

General sales and delivery conditions of Raja Europe BV

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Article 1 – Applicability

In these general sales and delivery conditions, the terms below will have the following meaning:
"Raja Europe B.V. (Large Kanaalwijk 115 6212 NA Maastricht) and/or any of Raja Europe B.V. affiliated company. , "product" or "products" means items, systems and/or software offered or supplied by Raja Europe.
These conditions apply on all offers and/or agreements done by Raja Europe or contracted with third parties "the Clients" below, as well as execution of it.
These conditions apply to the exclusion of any conditions set by the Client.
The stipulations deviating from these conditions can only be effective by the Client if and insofar as the changes have been accepted by Raja Europe in writing.
Article 2 – Offers, orders, and agreements
All Raja Europe's offers are without engagement. Orders and acceptance of the offers are deemed irrevocable by the Client.
Raja Europe is only bound if they have confirmed the acceptance of the offer in writing or has started the execution. Raja Europe is only bound by what they have accepted to agree with.
In the case of any possible inaccuracies or alleged inaccuracies in the order confirmation, the Client must inform Raja Europe in writing within two working days. In the absence of which, the order confirmation is deemed to reflect the agreement accurately and completely.
Verbal commitments or agreements by or with its employees will only bind Raja Europe, if only after and in so far there is written confirmation by Raja Europe.
These terms and conditions are applicable in full to any changes to the agreement.

Article 3 – Conformity

All indications of quantities and/or other indications with regard to its products given by Raja Europe are done with as much care as is possible. However, Raja Europe cannot guarantee that the deviations will not occur. The Client must check the conformity of quantities indicated by Raja Europe or agreed with Raja Europe and/or other indications, when received the products. Indications made by Raja Europe regarding colors, weights, dimensions etc. may be considered as approximation and not a binding obligation.
Raja Europe's descriptions, catalogs, advertising materials and offers do not bind Raja Europe.
The Client must make sure the ordered products and/or future products to be ordered, and the corresponding packaging labels and other information comply with all government-imposed regulations in the country of destination. The use of the products and the compliance with the provisions of the Government is at the Client's risk.

Article 4 – Data and indemnity

The Client guarantees the correctness, completeness and reliability of the data and information provided to Raja Europe by them or on their behalf. Raja Europe is only obliged to further proceed with the order if the Client has provided all data and information required by Raja Europe. If, for the execution of the agreement, Client fails to provide the necessary data on time or as agreed with Raja Europe or the Client fails to fulfill its obligations in any other way, Raja Europe has the right to charge the costs incurred according to its usual rates.

If the orders needs to be executed according to designs, drawings or other instructions of the Client, Raja Europe will charge the Client a separate price for this task, unless otherwise agreed in writing.

In case of editing, processing or producing semi-finished products by Raja Europe or on behalf of the Client, it shall be done with compliance to intellectual property rights of Raja Europe and/or third parties. The Client is responsible for the fulfillment of these obligations by the related third parties. Raja Europe is not liable for all claims from third parties arising from this processing, operation or manufacturing and, the consequences of applications of these processed or manufactured items.

The Client will also indemnify Raja Europe as well as employees of Raja Europe for claims from third parties, including the claims from employees of Raja Europe, who suffered damage in connection with the execution of the agreement as a result of the act or omission of the Client, the inaccuracy or incompleteness by or on behalf of the Clients provided data or information and/or unsafe situations in their company or organization.

Article 5 - Descriptions, models and calculations

The quotations, as well as drawings, calculations, descriptions, models, advice, orders and other information, tools, designs, materials lists, provided or produced by Raja Europe, including the (test) products, (test) equipment or (test) software made available by Raja Europe, remains the property of Raja Europe, regardless of whether costs of them have been charged to the Client.
If a model, sample or example by Raja Europe has been shown or provided, it is assumed that it has been displayed by way of indication: The characteristics of the goods to be delivered may deviate from the sample or example, unless it was clearly stated that it would be delivered in accordance with the sample, model or example.

The copyrights and/or other intellectual property rights of all goods delivered by or to the Client, whether or not on behalf of the Client, or which are supplied by the Client, as well as mentioned in 5.1, are owned by Raja Europe.
The items and advises in 5.1 and 5.2, and the similar cannot be copied, or made public in full or in part without the approval of Raja Europe, and may not be shown to third parties, made available to public, disposed of or mortgaged without the written approval of Raja Europe.

The information contained in 5.1 and 5.2, advises and similar, shall remain exclusively to Raja Europe, even if the costs are charged to the Client for this.

Article 6- Intellectual Property

All intellectual and industrial properties relating to the products, designs, and software by Raja Europe, and the items which Raja Europe develops or uses in the execution of this agreement, are owned by Raja Europe, provided they are not already owned by third parties and unless otherwise agreed in writing.

The Client is not allowed, in any way, to remove or change the products, software and/or other items of copyright, brands, trade names, or other intellectual rights or industrial property from Raja Europe.

Raja Europe guarantees that the products delivered, do not infringe the Dutch patent rights of third parties. If nevertheless, Raja Europe is to be recognized or the Dutch court in a lawsuit against Raja Europe decides by a final judgment that products supplied by Raja Europe infringe a Dutch patent, Raja Europe will either replace the products concerned with products that do not infringe the Dutch patent in question, or after the patent is cleared, the Client back the products concerned against reimbursement of the price paid less the normal depreciation to be considered. The options shall exclusively be at the discretion of Raja Europe. In such case, Raja Europe shall not have any liability of further compensation to the Client and will not be obliged to indemnify the Client in or out of court.

If an order has to be executed according to designs, drawings or other instructions from the Client, the Client guarantees that this does not infringe intellectual or industrial property's rights of other third parties. The Client indemnifies Raja Europe against all third-party claims for infringement of their intellectual or industrial property rights, whether or not for compensation.

Article 7 - Price

Prices stated by Raja Europe or prices agreed with Raja Europe includes packaging costs, but are exclusive of VAT, import and export duties, tax duties and other taxes or levies imposed, or levied in respect of the products and their transport.

Prices quoted by Raja Europe are in Euro, excluding the transport and delivery ex-factory.
Raja Europe is entitled to charge a surcharge and administration costs for orders below the size fixed by Raja Europe, in accordance with the regulations applicable at Raja Europe at the time of concluding the agreement.

Raja Europe reserves the right to change sales prices, discounts and/or sales conditions in the prices, discounts and/or sales conditions that apply at the date of delivery. In that case, the Client has the right to cancel the agreement, as long as not already actually been performed, by sending the registered letter to Raja Europe within 9 days after the announcement of the change, unless the change is in its favor.

If Raja Europe has undertaken additional work and/or services without a price agreed upon explicitly in writing, it shall be entitled to charge the Client for the actual cost and/or the rates that are customary with Raja Europe.

If the cost-determining factors, including taxes, tax duties, import duties, exchange rates, wages, the price of goods and/or services (whether or not involved by Raja Europe or third parties), has changed after the offer and/or the conclusion of the agreement, Raja Europe is entitled to adjust the prices accordingly.

Article 8 - Delivery Schedule

Specified delivery times are approximate and can never be regarded as a deadline. If the delivery exceeds the delivery time, it does not obligate Raja Europe to pay any compensation nor give the Client the rights not to fulfill or suspend its obligations arising from this agreement. However, the Client is entitled to terminate the agreement, if and as long as Raja Europe has not yet executed the order, within a period set by the Client of at least equal to the initially specified or agreed delivery time. Raja Europe shall not be liable for compensation in such case.

The delivery time is based on the working conditions prevailing at the time of the conclusion of the agreement, and on timely delivery of the items required for the performance of the agreement. If a delay occurs as a result of a change in working conditions and/or the late delivery of goods required by Raja Europe, the delivery time will be extended to the extent necessary.

The delivery time is extended by the duration of the delay that occurs on the part of Raja Europe as a result of the Client's failure to fulfill any obligation arising from this agreement or to request co-operation therefrom in connection with performance of the agreement. The delivery of the products takes place at the moment that the products title are segregated for the benefits of the Client. The products are at risk and expense of the Client from the moment of delivery, even if the ownership has not yet been transferred.

Raja Europe determines the manner in which and by whom the products are transported, unless otherwise agreed in writing. Transport is at the risk of the Client. The Client is obligated to receive the products immediately after arrival at the place of destination. The Client shall ensure sufficient loading and unloading options for quick unloading.

The loading and unloading, as well as the packing and repacking, is at the expense and risk of the Client, even if Raja Europe is assisting the Client.

If the Client does not take the delivery, collect or let someone else collect the products, such products will be stored for as long as Raja Europe considers desirable and/or necessary, on the account and risk of the Client. In this case, Raja Europe, as well as any other (attributable) nonconformance on the part of the Client, is at all times entitled, at the discretion of Raja Europe, to demand fulfillment of the agreement or to terminate the agreement (extrajudicial), without prejudice to its rights to compensations for the damage suffered and the loss of profit, including the costs of storage.

Raja Europe is not obliged to follow the request from the Client for re-delivery or after delivery. If Raja Europe does so anyway, the associated costs shall be born by the Client.

Raja Europe is authorized to execute an agreement in parts, and to demand payment of that part of the agreement which has been executed.

Raja Europe determined the way in which the products are packaged. The Client is obliged to borrow packaging, hereinafter referred to as pallets, "bokken" (for glass), or other materials intended to ensure the good shipment, excluding packaging materials such as cardboard and other protection of the goods, and to return the empty packages within 14 days in undamaged conditions. If the Client fails to fulfill his obligation with regard to packaging, all costs resulting therefrom shall be on the account of the Client. Such costs shall include costs resulting from late return and the costs or replacement.

If the Client does not return borrowed packaging after a reminder within the term specified therein, Raja Europe shall be entitled to make a replacement and charge the costs thereof; provided Raja Europe has declared this statement in its reminder notice.

Article 9 - Force Majeure

If Raja Europe is prevented from fulfilling the agreement due to force majeure, Raja Europe is entitled to suspend the execution of the agreement, and as a consequence, it can no longer be held to delivery at any delivery time. In such case, the Client is not entitled to claim the compensation for damage, costs, or interest.

Force Majeure situation shall include: war, danger of war, mobilization, riot, state of siege, strikes, puncture or punctuality sanctions and exclusion, fire, accident or illness of employees, business disturbance, stagnation in transport, disruptive legal provisions, restrictions on import/ export or other government restrictions, lack of raw materials, unforeseen problems in production or transport by Raja Europe, and any other circumstances that is not exclusively dependent on the will of Raja Europe, such as the non-delivery or late delivery of goods or services by third parties engaged by Raja Europe.
If there is a situation of Force Majeure, Raja Europe is authorized to terminate the agreement on the non-executable part by submitting

the written statement. If the Force Majeure situation lasts longer than 6 weeks, the Client is also entitled to terminate the agreement for the non-executable part by submitting a written statement.

If Raja Europe has already partially fulfilled its obligations on the occurrence of the Force Majeure situation or can only fulfill its obligations partly, it is entitled to invoice the already delivered or the deliverable part separately, and the Client is obliged to pay this invoice as if it is a separate agreement.

Article 10 - Warranty and Claims

Raja Europe guarantees the soundness of the products it delivers in accordance with what the Client can reasonably expect under the agreement. Should nonetheless be defects in the products supplied by Raja Europe as a result of manufacturing and / or material faults, Raja Europe will repair these defects or have them repaired or have the parts required for repair made available, the products in question, in whole or in part, replace or apply a reasonable price reduction, all at the option and exclusively for the assessment of Raja Europe. This guarantee applies for 6 months after delivery, unless expressly agreed otherwise in writing.
Warranty shall not cover to the defects occurred by/ or as a result of:
Normal wear and tear;
Failure to comply with instructions or prescriptions by (personnel of) the Client, or by other than the normal use;
Improper maintenance or use by the Client;

Activities by third parties, assembly/installation or repair by third parties or by the Client, without the prior written permission of Raja Europe;
The application of any government regulation regarding the nature or quality of applied materials;
Products that have been custom-produced, and delivered according to designs, drawings or other instructions from the Client;
Items supplied by the Client to Raja Europe for the processing or execution of an orders or used in consultation with the Client;
Parts / raw materials purchased by Raja Europe from third parties, as far as these third parties have not provided any guarantee to Raja Europe;

The processing by the Client of the products, unless Raja Europe expressly states a certain method of processing in its documentation, brochures, etc. or has authorized it in writing without any disclaimer.
The Client must inspect the delivered products immediately after receipt by or on behalf of him, or any right to claim and/or guarantee may be forfeited. Any claims relating to the quantity of products delivered must be immediately noted on the cargo receipt or delivery note. Failure to state the discrepancy of quantities on the consignment note or delivery note, will provide compelling proof against the Client.

Claims under the guarantee must be informed to Raja Europe by registered letter within 8 days after a defect occurs. In the absence of a timely claim against Raja Europe within such period, the rights to claim or the warranty shall be lapsed.

If the Client submit the claims, Raja Europe shall have the opportunity to inspect the products or have them inspected in order to determine the nonconformance. The Client is obliged to keep such non-conformance products for Raja Europe's inspection, or otherwise may lose the rights on the warranty thereof.
In order to return the products sold to Raja Europe, for whatever reason, it can only take place after prior written authorization and shipping and/or other instructions from Raja Europe. Transportation and all related costs are at the expense of the Client. The products remain at all times for the account and risk of the Client. Raja Europe will reimburse the transportation costs if it is established that there is an attributable cause of damage on the part of Raja Europe.
Any defects concerning a part of the delivered products do not entitle the Client to reject or refuse the entire batch of products that has been delivered.

Any right on warranty or claims will lapse if the products have been transported handled, used, treated or stored wrongly or contrary to instructions given by or on behalf of Raja Europe, or if the usual measures/regulations have not been observed, and also if the Client does not, fulfill any obligation arising from the underlying agreement towards Raja Europe timely or properly.

Claims do not suspend the payment obligations of the Client.
After noticing a nonconformity, the Client must immediately request a product or service, the Client is obliged to do everything that prevents or mitigate the damage, including the immediate discontinuation of use, processing, and / or trading.

Article 11 - Ownership

Raja Europe reserves the ownership in the products delivered and to be delivered, until its claims in respect of the delivered and to be delivered products had been met in full by the Client, including the claims due to failure to comply with one or more agreements.

If the Client does not reach the fulfillment of its obligations, Raja Europe shall be entitled to have the products belonging to it recover from the place where they are located at the expense of the Client.

The Client is not entitled to pledge the products that have not yet been paid or to transfer ownership, other than in the context of normal company operations.

The Client is obliged to store the delivered products subject to the retention of title, with the needed care and as recognizable property of Raja Europe.

The Client does not have any right of retention towards Raja Europe on the products supplied by Raja Europe.

Article 12 - Rights of lien

Raja Europe has a right of lien and a right of retention over all items, documents and money that Raja Europe has or will obtain, by whatever reason, for all claims which it has or may have against the Client. Raja Europe has the right of lien and right of retention towards anyone who requests delivery of items, documents and/or money.

Raja Europe may also exercise the rights referred to in 12.1 for what the Client owes Raja Europe in connection with previous and/or already executed orders.

Article 13 - Rights of Claims

If the Client does not fully fulfill its paying obligation or pay on time, Raja Europe is authorized within 6 weeks after the expiry of the payment term, or within 60 days after the products have been stored by or on behalf of the Client, to reclaim the delivered products by submitting the written notice, and to terminate the agreement with immediate effect. The Client will then return the products to Raja Europe immediately at his expense.

If the Client has partly paid for the products delivered by Raja Europe, Raja Europe has the right to claim back the unpaid part or a proportional part of the unpaid delivered products, or upon repayment of the amount already paid and after setoff the claims by Raja Europe suffered in relation to this non-compliance and costs incurred to recover the return of the delivered products, without prejudice to the other rights Raja Europe may have by law. The Client will then return the products referred to Raja Europe immediately and at his expense.

Article 14 - Payments

Unless otherwise agreed in writing, payments of Raja Europe's invoices must be made within 30 days of the invoice date, in the currency stated and only in the manner indicated on the invoice. Raja Europe has the right at all times to claim full or partial payment in advance and/or to obtain security for payment in some other way.

Raja Europe is entitled to invoice partial delivery separately.
If a payment is not received on time, the Client will owe interest on the invoice amount of 1% per month, calculated from the due date up to and including the date of payment, whereby a part of a month is regarded as an entire month, without having to send notice of default.

All costs related to the collection, including extrajudicial collection costs and pre-processing costs, are for the account of the Client. The extrajudicial collection costs shall have the amount at least 15% of the invoice amount to be collected, having a minimum value of €10.

The Client waives the rights to settle at reciprocal amounts. Raja Europe is at all times authorized to offset all that it owes to the Client against what the Client and/or its affiliates owes to Raja Europe, whether it's due or not, under certain conditions and timing of indebtedness to Raja Europe.

The entire invoice amount is immediately and fully due in case of non-punctual payment of an agreed term on the due date, and if the Client is in a state of bankruptcy, requests a (provisional) suspension of payment, the statutory debt restructuring scheme (WSNP) becomes applicable to him or suffers the appointment of a receiver or administrator of any of its property or income or makes any deed or arrangement with or composition for the benefit of any of its creditors, if the Client dies, goes into liquidation or is dissolved. If one of the above situations occurs, the Client is obliged to inform Raja Europe immediately.

Payments made by the Client will first be served to settle the costs owed, then the interest due, and finally to settle the due and payable invoices which has been outstanding the longest, regardless of the statement by the Client that the payment shall be for the later invoice.

Article 15 - Cancellation and Compensation

The Client must not cancel a given order. If the Client fully or partially cancels a given order, he is obliged with all costs reasonably incurred for the execution of this order, the work by Raja Europe and the loss of profit by Raja Europe, plus VAT.

Article 16 - Liability

Apart from the provisions in Article 10, the Client has no claim against Raja Europe due to defects in or relating to the products supplied by Raja Europe. Raja Europe is therefore not liable for direct and/or indirect damage, including personal and property damage, immaterial damage, consequential damage (business and/or stagnation damage) and any other damage, caused by whatever cause, except in case of gross negligence or intentional on its part.

Raja Europe is also not liable as aforementioned, for the act of its employees or other persons who comes within the sphere of risk, including intentional or (gross) fault of these persons.

Raja Europe is not liable for any infringement of patents, licenses and / or other rights of third parties by the use of, or by data provided by the Client. Raja Europe is also not liable for damage or loss of raw materials, semi-finished products, models and / or other items made available by the Client.

Damage to products to which caused by the damage to or destruction of packaging, is at the expense and risk of the Client.

If Raja Europe proceeds to exercise a right of suspension or cancellation on the basis of facts and/or circumstances known to it at that time, while later irrevocably established that such rights had been exercised wrongly, Raja Europe is not liable and not obliged to make any compensation for damage or loss of interest or gross fault on its part.

In all cases where Raja Europe is obliged to pay compensation, it shall never exceed, at the discretion of Raja Europe, either the invoice value of the delivered products and/or services that have resulted in the damage or in connection with which the damage has been caused, or if the damage is covered by the corporate liability insurance of Raja Europe, the amount actually paid by the insurance company.

Any claim against Raja Europe, except for those acknowledged by Raja Europe, will lapse after the passing of 12 months since the claim first arose.

The Client indemnifies Raja Europe, its employees and its auxiliary persons "engaged for the execution of the agreement" from every claim from third parties, including claims based on product liability, regardless of the cause and against the costs incurred by Raja Europe as a result.

Article 17 - Representation

If the Client is acting on behalf of one or more other parties, he is liable to Raja Europe as if he himself were the Client, without prejudice to the liability of the other parties.

Article 18 - Final Provisions

The invalidity or nullity of any provision of these terms and conditions to which these terms apply, does not affect the validity of the other provisions. Raja Europe and the Client are obliged to replace provisions which are null and void or are annulled with valid provisions which, as far as possible, have the same meaning as the invalid or annulled provision.

Unless Raja Europe prefers a competent judge otherwise than by this article, all disputes between Raja Europe and the Client shall be first settled exclusively by the district court in Maastricht, subject to the mandatory jurisdiction of another Dutch court.

All agreement made by Raja Europe are governed exclusively by Dutch law.

The effect of any international treaty relating to the purchase of movable tangible assets, the effect of which can be precluded between the parties, is not applicable and is hereby expressly precluded. More specifically, the applicability of the Vienna Convention on the International Sale of Goods (1980) is expressly precluded. In the event of disagreement on the interpretation of these general terms and conditions, the Dutch text shall prevail.