

General purchase conditions

General Purchase Conditions of Technisch Handelsbureau Rensa B.V., established in Doetinchem, the Netherlands with its principal place of business at Beekseweg 3, 6942 JC Didam, municipality of Montferland, the Netherlands, DTC Elektro B.V., established in Nieuwendijk, municipality of Altena, the Netherlands, with its principal place of business at Weegbree 15, 4941 VT Raamsdonksveer, municipality of Geertruidenberg, the Netherlands, Gévier B.V. established at Bedrijvenweg 10, 7007 CE Doetinchem, the Netherlands, and Gafco B.V, established in Doetinchem, the Netherlands, with its principal place of business at Distributieweg 13, 2742 RB Waddinxveen, the Netherlands, all jointly further referred to in singular as the “Rensa Family Company”, filed with the District Court of Gelderland, location Zutphen, the Netherlands on 17 October 2024 under number 27/2024

Clause 1: Definitions

- Rensa Family Company: the user of these General Purchase Terms and Conditions
- Supplier: the entity with which the Rensa Family Company enters into a purchase agreement or any other agreement or which makes an offer to the Rensa Family Company
- Products: goods which the Rensa Family Company purchases from the Supplier
- DDP: Delivered Duty Paid, as meant in the most recent version of the ICC Incoterms

Clause 2: General provisions

- 2.1 These General Purchase Conditions shall apply to and form an integral part of any invitation by the Rensa Family Company to the Supplier to make an offer, any offer by the Supplier to the Rensa Family Company and any agreement between the Rensa Family Company and the Supplier including, but not limited to, agreements for the purchase of Products.
- 2.2 The Rensa Family Company excludes the applicability of general conditions (of sale) of the Supplier. General conditions (of sale) of the Supplier shall never be applicable to offers made by the Supplier to the Rensa Family Company nor to any agreement between the Rensa Family Company and the Supplier, regardless of whether the Supplier has indicated otherwise.
- 2.3 Deviations from these General Purchase Conditions will only be effective if they have been agreed in writing and are exclusively applicable to the agreement for which the deviation has been agreed.
- 2.4 To the extent that (parts of) clauses in these General Purchase Conditions would be invalid or would be annulled, the other (parts of) clauses will remain fully effective.
- 2.5 The Supplier accepts that the Rensa Family Company is entitled to amend these General Purchase Conditions from time to time and that such amendments shall become effective one month after the Rensa Family Company has notified the Supplier of the amendment to these General Purchase Conditions.
- 2.6 A heading above a clause does not expand or limit the meaning of a clause. Headings are only meant for ease of reading.
- 2.7 The Supplier accepts that employees, directors and contractors of the Rensa Family Company may invoke the provisions of these General Purchase Conditions against the Supplier.
- 2.8 The Rensa Family Company is entitled to transfer in whole or in part its legal relationship with the Supplier to an affiliated company, to which the Supplier will cooperate in advance.
- 2.9 The Supplier undertakes to the Rensa Family Company not to pledge, nor transfer any rights the Supplier has on the Rensa Family Company.

- 2.10 In case of differences in interpretation and explanation between the Dutch and English versions of these General Purchase Conditions, the Dutch version shall be decisive for the meaning.

Clause 3: Offer, agreement and cancellation

- 3.1 Any offer by the Supplier to the Rensa Family Company is irrevocable for three months from receipt by the Rensa Family Company . The Rensa Family Company shall not be bound by any change therein for three months after receipt of an offer from the Supplier, unless the Rensa Family Company accepts the change in writing.
- 3.2 The Rensa Family Company is entitled to accept in part an offer by the Supplier, without this being able to be considered as a rejection of the offer.
- 3.3 Sizes, prices, delivery times, technical specifications, images, colours, images, weights, quality marks, availability data, models and all other data, which are part of an offer of, or agreement with, the Supplier are binding on the Supplier.
- 3.4 The Rensa Family will become bound to an offer by the Supplier from the moment the Rensa Family Company has accepted the offer in whole or in part in writing.
- 3.5 The Supplier is obliged, to warn the Rensa Family Company in writing on his own initiative, of (possible) inaccuracies or omissions in a request for an offer, and of a whole or partial unsuitability for the intended use of the Products offered or to be sold to the Rensa Family Company.
- 3.6 Any amendments to agreements at the request of the Supplier shall bind the Rensa Family Company only insofar as these amendments have been agreed in writing or confirmed in writing by the Rensa Family Company.
- 3.7 The Rensa Family Company is entitled to cancel agreements on the purchase of Products in whole or in part without giving reasons and regardless of whether delivery has taken place, without the Supplier being able to claim any damages. Cancellation can take place up to one year after the delivery of a Product. In the event of a cancellation after the Products have been delivered to the Rensa Family Company, the Supplier shall be obliged at the first request of the Rensa Family Company to collect the Products at the Supplier's expense at the place where they are located and within ten days of the cancellation to send a credit invoice to the Rensa Family Company for the Products to which the cancellation relates. The Rensa Family Company is not obliged to pay invoices for Products with regard to which cancellation took place. Cancellation cannot take place with regard to:
- used Products;
 - Products specifically produced at the request of the Rensa Family Company .

Clause 4: Prices

- 4.1 Prices quoted by the Supplier are excluding VAT and including and inclusive of all levies of the authorities and other costs, including but not limited to, packaging, administration and/or transport costs, import and export duties and insurance, unless otherwise agreed.
- 4.2 The Supplier is bound to notify the Rensa Family Company in writing of proposed price increases no later than three months before the beginning of a quarter. Subject to having given a written notice within due time, the Supplier will be entitled to increase the price of Products once every quarter. A price increase becomes effective on the first day of the new quarter and is only applicable to Products ordered after the increase has become effective. A price increase which has not (within due time) been notified, will become effective on the first day of the first quarter after the quarter in which the price increase would have become effective if it had been notified in time. The Rensa Family Company is not bound by price increases with retrospective effect.
- 4.3 The Supplier is at all times entitled to reduce its prices. In the event of any price reductions, the stocks will immediately be revalued and credited by the Supplier.

- 4.4 Prices quoted in an offer of or agreement with the Supplier are fixed. Rensa Family Company shall not be bound by any price increase required by the Supplier after the Supplier had made an offer nor after an agreement with the Supplier has been concluded, regardless of the reason for the price increase required by the Supplier.

Clause 5: Delivery time and delivery

- 5.1 A delivery time included in an offer by the Supplier is binding. Any delivery times agreed between the Supplier and the Rensa Family Company constitute deadlines, which means that the Supplier will immediately be in default by the deadline having lapsed.
- 5.2 The Rensa Family Company may postpone the time of the delivery to the Rensa Family Company without being obliged to compensate any costs or damage incurred by the Supplier as a result, provided notice has been given to the Supplier at least ten days before the agreed time of delivery.
- 5.3 If the Supplier anticipates not being able to deliver on time, the Supplier shall notify the Rensa Family Company immediately of this, specifying the time when the Supplier will be able to deliver.
- 5.4 Any delivery by the Supplier to the Rensa Family Company shall be DDP, at the agreed place and time of delivery.
- 5.5 The Supplier is never entitled to deliver in partial deliveries, or to deliver more than agreed, unless otherwise agreed with the Rensa Family Company. Insofar as the Supplier delivers more than agreed, Rensa Family Company will be entitled to return the excess to the Supplier at the latter's expense.
- 5.6 Products are considered as delivered to the Rensa Family Company at the time the Products are received by the Rensa Family Company or a third party designated by it at the agreed place of delivery.
- 5.7 The Supplier undertakes to the Rensa Family Company to:
- provide Products to be delivered to the Rensa Family Company with a proper label identifying them (such as the Rensa Family's Company (internal) item number or EAN code);
 - provide the Rensa Family Company with documentation within good time, by which it is possible to establish that the Products comply with applicable legislation and regulations and have the necessary certifications;
 - provide the Rensa Family Company within good time with warranty certificates, operating manuals, drawings, quality and inspection certificates and all other relevant documentation;
 - deliver the Products in accordance with the instructions of the Rensa Family Company;
 - provide a bill of lading with each delivery to be signed by an authorised employee of the Rensa Family Company;
 - take suitable measures to maintain the Products in good condition if the Rensa Family Company is unable to take delivery of the Products at the agreed place or time of delivery.
- 5.8 If an employee of the Rensa Family Company signs a bill of lading, this does not affect the rights of the Rensa Family Company with respect to, for example, subsequently discovered deviations or defects in the delivered Products.
- 5.9 Deliveries can only be made during the usual business hours of the Rensa Family Company unless otherwise agreed.

Clause 6: Transition of risk and transfer of title

- 6.1 The transfer of title to the Products to be delivered to the Rensa Family Company shall pass to the Rensa Family Company at the time of delivery, regardless of whether at that time the Rensa Family Company has received or paid the invoice for the Products. The Supplier is obliged to deliver the Products free from restricted rights and free from seizures.
- 6.2 Until the moment of delivery the Products are at the expense and risk of the Supplier.
- 6.3 If the Rensa Family Company rejects delivered Products, or invokes a warranty, or cancels a purchase agreement, the risk with respect to these Products will pass to the Supplier from

the moment that the Rensa Family Company informs the Supplier in writing of the rejection, or the invocation of the warranty, or the cancellation.

Clause 7: Invoicing

- 7.1 The Supplier is obliged to send the invoices exclusively to the financial accounts of the Rensa Family Company at the (e-mail) address to be communicated by the Rensa Family Company. The Rensa Family Company is not obliged to pay invoices of the Supplier which reach the Rensa Family Company by other means nor if an invoice is stated in a currency other than the Euro.
- 7.2 The Supplier is obliged to state the purchase number and order number and all other characteristics specified by the Rensa Family Company on invoices and to comply with all invoicing requirements of the authorities, failing which the Rensa Family Company will not be obliged to pay the invoice.
- 7.3 The Rensa Family Company is not obliged to pay invoices of the Supplier which are sent before all the Products to which the invoice relates have been delivered to the Rensa Family Company.
- 7.4 Regardless of the payment period stated on an invoice, the payment period for the Rensa Family Company is at least 60 days. Insofar as the Rensa Family Company pays within ten days of receiving an invoice, it is entitled to apply a 2% payment discount, unless a different discount rate has been agreed. Insofar as the Rensa Family Company is in default, it will never be obliged to pay a higher interest rate than the statutory interest as meant in Section 6: 119 of the Dutch Civil Code.
- 7.5 The Rensa Family Company is entitled to set off amounts invoiced by the Supplier against claims of the Rensa Family Company, or affiliates of the Rensa Family Company, against the Supplier, or affiliates of the Supplier.
- 7.6 Insofar as the Supplier does not within six months after delivery of Products send the invoice for this to the Rensa Family Company, in the manner referred to in Clause 7.1, the Supplier's right to invoice lapses.
- 7.7 If the Rensa Family Company pays an invoice, this does not constitute a waiver of rights with regard to the items delivered by virtue of that invoice.

Clause 8: Warranty

- 8.1 The Supplier warrants that Products delivered to the Rensa Family Company are suitable for the use intended by the Rensa Family Company, or its customers, and do not infringe any intellectual property rights of anyone other than the Supplier.
- 8.2 The Supplier warrants that Products delivered to the Rensa Family Company conform to the agreed and attached specifications, are free of construction, manufacturing and material defects, and meet all requirements and standards imposed by the authorities.
- 8.3 The Supplier warrants that the Products to be delivered are packaged such that any risk of damage is excluded.
- 8.4 The Supplier grants to the Rensa Family Company at least a two-year warranty on Products, or parts of them, from the time of delivery, regardless of whether these Products were subsequently removed from their original packaging by the Rensa Family Company in its small goods warehouse. Insofar as the Supplier provides new or replacement Products to the Rensa Family Company under the warranty or otherwise, the Supplier shall also provide at least a two-year warranty on them, regardless of whether such Products have subsequently been removed from their original packaging by the Rensa Family Company in its small goods warehouse.
- 8.5 For asserting and processing warranty claims, the Rensa Family Company is entitled to charge the Supplier a processing fee of 10% of the product value with a maximum amount of €149.00 excluding VAT per Product and with a minimum of €20.00 excluding VAT per

Product and to offset it against amounts invoiced to the Rensa Family Company by the Supplier.

- 8.6 If the Rensa Family Company invokes the warranty against the Supplier, the Rensa Family Company will be entitled, without prejudice to its right to compensation, to return the Products with respect to which it invokes the warranty to the Supplier and at the latter's expense, and in addition, at the discretion of the Rensa Family Company, to demand, among other things, that the Supplier:
- a. promptly sends the Rensa Family Company a credit invoice for these Products and repays the credited amount to the Rensa Family Company, or;
 - b. delivers replacement new Products to the Rensa Family Company free of charge within two working days of the return, or;
 - c. repairs these Products free of charge within ten working days after having received the return and subsequently returns these Products to the Rensa Family Company by return post at the Supplier's expense.
- 8.7 Insofar as the Supplier does not, does not within due time, or does not fully provide the warranty, the Rensa Family Company will be entitled, without a notice of default being required and while maintaining the Supplier's warranty obligation, to provide the warranty itself at the Supplier's expense and, among other things, to set off the costs involved against amounts invoiced by the Supplier.
- 8.8 The Supplier is obliged at the first request of the Rensa Family Company to provide the warranty to which the Rensa Family Company is entitled directly to the customer of the Rensa Family Company, or end users of Products purchased by the Rensa Family Company.
- 8.9 The Supplier warrants that sufficient new replacement Products and their parts will be available for ten years after the delivery of Products.
- 8.10 If Products are withdrawn from circulation, the Supplier will notify the Rensa Family Company of this in writing at least two years in advance, and in this connection make a proposal for alternative Products.
- 8.11 The Supplier warrants that instructions for use and information on Products provided by the Supplier to the Rensa Family Company are complete and accurate. The Supplier is liable to the Rensa Family Company for (claims by third parties for) a failure of the Supplier to comply with this warranty.
- 8.12 The Supplier warrants that all Products and parts thereof that originate from it are traceable as to their origin and it will provide a declaration of origin to the Rensa Family Company upon the first request of the Rensa Family Company.

Clause 9: Liability and indemnity

- 9.1 The Supplier is liable to the Rensa Family Company for all damages including but not limited to direct and indirect damages for failure to fulfil obligations under an agreement, as well as all damages on account of any legal basis, related in the broadest sense of the word to the delivery of Products by the Supplier to the Rensa Family Company.
- 9.2 The Supplier undertakes to fully indemnify the Rensa Family Company against all third party claims against the Rensa Family Company, including but not limited to claims:
- for compensation, or
 - for infringement of intellectual property rights of others than the Supplier, in connection with the Products delivered by the Supplier to the Rensa Family Company. The Rensa Family Company is entitled to compensate at the Supplier's expense any (imminent) damage suffered by third parties, or to carry out or have repair work carried out in this connection.
- 9.3 The Supplier is obliged, at the first request, to assist the Rensa Family Company free of charge, in handling complaints or claims by third parties, which are in any way related to the delivery of Products by the Supplier to the Rensa Family Company.

- 9.4 Except in cases of intent or conscious recklessness on the part of the Rensa Family Company, any liability of the Rensa Family Company for damages suffered by the Supplier, its employees or contractors, is excluded.
- 9.5 Notwithstanding the provisions in Clause 9.4, the Rensa Family Company shall never be liable to the Supplier's employees or contractors for indirect damage, including - but not limited to -replacement damage, consequential damage, trading loss, lost profits, loss of revenue or damage caused by third parties engaged by the Rensa Family Company.

Clause 10: Force majeure

- 10.1 The term force majeure, as referred to in Section 6:75 of the Dutch Civil Code, on the part of the Supplier does not include: lack of personnel or strike or illness of personnel, lack of raw materials or delay in delivery of raw materials or materials, disruption in ICT systems, failures in energy supplies, pandemics, delay in transport due to any cause and import obstructions. If the circumstances referred to in the previous sentence occur on the part of the Rensa Family Company, these circumstances will be considered force majeure in the sense of Section 6:75 of the Dutch Civil Code.
- 10.2 If the Supplier invokes force majeure, the Rensa Family Company will be entitled, after thirty days have expired since the Supplier invoked force majeure, to dissolve in whole or in part the agreement to which the force majeure invocation relates, without being obliged to compensate the damage suffered by the Supplier as a result.
- 10.3 If either party invokes force majeure, the other party shall be entitled to dissolve in whole or in part the agreement to which the invocation of force majeure relates, all this after six months have expired since the other party invoked force majeure.

Clause 11: Insurance

- 11.1 The Supplier shall be obliged to take out adequate insurance at its own expense, including by taking out and maintaining continuous liability insurance for companies (AVB), with a minimum coverage of EUR 5,000,000.00 (in words: five million euros) per event.
- 11.2 At the first request of the Rensa Family Company, the Supplier will be obliged to provide the Rensa Family Company with a copy or, at the discretion of the Rensa Family Company, to allow inspection of the policies and policy conditions of the insurance policies concerned, as well as to provide proof that the premiums for the insurance policies have been paid on time.
- 11.3 As soon as an event occurs for which a claim can be made for any compensation under any insurance, the Supplier will be obliged to report this fact immediately to its insurer.

Clause 12: Confidential data

- 12.1 The Supplier is obliged to observe secrecy with regard to any details of the Rensa Family Company of which it knows or can reasonably suspect are of a confidential nature.
- 12.2 The Supplier is obliged to observe the secrecy referred to in Clause 12.1 until five years have passed since the last delivery by the Supplier to the Rensa Family Company.
- 12.3 The Supplier is obliged to ensure that its employees and contractors comply with the duty to observe secrecy imposed on the Supplier as referred to in Clause 12.1, as if it were their own obligation.

Clause 13: Personal data and privacy

- 13.1 The Supplier is obliged insofar as it processes personal data of employees or directors of the Rensa Family Company in connection with the execution of an agreement, to comply with the provisions of the General Data Protection Regulation and all other relevant legislation and regulations when processing personal data.
- 13.2 The Supplier declares that it has taken measures such that personal data is protected from loss or unlawful processing.

- 13.3 The Supplier is obliged to promptly notify the Rensa Family Company in writing of any data breach or any request or complaint from the supervisory authority regarding the Supplier's processing of personal data of employees or directors of the Rensa Family Company.
- 13.4 The Rensa Family Company and/or its designated third parties process personal data in accordance with the privacy policy of the Rensa Family Company, found on its website under <https://rensa.nl/privacybeleid>.
- 13.5 The Supplier and the Rensa Family Company will record in an agreement the processing of personal data by the Supplier for the benefit of the Rensa Family Company.

Clause 14: Permits

The Supplier is obliged to ensure that all permits required for the performance of an agreement are granted to the Supplier in good time.

Clause 15: Applicable law and competent court

- 15.1 All agreements between the Rensa Family Company and the Supplier and any offer by the Supplier are exclusively governed by Dutch law, to the exclusion of the Vienna Sales Convention.
- 15.2 All disputes between the Supplier and the Rensa Family Company shall in first instance be brought exclusively before the District Court of Gelderland, location Zutphen, the Netherlands, unless otherwise provided by mandatory law.