

# General Terms and Conditions for Delivery of IE Products and Services

## 1. PARTIES

The General Terms and Conditions for Delivery of IE Products and Services are applicable to purchase orders concluded between

Intersoft Electronics NV; Lammerdries-Oost 27; 2250 Olen; hereafter referred to as "Supplier" or "IE"

and

the purchasing company or organization; hereafter referred to as "Customer"

## 2. SUBJECT

The present document defines the General Conditions for Delivery of a IE Products and Services. Prices in IE price offers referring to this document were calculated based on these terms and conditions. A purchase order can only be accepted when compliant with the below listed terms and conditions and the specific conditions of the IE price offer. The terms and conditions in this document have precedence over Customer's terms and conditions.

If Customer cannot accept the IE General Terms and Conditions, IE will investigate the Customer's purchasing conditions which will be charged at 2500EUR (this amount will be added as a line item to the original offer). If there are discrepancies between the IE general terms of delivery and Customer's purchasing conditions IE will have to revise the price offer to include the extra costs that might be induced by these discrepancies.

This document describes the general conditions that apply to the delivery of Radar Analysis Support System equipment, hereby called "RASS", or RASS services (such as RASS training, rental, acceptance tests, measurement campaigns,...). A RASS configuration consists of a software license, hardware tools and possibly one or more workstations. The workstation is an off-the-shelf PC; Customer can purchase the PC either from a third party or through Supplier. In case the PC is purchased through Supplier, it will be installed and tested before delivery. The PC will be delivered with a 3-year warranty from the PC manufacturer. Therefore the PC is excluded from the maintenance contract between IE and Customer.

## 3. VALIDITY PERIOD

An IE price offer, including all the detailed prices, is valid for a period of 3 months unless stipulated differently in the price offer.

## 4. SOFTWARE LICENSE

Software line items represent a license that entitles right of use for a single entity of the software. Each delivery of software will include a USB dongle to limit the usage of the software to one workstation with installed license files for that specific dongle. Software delivered as part of an equipment line item, is licensed by the equipment itself. For more information please read the End-User License Agreement of our RASS software.

## 5. DOCUMENTATION

Supplier renders Customer a complete documentation set which should enable the user to correctly and completely use its measuring system. This documentation is written in English and will at least contain following items:

- a. A user manual describing the operation and usage of the RASS software and hardware, this manual is available online and in the software application.

- b. A set of IE-measuring certificates which guarantee the quality and correct operation of the most significant measuring modules at the moment that Supplier composed the system for Customer. These measurements are carried out at Supplier's laboratories within 3 months before delivery to Customer.
- c. Both the 'delivery form' and the 'packing list' contain an enumerated list of the delivered modules (software, hardware and packing material).

## 6. TRAINING OR ON-SITE SERVICE

In case a training or on-site service is offered, the training/service dates will be set after mutual agreement between Supplier and Customer. The dates need to be fixed at least 2 months in advance of the training/service, otherwise extra costs (due to higher travel costs) will be charged to Customer. If a training/service date is set and needs to be rescheduled at the request of Customer, the costs involved (for rescheduling travel and lodging) will be invoiced to Customer. An ordered training/service needs to be scheduled within one year after the purchase order date, otherwise the offered prices might need to be revised.

A maximum of 8 trainees may attend a training, if more trainees want to attend the training an extra trainer might be charged to Customer. The training will be conducted in English. Training material will be provided in English, a soft copy will be sent to Customer at least one week before the actual training date (Customer is allowed to print the training material and distribute it to the trainees). At the request of Customer training certificates can be handed out to participants who attended the complete training course and after successful completion of a RASS training examination.

## 7. RENTAL

In case a rental of RASS equipment is offered/ordered, the following rental conditions apply:

1. The rental period is calculated counting from the day the equipment leaves the premises of the Supplier in Belgium until the day it is returned to Supplier's premises.
2. The rental equipment will be in good working order and condition upon delivery. The rental equipment is and will remain property of Supplier.
3. During the rental period, Customer will use the equipment for which it was designed and not for any other purpose. Customer will use the equipment in good and careful manner, following the instructions of the equipment manual.
4. In case the equipment needs repair after return to the Supplier and the damage was caused due to misuse of the equipment, Supplier will repair the equipment within a reasonable time after taking possession of the equipment and will inform Customer with a written notice that an invoice for said repair will be sent.
5. In case Customer is interested in purchasing a similar system: Supplier offers a discount of 50% of the total rental price on the purchase price, on the condition that the order is placed within 6 months after the termination of the rental contract.

## 8. PACKAGING AND SHIPPING

The goods shall be suitable and securely packed as is necessary for delivery in good condition and working order. A packing note bearing the Purchase Order reference number, recipient's name, number of packages and contents will accompany the delivery of the goods and be displayed prominently.

In case DAP is offered in the price offer, the calculated DAP costs will only apply to the delivery of the purchased goods and will include insurance costs. In case a maintenance contract is ordered, Supplier refers for the terms and conditions of shipments under that maintenance contract to [Returning Goods to Supplier](#).

Shipping dates are approximate and are based upon prompt receipt of all necessary information.

## 9. DELAYS

Supplier will notify Customer as soon as it has knowledge of any incident that may jeopardise compliance with the delivery period and shall take measures to avoid or limit the consequences resulting there from.

Supplier will inform Customer in writing, with supporting evidence, of any force majeure event that makes it impossible to fulfill the order or deliver in time, Supplier will specify the foreseeable duration and consequences thereof. Such Force Majeure events may include, but are not limited to acts of government, fires, floods, epidemics, strikes, riots, acts of terror, shortage of transportation or energy,....

## 10. ACCEPTANCE

Customer has a period of seven (7) work days to refuse the delivered goods, if the goods do not comply with the terms defined in the price offer/purchase order/contract. This refusal can only be accepted in writing describing the reasons for said refusal. If such a writing was not received within seven (7) work days after delivery, Supplier will assume that the delivery was accepted by Customer and an invoice will be sent.

## 11. RETURNING GOODS TO SUPPLIER

In case the purchased goods need to be returned to Supplier for recalibration or repair, Customer is responsible for the organisation of the shipment. Customer must request an RMA number for the return of the goods through the RMA form on the IE website. After receiving the RMA request, Supplier will contact Customer with shipment instructions and a shipping label (including RMA number). If these instructions are not followed the below mentioned Turn Around Time for recalibration or repair cannot be guaranteed. All transportation and import costs and duties are paid for and arranged by Customer.

## 12. WARRANTY

A RASS system will be delivered with a 1 year warranty starting from the date of receipt of goods. During this warranty period Customer is entitled to free software updates, bug fixing and telephone/e-mail support. Within this period, any entity, unit, software package, auxiliary unit, etc. that gives evidence of an erroneous operation, may be sent back to Supplier for replacement or repair, without any additional repair costs for Customer (see also [Returning Goods to Supplier](#) for further instructions). Supplier will put the corresponding repair information and repair certificate at the disposal of Customer.

Delivered workstations include a 3 year warranty from the PC manufacturer.

## 13. REPAIR AND CALIBRATION

The following repair/calibration conditions do not apply to the repair/calibration of a product covered by warranty or a maintenance contract. These conditions do apply to the repair/calibration service provided by IE on payment of the agreed price.

Customer will always need to send the faulty unit or complete system to Supplier (see also [Returning Goods to Supplier](#) for further instructions). After each repair, Supplier will deliver a new calibration certificate of the hardware unit as well as a repair report with a brief description of the work performed and the replaced parts.

If the maintenance or repair work is required due to a defect in non-original parts or due to damage caused by misuse or external cause, Supplier reserves the right to return the product to Customer without repair or maintenance, and to charge Customer for any inspection costs.

If the repair entails labor costs and/or parts costs that are not specified when Customer has delivered the product for repair, Supplier may ask Customer for approval by means of a revised cost estimate. If Customer does not accept this revised estimate, IE reserves the right to return the product to Customer in the damaged condition and hold Customer responsible for any diagnostic costs that Customer has accepted when Customer delivered the product for repair.

Supplier undertakes to have the repair carried out by a competent repairer within twenty (20) work days (excluding transport) after the hardware has been received at the Intersoft Electronics facilities (the repair period might differ according to stock availability of the required repair components). Supplier warrants that all parts required for the repair of the product, will be free from defects in material or workmanship.

## 14. MAINTENANCE CONTRACT

Customer can enter into an optional maintenance contract with IE. The duration of a RASS maintenance contract is 1 or 3 year(s) and can be extended for any number of identical periods after mutual agreement. At that moment, the cost for the new maintenance period shall be recalculated. The maintenance contract starts after the finishing of the warranty on the system. The contract is only valid after the full payment of the annual contract invoice, submitted at the start of each maintenance period of 1 year.

RASS solutions can be categorized in 2 sections:

- RASS Measurement Solutions:
  - Combination of RASS hardware and software package
- RASS Software Solutions:
  - Analysis and Display: Solely software solutions

### a. RASS Measurement Solutions

The maintenance contract for RASS Measurement Solutions includes repair or replacement of the hardware (computers and accessories excluded) after failure or abnormal function and gives Customer the assurance of free software updates, bug fixing and telephone and e-mail support. Customer will, during the course of the service contract, have access to the ftp server to download the latest release of the RASS Software for which Customer has a valid license.

Each year Customer can request Supplier to perform preventive maintenance on his RASS system hardware, recalibration included (except for specifically identified products that do not require a yearly recalibration). The annual maintenance will include a calibration and the delivery of a calibration certificate. One month before the earliest calibration due date of the complete system Supplier will inform Customer so that an arrangement can be made for returning the equipment to Supplier (see also [Returning Goods to Supplier](#) for further instructions).

The material has to be delivered to Supplier in Olen Belgium (see also [Returning Goods to Supplier](#) for further instructions). All maintenance actions will be done within a period of fifteen (15) work days (excluding transport) after receipt of the hardware at the Intersoft Electronics facilities. This turn-around time might differ according to stock availability of the required repair components. After each repair, Supplier will deliver a new calibration certificate of the hardware unit as well as a repair report with a brief description of the work performed and the replaced parts.

During the maintenance contract, Supplier will keep most of the components of the system in stock for the repair or replacement of one or more hardware units. Supplier is not responsible for any abnormal delay in the delivery of components necessary for the maintenance of the system. In case original components are not readily available anymore, Supplier has the right to replace these by similar components with identical or better performance.

The maintenance contract does not cover the repair of defects due to causes external to the system. Without being restrictive, we summarize fire, water damage, abusive use like drop, other mechanical shock etc. In this case, all costs of repair will be charged to Customer. The maintenance contract is only valid for RASS hardware which is completely delivered and invoiced by Supplier.

### b. RASS Software Solutions

The maintenance contract for RASS Software Solutions gives Customer the assurance of free software updates, bug fixing and telephone and e-mail support. Customer will, during the course of the service contract, have access to the ftp server to download the latest release of the RASS Software for which Customer has a valid license.

## 15. WEEE STATUS

The RASS products are handled as B2B category products. In order to secure a WEEE compliant waste disposal it has to be returned to Supplier. Any transportation expenses for returning this product (at its end of life) have to be incurred by Customer, whereas Supplier will bear the costs for the waste disposal itself.

## 16. INTELLECTUAL PROPERTY RIGHTS

Supplier guarantees that he is in possession of all the necessary Intellectual Property Rights in force in the countries where the items will be manufactured and/or services will be performed. Supplier will remain the sole owner of all Intellectual Property for Supplier's current products as well as for any new developments for Customer.

## 17. PERSONAL DATA PROTECTION

Supplier will comply with any applicable data protection regulation that may apply to the performance of a purchase order, on our website (<http://www.intersoft-electronics.com/HTML/gdpr.html>) one will find more information on how our company handles personal data.

## 18. PAYMENT

All prices mentioned are in EUR (unless stated otherwise in the price offer) and exclude all taxes and duties.

Payment net 30 days.

On our account at KBC BANK NV, Havenlaan 2, 1080 Brussel, Belgium

Account number: 414-4096351-77,

(BIC) SWIFT Code: KREDBEBB

IBAN: BE80 4144 0963 5177

## 19. INCOTERMS

Prices are stated EXW; Olen, Belgium; unless stated otherwise.

## 20. APPLICABLE LAW

All sales and agreements to which these Terms & Conditions apply, and all agreements arising therefrom, are governed exclusively by Belgian law. Any disputes shall be finally settled by the courts of Turnhout.