

# General Terms and Conditions for Delivery of Products and Services

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## 1. PARTIES AND APPLICABILITY

The General Terms and Conditions for Delivery of Products and Services ("General Terms and Conditions") are applicable to purchase orders as described in article 2, concluded between

Intersoft Electronics Services BV; Ballingsweg 15; 9620 Zottegem; Belgium; hereafter referred to as "Supplier"

and

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

unless explicitly agreed upon otherwise in writing and with explicit exclusion of the general terms and conditions of the Customer.

Supplier and Customer are each hereinafter referred to as "Party" or together "Parties"

## 2. SUBJECT

This document describes the general conditions that apply to the delivery of equipment or services (such as training, rental, acceptance tests, measurement campaigns,...).

A purchase order can only be accepted when compliant with these General Terms and Conditions and the specific conditions of the Intersoft Electronics Services' price quotation. The General Terms and Conditions have precedence over any other terms and conditions of each Party.

In case the price quotation includes specific conditions on the issues dealt with in these General Terms and Conditions, the specific conditions in the price quotation shall prevail, without detriment to the remaining provisions of the present General Terms and Conditions.

With the acceptance of any quotation by placement of a purchase order, a contract is formed in accordance with the explicitly mentioned terms and conditions and these general terms and conditions. Any scope, schedule, or pricing adaptation requires explicit written pre-agreement between the parties.

## 3. PRICES - VALIDITY PERIOD PRICE QUOTATION

Prices in price quotations referring to this document were calculated based on these terms and conditions, unless indicated otherwise.

A price quotation, including all the detailed prices, is valid for a period of 3 months starting from its issuance date, unless stipulated differently in the price quotation.

## 4. PACKAGING AND SHIPPING

The goods, for sale or rent, shall be suitably 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 will be displayed prominently.

Shipping dates, indicated in communication with Customer, are approximate and are based upon prompt receipt of all necessary Customer information.

## 5. DELAYS - FORCE MAJEURE - HARDSHIP

Supplier will notify Customer as soon as he has knowledge of any incident that may jeopardize compliance with the delivery period of products for sale and/or rent 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 and/or any other event beyond the reasonable control of the Parties.

Supplier will equally inform Customer in writing when: the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which he could not reasonably have been expected to have taken into account at the time of the purchase order and/or acceptance thereof, and which he could not reasonably have avoided or overcome either. In this case, Parties shall negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

## **6. DELIVERY - ACCEPTANCE - REFUSAL**

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 quotation/purchase order/contract, starting from the delivery at its premises. This refusal can only be accepted in writing describing the reasons for said refusal and within aforementioned period of 7 days. In case of absent of or late refusal, the delivery shall be presumed accepted by Customer and corresponding invoice will be sent by Supplier.

## **7. TERMINATION**

Termination for convenience of a contract shall be generally excluded for any Party.

Any termination for cause shall be in writing and within the limits of the applicable law and providing 30days notice with reasonable remedy period as the case may be. Termination conditions, including potential compensations, shall be negotiated in good faith by the Parties case-by-case, considering the business impact for both Parties, including the achieved work in progress.

## **8. WEEE STATUS AND ENVIRONMENTAL DIRECTIVES**

The Intersoft Electronics Services products are handled as B2B category products. In order to secure a WEEE compliant waste disposal it can be returned to Supplier. In this case, 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.

Supplier warrants that the delivered products meet the relevant requirements of the applicable safety and environmental laws and regulations, including, as far as applicable the laws and regulations concerning avoidance of waste and environmental compatibility, hazardous materials, prevention of accidents and health & safety at work as applicable in the country of Customer or in a country specifically agreed in the purchase order.

Supplier will observe for instance, but not limited to, the European Radio Equipment Directive 2014/53/EU, EU Directive 2014/30/EU on the harmonization of the laws of the Member States relating to electromagnetic compatibility, Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"), EU Directive 2012/19/EU on WEEE and the EU Directive 2011/65/EC on RoHS and their respective implementations into national law, if and insofar as they are applicable for Supplier's products and services.

## **9. 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. Customer upholds not to modify the equipment, neither claim any (intellectual) property or other rights in this regard. Customer shall not grant any sub-license regarding the equipment, software and/or hardware, except for with explicit consent of Supplier.



## 10. 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.

## 11. PAYMENT

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

Payment net 30 days.

On our account at ING BANK, Marnixlaan 24, 1000 Brussel, Belgium  
(BIC) SWIFT Code: BBRUBEBB  
IBAN: BE89 3631 1864 5285

Any expenses involved in effecting payments are the responsibility of Customer. If Customer is authorized by specific conditions to settle the price by several payment terms and if one of the due dates is not met, those agreed conditions shall be revoked and full payment of the outstanding sums shall automatically become due, without prior notice.

Any amount that remains unpaid on the due date will automatically and without previous notice cause late payment interest, in accordance to the Belgian Law of 2 August 2002 ("Wet Handelstransacties").

In the event of non-payment within 8 days after the written notice of default from Supplier to Customer, Customer shall be obliged to the payment of a fixed compensation of 10% of the outstanding invoice amount(s) as well, with a minimum of 250 euros. Customer shall, if applicable, reimburse Supplier for all collection and other related costs (such as those resulting from its credit insurance for the customer) that exceed the above mentioned amount of 250 euros.

Non-payment on the due date of a single invoice implies all other invoices becoming due and payable immediately.

If Supplier's confidence in Customer's creditworthiness is questioned, e.g. because of acts of judicial enforcement against Customer and/or demonstrable other events that call into question the confidence in the proper performance of the commitments entered into by the Customer, Supplier reserves the right, even if the goods have already been dispatched in whole or in part, to suspend all or part of the order and to demand suitable guarantees from the Customer. If the Customer refuses to comply, Supplier reserves the right to cancel all or part of the order and/or recall the rental equipment. This is without prejudice to Supplier's rights to full compensation, including interests and any judicial recovery and/or legal action.

Complaints regarding invoices should be submitted in writing to Supplier within 8 days of the date of receipt by Customer. In case no (timely) complaint was submitted, invoices shall be deemed accepted and fully payable.

## 12. INCOTERMS

Prices and delivery are Ex Works; unless stated otherwise.

In case DAP (cf. Incoterms 2020) is offered in the price quotation, the calculated DAP costs will only apply to the delivery of the purchased goods (shipments during warranty period or maintenance contract are not covered by these DAP costs) and will include insurance costs.

## 13. APPLICABLE LAW

All sales and agreements to which these General Terms & Conditions apply, and all agreements arising therefrom, are governed exclusively by Belgian law including the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG). Any disputes shall be subject to the exclusive jurisdiction of the courts of Turnhout.



## **14. ANNEX 1: TERMS AND CONDITIONS FOR DELIVERY OF RASS PRODUCTS**

### **14.1. Subject**

Each contract between the Parties is formed in accordance with the Supplier's General Terms and Conditions for Delivery of Products and Services.

Annex 1 describes the general conditions that apply to the delivery of Radar Analysis Support System equipment, hereby called "RASS". These RASS Conditions apply to the contract in addition to the Supplier's General Terms and Conditions for Delivery of Products and Services.

A RASS configuration generally 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, together with the PC a procedure will be delivered explaining how to transfer the PC warranty to Customer. Therefore the PC is excluded from the maintenance contract between Supplier and Customer. Supplier shall not bear responsibility of any kind regarding the PC.

### **14.2. RASS 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.

### **14.3. Documentation**

Supplier renders Customer a documentation set which enables 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 delivers the system to 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).

### **14.4. Returning Goods to Supplier**

In case the purchased goods need to be returned to Supplier for calibration 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 or the goods are not shipped to Supplier according to the agreed schedule, the below mentioned Turn Around Time for calibration or repair cannot be guaranteed. All transportation and import costs and duties are paid for and arranged by Customer.

## 14.5. Warranty - Liability

A sold and delivered RASS system will be delivered with a 1 year warranty starting from the date of delivery of the goods at Customers' premises. 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.

Any damage caused by misuse or mishandling voids warranty.

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

If Customer fails to perform his obligations under these RASS Terms and Conditions and/or other related documents containing agreements between Parties in this regard, Supplier has the choice to 1) pursue the execution of the agreement and/or this document, or 2) terminate the agreement.

Supplier reserves the right to claim compensation for the actually suffered, proven damage due to Customer's breach of contract.

In this case, Supplier will also be entitled to reimbursement of reasonable costs already incurred by Supplier. Any advances already paid by Customer will be used by Supplier to settle the reasonable costs already incurred, upon disclosure of underlying documents.

Supplier does not accept any liabilities resulting from consequential damages (such as, but without limitation, loss of profit or earnings, loss of production, loss of contract, loss of clients, loss of business opportunity). Beyond that, Supplier's liabilities arising from Customer or third party claim during contract execution shall be limited to the total (annual) contract value, notwithstanding any Party's rights under applicable law.

## 14.6. Repair and Calibration

The following provision on repair/calibration do not apply to the repair/calibration of a product covered by warranty or a maintenance contract. These provisions do apply to the repair/calibration service provided by IES 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 by Customer in the RMA form or in Customer's communication with Supplier prior to returning the Goods, 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 charge Customer for any diagnostic costs or other costs resulting after the RMA form and/or repair request from Customer .

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, which shall be timely communicated to Customer by Supplier. Supplier warrants that all parts required for the repair of the product, will be free from defects in material or workmanship.



## 14.7. Maintenance Contract

Customer can enter into an optional maintenance contract with Supplier. 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 expiration of the warranty on the system. The maintenance 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 maintenance 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, calibration included (except for specifically identified products that do not require a yearly calibration). 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 Geel, 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 originally 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 maintenance contract, have access to the ftp server to download the latest release of the RASS Software for which Customer has a valid license.



## **15. ANNEX 2: TERMS AND CONDITIONS FOR DELIVERY OF SERVICES**

### **15.1. Subject**

Each contract between the Parties is formed in accordance with the Supplier's General Terms and Conditions for Delivery of Products and Services.

Annex 2 describes the general conditions that apply to the delivery of services (such as training, rental, acceptance tests, measurement campaigns,...). These Services Conditions apply to the contract in addition to the Supplier's General Terms and Conditions for Delivery of Products and Services.

### **15.2. (On-site) Service**

In case a training or on-site service is offered by Supplier to Customer, the training/service dates will be set after mutual agreement between Supplier and Customer. With the acceptance of the order by Supplier the binding delivery date(s) of the ordered service is/are stipulated.

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 (any delivery date change requires written agreement between the Parties), Supplier reserves the right to adapt other contract elements (e.g. pricing, technical conditions). Any penalties or consequential damage claims for late deliveries are excluded, without limiting the affected Party's rights in front of the applicable law. An ordered training/service needs to be scheduled within one year after the purchase order date. After this period, the offered prices are subject to revision and adjustment by Supplier according to current prices.

### **15.3. Training**

For an ordered training the above terms and conditions for (on-site) services apply.

A maximum of 8 trainees may attend a training, if more trainees want to attend the training an extra trainer shall be charged to Customer per every 8 exceeding trainees or every 9<sup>th</sup> trainee. Supplier will register attendances during training. If Customer requires further feedback or registration of trainees, this will be done on Customer's responsibility.

The training will be conducted in English. Training material will be provided in English. A soft copy can be sent on request of Customer at least one week before the actual training date, which Customer is allowed to print and distribute to the trainees. It is not allowed to record the training nor distribute the content of the training for commercial use.

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 training examination.





## **16. ANNEX 3: RENTAL TERMS AND CONDITIONS**

### **16.1. Subject**

Each contract between the Parties is formed in accordance with the Supplier's General Terms and Conditions for Delivery of Products and Services.

Annex 3 describes the general conditions that apply to the rental of equipment. These Rental Terms and Conditions apply to the contract in addition to the Supplier's General Terms and Conditions for Delivery of Products and Services.

### **16.2. Rental**

#### **16.2.1. Rental period**

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.

#### **16.2.2. Rental Equipment**

1. The rental equipment will be in good working order and condition upon delivery. Customer should check the general and working conditions of the rental equipment upon delivery. Any remark or complaint in this regard has to be made before close of business on the working day following the day of delivery. In absence of any (timely) remark or complaint, the rental equipment shall be deemed delivered in optimal working and general conditions.
2. The rental equipment is and will remain property of Supplier. Customer is not allowed to remove any label and/or other indication regarding the ownership of Supplier.
3. During the rental period, Customer will only use the equipment for the purposes 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, which is delivered with it.
4. In case the equipment needs repair after return to the Supplier and the damage was caused due to Customer's negligence (e. g. misuse of the equipment or incorrect packaging), Supplier reserves the right to claim compensation for the necessary repair costs of the equipment. Supplier will repair the equipment within a reasonable time after taking possession of the equipment and invoice Customer the costs for said repair. The invoice is payable within 30 calendar days.
5. In case the equipment is returned incomplete (or accessories of the equipment configuration are missing upon return to Supplier), Supplier reserves the right to claim compensation for those missing items. Supplier will invoice Customer the costs for replacing the missing items, the invoice is payable within 30 calendar days.
6. 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.

#### **16.2.3. Rent**

Rental will be invoiced on a quarterly basis in advance.

In case of late payment the Payment conditions of the General Terms and Conditions will apply. If Customer fails to pay the rental invoice(s), Supplier shall be entitled to recall the rental equipment and the rental contract will be terminated. Customer shall remain, in any case, obliged to fulfill any outstanding rental amount at the time of equipment being recalled.

#### **16.2.4. Indemnity**

Customer will indemnify and hold harmless Supplier against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney fees and costs, arising out or related to the Customer's use of the rental equipment.