

**GENERAL TERMS AND CONDITIONS OF DELIVERY OF BEETRONICS B.V.**  
(version October 2024)

**Article 1. Definitions**

- 1.1 Offer: any offer by BeeTronics, such as quotations, quotes and proposals, in any form;
- 1.2 Customer: any natural or legal person to whom an Offer has been made and/or with whom BeeTronics enters into or has entered into an Agreement;
- 1.3 General delivery conditions: these general delivery conditions;
- 1.4 BeeTronics: the private company with limited liability BeeTronics B.V., having its registered office in Utrecht, The Netherlands and its visiting address at Bloemstraat 28 in (1016 LC) Amsterdam, The Netherlands as well as its participating interests and associated companies;
- 1.5 Agreement: the agreement between the Customer and BeeTronics for the sale and delivery of Products, to which these General delivery conditions apply;
- 1.6 Parties: BeeTronics and Customer jointly;
- 1.7 Products: the products to be delivered by BeeTronics to the Customer under the Agreement;
- 1.8 Recall: the situation where BeeTronics decides voluntarily or by order of authorities to recall Products from the market due to legal requirements, possible safety problems, health risks or quality issues.

**Article 2. Applicability**

- 2.1 These General delivery conditions apply to all Offers, orders and Agreements (to be entered into) between BeeTronics and the Customer and to all (legal) relationships between the Parties relating to them.
- 2.2 In case of conflict between the provisions of the Agreement and the General delivery conditions, the provisions of the Agreement shall prevail.
- 2.3 The applicability of any general terms and conditions of the Customer is excluded. Any deviation from these General delivery conditions can only be agreed in writing and after express approval by BeeTronics.
- 2.4 These General delivery conditions have been drawn up in Dutch and translated into various languages. In the event of any difference in content or tenor between the Dutch version and the translation, the Dutch text shall be decisive and binding.
- 2.5 If one or more provision(s) of these General delivery conditions are null and void or annulled, the other provisions shall remain in full force and effect. In that case, the Parties shall in consultation draw up a replacement provision that is as close as possible to the purpose and scope of the original provision.
- 2.6 BeeTronics may amend these General delivery conditions. Amendments shall take effect on the date announced. If no effective date is specified for the changes, the changes will take effect as soon as the Customer has been informed of them.

### **Article 3. Offers and quotation**

- 3.1 All BeeTronics' Offers are without obligation and may be revoked by BeeTronics at any time, unless expressly stated otherwise. Unless otherwise stated, any Offer will automatically expire after 30 days.
- 3.2 BeeTronics' Offers may contain printing and/or writing errors. Such errors and (general) information not addressed exclusively to the Customer do not bind BeeTronics and do not lead to BeeTronics' liability.
- 3.3 All images, photos, descriptions and test models shown or provided by BeeTronics to the Customer are not binding on BeeTronics and are only intended to give a general idea of the quality and design of the Products to be supplied by BeeTronics.

### **Article 4. Conclusion and amendment of the agreement**

- 4.1 The Agreement is formed by BeeTronics sending a written order confirmation or by BeeTronics proceeding to deliver the Products.
- 4.2 Additional arrangements and/or amendments to the Agreement shall only be binding if agreed in writing between the Parties or if the Agreement is executed by BeeTronics in accordance with the additions and/or amendments.

### **Article 5. Application, use and installation of the products**

- 5.1 BeeTronics will use its best efforts to deliver the Products in accordance with the Agreement.
- 5.2 The Customer is responsible for assessing whether the Products delivered are suitable for the specific application for which the Products are used. This includes, but is not limited to, compliance with all applicable statutory and industry-specific regulations, set standards and certification in the sector(s) for which the Customer's Products are used.
- 5.3 Any costs arising from the inspection or verification of the Products, for whatever purpose, cannot be charged to BeeTronics.
- 5.4 The Customer is responsible for proper installation and use of the Products. The installation and use instructions given by BeeTronics must always be followed by the Customer. If the Customer does not follow the given instructions, all claims (such as guarantees, damages or other forms of compensation) against BeeTronics will lapse.
- 5.5 BeeTronics shall not be liable for any damages, fines or penalties as a result of the Customer installing, applying or using the Products in violation of applicable laws and regulations, set standards or certification requirements.

### **Article 6. Delivery**

- 6.1 The delivery time stated by BeeTronics is indicative and never implies a deadline. Any delay in the delivery of Products shall not entitle the Customer to dissolve the Agreement or to any compensation.
- 6.2 Unless otherwise agreed, delivery of the Products shall take place Ex Works in accordance with Incoterms 2020.
- 6.3 BeeTronics is entitled to deliver the Products in parts.

- 6.4 The Customer is obliged to take delivery of the Products at the time they are delivered. If the Customer does not take delivery of the Products at that time, BeeTronics may store the Products at the Customer's expense and risk.
- 6.5 If the Customer still has outstanding obligations towards BeeTronics, BeeTronics may suspend delivery until the outstanding amounts, including interest and other costs, have been paid.

#### **Article 7. Prices and payment**

- 7.1 All BeeTronics prices are in GBP, excluding sales tax and other levies.
- 7.2 BeeTronics may pass on to the Customer any additional costs that were not foreseen when the Agreement was concluded.
- 7.3 Unless otherwise agreed, the Customer is obliged to pay invoices, without any suspension or set-off, within 30 days of the invoice date to BeeTronics' bank account as stated on the invoice.
- 7.4 The time of payment is the date of crediting to the bank account specified by BeeTronics.
- 7.5 Payments made by the Customer are first allocated to interest and costs and then to the principal amount.
- 7.6 If Customer fails to pay on time, Customer shall be in default by operation of law. The Customer must then pay the highest monthly interest rate of 1.5% or the statutory commercial interest rate on the invoice amount. Without prejudice to BeeTronics' right to claim actual damages, the Customer shall also be liable for extrajudicial collection costs, which amount to at least 15% of the outstanding amount, with a minimum of £250.00.
- 7.7 BeeTronics may demand advance
- 7.8 payment, immediate payment or security from the Customer at any time before further deliveries are made. This request must be complied with immediately by the Customer. Failing this, the Customer shall be in default immediately without notice of default being required. BeeTronics is also entitled to apply an order limit.
- 7.9 If BeeTronics has taken the claim to court, including arbitration or a binding opinion, the Customer shall be obliged to reimburse BeeTronics for the actual costs involved in the proceedings. These include the costs of lawyers and process agents and the fees payable to arbitrators or binding advisors and the fixed fees. The provisions of this article shall continue to apply even if the aforementioned costs exceed any order to pay the costs of the proceedings under Article 237 and further of the Code of Civil Procedure.

#### **Article 8. Retention of title**

- 8.1 BeeTronics retains ownership of all Products delivered by BeeTronics to the Customer until the price of all delivered Products has been paid in full.
- 8.2 As long as the Products delivered have not been paid for in full, the Customer must store the Products delivered in such a way that it is clear that they belong to BeeTronics.
- 8.3 Products delivered by BeeTronics that are subject to retention of title may only be resold or processed by the Customer in the ordinary course of business.

- 8.4 If the Customer fails to fulfil his obligations, BeeTronics may take back all Products subject to retention of title without judicial intervention. The Customer is obliged to return these Products to BeeTronics on demand or to keep them available for BeeTronics at the Customer's expense and risk.

#### **Article 9. Investigations and complaints**

- 9.1 Customer must check within 72 hours of delivery whether:
- a) the right Products have been delivered;
  - b) the Products delivered meet the specifications as agreed in the Agreement.
- 9.2 Complaints relating to visible or easily verifiable defects must be reported in writing to BeeTronics by the Customer within 72 hours of delivery of the Products.
- 9.3 Other complaints must be reported in writing to BeeTronics within 72 hours of discovery or after the Customer could reasonably have discovered the defects.
- 9.4 Notifications of complaints from the Customer shall contain as detailed a description of the complaint as possible, including supporting documents, the Customer's details, the order number and/or packing list. In the absence of such reports, the Customer shall be deemed to have approved the Products delivered.
- 9.5 The Customer must enable and grant BeeTronics access to the Products upon first request to inspect the delivered Products for the accuracy of the complaint.
- 9.6 If BeeTronics considers the Customer's complaint well-founded, BeeTronics shall have the option, without being obliged to pay any compensation, of replacing the Products delivered or issuing a credit note for the Products delivered. BeeTronics shall not be obliged to any other obligation.
- 9.7 Return shipments of defective Products may only be made in accordance with BeeTronics' instructions.
- 9.8 Complaints do not suspend the Customer's payment obligations.
- 9.9 The Customer will notify BeeTronics within 24 hours of any third-party complaint it receives about the Products.

#### **Article 10. Return**

- 10.1 Products may only be returned with the express written consent of BeeTronics.
- 10.2 Unless otherwise agreed, return shipments shall be at the Customer's expense and risk.

#### **Article 11. Recall**

- 11.1 If one of the Parties discovers that the Products delivered (including packaging) are defective, that Party must inform the other Party by telephone or e-mail, stating what the defect consists of, the quantity of the affected Products and any other relevant information.
- 11.2 BeeTronics will then indicate what measures are necessary, such as stopping deliveries, blocking stocks and/or a Recall. In this case, the Customer must provide all reasonable necessary cooperation and inform its own customers.

## **Article 12. Force majeure**

- 12.1 Force majeure refers to all causes that prevent the (further) fulfilment of BeeTronics' obligations under the Agreement, whether foreseen or not, and which cannot be attributed to BeeTronics. These include in any case, but not exclusively, illness and/or strikes of BeeTronics' and/or Customer's and/or third party personnel involved in the performance of the Agreement, pandemics, disease outbreaks, government measures or regulations, war or danger of war, terrorism or threat of terrorism, sanctions legislation that prevents performance, riots, fire, floods, earthquakes and failure by third parties, including BeeTronics' suppliers, to fulfil their obligations.
- 12.2 In the event of force majeure, BeeTronics is entitled to suspend the performance of the Agreement and/or dissolve it (immediately). If, as a result of the force majeure, the suspension lasts longer than six months, the Customer will be entitled to dissolve the Agreement. If the force majeure only partially prevents performance of the Agreement, the Customer shall only be entitled to dissolve the Agreement for that part.

## **Article 13. Suspension, dissolution and set-off**

- 13.1 BeeTronics shall be entitled, without prejudice to its right to compensation, to terminate the Agreement without notice of default with immediate effect by giving written notice to the Customer if one or more of the following circumstances occur:
- a) Customer has failed to perform its obligations under the concluded Agreement and, in the case of a breach that can be undone, Customer has failed to undo such breach within seven (7) days of being given notice to do so;
  - b) Bankruptcy or suspension of payments has been filed in respect of the Customer;
  - c) The Customer's business is dissolved, liquidated or shut down;
  - d) A request for the attachment of goods or property rights of the Customer is made, or such an attachment is actually made;
  - e) BeeTronics has well-founded reasons to fear that the Customer is not or will not be able to fulfil his obligations arising from the Agreement and, at BeeTronics' request, the Customer does not or insufficiently provide security for the fulfilment of his obligations.
- 13.2 Dissolution of the Agreement will result in:
- a) All BeeTronics' claims shall be immediately due and payable;
  - b) All BeeTronics property must be returned immediately.
- 13.3 BeeTronics reserves the right to claim additional compensation at any time.
- 13.4 BeeTronics may set off its obligations to the Customer in whole or in part against any claim BeeTronics has or will have against the Customer at any time.
- 13.5 The Customer may not suspend or set off any obligations against claims against BeeTronics.

#### **Article 14. Liability**

- 14.1 BeeTronics shall not be liable for any direct or indirect damage suffered by the Customer, expressly including, but not limited to, trading loss, loss of profits, consequential damage and all other forms of financial loss and all possible third-party claims, except in the case of intent or deliberate recklessness on the part of BeeTronics.
- 14.2 In all cases, BeeTronics' liability shall be limited to the amount actually paid out by BeeTronics' insurer or, if no payment is made under any insurance, the invoice value (excluding VAT) of the Products that caused the damage alleged by the Customer.
- 14.3 Mixing, installation or further processing by or on behalf of the Customer of the Products supplied releases BeeTronics from any liability from the moment of such mixing, installation or further processing.
- 14.4 The Customer indemnifies BeeTronics against all claims for compensation from third parties to the extent that such damage results from the Customer's failure to comply, or to comply properly or fully, with applicable laws and regulations, standards, certification requirements, these General delivery conditions or specific BeeTronics regulations, or the Customer's failure to inform third parties adequately when using the Products, or the Customer's improper provision of information or data not originating from BeeTronics. In such cases, the Customer shall be obliged to compensate all damage suffered by BeeTronics.
- 14.5 The Customer may invoke any right to compensation only after he has complained in accordance with Article 9 of these General delivery conditions and, insofar as necessary - while setting a reasonable time limit - has given BeeTronics written notice of default and BeeTronics continues to fail even after the expiry of that time limit.
- 14.6 A series of related damaging events shall count as one event for the purposes of this article.
- 14.7 All claims against BeeTronics, regardless of the basis, shall lapse if the Customer has not filed a complaint within one (1) year from the time the damage became known, and in accordance with the provisions of Article 9 of these General delivery conditions.

#### **Article 15. Intellectual property rights**

- 15.1 All (claims to) intellectual property rights relating to the Products are vested in BeeTronics or its suppliers. If these intellectual property rights do not already accrue to BeeTronics under the law or these General delivery conditions, the Customer shall cooperate free of charge on first request in effecting the transfer of the intellectual property rights to BeeTronics.
- 15.2 The Customer shall not remove indications of intellectual property rights from the Products or modify them.
- 15.3 The Customer shall indemnify BeeTronics and fully compensate BeeTronics in respect of any third-party claim based on an (alleged) infringement of intellectual property rights as a result of BeeTronics' use of all that has been made available by the Customer under or in connection with the Agreement.

**Article 16. Applicable court and competent court**

- 16.1 The Agreement and the resulting and related legal relations between the Parties are governed by Dutch law. The applicability of the Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 16.2 All disputes between the Parties shall be submitted to the competent court of the District Court of Amsterdam, The Netherlands.