. The extrajudicial collection costs are calculated in accordance with the Staffel extrajudicial collection costs, with a minimum of € 250,-.

5. In the event of a jointly given order, Customers will be jointly and severally liable.

6. In the case of partial deliveries Rena shall be entitled to invoice these partial deliveries separately.

7. Rena's claims on the Customer, of whatever nature, are in any case immediately due and payable in the following cases: in case of overdue payment by the Customer; in case the Customer is declared bankrupt or has filed for bankruptcy, if suspension of payment is applied for or has been granted; a request for placing the Customer under guardianship is filed; in case the Client's property is seized; or, if the Customer is a natural person, dies, enters into liquidation or announces that it intends to cease or has ceased its business activity.

Article 6 – Delivery and Delivery Times

1. Delivery of the products by Rena takes place Ex Works, unless otherwise agreed in writing. At the Customer's request, Rena shall arrange the transport of the Products. Transport is at the Customer's risk and expense.

2. The risk of damage to or loss of Products shall transfer to the Customer from the moment that the Products are loaded for transport at Rena's loading point.

3. Rena has the right to deliver the Products by means of partial deliveries.
4. The Customer is obliged to accept delivery of the Products delivered by Rena in the condition in which they are delivered. In the event that the Customer refuses acceptance or has failed to provide information or instructions that are necessary for the delivery of the Products, Rena reserves the right to store the Products at the Customer's risk and expense.
5. Rena shall make reasonable efforts to ensure that the agreed (delivery) periods and/or (final) dates are observed as far as possible. The agreed dates are always considered target dates, are not binding on Rena and are of an approximate nature.
6. In the event that Rena fails to deliver the Products on the agreed delivery date, the Customer will not be entitled to damages unless the delay is due to intent or gross negligence on the part of Rena's management.
7. In all cases - i.e. even if the parties have agreed a final term (of delivery) or (delivery) date - Rena will only be in default on account of exceeding the delivery date after the Customer has given Rena written notice of default, in which case the Customer shall give Rena a reasonable period of time to remedy the default and this reasonable term has expired.
8. Rena is not bound by a (delivery) date or (delivery) period, whether or not it is final, if the parties have agreed a change in the content or scope of the Contract or a change in the approach to the performance of the Contract, or if the Customer fails to fulfil its obligations arising from the Contract, or fails to do so on time or in full.
The fact that additional work (or the demand for it) arises during the performance of the Contract shall never be a ground for the Customer to dissolve or terminate the Contract.
9. Rena is entitled to suspend the execution of Orders pursuant to force majeure, as described in Article 13 (Force Majeure), without being obliged to pay damages.

Article 7 – Retention of Title

1. All Products delivered by Rena will remain Rena's property until the Customer has fully complied with all its (financial) obligations towards Rena pursuant to any contract entered into with Rena, including claims for failure to perform a contract.
2. The Customer shall identify the Products delivered to it by Rena and store them separately from all other products held by the Customer so they remain easily visible and identifiable as Rena's property until title has been transferred to it pursuant to paragraph 1 of this provision.
3. The Customer shall render its assistance in the drawing up of any document and registration of a retention of title in so far as required for the validity of a retention of title in accordance with the legislation applicable to the Customer. In the event that Rena claims the Products as its property, the Customer shall advise Rena of the location where the Products are situated and hereby grants Rena permission to enter the relevant sites and premises or to cause them to be entered into in order to recover the Products.
4. A Customer acting as a reseller will be entitled to sell and re-deliver all Products subject to Rena's retention of title to the extent that this is customary in the ordinary course of its business.

Article 8 – Confidentiality

1. The parties shall observe strict, unconditional and irrevocable confidentiality with respect to all information in the broadest sense of the word, which they have obtained in the context of the performance of the Contract concerning each other's organisation, activities, procedures, techniques, working methods and software, before, during and after termination of the Contract. Parties shall require their staff and third parties to comply with this non-disclosure provision.
2. In the case of breach of the provisions of the previous paragraph, the Customer shall be due an immediately payable penalty of € 5,000.00 to Rena for each violation, to be increased by € 1,000.00 for each day or part of a day that the breach continues, without any notice of default being required, without the need for any form of damages and without prejudice to Rena's other rights, including its right to claim damages in addition to the penalty.
3. The obligation of confidentiality does not apply insofar as the Parties are under a statutory obligation to disclose information.

Article 9 – Privacy

1. In so far as personal data is processed for performing the Contract, this personal data will be used and protected by Rena with a high degree of care in accordance with the General Data Protection Regulation.

2. Rena shall take appropriate technical and organisational measures to ensure the protection of personal data in the possession of, and used by, Rena. These technical and organisational measures will also serve to prevent loss or any other form of unlawful processing of personal data. In so doing, Rena will weigh the nature of the processing against the measures to be taken.
3. For questions or inspection of the data Customers may contact Rena via info@rena.nl.

Article 10 - Intellectual Property and Right of Use

1. All intellectual property rights and know-how to the Product will remain vested in Rena, unless otherwise agreed in writing.
2. The Product can contain Software, consisting of a Kernel of Rena Software and adaptations or extensions thereof developed for the Customer. These are inextricably linked and integrated into the Hardware. This Software remains Rena's property at all times.
3. Rena shall make this Software available to the Customer on the basis of a user licence. The right to use the Software is inextricably linked to the Product and is non-exclusive, non-transferable, non-mandatory and non-sublicensable.
4. Rena's obligation to make the Software available and the Customer's right of use extend exclusively to the object code of the Software. The right of use does not extend to the source code. The source code and the technical documentation produced during development will not be made available to the Customer, even if the Customer is prepared to pay a financial consideration for it.
5. Rena is entitled to take measures to protect the Software against unlawful use and/or against use other than that agreed between the parties. The Customer shall never remove or bypass any technical devices for the protection of Software or have such devices removed or bypassed.
6. The Customer may only use the Software in the Product and this exclusively for the intended use of the Product. The Customer is not permitted to copy, modify, sell, rent out, alienate, or grant limited rights to the Software, including any related codes for use, or to make it available to third parties in any way, for any purpose or under any title whatsoever. All of the above also applies to reverse-engineering, except to the extent permitted under the Copyright Act. Nor will the Customer give a third party - remotely or otherwise - (online) access to the Software.
7. If requested, the Customer shall immediately cooperate with an investigation to be carried out by or on behalf of Rena relating to meeting the agreed restrictions on use. The Customer shall give access to its premises and systems at Rena's immediate request. Rena will treat as confidential all confidential corporate information obtained from or on behalf of the Customer in the context of an investigation, to the extent that this information does not concern the use of the Software itself.
8. If Rena incorporates the Customer's software components into the Product, the Customer shall be deemed to have granted a right of use to those software components to Rena.
9. The Customer warrants that the rights of third parties will not be infringed and indemnifies Rena against any claims by third parties in this regard.

Article 11- Liability

1. Rena's total liability due to an attributable failure in the performance of the Contract or by any legal ground whatsoever, explicitly including any failure to perform a warranty obligation agreed with the Customer, is limited to compensation for direct loss up to a sum not exceeding the total of the average payment paid out in the case in question under Rena's insurance policy. If no payment is made under the insurance policy referred to in the first sentence, for whatever reason, Rena's liability will be limited to € 50,000 per event or series of related events. Rena's total liability for damage resulting from death, personal injury, or material damage to property will never exceed € 500.000.
2. Rena's liability for indirect loss, consequential loss, consequential loss and costs in the event of repair and delivery, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims from the Customer's customers, damage from the use of goods, materials or software of third parties prescribed by the Customer to Rena and loss arising from the use of suppliers prescribed by the Customer to Rena is excluded. Rena's liability for corruption, destruction, or loss of data or documents is likewise excluded.
3. Unless performance by Rena is and will remain impossible, Rena's liability due to attributable failure in the performance of a contract will only arise if the Customer has promptly given Rena written notice of default whereby a reasonable period is set out to remedy the failure, and Rena continues to attributable fail to fulfil its obligations. The notice of default must contain as complete and detailed a description of the shortcoming as possible to enable Rena to respond adequately.

4. A claim for compensation cannot be considered unless the Customer gives written notice of the damage to Rena as soon as it has arisen. Any claim for compensation against Rena shall lapse by the mere expiry of 12 months after the occurrence of the event giving rise to the claim, unless the Customer has commenced legal action for compensation before the expiry of that period.
5. The Customer indemnifies Rena against any claims by third parties due to product liability ensuing from a defect in a product or system which has been delivered by the Customer to a third party and which partly consisted of the Product delivered by Rena, unless and insofar as the Customer proves that the damage was caused by the Product.
6. The Customer shall be liable towards Rena and/or third parties for any damage resulting from incorrect and/or misleading and/or incomplete descriptions, indications or information, including for any damage to Products not complying with the correct Technical Product Documentation (TPD), as well as for damage to Products not bearing the correct CE marking, as well as for damage resulting from defects in the products and/or packaging that has not been notified in advance, even if such damage has arisen through no fault of the Customer. If the weight is not specified or specified incorrectly, the Customer shall be liable for all resulting damage.
7. Rena's liability for damage due to Rena or its managing employees is not excluded.

Article 12 – Inspection, Complaints and Warranties

1. The Customer is obliged to accept delivery of the Products delivered by Rena in the condition in which they are delivered.
2. The Customer shall promptly perform an inspection of the Products for quality and quantity on receipt of the Products. Any defects observed by the Customer must be notified to Rena by email within 14 days of receipt of the Products, stating the nature and extent of the complaints and the order number under which the Products have been/were delivered.
3. Minor deviations of the products delivered in size, colour, capacity, shape and packaging do not entitle the Customer to cancel the order in whole or in part, or to refuse full or partial payment or to claim compensation.
4. Rena shall warrant that the Products are produced in accordance with the agreed specifications. However, should defects nevertheless occur in the products supplied by its supplier as a result of manufacturing and/or material errors, Rena shall repair this defect or have it repaired, replace the Products in question in full or partially, or pay the value of the Products not exceeding the invoice amount, all this at the Customer's discretion. This warranty shall apply for twelve months after delivery, unless expressly agreed otherwise in writing.
5. The Customer shall independently ensure an adequate warranty scheme with respect to any end customer.
6. Following the discovery of any defect, the Customer may no longer use the Products in question without Rena's written permission. In addition, the Customer must return the Products in question to Rena packaged in the same way as they were delivered. All Products must be returned to Rena under a valid Return Material Authorisation number (RMA) which has been issued by an authorised employee of Rena. If these provisions are not satisfied, complaints will not be considered. All costs of return are payable by the Customer.
7. Submission of a complaint shall not provide grounds for suspension of the payment obligations of the Customer to Rena.
8. In the event that a complaint is considered to be well-founded by Rena, Rena shall where possible deliver replacement Products or, if this is not possible, credit the Customer for the price of the defective Products, but only to the extent that the Products in question have already been invoiced.
9. The warranty described above shall not apply to Products delivered that:
 - are subject to wear;
 - have been subject to misuse, improper testing, assembly, mishandling, mechanical external stress, or been operated contrary to any instructions from Rena or any other organisation relating to the installation, maintenance, operation or operating environment of the Products and/or results of the Services, or the use or application of the Products and/or results of the Services contrary to industry standards;
 - have not been properly maintained;
 - regarding which the technical specifications, product information, installation and user instructions have not been observed;
 - regarding which unqualified repairs have been made;
 - have been damaged by force majeure;

- regarding which, if applicable, faults or fluctuations in the electrical power supply or electrical circuits have occurred; and/or
- have been modified.

10. All obligations and liability of Rena in respect of defects in the Products and/or results of the Services will lapse after expiry of the warranty period.

Article 13 – Force Majeure

1. In addition to the provisions of Section 6:75 of the Dutch Civil Code, a failure on the part of Rena in the performance of any obligation towards the Customer cannot be attributed to Rena owing to a circumstance beyond Rena's control, preventing the fulfilment of all or part of its obligations towards the Customer or as a result of which the fulfilment of its obligations cannot reasonably be required from Rena. Such circumstances include suppliers' or other third parties' imputable failure to meet their obligations, telecommunication interferences/disruptions in electronic data interchange, internet failures, inability to obtain parts that Rena needs to manufacture the Products (for example, because these parts can no longer be manufactured and/or delivered), fire, flooding, earthquakes, other natural disasters, war, strikes, civil unrest, revolution, outbreak / pandemic (i.e. COVID-19 and swine flu), and government measures (or failure of government intervention) including in any case import and export bans and quarantine.

2. If a situation as referred to in the first paragraph of this Article arises as a result of which Rena is unable to fulfil its obligations towards the Customer, those obligations shall be suspended for as long as Rena is unable to fulfil its obligations. If the situation referred to in the previous sentence has lasted for ninety (90) calendar days, both parties shall have the right to dissolve the contract in writing, either in whole or in part. In such case, Rena will not be obliged to compensate any damage, even if Rena derives benefits as a result of the force majeure situation.

Article 14 – Termination

1. Each of the parties shall only be entitled to terminate the Contract on account of an attributable failure in the performance of the Contract if the other party, in all cases after a written notice of default that is as detailed as possible and that sets a reasonable period for remedying the failure, fails imputably in the subsequent fulfilment of essential obligations under the Contract. Any payment obligations on the part of the Customer and any other obligations for the Customer or a third party to be engaged by the Customer to cooperate and/or provide information shall in all cases be considered as essential obligations arising from the Contract.

2. If, upon termination of the Contract, the Customer has already received performances in the performance of the Contract, these performances and the ancillary payment obligations will not be undone, unless the Customer proves that Rena is in default as regards an essential part of those performances. Amounts invoiced by Rena before the termination in connection with all that Rena has already performed or delivered properly in the performance of the Contract remain fully due subject to the provisions set out in the preceding sentence and will become immediately due and payable upon termination.

3. Either Party may terminate the Contract, in whole or in part, with immediate effect in writing without notice of default being required if with respect to the other party - whether temporary or not - postponement of payment is granted, if a petition in bankruptcy is filed in respect of the other party, if the other party's company is wound up or terminated, with the exception of the reconstruction or merging of companies. Rena may also terminate the Contract, in whole or in part, with immediate effect, without notice of default being required, if the decisive control over the Customer's business changes directly or indirectly. Rena shall never be obliged on account of the termination referred to in this paragraph to refund funds already received or to pay damages. In the event that the Customer is irrevocably declared bankrupt, the Customer's right to use the software, websites and similar made available, as well as the right of the Customer to access and/or use Rena's services shall end without Rena being required to give notice of termination.

Article 15 - Staff

1. During the term of the Contract and for a period of one (1) year after its expiry, the Customer shall not, without Rena's written consent, enter into an employment contract/agreement of assignment, directly, non-directly or otherwise, with an employee of Rena or a contractor hired by Rena for the performance of activities or services within the framework of an employment contract or an agreement of assignment or otherwise.

2. In the event of a breach of the provisions of the previous paragraph, the Customer shall be due an immediately payable penalty of € 5,000.00 to Rena for each breach, to be increased by € 1,000.00 for each day or part of a day that the breach continues, without prejudice to Rena's other rights, including its right to claim compensation in addition to the penalty.

Article 16 - Applicable Law and Competent Court

1. Dutch law is exclusively applicable to the legal relationship between Rena and the Customer. Application of the Vienna Sales Convention is explicitly excluded.
2. Any and all disputes shall in the first instance be submitted to the competent district Court of Zeeland-West-Brabant, the Netherlands, except to the extent that mandatory rules of jurisdiction are in conflict with this choice.

Article 17- Lapse

1. All rights of claim on the part of the Customer towards Rena, whether on the basis of a failure to perform a contract, a wrongful act or any other ground, shall expire after a period of one year has elapsed counted from the day on which the Customer became aware, or could reasonably have become aware, of the existence of those rights of claim and the Customer has not brought a legal action in respect of those rights within that one-year period.

Article 18 – Other Stipulations

1. If a provision of these Conditions and/or any annexes contain one or more statements that are found to be void or are declared non-binding, the Parties hereby undertake to discuss and agree on an arrangement which corresponds to the intention of the Parties when concluding the Contract as closely as possible.
2. These Conditions are available in Dutch and in English. In case of differences of interpretation, the Dutch text of the general terms and conditions shall prevail.