Rijngard Terms and Conditions of Sale

> Version 1.0, November 2026. These terms apply to every quotation, order and agreement under which Rijngard sells products or provides services to business customers. 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 Customer: the legal entity, or the natural person acting in the course of a profession or business, that requests a Quotation from Rijngard, places an Order with Rijngard or enters into an Agreement with Rijngard.

1.3 Manufacturer: the company that makes the Products and supplies them to Rijngard.

1.4 Products: all goods that Rijngard sells or delivers under an Agreement, including accessories, packaging, documentation and embedded software.

1.5 Services: all work that Rijngard performs for Customer under an Agreement other than the delivery of Products, such as market research, sales and marketing advice, reports, training, demonstrations and support.

1.6 Deliverables: reports, analyses, presentations, advice and other materials that Rijngard produces as part of the Services.

1.7 Quotation: every offer from Rijngard to Customer, including a price quote sent by email.

1.8 Order: every request from Customer to Rijngard to deliver Products or perform Services, including a purchase order.

1.9 Order Confirmation: Rijngard's written acceptance of an Order.

1.10 Agreement: every agreement between Rijngard and Customer for the delivery of Products or the performance of Services, made up of the Order Confirmation, the Quotation and these terms.

1.11 Trial: the free loan of demonstration equipment to Customer for evaluation.

1.12 In writing: on paper or by email.

Article 2. Applicability

2.1 These terms apply to every Quotation, Order, Order Confirmation and Agreement, and to every further or related agreement between Rijngard and Customer. They also apply to negotiations about an Agreement, even if no Agreement follows.

2.2 Rijngard sells to business customers only. These terms do not apply to consumers.

2.3 Customer's general terms and conditions, including purchase terms referred to in an Order, do not apply. Rijngard expressly rejects them.

2.4 Deviations from or additions to these terms apply only if Rijngard confirms them in writing, and only to the Agreement for which they were agreed.

2.5 Trials are governed by Rijngard's Trial Terms and Conditions. If Customer buys Products after a Trial, these terms apply to that purchase.

2.6 If the documents that make up the Agreement conflict, the Order Confirmation prevails over the Quotation, and the Quotation prevails over these terms.

Article 3. Quotations and Orders

3.1 Quotations are without obligation, unless the Quotation states otherwise. A Quotation is valid for the period stated in it. If it states no period, it is valid for 30 days.

3.2 An Agreement is formed when Rijngard sends an Order Confirmation or, if that happens earlier, when Rijngard starts performing the Order.

3.3 The Agreement replaces all earlier communication on its subject. It can be changed or cancelled only with the written agreement of both parties.

3.4 Rijngard may refuse an Order. All Products are subject to availability from the Manufacturer.

3.5 Obvious mistakes or errors in a Quotation, a price list or on Rijngard's website do not bind Rijngard.

3.6 Images, specifications, data and descriptions in brochures, on websites or in other materials, including those of the Manufacturer, are indicative. They bind Rijngard only if the Agreement expressly includes them.

Article 4. Prices

4.1 Prices are in euros and exclude VAT and other government levies, unless stated otherwise.

4.2 Whatever prices Customer lists in its Order, Rijngard accepts an Order only at the prices in the Quotation or the Order Confirmation.

4.3 The Quotation states the shipping costs, and whether packaging, insurance, import duties, installation, training and travel are included. Costs that the Quotation does not include are charged separately.

4.4 If, after the Agreement is formed and before delivery, the Manufacturer raises its prices, or exchange rates, import duties, tariffs, taxes or transport costs change, Rijngard may adjust the price accordingly. Rijngard informs Customer of the adjustment in writing. If the

price rises by more than 10%, Customer may cancel the affected part of the Agreement free of charge, in writing, within 5 working days after that notice.

Article 5. Delivery

5.1 Rijngard delivers the Products in person at the delivery address in the Agreement, or ships them to that address via PostNL. Another delivery method applies only if the Quotation states it.

5.2 Risk in the Products passes to Customer when Rijngard hands them over at the delivery address, or when PostNL delivers them there. PostNL's track-and-trace record counts as proof of delivery, unless Customer proves otherwise.

5.3 Delivery dates are estimates and never strict deadlines. They are based on the information the Manufacturer gives Rijngard. If no date is agreed, Rijngard delivers within a reasonable time.

5.4 If Rijngard exceeds a delivery date, Customer must give Rijngard written notice of default and a reasonable period to still deliver. Exceeding a delivery date does not entitle Customer to compensation or to cancel the Agreement before that period has passed.

5.5 Rijngard may deliver in parts and invoice each part separately.

5.6 Customer accepts the Products when they are delivered. If Customer does not accept delivery, or does not give the information needed for delivery, Rijngard may store the Products at Customer's cost and risk. Storage then counts as delivery.

5.7 If Customer is in default of payment under any Agreement, Rijngard may suspend further deliveries. If Rijngard continues to deliver, it does not waive any of its rights.

Article 6. Retention of title

6.1 Rijngard remains the owner of delivered Products until Customer has paid in full:

- the price of those Products,
- the fees for Services performed or to be performed under the same Agreement, and
- any claims arising from Customer's failure to perform such agreements, including interest and costs.

6.2 Until ownership passes, Customer may use the Products in the normal course of its business. Customer may not pledge them, transfer them as security or give a third party any other right to them.

6.3 Customer stores Products under retention of title with care, keeps them identifiable as Rijngard's property and insures them against fire, theft and water damage. Customer shows the insurance policy on request.

6.4 If Customer fails to pay, or if Rijngard has good reason to fear that Customer will fail to pay, Rijngard may take back Products under retention of title. Customer gives Rijngard access to the places where the Products are. The costs of taking them back are for

Customer.

6.5 If a third party seizes Products under retention of title or claims rights to them, Customer informs Rijngard immediately and informs the third party of Rijngard's ownership.

Article 7. Inspection, complaints and acceptance

7.1 Customer inspects the Products on delivery for quantity, visible damage and conformity with the Agreement. Customer notes visible damage or shortages on the delivery note or transport document and reports them to Rijngard in writing, with photos, within 2 working days of delivery.

7.2 Customer reports other defects that it could have found by prompt inspection in writing within 30 days of delivery. Customer reports hidden defects in writing within 30 days after it found them or reasonably could have found them.

7.3 The Products count as accepted 30 days after delivery, unless Customer has rejected them in writing, with reasons, within that period. Use of the Products in Customer's operations also counts as acceptance.

7.4 A complaint does not suspend Customer's payment obligation.

7.5 Customer returns Products only after Rijngard has agreed in writing, and in the way Rijngard instructs.

7.6 If Customer does not report a defect within the periods in this article, Customer loses its rights regarding that defect.

Article 8. Services

8.1 Rijngard performs Services to the best of its knowledge and ability and with due care. Unless the Agreement expressly promises a specific result, Rijngard's obligation is one of best efforts (inspanningsverplichting).

8.2 Customer gives Rijngard, on time, all information, access and cooperation that Rijngard reasonably needs to perform the Services. Customer is responsible for the accuracy and completeness of that information. If Customer does not meet this obligation, Rijngard may suspend the Services and charge the resulting extra costs.

8.3 Periods for performing Services are estimates and never strict deadlines.

8.4 Fees for Services are stated in the Quotation as a fixed price or an hourly rate. Travel time and travel costs are charged separately, unless the Quotation includes them.

8.5 If Customer asks for changes or additional work, Rijngard informs Customer of the effect on price and timing before it starts. Rijngard charges the additional work at the agreed rates.

8.6 Deliverables are based on the information available when they are made, including information from third parties. Customer decides for itself whether and how to use the Deliverables. Rijngard does not guarantee the results of decisions Customer bases on them.

Article 9. Payment

9.1 Customer pays every invoice within 30 days of the invoice date, unless the Agreement states otherwise.

9.2 Rijngard may require full or partial payment in advance, or other security, before it delivers or starts. This applies for example to a first Order, a large Order, Products ordered specially for Customer, or when Customer's financial situation gives reason to do so.

9.3 Customer pays without deduction, discount, set-off or suspension.

9.4 If Customer does not pay on time, Customer is in default without notice of default being required. From the due date, Customer owes statutory commercial interest (wettelijke handelsrente, Article 6:119a of the Dutch Civil Code) on the outstanding amount.

9.5 Customer also owes the extrajudicial collection costs under the statutory scheme, and the legal costs Rijngard incurs to collect the amount.

9.6 While an invoice remains unpaid, Rijngard may suspend its obligations under all Agreements with Customer.

9.7 Customer raises any objection to an invoice in writing within 14 days of the invoice date.

9.8 Payments settle first the costs, then the interest due, and then the oldest outstanding invoices.

Article 10. Warranty

10.1 Rijngard does not make the Products. The warranty on Products is the warranty that the Manufacturer provides (the Manufacturer's Warranty). The Quotation or the product documentation states its scope and period. Rijngard gives no warranty beyond the Manufacturer's Warranty, unless the Agreement expressly states otherwise.

10.2 Rijngard handles warranty claims for Customer with the Manufacturer. Customer reports a defect to Rijngard in writing within 30 days after finding it, with a description of the defect, the serial number and, where possible, photos.

10.3 Under the warranty, Rijngard or the Manufacturer decides whether to repair or replace the defective Product. If neither is possible within a reasonable time, Rijngard credits the price of that Product. Ownership of the Product then returns to Rijngard.

10.4 Replacement Products and parts are new or of equal functional quality. They are covered for the rest of the original warranty period, or longer if the Manufacturer's Warranty provides so.

10.5 Customer sends defective Products only after Rijngard has approved this, to the address and in the way Rijngard instructs. Customer bears the cost of sending the Product. Rijngard bears the cost of returning the repaired or replaced Product to Customer, unless the Manufacturer's Warranty provides otherwise.

10.6 The warranty does not cover defects caused by:

- misuse, careless handling, or use that does not follow the Manufacturer's user guide,
- opening, modification or repair by anyone other than the Manufacturer or Rijngard,
- external causes such as falls, impact, water, fire, power surges or defective electrical installations,
- improper storage, charging or maintenance,
- normal wear and tear, including consumables and wear parts, or
- software, apps, accessories or settings that the Manufacturer did not supply or approve.

10.7 The warranty lapses if serial numbers, labels or seals are removed, changed or made illegible.

10.8 Rijngard does not warrant that software in or supplied with the Products runs without interruption or errors.

10.9 If a reported defect is not covered by the warranty, Rijngard may charge Customer the costs of investigation, repair and shipping, after informing Customer of those costs.

10.10 If Services do not meet the Agreement, Customer reports this in writing within 30 days after the Services were performed. Rijngard then performs the Services concerned again or credits a proportional part of the fee, at its choice.

Article 11. Safety products

11.1 Products that support safety, such as devices that detect hazards or raise alerts, supplement Customer's safety measures. They do not replace safety procedures, work instructions, risk assessments, approved test and measuring instruments, personal protective equipment or legal obligations.

11.2 Customer remains fully responsible for the safety of its workers, its risk inventory and evaluation (RI&E) and compliance with the laws and standards that apply to its work.

11.3 Customer bases no safety-critical decision solely on a Product.

11.4 Before first use, Customer ensures that every user has been instructed and knows the operation, alarm signals and limitations of the Product, as described in the Manufacturer's user guide.

11.5 Customer follows the Manufacturer's instructions on use, inspection, charging, testing, maintenance and replacement.

11.6 Customer informs Rijngard without delay of any incident or malfunction involving a Product, so that Rijngard can inform the Manufacturer.

Article 12. Manufacturer software and online services

12.1 Some Products work with software, apps or online platforms of the Manufacturer (Manufacturer Software). Use of Manufacturer Software is subject to the Manufacturer's own terms of use, licence terms and privacy policy. Rijngard is not a party to those terms.

12.2 The Manufacturer is responsible for the availability, functioning, updates and security of the Manufacturer Software. Rijngard is not liable for interruptions, changes to or discontinuation of the Manufacturer Software.

12.3 The Manufacturer processes data collected through the Products and the Manufacturer Software under its own responsibility and privacy policy. Customer informs its workers in advance about this processing, involves its works council where required and meets its own obligations under data protection law.

12.4 If Manufacturer Software requires a separate fee, the Quotation states it.

Article 13. Intellectual property

13.1 All intellectual property rights in the Products and the Manufacturer Software remain with the Manufacturer or its licensors. The sale of Products transfers no intellectual property rights to Customer.

13.2 All intellectual property rights in the Deliverables remain with Rijngard. After full payment, Customer receives a non-exclusive, non-transferable right to use the Deliverables for its own internal business purposes. Customer does not publish the Deliverables or share them with third parties without Rijngard's prior written consent.

13.3 Customer does not remove or change brand names, labels, serial numbers or notices of intellectual property rights. Customer does not examine the Products, software or firmware with the aim of copying them (reverse engineering).

13.4 To the best of Rijngard's knowledge, and without patent searches or other special enquiry, the use of the Products does not infringe third-party intellectual property rights. If a third party claims an infringement, Rijngard informs the Manufacturer and passes on to Customer the remedies the Manufacturer provides, such as modifying or replacing the Product or obtaining a licence. Rijngard has no further liability for the infringement.

13.5 Rijngard is not liable for claims arising from anything Customer supplied, from Customer's modification of the Products, from use outside the specified operating conditions, or from use in combination with products that Rijngard did not supply. Customer indemnifies Rijngard against such claims.

Article 14. Liability

14.1 Rijngard is liable only for direct damage resulting from an attributable failure to perform the Agreement. Direct damage means only:

- reasonable costs to establish the cause and extent of the damage,

- reasonable costs to make Rijngard's defective performance conform to the Agreement, as far as attributable to Rijngard, and
- reasonable costs to prevent or limit the damage.

14.2 Rijngard is not liable for indirect damage, including consequential damage, lost profit, lost revenue, lost savings, loss of goodwill, business interruption, loss of data, loss of use, damage due to delay and fines.

14.3 Rijngard's total liability is limited to the amount that its liability insurer pays out in the case concerned, plus the deductible. If the insurer pays nothing, Rijngard's liability is limited to the invoice amount, excluding VAT, of the Agreement under which the damage arose. For Agreements that run longer than 6 months, it is limited to the amount invoiced over the last 6 months.

14.4 Rijngard is not liable for damage caused by:

- defects in Products, beyond the remedy the Manufacturer's Warranty provides,
- use of Products contrary to the user guide, the Agreement or Article 11,
- the Manufacturer Software, or
- incorrect or incomplete information from Customer.

14.5 The limitations in this article do not apply if the damage results from intent or deliberate recklessness of Rijngard. They also do not apply to the extent mandatory law does not permit them.

14.6 Customer's right to claim compensation expires 12 months after Customer became aware, or reasonably could have become aware, of the damage.

14.7 Customer indemnifies Rijngard against third-party claims, including claims of Customer's workers, that relate to use of the Products or Deliverables contrary to the Agreement, the user guide or Article 11.

14.8 Persons whom Rijngard engages to perform the Agreement may also rely on this article.

Article 15. Force majeure

15.1 Rijngard is not liable for a failure to perform that results from force majeure. Force majeure means any circumstance beyond Rijngard's reasonable control, including:

- non-delivery, late delivery or insolvency of the Manufacturer or other suppliers,
- transport problems, customs delays, import or export restrictions, sanctions, embargoes and changes in tariffs,
- strikes, fire, flood, storm, explosion, accidents and natural disasters,
- war, terrorism, riots, sabotage and measures of civil or military authorities,
- epidemics, cyber attacks, and failures of power, internet or telecommunications, and
- illness of persons on whom Rijngard relies to perform the Agreement.

15.2 During force majeure, Rijngard may suspend its obligations. If force majeure lasts longer than 60 days, either party may terminate the affected part of the Agreement in writing, without any obligation to pay compensation.

15.3 If Rijngard has partly performed when force majeure starts, Customer pays for the part performed.

Article 16. Cancellation by Customer

16.1 Customer may cancel an Order only with Rijngard's written consent.

16.2 If Rijngard consents, Customer pays the work already performed and all costs Rijngard has incurred, including cancellation, return and restocking charges of the Manufacturer.

16.3 Products that Rijngard has ordered specially for Customer, or that are configured for Customer, cannot be cancelled once Rijngard has ordered them.

Article 17. Suspension and termination

17.1 Rijngard may suspend performance of the Agreement, or terminate (ontbinden) it in whole or in part with immediate effect, by written notice and without court intervention, if:

- Customer fails to meet an obligation under the Agreement and, where remedy is possible, does not remedy it within the period set in a written notice of default,
- Customer applies for or is granted a suspension of payments,
- Customer is declared bankrupt, or a bankruptcy petition is filed against Customer,
- Customer enters a debt restructuring scheme or offers an arrangement to its creditors,
- Customer ceases or transfers its business or a substantial part of it,
- a significant attachment is levied on Customer's assets, or
- after the Agreement is formed, Rijngard learns of circumstances that give good reason to fear that Customer will not meet its obligations.

17.2 In those cases, all of Rijngard's claims on Customer become due immediately. Rijngard may also stop deliveries in transit.

17.3 Termination does not affect rights that arose before it, including the right to payment for Products delivered and Services performed. Provisions that by their nature continue after termination remain in force, including those on retention of title, warranty, intellectual property, liability, confidentiality and governing law.

17.4 Rijngard is not liable for damage that results from a suspension or termination under this article.

Article 18. Confidentiality

18.1 Each party keeps confidential all information it receives from the other party that is marked as confidential, or that it should reasonably understand to be confidential, including prices, Quotations and non-public product information. Each party uses that information only to perform the Agreement.

18.2 This obligation does not apply to information that is public without a breach of this article, that the receiving party already lawfully had, or that it must disclose by law or court order.

18.3 Neither party names the other in publications, press releases or reference lists without that party's prior written consent.

Article 19. Export control and sanctions

19.1 Products may be subject to the export control and sanctions laws of the European Union, its Member States and the countries where the Products originate.

19.2 Customer complies with those laws. Customer does not sell, export, re-export or transfer Products, directly or indirectly, to countries, persons or organisations under sanctions or embargoes, or for a prohibited end use. Customer does not sell, export or re-export Products to the Russian Federation or Belarus, or for use there.

19.3 On request, Customer gives Rijngard information about the end user and end use of the Products.

19.4 Rijngard may suspend or terminate the Agreement without liability if performing it would breach export control or sanctions laws.

Article 20. Transfer and third parties

20.1 Customer may not transfer its rights or obligations under an Agreement to a third party without Rijngard's prior written consent.

20.2 Rijngard may engage third parties to perform the Agreement, including the Manufacturer and carriers.

20.3 Rijngard may transfer its rights and obligations under an Agreement to a legal entity that continues Rijngard's business, such as a private limited company (B.V.). Customer consents to such a transfer in advance.

Article 21. Personal data

21.1 Rijngard processes personal data in line with its Privacy Statement, published on rijngard.com.

21.2 Each party complies with the General Data Protection Regulation (GDPR) and other applicable data protection law.

Article 22. General provisions

22.1 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.

22.2 Rijngard may change these terms. Changed terms apply to Agreements formed after the change. Each Agreement is governed by the version that applied when it was formed.

22.3 These terms are published on rijngard.com. Rijngard sends them free of charge on request. By accepting a Quotation that refers to these terms, Customer agrees that Rijngard provides them electronically.

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

Article 23. Governing law and disputes

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

23.2 All disputes arising from or related to an Agreement are submitted exclusively to the competent court in the district where Rijngard is established.