

Terms and Conditions

1. Applicability

1.1 These Terms and Conditions apply to all offers and agreements and the obligations ensuing therefrom related to the delivery of products, services and/or rights of use (licences) by the private limited company RAVAS Europe B.V. (Ch. of Comm.: 11065566) with its registered office and principal place of business in Zaltbommel, and/or its subsidiaries and /or related companies, hereinafter referred to as RAVAS.

1.2 In the event that specific provisions in or with the Agreement are in conflict with these Terms and Conditions, the provisions in or with the Agreement shall prevail.

1.3 If one or more provisions of these Terms and Conditions are null and void or voidable, the validity of the remaining provisions shall not be affected. In the event that one or more provisions of these terms and conditions are void, the parties shall be bound by rules that have a meaning and effect as close as possible to the void provision and which cannot be voided.

1.4 Derogations from these Terms and Conditions shall only be valid if and insofar as expressly agreed in writing.

1.5 The Terms and Conditions (of Purchase) of the Business Contact are expressly rejected and shall not apply to the Agreement.

2. Definitions

The following concepts with (an) upper case initial(s) are taken to mean the following:

Terms and Conditions: these Terms and Conditions;

Services: all services that have come into effect on the basis of an Agreement between RAVAS and the Business Contact, including a rental Agreement;

Documentation: technical and functional descriptions and user manuals in whatsoever form;

Intellectual Property: patent, copy, drawing and design rights and/or other (intellectual property) rights, as well as technical and commercial know-how, methods and concepts, whether or not patentable;

Business Contact: the contracting party with whom RAVAS enters into an Agreement;

Agreement: an agreement together with Appendices, concluded between RAVAS and the Business Contact;

Software: Computer software, including system software, application software and user interface together with accompanying documentation and materials;

Confidential Information: any information provided verbally or in writing by one of the parties which is clearly confidential, as well as any information of which the party concerned states that it must be treated as confidential. Confidential information shall in any event be taken to mean: personal data, address details, clients/supplier files, know-how and (company) information that will be shared at the entering into and performance of the Agreement, or of which a party becomes aware, and the contents of the Agreement and the Terms and Conditions;

Goods: the goods to be delivered by or on behalf of RAVAS to the Business Contact pursuant to an Agreement, including a rental Agreement (of goods).

3. Offers and Creation of Agreements

3.1 All offers made by RAVAS are valid for three (3) months and are entirely without obligation. An Agreement shall only come into effect on confirmation by RAVAS, or as the case may be if the performance of the Agreement has commenced.

3.2. (Derogating) Arrangements can only bind parties if they have been recorded in writing and confirmed by RAVAS.

3.3. In the creation of the Agreement the Business Contact agrees to the use of communication by electronic means (including email).

4. Prices / Retention of title

4.1 Unless agreed otherwise, the prices offered by RAVAS and/or agreed between the parties shall always be in Euros, excluding (turnover) tax and delivery 'ex works'.

4.2 RAVAS shall be entitled to adjust its prices. The Business Contact shall accept such a price change if it is the direct result of a change in external factors. Any change of the applicable rate that is to the disadvantage of the Business Contact shall be notified in writing one month prior to the change coming into effect.

4.3 All sold Goods delivered by RAVAS, including rights of use, remain the property of RAVAS until the Business Contact has paid all sums outstanding to RAVAS - including interest and costs - (and these have been received by RAVAS in the agreed bank account).

4.4 In the event that the Goods delivered by RAVAS (also) concern a right of use, the Business Contact shall only become the owner of the physical carrier (the CD-ROM / (USB) stick), with due observance of Article 4.3. The right of use is only valid for the duration of the Agreement. Rental goods remain at all times the property of RAVAS

4.5 Payments must be made within the period set out in the invoice (30 days).

4.6 The Business Contact is not permitted to set off, suspend, or otherwise to withhold (payment) obligations.

4.7 If RAVAS cannot deliver the Goods and/or Services in conformity with the Agreement due to circumstances that are not attributable to RAVAS, including force majeure, the payment obligations of the Business Contact shall remain in effect.

4.8 If the Business Contact has not paid the invoice concerned after the expiry of the period set out by RAVAS, the Business Contact shall be immediately in default by operation of law. In that case the Business Contact shall be obliged to pay the statutory commercial interest under Section 119a Book 6 of the Civil Code. With due observance of Section 96, Subsection 2, under c, Book 6 of the Civil Code, the extrajudicial collection costs shall be deemed to amount to 10% of the invoice amount with a minimum of € 500.

4.9 If the Business Contact proceeds to cancel an Agreement, RAVAS shall be entitled to claim a compensation of 15% of the invoice value of the relevant Agreement, with a minimum of €250.

5. Delivery and transport / Provision of Services

5.1 The agreed delivery periods are only target dates and never final deadlines. The delivery periods shall not commence until the Business Contact has provided all information and items to RAVAS which are required for the performance of the Agreement.

5.2. Delivery of Goods will be based on 'Ex Works' (Incoterms® 2020). The moment of transfer (of risk) to the Business Contact is the moment at which the Business Contact has signed the packing slip for receipt at the agreed place.

5.3 Default on the part of RAVAS always requires notice of default in writing, whereby a reasonable period is granted to RAVAS to perform its obligations, which period shall amount to at least fourteen (14) days.

5.4 RAVAS shall deliver the Goods to the Business Contact by providing them to the Business Contact in the business premises of RAVAS. The Business Contact shall therefore be responsible for all costs and risks attached to the packaging and transport to the required destination.

5.5 If delivery is not possible due to a cause within the control of the Business Contact, RAVAS shall be entitled to recover the costs of storage/holding from the Business Contact.

5.6 The Business Contact shall be entitled at any time to request that RAVAS makes a reasonable change to the extent of the Services to be provided by RAVAS under the Agreement. RAVAS shall specify any consequences of such a change within a reasonable period. The Business Contact shall be entitled to withdraw the change order until five (5) working days after receipt of this specification, in the absence of which the changed Service shall be provided.

5.7 RAVAS shall be entitled unilaterally to change the Services without being obliged in any manner to compensate the (extra) costs arising for the Business Contact. RAVAS must notify any change to the detriment of the Business Contact at least one (1) month in advance of the change. In that case the Business Contact shall be entitled – within five (5) working days after being notified – to cancel the purchase of the Services (including rental) with effect from the date on which the change would come into effect.

5.8 RAVAS shall be entitled, without prior notification and without any obligation to compensate for consequential damage, to (temporarily) close down the Services, or to limit their use, if there is cause for this, including during maintenance and/or improvement of the Services.

5.9 RAVAS shall be entitled to use any third parties it engages during the performance of the Agreement.

6. Complaints / Warranty

6.1 The Business Contact shall be obliged to inspect the Goods

and/or Services immediately on delivery. Visible defects – including derogations from the Agreement – must be made known to RAVAS in writing within 48 hours of delivery, in the absence of which the Business Contact shall have no right to claim in relation to the defect.

6.2 Other defects must be made known to RAVAS in writing within 48 hours after they have been or reasonably could have been noticed, in the absence of which the Business Contact shall have no right to claim in relation to the defect.

6.3 Complaints regarding invoices from RAVAS must be made known to RAVAS in writing within five (5) working days of the invoice date, in the absence of which the invoice shall be deemed to have been approved by the Business Contact.

6.4 The period of warranty of Goods is twelve (12) months from delivery, except in case of multishift (24/7) usage. In case of multishift the period of warranty is twelve (12) months in combination with a service contract. For batteries a warranty for the period of three (3) months is given by Ravas. For Li-ion batteries six (6) months. No warranty shall be given in case of the following cases: unsuitable and improper use, faulty installation or commissioning by the Business Contact or third parties, natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating equipment, faulty construction work.

6.5 The 12-month warranty period of Goods referred to in Article 6.4, may be extended by 12 months in case

- i) the Goods are designated by RAVAS as RAVAS-branded systems,
- ii) the Goods are delivered and used in a country where a RAVAS maintenance service is offered at the time of reliance on the warranty and
- iii) a maintenance service has been performed by RAVAS (according to the applicable rate) regarding the Goods, in the 12th month after delivery of the Goods (serial number is leading), after which a new seal has been affixed by RAVAS.

The conditions set forth in this Article 6.5 shall apply as cumulative to any extended warranty period referred to in this Article 6.5.

7. Obligations of the Business Contact

7.1 The Business Contact must take care of the Goods owned by RAVAS with due care and must bear any costs attached to this care. The Business Contact shall be responsible for use during the period that the Business Contact avails himself of the rights of use provided by RAVAS. Any unauthorised use, breach of legislation and use that is otherwise outside the scope of the Services provided/rights of use granted by RAVAS shall be at the expense and risk of the Business Contact.

7.2 The Business Contact shall be obliged to treat the Goods and/or Services delivered by RAVAS, including the rights of use, in accordance with the manual/regulations provided and within the boundaries of normal use, in the absence of which RAVAS shall not guarantee the correct functioning of the item(s).

7.3 The Business Contact is not permitted to relocate the Goods delivered by RAVAS, the ownership of which is still vested in RAVAS, and/or to make any adjustment thereof. The Business Contact is also not permitted to transfer and/or encumber with any (limited) right these Goods and the obligations on the basis of the Agreement. Parties hereby envisage the effect under property law ensuing from Section 83, Subsection 2, Book 3 of the Civil Code.

7.4 The Business Contact is not permitted to provide the Goods and Services or the software issued by RAVAS to third parties.

8. Liability / Indemnity

8.1 RAVAS shall endeavour to fulfil the obligations under the Agreement. If RAVAS fails in any obligation vested in it in relation to the Business Contact and is in default, the liability on the part of RAVAS which results in compensation of damage shall be limited to € 1,000.

8.2 The liability of RAVAS shall be limited at any time to direct damage or loss suffered/evidenced by the Business Contact and the liability of Ravas will never exceed the invoice value of the particular Agreement. Any other form of damage is excluded from liability, including, but not exclusively, consequential loss, lost profits, loss of business opportunities, the costs of limitation and prevention and assessing damage. The Business Contact shall be obliged to RAVAS to insure against such damage.

8.3 The Business Contact unconditionally indemnifies RAVAS against any claims

by third parties on whatsoever basis, related to or ensuing from the use of the Goods and Services.

9. Intellectual Property

9.1 Unless agreed otherwise in writing, the Intellectual Property with regard to any Software, Documentation and/or Goods provided by RAVAS, remain vested in RAVAS or its Supplier.

10. Confidentiality

10.1 Without prejudice to the entitlements granted to the Business Contact in the Agreement and the Terms and Conditions, both parties and their employees shall keep Confidential Information secret, regardless of whether it has been disclosed in writing or as the case may be, verbally. This obligation shall remain vested in them for an indefinite period, including after termination of the Agreement.

11. Force majeure

11.1 If, for any reason beyond its control, including force majeure, RAVAS is unable (temporarily) to perform the Agreement, RAVAS shall not be in default and shall be entitled to suspend its obligations.

11.2 If the fulfilment of obligations by RAVAS is permanently impossible, the right to terminate the Agreement shall accrue to RAVAS. In such a situation the Business Contact may terminate the Agreement after the passing of thirty (30) days.

11.3 In none of the events referred to in this article shall RAVAS be obliged to pay any compensation for any damage suffered by the Business Contact.

12. Privacy and Personal Data

12.1 RAVAS and the Business Contact shall act with due regard to the relevant privacy regulations, including the General Data Protection Regulation (GDPR) and only collect and process personal data when they have a basis for processing the same.

12.2 The manner in which RAVAS handles personal data is recorded in its privacy statement (www.RAVAS.eu/nl/privacyverklaring).

12.3 If RAVAS and the Business Contact are at any time to be regarded as the controller and processor as referred to in the GDPR, they undertake to conclude a processing agreement for this purpose, with due regard to their obligations on the basis of the GDPR.

12.4 The Business Contact shall guarantee in relation to RAVAS that the processing of personal data will take place legitimately and that third party rights will not be infringed. The Business Contact indemnifies RAVAS against any legal action brought by third parties, on whatsoever basis, if this action is related to the processing of personal data by the Business Contact, as well as against any financial penalties imposed on the Business Contact by the Dutch Data Protection Authority, or other authorised supervisory authorities.

13. Duration and Termination of the Agreement

13.1 The continuing performance contracts between the Business Contact and RAVAS are in force for one (1) year, commencing at the time when the Agreement comes into effect. After expiry of the term, the contract shall be renewed tacitly once again by one (1) year, unless the contract is terminated, whereby a notice period of three (3) months must be observed. Any premature termination shall not result in a refund of money paid to RAVAS and shall not affect the payment obligations of the Business Contact.

13.2 If an Agreement is entered into for a specific period and/or for a specific Service, the Business Contact may not terminate this Agreement in the interim. In the event that an Agreement for a specific period is renewed tacitly, this shall be entered into under the same terms and conditions as agreed in the initial Agreement.

14. Dispute resolution

14.1 The law of the Netherlands exclusively applies to the Agreement and the obligations governed by it.

14.2 Disputes between parties shall be exclusively submitted to a judge of the Midden-Nederland Court, location Utrecht.