

Terms and Conditions

Of: Stremtec BV., Industrieweg 19, 8263 AB Kampen, The Netherlands

Chamber of commerce 78522595

Article 1 Definitions

1. In the present general terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise:

Supplier: Stremtec B.V.

Buyer: the supplier's opposite party, acting in the course of a business or in the course of a profession.

Agreement: the agreement between the supplier and buyer.

Article 2 General

1. The stipulations of the present terms and conditions shall apply to each and every offer and agreement between supplier and a buyer, to which supplier has declared the present terms and conditions applicable, in so far as parties have not explicitly deviated from the present terms and conditions in writing.

2. The present terms and conditions shall also apply to all agreements with supplier, the execution of which calls for the services of third parties.

3. The buyer's general terms and conditions shall only apply if parties have explicitly agreed in writing that said general terms and conditions shall apply to the present agreement with the exclusion of the present general terms and conditions. In that event possibly still conflicting stipulations in the supplier's and buyer's general terms and conditions shall only apply between parties, if and in so far that they are a part of supplier's general terms and conditions.

4. If one or more stipulations in the present general terms and conditions should be null and void or declared null and void, then the other stipulations of the present general terms and conditions shall remain fully applicable. The case ensuing, supplier and buyer shall enter into negotiations to agree upon new stipulations replacing the null and void conditions, or, as the case may be, the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.

Article 3 Offers and Tenders

1. All offers and tenders shall be free of obligation unless the offer contains an acceptance term. An offer or tender expires if the concerning product is no longer available.

2. The tenders made by supplier shall be free of obligation; they shall be valid for a period of five days, unless indicated otherwise. Supplier shall only be bound by the offers if the acceptance thereof is confirmed in writing by the buyer within five days.

3. Terms of delivery given in supplier's offers shall only be tentative and exceeding these terms of delivery shall not entitle buyer to dissolution or damages, unless explicitly agreed upon otherwise.

4. The prices given in above-mentioned offers and tenders are mentioned in Euro's and shall be exclusive of VAT and other government levies, as well as of shipment costs and possible packaging and administration costs, unless explicitly stated otherwise.

5. If the acceptance deviates (also on secondary items) from the offer given, supplier shall not be bound by it. The agreement shall in such event not be concluded in accordance with said deviating acceptance, unless supplier indicates otherwise.

6. A compound quotation shall not oblige supplier to execute part of the assignment against a corresponding part of the given quotation.

7. Offers and tenders shall not apply automatically to repeat orders.

Article 4 Execution of the Agreement

1. Supplier shall execute the agreement to the best of his knowledge and ability.

2. Supplier shall have the right to have certain work being done by third parties.
3. The buyer shall see to it that supplier shall be provided in due time with all data which supplier has said to be necessary or which the buyer must in all reasonableness understand to be necessary to the execution of the agreement. If supplier has not been provided in due time with the data necessary to the execution of the agreement, supplier shall have the right to suspend the execution of the agreement and/or to charge the buyer for the additional costs resulting from the delay at the generally accepted rates.
4. Supplier shall not be liable for damage of whatever nature caused by the fact that supplier worked on the basis of incorrect and/or incomplete data provided by the buyer, unless supplier should have been aware of said incorrectness or incompleteness.
5. If parties have agreed that the agreement will be executed in stages, supplier can suspend the execution of the parts belonging to a following stage until the buyer has approved in writing the results of the stage prior to it.
6. If supplier or third parties engaged by supplier within the scope of the assignment do work at buyer's site or at a site designated by buyer, buyer shall provide the employees having to work there free of charge with all facilities desired in all reasonableness by said employees.

Article 5 Delivery

1. Delivery shall be made ex works Kampen Incoterms 2025.
2. If delivery is made on the basis of divergent conditions as preliminary agreed, the conditions valid at the moment the agreement is concluded, shall apply.
3. Buyer shall be held to take delivery of the goods at the moment that supplier delivers them to him or has them had delivered, or at the moment at which the goods are put at buyer's disposal under the agreement.
4. If the buyer refuses to take delivery or fails to give the information or instructions necessary to the delivery, supplier shall be entitled to store the goods at buyer's risk and expense.
5. If the goods are carried, supplier shall be entitled to charge possible carrying charges.
6. If, in the framework of the execution of the agreement, supplier requires data to be given by the buyer, the term of delivery shall commence after the buyer has provided supplier with said data
7. If supplier has given a term of delivery, it shall only be indicative. A given term of delivery shall therefore never constitute a term to be observed on penalty of forfeiture of rights. If a term is exceeded, the buyer must give supplier notice of default in writing and offer him a reasonable term to execute the agreement.
8. Supplier shall be entitled to deliver the goods in parts, unless such is deviated from in writing in the agreement or if the partial delivery does not represent an independent value. Supplier shall be entitled to invoice the thus delivered goods separately.
9. In case buyer returns a product without consultation with supplier, then buyer shall credit the product for buying price with a deduction of 10% if the return is within 6 months after delivery, and a deduction of 20% if the return is after 6 months but within 1 year of delivery. This is only valid for undamaged not used products in the original packing. Transportation costs to the buyer and return to supplier will not be reimbursed. Special ordered products will not be reimbursed unless other agreements have been made with the supplier.

Article 6 Samples and Models

1. If a sample or model has been given to buyer, then the assumption is that such has been given by way of indication only, unless parties agree explicitly that the product to be delivered shall correspond with it.

Article 7 Inspection & Complaints

1. Buyer shall be held to examine or have examined the delivered goods the moment of delivery (handing over), but in any case in as short a period of time as possible. In this respect, buyer must examine whether the quality and the quantity of the delivered goods comply with what was agreed upon, or at least whether they meet the requirements applying to said goods in normal (business) transactions.
2. Possible visible shortcomings must be communicated in writing to supplier within three days following delivery.

Non-visible shortcomings must be reported within three weeks following their detection but no later than 12 months following delivery.

3. If in accordance with the previous paragraph, buyer files his complaint in due time, he shall still be held to take delivery and effect payment of the goods purchased. If buyer wishes to return defect goods, he shall do so following prior consent in writing from supplier in the way supplier indicates.

Article 8 Remuneration, price and costs

1. If supplier and buyer have agreed upon an administered price, supplier shall nevertheless be entitled to increase said price.
2. Supplier shall be allowed among others, to charge on price increases if changes in price have occurred between the moment the offer was made and the moment of execution of the agreement with respect to, e.g., exchange rates, salaries and wages, raw material, semi-finished products or packaging material.
3. The prices given by supplier are mentioned in euro's and shall be exclusive of VAT and other government levies, as well as of the other expenses to be possibly made within the scope of the agreement, including shipment and administration costs, unless stated otherwise.

Article 9 Changes to the agreement

1. If it is shown during the execution of the agreement that the work to be done needs to be changed and/or supplemented in order to ensure its proper execution, parties shall adapt the agreement accordingly in due time and in mutual consultations.
2. If parties agree that the agreement needs to be changed and/or supplemented, this decision may influence the time of completion of the execution. Supplier shall inform the buyer thereof as soon as possible.
3. Should the change and/or supplement to the agreement have any financial and/or qualitative consequences, supplier shall inform buyer thereof in advance.
4. If a fixed rate has been agreed upon then supplier shall indicate the degree to which the change or supplement to the agreement will result in an increase of said fixed rate.
5. Contrary to the conditions governing this matter, supplier shall not be able to charge additional costs if the change or supplement is the result of circumstances attributable to supplier.

Article 10 Payment

1. Payment must be made within a term of thirty days after the date of the invoice, in a way to be indicated by supplier and in the currency in which the goods were invoiced. Contestation of the amount of the invoices shall not suspend the fulfilment of the payment obligation
2. If buyer fails to fulfil his payment obligation within the mentioned term of thirty days, then buyer shall be in default by operation of law. In that event, buyer shall owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated as from the day the buyer is in default until the moment he has paid the amount in full.
3. Supplier shall be entitled to have the payments made by the buyer go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest. Supplier shall have the right, without this leading supplier to be in default, to refuse an offer for payment, if the buyer designates a different sequence of attribution. Supplier shall be entitled to refuse full payment of the principal sum, if said payment does not include the interest still due, the current interest and the costs.
4. Supplier has the possibility to charge a credit limitation surcharge of 2%. This surcharge will not be charged if payment is made within 7 days from the date of invoice.

Article 11 Retention of Title

1. All goods delivered by supplier, possibly also including designs, sketches, drawings, films, software, (electronic) files, etc., shall remain supplier's property until buyer has fulfilled all of his obligations under all agreements concluded with supplier.

2. Buyer shall not be authorized to pledge or encumber in any way the goods falling under the retention of title.
3. If third parties seize goods delivered subject to retention of title or wish to establish or assert a right to them, buyer shall be held to inform supplier thereof as soon as can reasonably be expected.
4. The buyer shall undertake to insure the goods delivered subject to retention of title and to keep them insured against damage caused by fire, explosion and water as well as against theft and make this insurance policy available for inspection on first demand.
5. Goods delivered by supplier falling under the retention of title by virtue of the stipulations under 1. of the present article, may only be sold on within the framework of normal business activities and must never be used as instrument of payment.
6. In the event that supplier wishes to exercise his ownership rights mentioned in the present article, buyer shall give supplier or third parties to be appointed by supplier, now for then, unconditional and irrevocable permission to access all sites and locations where supplier's property might be found and to take these goods back.

Article 12 Guarantee

1. Supplier shall guarantee that the goods to be delivered shall meet the usual requirements and standards that can be set for and made upon them.
2. The guarantee mentioned under 1 shall equally apply if the goods to be delivered are destined for use abroad and if the buyer explicitly informed supplier of this use in writing the moment the agreement was entered into.
3. The guarantee mentioned under 1 shall be valid for a period of 12 months following delivery.
4. If the goods to be delivered don't comply with said guarantee, supplier shall, at his discretion, replace or see to the repair of the good, within a reasonable period of time following receipt thereof, or, if the good cannot be returned in reason, following notification of the defect by the buyer. In the event the good is replaced, the buyer shall already now undertake to return the replaced good to supplier and to transfer ownership to supplier.
5. The guarantee mentioned for this purpose shall not apply when the defect originated as the result of injudicious or improper use or when the buyer or third parties have introduced changes or tried to introduce changes to the good without supplier's consent in writing or if they have used it for purposes for which the good was not intended.
6. If the guarantee given by supplier concerns a good produced by a third party, the guarantee shall be limited to the guarantee given by the producer of the good.

Article 13 Reconditioned and Repaired Components and Testbenches

1.Scope and Precedence

The warranty provisions set out in this Article apply exclusively to reconditioned and repaired components and testbenches. These provisions take precedence over Article 8 of these Terms and Conditions.

Nature of Work and Warranty Period, Unless the relevant invoice expressly states that a complete overhaul has been performed, any work conducted by the Supplier shall be deemed a repair.

Submission of a warranty claim does not extend, suspend, or renew the original warranty period.

Warranty for Repairs, For repairs that do not constitute complete remanufacturing, the warranty period is three (3) months, with a maximum of four hundred eighty (480) operational hours.

The Buyer shall provide all initial and necessary information required to enable the Supplier to diagnose the issue and take appropriate first steps.

The Supplier shall be granted a reasonable period to investigate and remedy any defect and reserves the right to determine whether an on-site visit is required in response to a support request.

Scope of Warranty Claim, A warranty claim is limited solely to the remedies described in Article 12. All costs exceeding the scope of Article 12—including, but not limited to, transport costs, travel and accommodation expenses, and costs related to dismantling and reassembly—shall be borne exclusively by the Buyer.

2.Exclusions from Warranty

The warranty shall not apply to defects arising, in whole or in part, from any of the following:

- a. Failure to comply with the operating or maintenance instructions issued by the manufacturer and/or machine manufacturer;
- b. Use of incorrect, unsuitable, or unrelated parts or accessories;
- c. Normal wear and tear;
- d. Improper or defective installation, removal, or reinstallation of components;
- e. Repairs or attempted repairs conducted by third parties, including the Buyer;
- f. Electronic components or parts supplied to the Supplier by third parties, insofar as such third party has not provided a warranty to the Supplier.

3. Service, Repair, and Warranty Process Clause

Receipt and Registration, Upon receipt of the equipment, the Supplier shall inspect the shipment for visible damage and verify conformity with the delivery documentation. The Supplier shall notify the Buyer without undue delay of any damage identified upon arrival. The Supplier shall perform an initial diagnostic assessment to identify any damage and determine the probable cause.

Assessment and Warranty Determination, Following the diagnostic, the Supplier shall determine whether the necessary repair is covered under the applicable warranty or whether the issue constitutes a non conformity or out of warranty condition. The Buyer shall be informed in writing of this determination, including any associated costs for non warranty repairs.

Quotation Process, Where repairs are not covered by warranty, the Supplier shall issue a formal repair quotation within the timeframe mutually agreed upon between the Parties. No repair work shall commence without written approval of the quotation by the Buyer.

Repair Execution, Upon acceptance of the quotation, the Supplier shall carry out the repair, including the replacement of any required components, in a professional and workmanlike manner consistent with industry standards.

Inspection and Return, After the repair has been completed, the Supplier shall perform a functional inspection and testing of the equipment. The repaired equipment shall then be returned to the Buyer mutually agreed upon between the Parties.

Repair Cancellation Fees, If the Buyer cancels the repair after issuance of the quotation, the following cancellation fees shall apply: Large stand alone testbenches: €549 net , Small/Desktop testbenches: €249 net

In the event of cancellation, the Buyer shall bear all costs and responsibility for the return shipment of the equipment.

Warranty on Repairs, All repairs executed by the Supplier are covered by a three month warranty, commencing on the date of the repair invoice. This warranty covers only the repaired components and the work performed.

4. Licensed Software Maintenance

Supplier Responsibility, All testbenches supplied by the Supplier shall be delivered with properly licensed software. The Supplier is obligated to inform the Buyer in a timely manner of any required license renewals, updates, or actions necessary to maintain proper software functionality. Such notification shall be provided within the agreed notice period specified in this contract.

Buyer Responsibility, The Buyer is responsible for renewing licenses and performing required software updates as communicated by the Supplier. Failure by the Buyer to perform these renewals or updates may result in reduced functionality or disabling of the software, for which the Supplier shall not be liable.

Consequences of Non-Compliance, If the Buyer does not carry out the required renewals or updates within the specified timeframe, the Supplier shall not be held responsible for any resulting downtime, malfunctions, or operational impairments of the testbenches.

Suspension and Disabling of Software, If the client fails to fulfill any obligation under the agreement, fails to fulfill it on time, or fails to fulfill it completely, including but not limited to payment obligations, Supplier is entitled to restrict or disable access to and/or the functionality of the software supplied by Supplier on the Buyer test equipment. Unless immediate disabling is necessary to protect its rights or systems, Supplier will notify the client in writing in advance of its intention to restrict or disable the software. The disabling or restriction will remain in effect

until the client has fully fulfilled its obligations. Supplier is not liable for any damage resulting from the restriction or disabling of the software as referred to in this article.

Article 14 Collection Charges

1. If the buyer fails to fulfil his obligations (in due time) or defaults on them, then all reasonable costs incurred to have all extrajudicial costs and debts paid shall be borne by the buyer. If the buyer remains in default of payment within the set time period, these costs shall supposed to be 15% of the amount due at that moment. This with a minimum of € 250.
2. If supplier demonstrates that he has incurred higher expenses, which were necessary in reason, said expenses shall also qualify for reimbursement.
3. The judicial and execution costs possibly incurred shall equally be borne by buyer.
4. Buyer shall owe interest over the made collection charges.

Article 15 Suspension and Dissolution

1. Supplier shall be authorized to suspend the fulfilment of the obligations under the agreement or to dissolve the agreement, in the event that:
 - buyer does not fulfil or does not fully fulfil his obligations resulting from the agreement
 - after the agreement has been concluded, supplier learns of circumstances giving good ground to fear that the buyer will not fulfil his obligations. If good ground exists to fear that the buyer will only partially or improperly fulfil his obligations, suspension shall only be allowed in so far the shortcoming justifies such action.
 - buyer was asked to furnish security to guarantee the fulfilment of his obligations resulting from the agreement when the contract was concluded and that this security is not provided or insufficient. As soon as security is furnished, the authorization to suspend shall lapse, unless said fulfilment has been unreasonably delayed because of it.
2. Supplier's claims against buyer shall become due on demand in the event that buyer is wound up, attached, declared bankrupt, or if a suspension of payment is granted.
3. Supplier shall furthermore be authorized to dissolve the agreement (have the agreement dissolved) if circumstances arise of such a nature that fulfilment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be demanded in all reasonableness.
4. If the agreement is dissolved, the supplier's claims against the buyer shall be forthwith due and payable. If supplier suspends fulfilment of his obligations, he shall retain his rights under the law and the agreement.
5. Supplier shall always retain the right to claim damages.

Article 16 Return of Goods Put at Buyer's Disposal

1. If supplier has put goods at buyer's disposal during and in connection with the execution of the agreement, buyer shall be held to return the delivered goods within 14 days in their original state, free of defects and in their entirety. If buyer fails to fulfil this obligation, all resulting costs shall be at buyer's expense.
2. If, for any reason whatsoever, buyer still remains in default to fulfil the obligation mentioned under 1. after being warned to do so, supplier shall be entitled to recover the resulting damage and costs, including replacement costs, from buyer.

Article 17 Liability

1. If the goods delivered by supplier are defective, supplier's liability vis à vis the buyer shall be limited to the arrangements made in the present terms and conditions under "Guarantee".
2. Supplier shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.
- 3: Supplier shall never be liable for the costs of assembling or disassembling of the claimed units.

Article 18 Transfer of Risk

1. The risk of loss of, or damage to the products being the subject of the agreement, shall be transferred to buyer the moment said products are judicially and/or actually delivered to buyer and therefore fall into the power of buyer or of third parties to be appointed by buyer.

Article 19 Force Majeure

1. Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.

2. In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which supplier cannot have any influence but which prevents supplier from fulfilling his obligations. Industrial action at supplier's company or third parties shall also be understood to be a circumstance of force majeure.

3. Supplier shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfilment of the obligation(s) impossible, commences after the point in time on which supplier should have fulfilled his obligation.

4. Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfilment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the agreement without any obligation to pay the opposite party damages.

5. In so far supplier has already partially fulfilled his obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and in so far separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, supplier shall be entitled to invoice the part already fulfilled or still to be fulfilled respectively. The buyer shall be held to pay this invoice as if it were a separate agreement.

Article 20 Safeguarding

1. Buyer shall safeguard supplier against possible claims filed by third parties who may sustain damage in connection with the execution of the agreement, which is not attributable to supplier.

2. If the buyer provides supplier with information carriers, electronic files or software etc., the former shall guarantee that said information carriers, electronic files or software are free of viruses and defects.

Article 21 Secrecy

1. Both parties shall be bound to secrecy of all confidential information they have received within the scope of their agreement from each other or from another source. Information shall be considered to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.

2. If a statutory provision or a judicial decision compels supplier to convey confidential information to third parties designated by law or by the court and supplier cannot for that purpose invoke a legal right to refuse to give evidence or such a right acknowledged or allowed by the competent court, supplier shall not be held to pay damages or compensation and the opposite party shall not be entitled to demand the dissolution of the agreement on the ground of any damage resulting from said circumstance.

Article 22 Non-employment of the opposite party's personnel

1. Throughout the duration of the agreement and for one year following termination thereof, buyer shall not in any way, hire or employ in any other way, be it directly or indirectly, staff of supplier or of enterprises whom supplier has engaged to execute the present agreement and who are (were) involved in the execution of the agreement, without prior proper businesslike consultation on this matter, all this in accordance with the requirements of reasonableness and fairness.

Article 23 Disputes

1. The Court in supplier's place of business shall have exclusive jurisdiction to hear actions. Supplier shall

nevertheless be entitled to submit the dispute to the Court deemed competent by the law.

2. Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.

Article 24 Applicable Law

1. Dutch law shall apply to each and every agreement between supplier and the buyer. The Vienna Sales Convention shall be explicitly excluded.

Article 25 Changes to the Terms and Conditions, interpretation and their location

1. The present terms and conditions have been filed at the office of the Chamber of Commerce in Zwolle (NL).

2. The Dutch version of these general terms and conditions prevails at all time in case of disputes with regard to the interpretation and purpose of these terms and conditions.

3. The most recently filed version shall always apply, or, as the case may be, the version valid at the time the agreement was concluded.