

Terms and conditions Renewd

Version: October 2017/EN

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Chamber of Commerce registration no. 60660422

Version: **October 2017**

ARTICLE 1: APPLICABILITY

1.1 These terms and conditions are applicable to every offer, sale and lease of goods (both material and non-material in nature), services and supplies, as well as those purchases of goods, which are hereinafter referred to as 'asset(s)', made by Dignitas Distribution B.V. (which is registered with the Chamber of Commerce under number 60660422 and hereinafter referred to as Renewd and/or its affiliated subsidiaries/companies as described in the Netherlands Civil Code, Book 2, Articles 24 a up to and including 24 b) to third parties, and to all work undertaken on behalf of the other party, as well as to all agreements in the broadest sense of the word entered into with third parties by Renewd.

1.2 The 'other party' referred to in these terms and conditions means the buyer, lessee, client, user and seller.

1.3 a. Renewd undertakes a range of business activities in the area of consumer electronics. The nature of the various activities means that these general terms and conditions consist of a general section and a specific section (the appendices).

b. Provisions have been added in the appendices for the various activities relating to a number of Articles in these terms and conditions. The deviating provisions in the relevant appendix shall prevail insofar as these additional provisions deviate from that which is included for the relevant topic in the general section.

c. A number of provisions in the appendices include specifics with regard to that which is stipulated in general

terms in the general section. These specifics should, amongst other things, be read as examples. They are not exhaustive and do not impede the additional effect of that which is stipulated by Renewd in the general section, nor do they restrict the rights of Renewd that are not described in these terms and conditions.

1.4 These terms and conditions apply within and outside of the Netherlands, irrespective of the residence or domicile of the parties to any agreement and irrespective of the place where the agreement is formed or should have been enforced.

1.5 Due to the applicability of these general terms and conditions the applicability of all general terms and conditions used by the other party and/or general terms and conditions introduced at any moment relating to purchase and/or otherwise is excluded for all agreements concluded or to be concluded between the other party and Renewd.

1.6 Renewd has the right to delegate / subrogate any of the rights derived from these applicable general terms and conditions to a third party without any notification to the 'other party' as stipulated in sub 1.2.

1.7 Any deviations from these terms and conditions in offers, orders/agreements that are applied/permited at any time by Renewd shall never give the other party the right to subsequently rely on those deviations or to claim the application of such a deviation as an established fact for him/her.

1.8 If the other party inspects or could have inspected these terms and conditions in a language other than Dutch and there is a difference of opinion about the interpretation of the text the Dutch version shall prevail above the foreign language version unless Renewd renounces this explicitly in writing.

ARTICLE 2: OFFERS

2.1 Unless stated specifically otherwise in writing, all offers, quotations and cost estimates from Renewd are entirely without obligation. They are made to the best of Renewd's knowledge and are based on any information that is provided with the request.

2.2 The statements provided by Renewd in images, websites, multimedia, catalogues, folders, drawings or in any other way concerning the size, capacity, performance, colour, material structure, finish or results must be regarded as an approximation and provided without obligation.

2.3 Renewd is not bound by the statements given in sub 2.1 and 2.2 and therefore accepts no liability whatsoever for any inaccuracies in this information.

2.4 Unless agreed explicitly otherwise in writing, all offers from the other party are final.

2.5 Renewd retains the right, without giving reasons, to reject offers and orders from the other party, to supply on a 'cash on delivery' basis only or to demand payment in advance.

ARTICLE 3: ORDERS/AGREEMENTS

3.1 An order means: every agreement with Renewd, irrespective of whether it is for the performance of work, the provision of personnel, material or space or any other form of performance, such being in the broadest sense of the word.

3.2 a. All agreements concluded with Renewd shall only become binding for Renewd after written confirmation by Renewd or because Renewd has commenced performance of the order.

b. Any supplements or changes to the aforementioned agreements shall only become binding for Renewd after and insofar as they have been accepted by Renewd and confirmed in writing.

c. The other party shall be deemed to have accepted changes or supplements to agreements with Renewd if the other party has not objected to this (these) change(s) and/or supplement(s) in writing within 8 days after the other party has become aware of or could have become aware of the change/supplement.

d. The other party is deemed to be aware of the intended change/supplement at the moment that Renewd has commenced the work to which the change/supplement relates.

e. Only the Board and any person explicitly authorised by the Board for that purpose can and may conclude agreements on behalf of Renewd.

3.3 Unless agreed explicitly otherwise in writing, Renewd has the right at all times to arrange for part or all of the order to be undertaken by third parties, whereby these terms and conditions shall also work in favour of these third parties, on condition that Renewd authorises them, if necessary subsequently, in writing to invoke these terms and conditions without this authorisation creating any obligations whatsoever to Renewd.

3.4 Renewd has the right to dispose of and/or encumber the agreements concluded with the other party without the need for Renewd to seek the permission of the other party. The other party is not permitted to exercise such acts.

3.5 Where Renewd agrees with the other party to provide a service to the other party this shall be an obligation to perform this service to the best of one's ability.

3.6 Renewd is free to choose whom it shall engage to provide the service agreed with the other party. Unless agreed otherwise explicitly in writing, it is also free to choose to replace this person or persons and/or third party as it sees fit.

3.7 In the event that Renewd supplies and/or makes equipment available to the other party as part of the agreement and this equipment is the subject of licences granted to Renewd by third parties the other party shall be subject to all of the provisions of those licences and shall indemnify Renewd against all consequences from the use of that equipment that is in conflict with the provisions of those licences.

3.8 In the event that Renewd supplies and/or makes available equipment to the other party as part of an agreement, which have been developed by and/or for Renewd, or in respect of which the other party otherwise becomes aware of, these may not be used by and/or on behalf of the other party for any purpose other than that for which the equipment was supplied and/or made available to the other party. These applications may not be copied and/or distributed by the other party in any way whatsoever unless this is with the prior written permission of Renewd.

ARTICLE 4: LIABILITY

4.1 With the exception of that which is stipulated in Article 9 of these terms and conditions, Renewd is not liable for any loss, either direct and/or indirect, that is the result of failure to comply with the goods and/or services provided by and/or on behalf of Renewd under the agreement – including additional work – unless this is the result of an intentional act or gross negligence. Consequently, Renewd is likewise not liable towards the other party in any way whatsoever in the event that its suppliers remain in default nor is Renewd liable in the event of major calamities such as fire, water damage and external contingencies such as wars and earthquakes for example.

4.2 Insofar as the other party or a third party engaged by the other party is involved in the execution of a transaction between Renewd and the other party on the basis of co-work and/or the provision of assistance, Renewd shall not in any way whatsoever and in any form whatsoever be liable for any damage caused on the part of the other party and/or the third party that it engages; nor shall Renewd be liable towards the other party's ultimate client.

4.3 If, for any other reason relating to the agreement, Renewd is held liable for compensation, the compensation owed shall always be limited to the highest invoice amount (excluding value added tax) in relation to the supplied goods and/or services up to a maximum of 11,500 euro (in words; eleven thousand and five hundred euro).

4.4 A claim under these terms and conditions shall not suspend the other party's payment obligation towards Renewd.

4.5 A condition for assessing whether a request for compensation is to be handled is that the other party directly and immediately reports the damage to Renewd by registered letter containing sufficient detailed information. Every entitlement for the other party to claim compensation from Renewd shall be cancelled on the mere expiry of six (6) months after the loss occurred or after this could reasonably have been discovered.

ARTICLE 5: DELIVERY DATE AND PLACE OF DELIVERY

5.1 The delivery date and/or delivery period stated in the quotes, confirmations and contracts for the goods and/or services to be supplied by Renewd is a rough estimate of the target moment for delivery/realisation and/or completion. Renewd shall endeavour to comply with this as much as possible, however, it is non-binding for Renewd.

5.2 a. If Renewd exceeds the delivery date and/or delivery period for whatever reason and whether or not excessively, shall never give the other party the right to claim compensation, termination of the agreement or breach of any obligation on Renewd that may arise under the relevant agreement or under any other agreement that may or may not be associated with this agreement.

b. Renewd shall enter into discussion with the other party in the event that the delivery date and/or delivery period is exceeded excessively – this being at the discretion of Renewd.

5.3 a. Delivery by and/or on behalf of Renewd shall be made ex-works Renewd or at another place determined by Renewd. This shall also apply to non-material products such as, for example, but not limited to digital communication.

On handover by Renewd of the goods to be delivered to and/or on behalf of the other party, Renewd is entitled to demand that valid proof of identity of the recipient, being the other party or third party engaged by the other party, is provided. Renewd is also entitled to make and archive a copy of that ID for the benefit of its administration.

b. On the other hand, all deliveries by the other party shall be made carriage paid to Renewd's premises and/or to another location determined by Renewd.

5.4 a. If the goods or services offered by Renewd to the other party on delivery are not accepted by the other party then the other party shall automatically be in breach and the goods and/or services offered shall be kept available for the other party for a period of 8 days at the expense and risk of the other party. After the aforementioned period, Renewd has the right to recover from the other party as compensation for the damage suffered and to be suffered the total amount that the other party would have owed in the event of timely compliance in relation to the contested transaction, plus all costs incurred as a result of the non-compliance by the other party plus back interest, without this requiring any further notice of default and/or supply obligation in relation to the contested goods.

b. Irrespective of whether Renewd invokes the aforementioned right to compensation for loss suffered and/or to be suffered, it shall have the right, by the mere lapse of the aforementioned availability period of 8 days, to freely possess the contested goods and to dispose or not dispose of those goods.

5.5 The other party must ensure that the room to be used by the other party or on its behalf for the service agreed with Renewd is equipped adequately in order to facilitate a successful delivery and/or installation by Renewd. If this is not the situation, in full or in part, Renewd shall be entitled to apply that which is stipulated in

Article 10 of the general section or to charge the other party for the costs of the suffered delay and/or the modifications to be made.

ARTICLE 6: TRANSPORT AND TRANSPORT RISK

6.1 Renewd shall determine the method of transport and the means of transport.

6.2 a. Unless agreed explicitly otherwise in writing, the transport of the goods ordered from, repaired by and/or maintained by Renewd shall be undertaken at the cost and expense of the other party.

b. Unless agreed explicitly otherwise in writing, the transport of goods from the other party to Renewd, shall also be undertaken at the cost and expense of the other party.

c. In the event that Renewd has arranged and pre-paid and/or paid the costs for the transport, the other party shall be liable for any damage suffered during transport.

6.3 The other party must ensure proper accessibility to the object where the goods/services to be provided by Renewd or on its behalf are to be delivered and/or collected. If, in the opinion of Renewd, the object is not properly accessible Renewd cannot be obliged in any way whatsoever by and/or on behalf of the other party to still deliver the goods.

Despite this, if Renewd does assist with the delivery of the goods, Renewd shall be entitled to charge the other party for the additional costs it has had to incur for this.

6.4 a. The goods to be delivered to the other party shall only be delivered to ground floor. Goods to be collected by Renewd from the other party must be properly accessible at the moment of collection on the ground floor.

b. If the goods have to be delivered to or collected from a location other than on the ground floor, Renewd cannot be obliged to make that delivery or collection by or on behalf of the other party. If Renewd assists with the delivery or collection at a location other than on the ground floor it shall be entitled to charge the other party for the additional costs incurred for that and the risks shall also be entirely at the expense of the other party.

c. If at the time of the delivery or collection the other party is not present and/or appears unable to take receipt of the goods or to make the goods available or is otherwise in default then Renewd shall have the right to convert the delivery into a collection obligation, or delivery obligation on the other party at an address specified by the carrier or Renewd. This shall be after the other party has been notified of this by means of written notice left for the other party. The extra costs associated with this shall be entirely at the expense of the other party.

6.5 a. On arrival/receipt of the goods the other party must satisfy itself of the condition of the goods. If it appears that the goods or material has been damaged the other party must then take all measures to recover compensation from the carrier.

b. By signing for the goods without lodging a protest against the proof of receipt, issued by or on behalf of Renewd/the carrier, the other party declares that it has received the goods in good condition.

c. If the other party takes receipt of the goods but fails to sign the proof of receipt issued by or on behalf of Renewd/the carrier, the other party declares that the goods have been received in good condition.

6.6 Unless agreed explicitly otherwise in writing, if Renewd allows the other party to return to Renewd and/or its supplier – in full or in part – the goods supplied by and/or on behalf of Renewd then this shall only be permitted on the basis of the “RMA and conditions”. Renewd has the right to only make the content of the “RMA and conditions” procedure known before the return, without this interfering with the applicability of this provision. In that case this provision shall not be eligible for set-aside.

6.7 a. If the other party returns the goods in conflict with the “RMA and conditions” Renewd shall have the right to refuse their acceptance or can accept their receipt without the other party being able to derive any rights from that.

b. In the event of sub 6.7a, Renewd has the right to retain possession of the goods as additional security, the right to subsequently return the goods to the other party again at the other parties expense and risk, the right to offer the goods for collection by the other party, whether or not after payment by the other party of the outstanding amounts it owes, and Renewd has the right – after the expiry of 4 weeks – to sell, dispose of or destroy/have destroyed the returned goods if the other party remains in default in any aspect against Renewd.

ARTICLE 7: PRICES AND COSTS

7.1 a. Unless agreed explicitly otherwise in writing, for each order Renewd shall set a separate price or a rate in euro.

b. This price or rate is exclusively intended as the amount to be paid for the goods or services to be provided by Renewd, including the normal costs associated with that.

c. The prices stated in the quote are based on cost price factors, exchange rates, wages, taxes, rights, charges, freight, etc., prevailing at that time. In the event of an increase in these factors Renewd has the right to correspondingly change the quoted (sale) price. Renewd also has the right to change the price for current agreements at any moment, as it deems fit, by an inflation correction according to the Dutch or European consumer price index (CPI).

7.2 The price or the rate therefore excludes the levies from the government and/or other bodies, including penalties, insurance premiums, etc.

7.3 Renewd has the right to demand payment in advance or security (in the form of a bank guarantee).

7.4 Renewd retains the right to charge for collection costs and/or shipping costs.

ARTICLE 8: PAYMENT TERMS

8.1 Unless agreed explicitly otherwise in writing, the payment of the invoices sent by Renewd is to be made within 14 days after the date of the invoice, without deduction of discounts and without any kind of offset.

8.2 Renewd is authorised to offset its outstanding claims against the other party, including for additional work, against the amounts it owes to the other party, or to another entity belonging to the group or organisation of the other party. The other party waives any right to offset with regard to mutually owed amounts.

8.3 Invoices from the other party and/or on behalf of the other party that Renewd receives later than six months after delivery of the products from the other party shall not be accepted. The other party's right to payment shall lapse on expiry of the period stated in this paragraph.

8.4 Renewd is authorised to raise part invoices for orders that will be delivered in parts and to demand payment for such invoices in accordance with that which is stated in relation to invoice payment in Article 8.

8.5 If the other party has authorised a standing order for the total amount of the order to be collected automatically from its account this shall concern a one-off and irrevocable collection instruction. However, in the event of a failed collection, Renewd has the right to issue a new collection order at the expense of the other party.

8.6 Renewd has the right to demand further security if the other party's creditworthiness gives cause for this. As long as that security is not provided by the other party, Renewd shall have the right to suspend the work and/or the delivery, such being without prejudice to its right to demand compliance and/or compensation.

8.7 Discounts provided by Renewd can only be granted after mutual dialogue between Renewd and the other party. Unless agreed otherwise in writing, these discounts shall be one-off discounts. Previous discounts cannot be claimed by and/or on behalf of the other party for subsequent transactions.

ARTICLE 9: CLAIMS

9.1 a. Any claims regarding both the delivery of goods by Renewd and the services provided by Renewd and in respect of its invoice amounts must be submitted to Renewd in writing and by registered letter within 5 days after receipt of the relevant goods, services and/or relevant invoices, with precise details of the facts to which the claims relate.

b. Where it is agreed that the transport risk rests with Renewd, the transport claims for the delivered goods must be submitted by and/or on behalf of the other party within 2 working days, with precise details of the facts to which the claims relate. Insofar as the damage is deemed to be immediately visible on receipt, the damage must also be recorded on the carriage note / delivery note signed by or on behalf of the other party.

9.2 Unless agreed explicitly otherwise in writing, insofar as the submitted claim relates to the return of goods it shall be subject to Renewd's "RMA and conditions". The other party can find the "RMA and conditions" in the "RMA and conditions" Appendix in these terms and conditions. These conditions can also be requested from Renewd.

9.3 The right of the other party to make a claim shall be cancelled with regard to goods that have been processed by or on behalf of the other party.

9.4 The other party cannot derive any rights from Renewd's agreement to investigate a claim and/or acceptance of the RMA Request. A claim does not release the other party for its payment obligations towards Renewd.

9.5 The other party is not only obliged to immediately stop the use, processing and/or installation of the relevant goods and/or services and to also do and arrange everything that is reasonably possible to prevent (further) damage. The other party is also responsible to immediately – on first request – provide full assistance to Renewd within a reasonable period of 10 working days in order for the claim to be handled.

9.6 Claims from the other party with regard to the clauses in these terms and conditions as referred to, amongst other things, in Article 6:233 sub a of the Netherlands Civil Code (invalidity with regard to one or more clauses on the basis of being unreasonably onerous) must also be submitted to Renewd in writing by recorded delivery with precise details of the fact to which the claim relates within 5 days after inspection of these terms and conditions or the moment at which they could have been reasonably become aware of. The other party's right to claim shall be cancelled at the moment the agreement is formed. The other party waives its right to the subsequent invoking of 'unreasonably onerous' of one or more clauses in these terms and conditions, insofar as the clause that is potentially unreasonably onerous is not prescribed as mandatory by the legislator.

9.7 If claims submitted by the other party fail to comply with that which is stipulated above they can no longer be accepted and the other party is deemed to have accepted the goods delivered and/or service provided. In that case, Renewd cannot be held liable by the other party and/or on behalf of the other party in any way whatsoever and in any form whatsoever for the alleged claim and the consequences of that.

9.8 If Renewd is of the opinion that a justified claim has been submitted it shall have the right to either determine in mutual consultation to pay a financial sum to the other party as compensation in relation to the value of the goods forming the justified complaint or to make a new delivery under the existing agreement or to properly repair the delivered goods or to terminate the agreement, such being under the obligation on the part of the other party to return to Renewd (carriage paid) the incorrect or defective goods; this being at Renewd's discretion.

9.9 Renewd is only obliged to investigate submitted claims when the other party has met in full all of its existing obligations towards Renewd at the time the claims are submitted, irrespective of the agreement under which they exist or their nature.

9.10 Renewd has the right to refuse to accept return shipments that are not franked or are insufficiently franked or inadequately packed. All return shipments from the other party are to be undertaken exclusively under the applicability of the “RMA conditions” (see Articles 6.6 and 6.7) and are at the expense and risk of the other party.

9.11 Renewd has the right to charge the other party the extra costs incurred by Renewd with regard to the handling of claims submitted by or on behalf of the other party that are unjustified.

ARTICLE 10: CANCELLATION/TERMINATION AND SUSPENSION

10.1 If the other party fails or continues to fail to comply with its obligations with regard to one, multiple and/or all supplies made by Renewd, work undertaken and/or for any other reason, Renewd has the right to suspend all or some of its obligations towards the other party and/or to cancel/terminate the underlying agreement in full or in part without Renewd being held liable in any way whatsoever by the other party and without prejudice to Renewd’s rights.

10.2 Renewd also has the right stated in 10.1 in the event the following situations arise with regard to the other party; committing of punishable acts that affect the business relationship with Renewd as well as the good name and reputation of Renewd, bankruptcy, suspension of payments, accession to the Debt Management (Natural Persons) Act, other forms of debt management, liquidation of legal form / business activities, seizure or – in Renewd’s opinion – the threat of one or more of these situations, including tax arrears. All claims by Renewd against the other party shall in that case become immediately due and payable without the need for any breach notice and/or default notice being required.

10.3 If the other party wishes to terminate/cancel the agreement(s) it has concluded with Renewd then Renewd shall have the right to demand compliance with the concluded agreement(s) or – at Renewd’s discretion – the other party must pay cancellation/termination costs of at least 30% of the financial value of the agreement.
Renewd also has this right for the situations stated in 10.1.

10.4 In the event of cancellation or termination of lease and/or contract agreements the other party shall owe at least the remaining instalments under the relevant agreement, subject to a minimum of 50% of the original financial value of the agreement.

10.5 In all of the cases referred to in Article 10, Renewd also has the right to recover from the other party all losses suffered or to be suffered by Renewd and/or on its behalf in any way and/or in any form whatsoever.

10.6 In all of the cases referred to in Article 10 Renewd cannot be held liable in any way whatsoever by and/or on behalf of the other party for any direct or indirect consequences experienced as a result of any of Renewd’s actions pursuant to this Article.

10.7 Renewd has the right to continue the performance of the agreement concluded with the other party or to suspend the performance in part or in full until after the moment it provides its approval, insofar as Renewd considers this necessary for the performance and/or continuation of the agreement.

ARTICLE 11: LATE PAYMENT OR NON-PAYMENT CHARGE

11.1 If the invoices sent by Renewd are not paid within the agreed term from the date of the invoice the other party shall be deemed to be in default by operation of law.

11.2 In the event of late payment or non-payment, Renewd has the right, without the need for further notice of default, to charge the other party interest from the due date of the invoice on the entire amount owed by the other party, such interest being at the statutory overdue interest rate subject to a minimum of 1% per month or part thereof. This is without prejudice to Renewd's further rights, including the right to charge the other party for all costs associated with the collection, both judicial and extrajudicial collection costs, the latter of which is fixed in advance at 15 % of the amount to be collected, subject to a minimum of 250.00 euro (in words; two hundred and fifty euro).

11.3 Where the legislator has determined under law that the extrajudicial collection costs to be paid by the other party, the other party shall owe the extrajudicial collection costs determined in that order.

ARTICLE 12: RETENTION OF TITLE

12.1 As long as the other party fails to make payment in full to Renewd for all of the goods, parts and installations supplied by Renewd and/or work undertaken by Renewd, all of the goods supplied shall remain the undisputed property of Renewd.

12.2 The other party is responsible for ensuring the careful handling of the goods supplied and for insuring them against normal risks and unless it has written permission from Renewd and for as long as the other party has failed to meet all of its obligations towards Renewd, it shall not have the right to sell and/or re-sell, encumber, lease out, make available for use and/or pledge (without notice to the debtor) the goods.

12.3 If and for as long as Renewd remains the owner of the goods supplied, the other party shall notify Renewd immediately if the goods supplied are seized and/or threaten to be seized, or if any other claim is made against (any part of) the goods supplied. Furthermore, the other party shall (in that case) notify Renewd of the location where the goods it owns are located. In the event of seizure or (provisional) suspension of payments, the other party shall immediately inform the bailiff making the attachment or the administrator of Renewd's (title) rights. The other party guarantees that an attachment on the goods will be lifted immediately.

12.4 If the other party fails to meet any obligations arising under the agreement with regard to the sold goods and/or work undertaken, Renewd shall have the right – without the need for further notice of default – to take possession of the goods or materials, in which case the agreement shall be terminated without legal intervention and without prejudice to Renewd's right to claim judicial or extrajudicial compensation for any loss suffered or yet to be suffered by Renewd, including: losses incurred, loss of profit, interest, transport costs, etc..

12.5 When data carrier goods are recovered under retention of title, Renewd can in no way be held liable by and/or on behalf of the other party for the loss of data, software and such like that is present on those goods. Renewd has the right – also without being held liable in any way whatsoever towards or on behalf of the other party – to remove and/or destroy at any moment, in full or in part, the information present on those goods.

12.6 Renewd retains the right to take actual possession of goods, tools, materials, cars, money, securities, (financial) records, data received or generated, documents, software, databases, etc., belonging in any way to the other party and which Renewd holds, until such time as the other party has fully complied with its financial and other obligations towards Renewd.

12.7 For transactions with the other party which is based in a country where an extended retention of title is applicable, Renewd has the right to declare at any moment the extended retention of title in that country applicable, without the need to notify the other party of this in advance.

ARTICLE 13: FORCE MAJEURE

13.1 Force majeure releases Renewd from its obligations towards the other party. The following are regarded as force majeure factors: such events and situations that have a demonstrable and direct effect on Renewd's business practices such as, though not limited to: major faults in its production process, war (including outside of the Netherlands), riot, epidemic, fire, traffic disruption, strike, lock-out, loss of or damage to transport, staff accident or illness, import restrictions or other government restrictions, etc.. Renewd shall be released from its obligations irrespective of whether the force majeure has occurred at its own premises or elsewhere, for example at the premises of suppliers, transport companies, wholesalers, etc..

13.2 In the event of disruption to the performance of the agreement as a result of force majeure Renewd has the right, without legal intervention, to either suspend the performance of the agreement for a maximum of six months and/or to terminate the agreement in part or in full, such at the discretion of Renewd, without Renewd being held liable in any way whatsoever by or on behalf of the other party. The other party shall receive written notification of the decision taken by Renewd in this respect.

ARTICLE 14: INTELLECTUAL/INDUSTRIAL PROPERTY RIGHTS, IMAGE RIGHTS AND DESIGN PROTECTION

14.1 The intellectual/industrial property rights, image rights and design protection of all products produced and services provided, etc. by Renewd, including those for the benefit of the other party, are the property of Renewd. The use or alternative use of these Renewd rights, designs and/or ideas, in full and/or in part, is strictly prohibited unless permission has been explicitly granted by Renewd in writing and all of the conditions set for this by Renewd have been met in full.

14.2 The transfer of an intellectual property right by Renewd to the other party can only occur explicitly and in writing.

14.3 If the parties agree in writing that an intellectual property right for software, websites, databases, equipment or other materials which has/have been developed specifically for the other party is to be transferred to the other party this shall have no impact on the right or the possibility of Renewd to use and/or exploit without restriction, the parts, general principles, ideas, designs, algorithms, documentation, works, programming language, etc. on which that development is based, for other purposes, either for itself or for third parties. Nor shall this affect the right of Renewd to undertake developments for itself or for third parties that are similar or which are derived from those developments made or to be made for the benefit of the other party.

14.4 All intellectual property rights relating to software, websites, databases, equipment or other materials such as analyses, designs, documentation, reports, quotes as well as the preparatory material in respect of these, and which have been developed on the basis of the agreement or which have been made available to the other party, shall be vested in Renewd, its licence provider or its supplier. The other party shall obtain a user right which shall be explicitly granted via these general terms and conditions, the written agreement concluded between the parties and under law. A user right granted to the other party shall be non-exclusive, non-transferrable, non-pledgeable and may not be sub-licensed.

14.5 The other party shall not remove or have removed or change or have changed any details in the software, website, databases, equipment or materials relating to their confidential nature or relating to the copyrights, marks, trade names or any intellectual property right.

14.6 The other party guarantees that no third-party rights preclude availability to the supplier of the equipment, software, material destined for websites, databases and/or designs for the purposes of use,

maintenance, processing, installation or integration. The other party indemnifies Renewd against all claims by a third party based on the assertion that such availability, use, maintenance, processing, installation or integration infringes any right of that third party.

14.7 Renewd shall never be responsible for data conversion unless this is agreed explicitly with the other party in writing.

14.8 If the other party fails to adhere to that which is stipulated above under 14.1 up to and including 14.7, Renewd shall claim – without the need for further notice of default and/or legal intervention – a penalty of at least 11,500 euro (in words; eleven thousand five hundred euro) per day or part thereof during which the breach continues. The aforementioned shall be without prejudice to all other rights such as the right to recover losses from the other party and/or related third parties.

ARTICLE 15: PRIVACY, CONFIDENTIALITY, SECURITY, NON-ACQUISITION

15.1 The other party grants Renewd the authority to gather, use, store and transfer any personal data provided for the purpose of allowing Renewd to meet its obligations under law or under an agreement and the other party indemnifies Renewd against claims by persons with regard to whom personal data is recorded or being processed in a person registration system for which the other party is responsible for under law or otherwise.

15.2 Responsibility for data processed using a service provided by Renewd rests exclusively with the other party. Within the framework of its normal business activities Renewd can transfer this data to other associated entities or to other relevant business partners who will, in that case, be able to inspect that data. The other party warrants that the content, the use and/or the processing of the relevant data is not illegal and does not infringe any third-party right. The other party indemnifies Renewd against any legal action by third parties relating to this data or the performance of the agreement.

15.3 Renewd has the right to allocate access and identification codes to the other party and to change the allocated access and identification codes. The other party shall handle the access and identification codes confidentially and with due care. Renewd shall never be liable for losses or costs resulting from the use or misuse of the access and identification codes unless the misuse has been possible due to a direct consequence of an intentional act or gross negligence on the part of Renewd management personnel.

15.4 If, on the basis of the agreement, Renewd is responsible for providing a form of data security then Renewd never guarantees that the data security is effective under all circumstances. Renewd can never be held liable in any way whatsoever by and/or on behalf of the other party if the data security turns out to be inadequate.

15.5 The other party is responsible for ensuring that all data received from Renewd in respect of which the other party knows or should reasonably know that it is of a confidential nature, remains confidential. If the other party receives confidential data it shall only use this data for the purpose for which it has been provided and shall protect that data in an adequate manner. In any event, data shall be regarded as being confidential if it is designated as such by either of the parties.

15.6 In the event of breaching that which is stipulated in 15.5 the other party shall pay compensation for the resulting damage. Furthermore, for each breach the other party shall owe an immediately due and payable penalty of 25,000 euro (in words; twenty-five thousand euro). For each day that the breach continues, the other party shall pay to Renewd a sum of 5,000 euro (in words; five thousand euro).

15.7 During the term of the agreement and/or the business relationship between Renewd and the other party, and for a period of one year immediately thereafter, without the explicit written permission of Renewd the other party is prohibited from attempting to entice, even via third parties, the person/persons who have performed work for the benefit of the other party on behalf of Renewd and/or who have performed similar

work to a greater or lesser degree, to join the other party and/or affiliated company/organisation/entity as: an employee, an independent or if the person/persons is/are made available on secondment by a third party. A breach of this prohibition is subject to a penalty amounting to the annual salary for one year, with a minimum of 25,000 euro (in words; twenty-five thousand euro) plus 5,000 euro (in words; five thousand euro) for each day that the breach continues. This penalty shall be due and payable immediately to Renewd upon discovery of the breach, without the need for legal intervention and any other form of notification of default and/or breach. This shall also be without prejudice to the other rights and claims that Renewd can invoke against the other party in order, for example (not exhaustive), to recover money and losses yet to be suffered, such being without prejudice to the rights that Renewd can invoke against the relevant person(s).

ARTICLE 16: GUARANTEES

16.1 Unless agreed otherwise in writing, Renewd provides a guarantee for the goods it supplies that is the same guarantee it receives from the manufacturer or supplier. In those cases, the other party is provided with a guarantee according to the provisions of the guarantee clause from the manufacturer that is supplied with the product. Before making a claim under such a “Factory Guarantee” the other party must contact the manufacturer in the first instance.

16.2 Insofar as the manufacturer has agreed with Renewd that the guarantee will (in part) be implemented via Renewd or insofar as Renewd has agreed explicitly with the other party that Renewd shall handle any “Factory Guarantee” claim with the manufacturer on behalf of the other party and the other party contacts Renewd in accordance with the “RMA and conditions” then Renewd shall only act as an intermediary between the other party and the manufacturer. In these cases, the “RMA and conditions” described in Appendix 1 are applicable. Renewd is not responsible and/or liable in any way whatsoever for the duration and/or the quality of the Factory Guarantee.

16.3 If Renewd is to provide a guarantee directly to the other party then that shall only be the case when this is agreed explicitly in writing by Renewd with the other party. In that case, the guarantee conditions described in Appendix 2 shall be applicable, unless agreed explicitly otherwise in writing, for example by means of the guarantee provisions of the guarantee certificate for the goods supplied by Renewd and in that event the conditions stated in Appendix 2 shall serve as a supplement to those. In the event of conflict the provisions of the guarantee certificate shall prevail.

16.4 In the case of a Factory Guarantee and a claim is made against this by the other party it can only be determined whether the claim in relation to the product supplied is covered by the scope of the Factory Guarantee after the nature of the complaint has been established definitively by or on behalf of the guarantee provider.

16.5 If the claim is not covered by the scope of the Factory Guarantee and Renewd has – on the request of and/or on behalf of the other party or on the request of and/or on behalf of the manufacturer – supplied replacement products to the other party before the definitive establishment, then Renewd shall have the right to charge the other party for the costs of the replacement product for the duration it is in the possession of the other party, including the costs of return transport, which shall equate to Renewd’s normal rental that is applicable for that product.

ARTICLE 17: GOODS ON APPROVAL AND/OR DISPLAY GOODS

17.1 Only if Renewd has confirmed this in advance in writing to the other party can the goods offered and supplied by or on behalf of Renewd be regarded as goods on approval and/or display goods for shows, exhibitions, fairs and/or for other purposes specified by Renewd.

Unless agreed explicitly otherwise in writing, these goods shall be supplied to the other party by Renewd on a loan basis.

17.2 The other party undertakes to return to Renewd on first request the goods it receives under the applicability of this Article, with due regard for the agreement concluded by Renewd with the other party in this respect and/or the notification relating to this issued by Renewd. It also applies here that the goods shall in that case be returned to Renewd under the “RMA and conditions” and the return shipment shall be undertaken at the expense and risk of the other party.

17.3 If the other party fails to return the goods referred to above under Article 17 within the reasonable period of 10 working days or within another period agreed explicitly in writing with Renewd then Renewd shall have the right to regard the relevant goods as having been sold to the other party and invoice the other party for them at new value.

ARTICLE 18: GOVERNING LAW AND COMPETENT COURT

18.1 All quotes, orders and agreements concluded with Renewd are governed by Dutch law.

18.2 All disputes shall be subject to the judgement of the absolute competent court in the court district of Utrecht or the judgement of another competent legal body, such being at the discretion of Renewd.

18.3 Renewd can and may freely invoke the law of the country in which the other party is established at any time. In that case, and in deviation from that which is stated under 18.2, the dispute shall be subject to the absolute competent court in the territorial jurisdiction of the other party.

18.4 In addition, Renewd has the right to invoke the Vienna Sales Convention at any time it so requires. In that case the court in the territorial jurisdiction of Renewd shall correspondingly be declared competent to rule on the dispute. Renewd is not required to notify the other party of this in advance.

18.5 If any article or sub-article of these “General Terms and Conditions” is in conflict with the law and/or mandatory law and consequently has no effect or is not applied by Renewd then this shall have no impact on the validity of the other articles.

APPENDICES – GENERAL:

a. Renewd refers to that which it states under Article 1.3 with regard to applicability.

b. The activities included in the appendices concern:

1. Return Material Authorisation and conditions
2. General guarantee terms

APPENDIX 1: RETURN MATERIAL AUTHORISATION AND CONDITIONS.

(elsewhere referred to as “RMA and conditions”)

Preliminary general provisions:

1.1 a. Return Material Authorisation (hereinafter referred to as: RMA) means the written permission from Renewd to the other party for goods to be returned by and/or on behalf of the other party.

b. For all goods to be returned to Renewd by the other party, the other party must submit an authorisation request (hereinafter referred to as the: RMA Request) to Renewd. Acceptance of an RMA Request for processing does not mean the other party can derive any rights other than the fact that the other party has submitted an RMA Request.

1.2 Renewd is free to decide whether and if it so wishes for what goods, etc., it will grant an RMA to the other party under any other conditions than those stated here in this appendix. The other party cannot derive any other rights from the issue of an RMA other than the fact that Renewd has only agreed under the applicability of the “RMA and conditions” to the return of the goods stated on the RMA Request.

1.3 The “RMA and conditions” means the conditions that the authorised goods must comply with before and during their shipment to Renewd.

1.4 Unless agreed explicitly otherwise in writing, the “RMA and conditions” apply to all goods to be returned to Renewd. The goods eligible for RMA are subdivided into the following groups: A. Factory Guarantee and DOA, B. Renewd Guarantee, C. Out of Guarantee, D. Transport Damage, E. Trial and/or Display Goods. The term DOA “Death On Arrival” (not working on arrival) is only applicable for Factory Guarantee within the context of the “RMA and conditions”.

RMA Request:

1.5 a. The RMA must be preceded by a request from the other party sent exclusively by electronic means, consisting of a fully and correctly completed online RMA Request Form which is available from Renewd’s website. Insofar as the other party’s request relates to goods previously invoiced to the other party by Renewd then the RMA is limited to the goods listed on the relevant invoice sent by Renewd. It is not possible for goods from several different invoices to be included on the same RMA unless agreed explicitly otherwise in writing. In all cases, the other party must therefore enter the correct invoice number on the RMA Request Form.

b. Request Forms that are incomplete and/or unclear shall not be accepted by Renewd and Renewd shall in no way and in no form whatsoever be held liable for this by and/or on behalf of the other party.

c. When considering the RMA request from the other party, Renewd has the right to demand a copy of the relevant invoice. The inability to hand over the invoice can result in a rejection of the RMA Request or a delay in the handling of the RMA Request.

Guarantee claim:

1.6 a. When the other party wishes to return goods and the other party wishes to make a claim under the guarantee, Renewd advises the other party to investigate before making its RMA Request, whether the guarantee claim is covered by the terms of the guarantee. When a guarantee is issued by Renewd this will be stated in either the guarantee clauses or in Renewd’s general terms and conditions.

b. Unless agreed explicitly otherwise in writing, the commencement date of the guarantee for goods covered by a guarantee issued by Renewd is the delivery date stated on Renewd’s invoice. The guarantee shall lapse automatically at the end of the agreed guarantee period. In cases where no delivery date is stated on the invoice the date of the invoice shall apply as the commencement date of the guarantee period unless an earlier delivery date can be demonstrated from the proof of delivery, in which case the delivery date stated on the proof of delivery shall apply as the commencement date of the guarantee.

A. Factory Guarantee and DOA:

1.7 If the other party wishes to return goods in relation to a Factory Guarantee claim then the other party must only contact the manufacturer directly for the processing and settlement of the claim unless, pursuant to Article 1.9, the other party is referred to Renewd by the manufacturer or unless otherwise agreed by the other party and Renewd.

1.8 For goods purchased by and received by the other party in which there is a "Death On Arrival" (hereinafter: DOA) in respect of goods covered by a Factory Guarantee then the terms and conditions of the manufacturer shall apply insofar as they provide an applicable arrangement for this. The other party is obliged to report the DOA directly to the manufacturer and to follow the manufacturer's instruction.

B. Renewd Guarantee:

1.12 If the other party wishes to return goods in relation to an "Renewd Guarantee" claim and/or it is deemed necessary by Renewd for the handling of the claim, then this shall only take place via an RMA Request and under the applicability of the "RMA and conditions".

1.13 After obtaining an RMA for goods covered by an "Renewd Guarantee" the other party must ensure that the goods are prepared for shipment in the manner described in Article 1.36.a of this Appendix and in the case of a "Carry-in Guarantee" in the manner described in Article 1.36.b.

Goods Supplied As Per Agreement:

1.14 If the other party wishes to return goods in relation to goods supplied "As Per Agreement" due to an incorrect order and suchlike then this can only take place after the explicit approval of Renewd and only by means of an RMA Request and under the applicability of the "RMA and conditions". Renewd is in no way obliged to approve the return of goods supplied "As Per Agreement". Products that do not or no longer form part of Renewd's product range, which are no longer available or obsolete and/or have been modified and no longer meet the wishes of the other party shall never be eligible for return and/or credit by Renewd. The same applies to, amongst other things, warranty packs, components, memories and suchlike.

1.15 If the other party submits an RMA Request for Goods Supplied As Per Agreement and Renewd has granted an RMA in response to that then those goods, including all accessories, are to be returned to Renewd in an as-new condition, undamaged, without broken seals and in the original undamaged and unopened packaging and in accordance with the RMA and Renewd's instructions. In the event that damage has been caused by and/or on behalf of the other party that could have been prevented then Renewd shall charge a minimum of 10% of the sale price as compensation for the damage that has been caused.

1.16 a. The other party must submit an RMA Request for the return of goods to Renewd within a period of 5 days after the delivery date stated on the invoice.

b. In cases where no delivery date is stated on the invoice, the date of the invoice shall apply as the commencement date unless an earlier delivery date can be demonstrated from the proof of delivery, in which case the delivery date stated on the proof of delivery shall apply as the commencement date of the guarantee.

1.17 In the event that Renewd grants an RMA following an RMA Request from the other party for Good Supplied As per Agreement and the goods are received by Renewd in accordance with the "RMA and conditions" and are accepted after processing then the costs of restocking and administration costs for that shall be charged to the other party. For unopened packaging of products the costs amount to 20% and for opened packaging 25% of the sale value, subject to a minimum of 60.00 euro (in words; sixty euro) per return (or product).

1.18 After obtaining an RMA for goods covered by "As Per Agreement" the other party must ensure that the goods are prepared for shipment in the manner described in Article 1.36.a of this Appendix.

Goods Supplied Not As Per Agreement:

1.19 If the other party wishes to return goods to Renewd in relation to goods supplied “Not As Per Agreement” then this can only take place after the explicit approval of Renewd and only by means of an RMA Request and under the applicability of the “RMA and conditions”.

1.20 If the other party submits an RMA Request for Goods Supplied Not As Per Agreement and Renewd has granted an RMA in response to that and it is clearly identifiable from the outside of the packaging that this concerns Goods Supplied Not As Per Agreement, then those goods, including all accessories, are to be returned to Renewd in an as-new condition, undamaged, without broken seals and in the original undamaged and unopened packaging and in accordance with the RMA and Renewd’s instructions. In the event that damage has been caused by and/or on behalf of the other party that could have been prevented then Renewd shall charge a minimum of 10% of the sale price as compensation for the damage that has been caused.

1.21 a. The other party must submit an RMA Request for the return of goods to Renewd within a period of 5 days after the delivery date stated on the invoice.

b. In cases where no delivery date is stated on the invoice the date of the invoice shall apply as the commencement date unless an earlier delivery date can be demonstrated from the proof of delivery, in which case the delivery date stated on the proof of delivery shall apply as the commencement date.

1.22 After obtaining an RMA for goods covered by “Not As Per Agreement” the other party must ensure that the goods are prepared for shipment in the manner described in Article 1.36.a of this Appendix.

D. Transport Damage:

1.23 If the other party wishes to return goods to Renewd in relation to “Goods Supplied Suffering Transport Damage” then this can only take place after the explicit approval of Renewd and only by means of an RMA Request and under the applicability of the “RMA and conditions”.

1.24 Transport-damaged goods shall only be eligible for an RMA on the basis of Transport Damage if the goods have been dispatched to the other party at the expense and risk of Renewd and there is evidence of transport damage. Insofar as the damage is deemed to be immediately visible on receipt then the damage must also be recorded on a carriage note/proof of delivery that is signed by or on behalf of the other party.

1.25 a. The other party must submit an RMA Request for the return of transport-damaged goods to Renewd within a period of 2 working days after the delivery date stated on the invoice.

b. In cases where no delivery date is stated on the invoice the date of the invoice shall apply as the commencement date unless an earlier delivery date can be demonstrated from the proof of delivery, in which case the delivery date stated on the proof of delivery shall apply as the commencement date.

1.26 If the other party submits an RMA Request for Goods Supplied Suffering Transport Damage and Renewd has granted an RMA in response to that and it is clear from the outside of the packaging that there is evidence of transport damage, then those goods – without causing further damage – including all accessories, are to be returned to Renewd without broken seals and in the original undamaged and unopened packaging and in accordance with the RMA and Renewd’s instructions. In the event of further damage that could have been prevented then Renewd shall charge a minimum of 10% of the sale price as compensation for the damage that has been caused.

1.27 After obtaining an RMA for goods covered by “Transport Damage” the other party must ensure that the goods are prepared for shipment in the manner described in Article 1.36.a of this Appendix.

E. Trial and/or Display Goods:

1.28 If the other party wishes to return goods to Renewd in relation to “Trial and/or Display Goods” then this can only take place after the explicit approval of Renewd and only by means of an RMA Request and under the applicability of the “RMA and conditions”.

1.21 If it is agreed between Renewd and the other party that the other party is obliged to return the trial and/or display goods it receives from Renewd then the other party must submit an RMA Request within the period agreed with Renewd or within the notice period from Renewd. If no explicit period is agreed or in the case of the aforementioned notice, the RMA Request must then be submitted to Renewd within 5 days after the return shipment is agreed or the notice has been issued by Renewd.

1.30 After obtaining an RMA for goods covered by “Trial and/or Display Goods” the other party must ensure that the goods are prepared for shipment in the manner described in Article 1.36.a of this Appendix.

Other general provisions:

1.31 T

The other party arranges the transport the goods shall be transported at the expense and risk of the other party.

1.32 Where Renewd arranges the transport the goods shall be transported at the expense and risk of the other party, with the exception of goods to which the Pick-up and return guarantee is applicable and the Goods Supplied Not As Per Agreement. For the Pick-up and return guarantee Renewd is specifically (and only) responsible for the transport costs and for the goods supplied by Renewd Not As Per Agreement the costs as well as the transport risk are borne by Renewd.

1.33 Unless explicitly agreed otherwise in writing, the goods accepted by Renewd under guarantee are in all cases held by Renewd and/or the third party it engages at the expense and risk of the other party.

1.34 Renewd is in no way and in any form whatsoever liable to and/or on behalf of the other party for:

a. the deficiencies in packaging of the goods to be returned and the consequences that can arise as a result of that both during and after transport. Renewd is also not therefore responsible for inspecting the reliability of the packaging prior to and during transport. The other party remains independently responsible for the proper packing for transport of the return goods and is also obliged to implement the measures as described in Article 1.37.

b. the loss or the disclosure of information and/or functionalities on the goods referred to above in this Appendix for the duration that Renewd is holding and/or in possession of these goods, or when these goods remain under its responsibility with a third party it has engaged. The other party remains independently responsible for the data security and is obliged to ensure adequate and timely storage of the aforementioned information and/or functionalities and is also obliged to implement the measures as described in Article 1.37.

1.35 Renewd endeavours to complete the technical-administrative handling and issue of a credit note (if applicable) within approximately 10 working days after inspection in the stores of the goods received from the other party which are returned as “Outside of Guarantee” goods.

Obligations of the other party

1.36 a. Where Renewd issues an RMA to the other party, the goods for which Renewd organises the transport must be easily accessible on the ground floor and ready for transport no later than 5 working days after the issue date of the RMA (see under ‘Transport’ Article 6 of the general section) but in any event at the moment of collection by or on behalf of Renewd.

b. Where Renewd issues an RMA to the other party in relation to a DOA or Carry-in Guarantee, the goods for which the other party organises the transport must be received by Renewd at the address instructed by Renewd within 5 working days after the issue date of the RMA.

1.37 After obtaining an RMA from Renewd the other party is obliged to implement the following measures for the return of goods in accordance with the RMA and conditions:

- The other party must make a backup of the data and/or functionalities insofar as the return concerns information carrier goods;
- The other party must ensure the required proper transport packaging as specified above in this Appendix;
- Toners, and paper in the paper drawer and suchlike must be removed;
- Bios passwords must be provided to Renewd;
- Access security, such as passwords, pin codes and suchlike must be removed.

1.38 Prior to transport the other party is obliged to attach the RMA Authorisation Form it receives from Renewd to the outside of the (transport) packaging in a clearly visible position and in a proper manner; therefore also in those cases in which transport is to be arranged directly by the other party.

Rights of Renewd

1.39 a. Renewd has the right and shall (generally) apply this right to refuse and/or return goods that are not returned to Renewd in accordance with Renewd's instructions and/or RMA conditions and/or in cases where the condition of the goods returned by the other party and/or the packaging of those goods gives cause, such being without Renewd being held liable in any way whatsoever by and/or on behalf of the other party. The return by Renewd to the other party referred to shall be undertaken at the expense and risk of the other party, including any costs for re-packing.

b. If, despite this, Renewd accepts the goods returned to it with regard to which the condition and/or the packaging is defective then Renewd shall have the right to adjust the price correspondingly in the event that a credit is agreed.

1.40 Where the other party returns goods to Renewd that are in conflict with Renewd's instructions and/or the RMA conditions and/or after it becomes evident following inspection of the returned goods that the reason Renewd issued the RMA was unfounded, for example in the case that there is no evidence of; Guarantee, DOA, Goods Supplied Not As Per Agreement and suchlike – such being at the discretion of Renewd – then Renewd shall have the right to also charge the other party investigation and/or handling costs and suchlike, in addition to any shipping costs for returning the goods to the other party, subject to a minimum of 50.00 euro (in words; fifty euro) per return (or product).

1.41 Where Renewd issues an RMA for goods to be returned by the other party for which a Factory Guarantee applies or applies in part, then Renewd shall have the right to include –in full or in part – the terms and conditions and procedure specified at that time for the return by the manufacturer as a condition for granting an RMA.

1.42 The aforementioned rights apply without prejudice to all other rights that Renewd has under the law and that which is stipulated in these general terms and conditions.

APPENDIX 2: GENERAL GUARANTEE TERMS

2.1 Unless the period is agreed explicitly otherwise in writing, the guarantee period for a guarantee issued by Renewd is a maximum of 3 months immediately following the date of delivery of the relevant goods, as stated on the invoice. The guarantee shall lapse automatically at the end of the agreed guarantee period.

In cases in which no delivery date is stated on the invoice the invoice date shall be regarded as the commencement date for the guarantee period unless an earlier delivery date can be demonstrated from the proof of delivery, in which case the delivery date stated on the proof of delivery shall apply as the commencement date of the guarantee.

2.2 Unless agreed explicitly otherwise in writing and/or instructed otherwise by Renewd, Renewd shall only consider a guarantee claim from the other party for goods supplied under its own guarantee when the relevant goods have been returned to Renewd by the other party and a Return Request has been submitted for this

within the guarantee period. The return can only take place by means of an RMA Request and under the applicability of the “RMA and conditions” as described in Appendix 1.

2.3 There can never be a double guarantee situation. In the event, for whatever reason, a double guarantee has been issued; one from the manufacturers and one from Renewd, then the only applicable guarantee shall be the Factory Guarantee. In that case, the other party cannot derive any rights from the guarantee provided by Renewd for the period during which both guarantees have been issued.

2.4 The other party cannot derive any rights from the consideration of a claim and the method of handling a guarantee claim or from the approval of the RMA Request by Renewd.

2.5 A claim by and/or on behalf of the other party under a guarantee provided by Renewd shall not interrupt the guarantee period. For future purchases, whether similar or not, no rights can be derived by and/or on behalf of the other party from a guarantee provided by Renewd, even when a guarantee was/will be provided to third parties.

2.6. When a guarantee is provided by Renewd and the other party makes a claim under that then it can only be determined whether the complaint is covered by the applicability of the guarantee after definitive establishment of the nature of the complaint by Renewd.

2.7 If the claim is not covered by the scope of the guarantee and Renewd has – on the request of and/or on behalf of the other party – supplied replacement products to the other party before the definitive establishment, then Renewd shall have the right to charge the other party for the costs of the replacement product for the duration it is in the possession of the other party, including the costs of return transport, which shall equate to Renewd’s normal rental that is applicable for that product.

2.8 Renewd shall have the right to also charge the other party the extra investigation and/or handling costs it has incurred for an unjustified claim by the other party under a guarantee provided by Renewd, in addition to any shipping costs, subject to a minimum of 50.00 euro (in words; fifty euro) per return (or product).

2.9 Insofar as not agreed explicitly otherwise in writing between Renewd and the other party, for a guarantee provided by Renewd the other party shall arrange the transport to and from Renewd for the goods to be sent under a guarantee claim and this shall be at the risk and expense of the other party (so-called Carry-in Guarantee).

2.2 Insofar as not agreed explicitly otherwise in writing, for a guarantee provided by Renewd, Renewd shall only arrange the transport to and from Renewd for goods to be sent under a guarantee claim (so-called Pick-up & Return Guarantee). In that case, Renewd shall – with the exclusion of the transport risk – only pay the costs of the transport.

2.11 The goods for which a claim under the guarantee is made and any replacement goods, if that is the case, shall be transported at the expense and risk of the other party. Amongst other things, this means that when shipping those goods to Renewd or to its supplier, directly or indirectly, this is to be undertaken on a carriage-paid basis and when the goods are sent to the other party by Renewd this is to be undertaken on an ex-works basis from its premises or from another location determined by Renewd.

2.12 The guarantee provided by Renewd concerns an obligation to use best endeavours and can include repair or replacement (by equivalent or functionally equivalent goods), or full or partial credit for the relevant goods, such being at the discretion of Renewd.

2.13 By complying with one of the activities referred to above under point 2.12 Renewd shall have discharged its guarantee obligations in full.

2.14 The right to a guarantee claim under a guarantee provided by Renewd shall lapse when the guarantee claim – in Renewd’s opinion – is based on a spurious request or a suspicion of such; for example though not limited to, if:

- Something has been changed, crossed out, deleted or made illegible on the invoice.
- The model (type) or production (batch) number has been changed, crossed out, deleted or made illegible on the product.
- Repairs or modifications have been undertaken by non-authorized (service) organisations or persons.
- There has been a case of improper use.
- There is a defect that is the result of external contingencies such as, though not limited to, lightning strike, flooding, fire, negligence, incorrect or improper use, inexperienced use, use in an environment that is unsuitable for the product, exposure to extreme temperature and peak voltage and damage caused by animals.
- There is a defect that has been caused by connected peripheral equipment, accessories or consumables that are not specified by the manufacturer.
- There is a defect that has been caused by software or configuration problems.
- The product has been overloaded.
- The product defect is the result of normal wear and tear of replaceable components.
- The product is being used in a country for which it has not been designed, produced or approved and as a consequence for example (though not limited to this) it fails to comply with local or national technical standards that are in force.
- The goods to which the guarantee request related have been resold.
- The other party is in default or breach in any way whatsoever towards Renewd.

2.15 Software and consumables such as for example (though not limited to) batteries, toner cartridges, printer ribbons, ticket rollers, disk packs and memory carriers shall never be covered by the guarantee provided by Renewd.

2.16 Renewd is not obliged to provide replacement goods to the other party during the period that Renewd is holding goods that have been returned under a guarantee that it has provided. Where such goods are made available to the other party they are not covered by the guarantee.

2.17 Products or product components that are replaced pursuant to a guarantee provided by Renewd shall remain the full property of Renewd as a result of a guarantee provided.

2.18 Unless agreed explicitly otherwise in writing, goods accepted for repair under guarantee shall remain in all cases with Renewd or with a third party engaged by Renewd at the expense and risk of the other party.

2.19 Renewd is in no way and in any form whatsoever liable to and/or on behalf of the other party for the loss or the disclosure of information and/or functionalities on the goods referred to above in this Appendix for the duration that Renewd is holding and/or in possession of these goods, or when these goods remain under its responsibility with a third party it has engaged. The other party remains independently responsible for the data security and is obliged to ensure adequate and timely storage of the aforementioned information and/or functionalities.

2.20 Renewd shall never be liable under a guarantee claim made correctly or otherwise by and/or on behalf of the other party for obligations that extend beyond those described above in this Article. Renewd is not therefore also liable for any form of loss that was and/or shall be suffered by and/or on behalf of the other party.

2.21 The guarantee provided to the other party by Renewd shall be cancelled automatically at the moment the other party disposes of the relevant goods to third parties and/or transfers them for use by third parties.