# Rijngard Terms and Conditions of Purchase

> Version 1.0, November 2026. These terms apply to every order Rijngard places for products or services with a supplier. This is an English translation. The Dutch text is binding.

## Article 1. Definitions

In these terms, the following words have the meaning given below.

**1.1 Rijngard**: Rijngard, a sole proprietorship (eenmanszaak) established in Breukelen, the Netherlands, registered with the Netherlands Chamber of Commerce (KvK) under number 42052160, VAT ID NL005458570B48.

**1.2 Supplier**: every natural person or legal entity from which Rijngard orders Products or Services, or with which Rijngard negotiates about an Order.

**1.3 Order**: Rijngard's order to Supplier to deliver Products or perform Services under these terms.

**1.4 Products**: all goods that Supplier delivers or must deliver to Rijngard under an Order, whether or not the Order also covers Services.

**1.5 Services**: all work that Supplier performs for Rijngard under an Order, other than the delivery of Products.

**1.6 Specification**: the detailed description of the Products or Services in the Order.

**1.7 Agreement**: the agreement between Rijngard and Supplier about an Order, including written amendments, the Specification, annexes and these terms.

**1.8 In writing**: on paper or by email.

## Article 2. Applicability

**2.1** These terms apply exclusively to every Order and Agreement between Rijngard and Supplier, and to every further or related agreement. They also apply to negotiations about an Order, even if no Agreement follows. Every offer from Supplier is subject to these terms. Rijngard expressly rejects Supplier's general terms and conditions.

**2.2** Deviations from or additions to these terms apply only if Rijngard has agreed to them in writing.

**2.3** If a signed distribution, reseller or framework agreement exists between Rijngard and Supplier, that agreement prevails over these terms where they conflict.

**2.4** If the documents that make up the Agreement conflict or are unclear, Supplier informs Rijngard promptly. Rijngard then decides which document prevails. Supplier is not entitled to extra compensation or to deviate from the agreed terms as a result.

## Article 3. Orders

**3.1** Supplier confirms an Order by returning a signed copy, or by written confirmation, within 14 days of receipt, unless the Order states otherwise. Until Supplier has confirmed the Order, Rijngard may cancel it in writing without owing Supplier any compensation.

**3.2** Supplier may not change its offers, delivery periods, warranties, specifications, price lists or other terms after it has issued them in writing.

**3.3** The Agreement is formed when Supplier confirms the Order on time in line with article 3.1. Its content is determined only by the Order and these terms.

## Article 4. Prices

**4.1** The prices in the Order are fixed, unless both parties agree otherwise in writing.

**4.2** Prices of Products include standard packaging and delivery DAP (Delivered at Place, Incoterms 2020) at the destination Rijngard specifies, as described in article 11. If Rijngard arranges transport itself, the Order states this.

**4.3** Unless the parties expressly agreed otherwise in writing before the Agreement was formed, the price includes everything needed to meet the Specification, including all costs and rights, packaging, inspections, tests, certificates, levies and transport.

**4.4** For Services, the price includes preparation, travel and accommodation costs, travel time, transport, office, meal and administrative costs, and all other overheads.

## Article 5. Subcontracting

**5.1** Supplier performs the Order itself. Supplier may subcontract work, engage subcontractors or buy products or services from third parties for the Order only with Rijngard's prior written consent.

**5.2** Supplier remains fully responsible for the performance of third parties it engages, as if it were its own performance. Supplier indemnifies Rijngard against claims of those third parties.

## Article 6. Delivery time

**6.1** Supplier performs the Order within the period stated in the Order. That period is a strict deadline (fatale termijn). It starts on the date of the Order, unless the parties agree otherwise in writing.

**6.2** If Supplier does not meet the period in full or in part, Supplier is in default immediately, without notice of default being required. Rijngard may then, without prejudice to its other rights, terminate the Order in whole or for the part not yet performed, and have a third party perform it at Supplier's expense.

**6.3** Signing for receipt of a delivery does not prevent Rijngard from exercising its rights under the Agreement.

**6.4** If circumstances arise or are foreseeable that prevent Supplier from meeting the period, Supplier informs Rijngard in writing without delay. Supplier describes the circumstances, the measures taken and the expected length of the delay. If Supplier does not do so, it cannot rely on those circumstances later. Force majeure does not release Supplier from its obligations if it has not complied with this article.

## Article 7. Postponement of delivery

**7.1** Rijngard may postpone delivery for a reasonable period by written notice to Supplier. The notice states the period of postponement.

**7.2** During postponement, Supplier stores the Products properly, clearly marked as intended for Rijngard, and takes the measures needed to preserve their quality. Rijngard reimburses Supplier's reasonable direct storage costs.

## Article 8. Specification and changes

**8.1** Supplier performs the Order fully in line with the Specification and with good and professional workmanship.

**8.2** Rijngard may change the Specification. If a change significantly affects the costs or the time needed to perform the Order, the price or delivery date is adjusted reasonably.

**8.3** Supplier informs Rijngard within 10 working days after written notice of a change if the change will significantly affect costs or timing. If Supplier does not do so, it loses the right to refuse the changed Specification. While the parties have not yet agreed on the consequences, Supplier continues to perform the Order on the basis of the changed Specification.

## Article 9. Quality warranty

**9.1** Supplier warrants that the Products and Services are of sound quality. In particular, Supplier warrants that:

- the Products and Services are fit for their intended purpose,
- the Products are new, of good quality and free of defects in design, manufacture, construction, materials and measurement,
- the Products and Services reflect the current state of the art,
- the Products and Services fully meet the Specification and the other terms of the Agreement, including agreed test reports and certificates, and
- the Products and Services fully comply with all applicable laws and regulations, including CE marking and EU product safety rules where they apply.

**9.2** With each delivery, or on request, Supplier provides the documents needed to place the Products on the market in the European Union, such as the EU declaration of conformity, user instructions and safety information.

**9.3** The Products and Services count as defective if defects appear within 1 year after delivery, or within Supplier's standard warranty period if that is longer. This does not apply if the defect results from gross negligence, intentional misuse or improper maintenance by Rijngard. The period is extended by any time during which the Product cannot be used because of the defect.

**9.4** If a Product is defective, Supplier, at Rijngard's choice and without prejudice to Rijngard's other rights:

- refunds the full purchase price within 15 calendar days after Rijngard has reported the defect, after which ownership of the Product returns to Supplier, or
- repairs or replaces the Product free of charge within a reasonable period.

## Article 10. Inspection before dispatch

**10.1** Rijngard may inspect or test Products before delivery, during processing, manufacture or storage, or have them inspected or tested. Supplier gives Rijngard, or an expert Rijngard appoints, access to the necessary facilities and free assistance for any witnessed factory acceptance test (FAT).

**10.2** Supplier informs Rijngard in advance of any tests it will carry out. Rijngard, or an expert Rijngard appoints, may attend them.

**10.3** Whether or not Rijngard uses these rights, and whatever the results of inspections and tests, Supplier remains fully responsible for performing the Order correctly.

## Article 11. Packaging, delivery and export compliance

**11.1** Supplier packs and protects the Products so that they arrive safely at the destination by normal means of transport and can be unloaded safely. Supplier follows any special packaging or safety requirements Rijngard has given in advance. Packaging always complies with applicable regulations.

**11.2** Supplier strictly follows Rijngard's instructions on preservation, certification, labelling, shipping and accompanying transport documents.

**11.3** Rijngard may refuse shipments that do not meet articles 11.1 and 11.2.

**11.4** Supplier delivers the Products DAP (Delivered at Place, Incoterms 2020) at the location Rijngard specifies. Transport is at Supplier's risk and expense. Partial deliveries are allowed only if the Order expressly states so.

**11.5** If Supplier exceeds the delivery time, Supplier is in default immediately, without notice of default being required.

**11.6** Supplier ensures that every export and delivery complies with the export control laws, regulations and requirements of both the exporting and the importing country. In particular, Supplier:

- obtains all required export licences and permits and shows them on request,

- provides all required documents, including commercial invoices, packing lists, certificates of origin and dual-use licences,
- classifies the Products under the applicable export control rules, including the HS code and, where relevant, the Export Control Classification Number (ECCN),
- does not deal with persons, organisations or countries under sanctions, embargoes or export restrictions,
- maintains adequate procedures to ensure compliance, including training, transaction screening and regular checks, and
- reports suspected violations to the competent authorities and cooperates fully in any investigation.

## Article 12. Inspection after delivery and rejection

**12.1** Unless the Order states otherwise, Rijngard inspects the Products or assesses the Services within a reasonable time after delivery or performance. If the inspection shows a deviation from the Order, Rijngard may return the Products, reject the Services or accept them at a reduced price.

**12.2** Inspection does not take away Rijngard's right to rely on Supplier's failure to meet the warranty in article 9 or any other obligation.

**12.3** Articles 6:89 and 7:23 of the Dutch Civil Code do not apply.

**12.4** If part of a shipment or production batch does not meet the Agreement, Rijngard may reject the entire shipment or batch, without payment for any part of it and without liability to Supplier. Rijngard informs Supplier of the rejection and stores the rejected Products, or has them stored, at Supplier's risk and expense.

**12.5** If Supplier has not collected rejected Products within 14 days after notice of the rejection, Rijngard may return them at Supplier's risk and expense. If Supplier refuses to accept them, Rijngard may store, sell or destroy them at Supplier's risk and expense.

## Article 13. Ownership and risk

**13.1** Ownership of the Products passes to Rijngard on delivery or payment, whichever comes first. Until the Products are delivered to and accepted by Rijngard, Supplier bears the risk of damage and loss.

**13.2** By way of exception to article 13.1, ownership of Products whose delivery is postponed under article 7 passes to Rijngard when they are stored for Rijngard.

**13.3** If Rijngard pays in advance for Products that are not yet complete, Rijngard acquires ownership of all materials, raw materials and semi-finished goods for those Products from the date of payment, without further delivery being required. Supplier stores them separately for Rijngard, free of liens and charges.

**13.4** Even where ownership has passed under article 13.2 or 13.3, Supplier remains responsible for damage and loss until the Products are delivered to and accepted by Rijngard.

**13.5** Supplier warrants that the Products are free of encumbrances, retention of title and third-party rights, and that Rijngard has unrestricted use of the Products and Services. Supplier is liable for all damage resulting from a breach of this article and indemnifies Rijngard against it.

## Article 14. Invoicing and payment

**14.1** Supplier invoices only after it has performed the Order in full in line with its terms. Each invoice states Rijngard's Order reference and meets the legal requirements for VAT invoices.

**14.2** Rijngard pays within 30 days after receiving a correct invoice.

**14.3** Supplier may not transfer or pledge its claims on Rijngard to a third party without Rijngard's prior written consent.

**14.4** Rijngard may set off amounts it owes Supplier against claims it has on Supplier. If a claim Rijngard sets off is not yet due, a discount equal to the statutory interest applies for the period between the set-off date and the due date.

**14.5** Rijngard may suspend payment if Supplier fails to meet its obligations under this or any other agreement between the parties, without prejudice to Rijngard's statutory rights.

**14.6** Supplier may not terminate the Agreement, in whole or in part, or suspend its performance.

**14.7** Payment does not mean that Rijngard accepts the Products or Services as meeting the Specification. It does not release Supplier from any liability.

**14.8** Rijngard may transfer the Agreement to a legal entity that continues Rijngard's business, such as a private limited company (B.V.), without Supplier's consent.

## Article 15. Items provided by Rijngard

**15.1** Rijngard remains the owner of all items it provides to Supplier for the Order, such as samples, demonstration units, materials, models, drawings and tools. Supplier does not use them in a way that would let a third party acquire ownership through processing, adding, mixing or otherwise. If they become part of a Product, Rijngard becomes the owner of that Product without further delivery being required. The provisions on risk in article 13 continue to apply in full.

**15.2** Supplier insures all items received from Rijngard, at its own expense and for Rijngard's benefit, against damage and loss from any cause.

**15.3** When the Order is complete, Supplier returns all items provided by Rijngard promptly and in good condition, unless Rijngard instructs otherwise in writing. Supplier uses them at its own risk, and only to perform the Order. Rijngard bears no responsibility for

consequences of their use by Supplier or third parties.

## Article 16. Liability, indemnity and insurance

**16.1** Supplier is liable for all damage that Rijngard or third parties suffer, directly or indirectly, as a result of Supplier's failure to meet its obligations. This applies whether the damage is caused by Supplier, its staff, third parties it engages, or the Products or Services delivered, including their defects. Supplier bears all risks of performing the Order.

**16.2** Supplier is fully liable for damage that Rijngard or third parties suffer because of defects in the Products or Services, even if Supplier is not at fault for the defects.

**16.3** Articles 16.1 and 16.2 also benefit affected third parties, including Rijngard's customers and their workers. Supplier indemnifies Rijngard against all claims of such third parties.

**16.4** Supplier takes out and maintains adequate insurance with a reputable insurer to cover its obligations and liability under the Agreement, the law and article 15.2. Supplier shows proof of insurance on request.

## Article 17. Default, insolvency and termination

**17.1** Rijngard may terminate (ontbinden) the Agreement in whole or in part, without notice of default and without court intervention, if Supplier fails to meet an obligation under the Agreement or a related agreement, or meets it inadequately or late, or if:

- Supplier is declared bankrupt, placed under administration or put into receivership,
- Supplier applies for or is granted a suspension of payments,
- Supplier enters a debt restructuring scheme, voluntarily or otherwise,
- Supplier ceases, transfers or liquidates its business or a substantial part of it, or
- a significant attachment is levied that raises doubt about Supplier's ability to continue the activities relevant to Rijngard.

Termination does not affect Rijngard's right to compensation for losses, costs, including legal costs, and interest.

**17.2** In those cases, all claims of Rijngard on Supplier become due immediately and in full.

**17.3** After termination under article 17.1, Rijngard keeps all its rights and Supplier keeps all its obligations under these terms and the law.

**17.4** Rijngard may also terminate the Agreement in whole or in part by written notice at any time. Rijngard then reimburses Supplier only for direct costs incurred before termination and direct costs of the termination.

## Article 18. Confidentiality and intellectual property

**18.1** Drawings, images, designs, models, calculations, processes, methods, tools, know-how, confidential business information and other intellectual property or similar rights that Rijngard issues, that are vested in Rijngard, or that are made on Rijngard's instructions in connection with the Agreement, including any improvement of them (the IPR), belong exclusively to Rijngard.

**18.2** Supplier warrants that the Products and Services do not infringe any third-party intellectual property right. Supplier indemnifies Rijngard, on first request, against third-party claims and pays in full all damage and costs Rijngard suffers in connection with those claims.

**18.3** If Rijngard contributes financially or technically to the development of a product or service, or if Supplier makes products or performs services to Rijngard's specific instructions, such as texts, designs, marketing materials, translations, software or websites made for Rijngard, the intellectual property rights resulting directly from the Order transfer to Rijngard when they arise. Supplier cooperates in all formalities needed for this, including signing a deed of transfer. Supplier waives its moral rights to the extent the law permits.

**18.4** If Supplier's existing intellectual property rights protect the Products or Services, Supplier grants Rijngard a non-exclusive, perpetual, irrevocable, worldwide and royalty-free licence to use, sell and sublicense those rights, as far as needed to use and sell the Products, Rijngard's products that incorporate them, and the results of the Services for Rijngard's business.

**18.5** If Rijngard provides Supplier with items protected by Rijngard's intellectual property rights, Supplier receives a limited licence to use those rights only to perform the Agreement. Supplier claims no right or title to them.

**18.6** Supplier does not use Rijngard's name, logo or brand, and does not name Rijngard as a customer, without Rijngard's prior written consent.

**18.7** Supplier keeps confidential all information about Rijngard, its customers, its prospects, its prices and its business that Supplier obtains in connection with the Agreement. Supplier uses that information only to perform the Order and does not copy, disclose or show it to third parties. This obligation continues after the Agreement ends.

## Article 19. Data protection and information security

**19.1** Supplier complies with all legal, regulatory and contractual requirements that apply to the Products and Services, including data protection law (GDPR), cybersecurity obligations, intellectual property protection and confidentiality.

**19.2** If Supplier processes personal data on Rijngard's behalf, the parties conclude a data processing agreement under Article 28 GDPR before the processing starts.

**19.3** Supplier implements and maintains adequate technical and organisational measures to protect Rijngard's data, systems and information against unauthorised access, disclosure, alteration or destruction. Supplier ensures that its subcontractors and other third-party providers meet the same requirements.

**19.4** Supplier informs Rijngard without undue delay, and in any case within 24 hours after discovery, of any security incident or personal data breach affecting Rijngard's data. Supplier gives Rijngard all information Rijngard needs to meet its own reporting obligations.

**19.5** Rijngard may audit or assess Supplier's compliance with this article, or ask for evidence of it. Material non-compliance may lead to corrective action, suspension of the Services or termination of the Agreement.

## Article 20. Governing law and disputes

**20.1** Dutch law governs these terms, every Order and every Agreement between the parties. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG) does not apply.

**20.2** The competent court in the district where Rijngard is established has exclusive jurisdiction in first instance over all disputes arising from or related to an Agreement.

## Article 21. General provisions

**21.1** If a provision of these terms is void or annulled, the other provisions remain in force. The parties then agree a valid provision that comes as close as possible to the purpose of the original.

**21.2** Rijngard may change these terms. Changed terms apply to Orders placed after the change.

**21.3** Provisions that by their nature continue after the Agreement ends remain in force, including those on warranty, liability, confidentiality and intellectual property.

**21.4** These terms are drawn up in Dutch, with an English translation. In case of any difference, the Dutch text prevails.