

## GENERAL TERMS AND CONDITIONS OF SALES

The General Terms and Conditions of Sales apply, with the exclusion of other General Terms for all sales of goods and services performed by Rhosonics Analytical B.V. (hereafter: Rhosonics) and/or on behalf of an official Rhosonics Representative. The sales conditions are published on our website and are updated from time to time. Valid is only the latest version marked by the most recent date.

### 1. OVERVIEW OF AGREEMENT

- 1.1. Unless otherwise expressly agreed in writing, all Products are supplied on the following terms and conditions:
  - a. Each purchase order submitted by the Customer and accepted by Rhosonics
  - b. The proposal or quote ("Quote") provided by Rhosonics;
  - c. these Terms and Conditions;
- 1.2. If there is any conflict or inconsistency between the above documents the documents will rank in order of precedence with the order in which they are listed in clause 1.1 above.
- 1.3. Each Order issued by the Customer and accepted by Rhosonics will be accepted on these Terms and Conditions, to the exclusion of all other terms including any terms and conditions referenced or set forth on the face or reverse side of any Order or other document presented by the Customer.
- 1.4. No amendment or variation of the Agreement is valid or binding on a Party unless made in writing and signed by both Parties.

### 2. DEFINITIONS

The following capitalised terms will be defined as follows:

**Agreement** has the meaning given to that term in clause 1 of these Terms and Conditions.

**Company** means Rhosonics, supplier of the Products.

**Confidential Information** means any information of a confidential nature which relates to the business, affairs or activities of a Party including information comprised in Intellectual Property Rights of any Party, process or operational information, calculations or analysis, financial and business information and information of third parties which is required to be kept confidential.

**Customer** means the party to whom Rhosonics will supply the Products, as specified in the Order.

**Delivery Date** has the meaning given to that term in accordance with the applicable Incoterm (see clause 5 of these Terms and Conditions).

**Intellectual Property Rights** means all and any rights in issued patents and patent applications, rights to inventions, design rights, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, moral rights, rights in confidential information (including know-how and trade secrets).

**Order** means the Quote submitted by Rhosonics and the purchase order issued by the Customer and accepted by Rhosonics in accordance with clause 1.3 of these Terms and Conditions.

#### Rhosonics Analytical BV

Hoge Eng West 30  
3882 TR Putten  
The Netherlands



+31 341 37 00 73

sales@rhosonics.com

rhosonics.com

ABN AMRO Bank N.V. Amsterdam

IBAN NL 77 ABNA0474313654

BIC ABNANL2A

Chamber of Commerce Amersfoort

BTW / VAT NL8103.62.429.B01

Registration nr 31045560

**Party** means a party to the Agreement.

**Quote, (Quotation)** means a proposal or offer provided by Rhosonics relating to the Products, referred to in the Order.

**Products** mean Rhosonics proprietary products, including any and all products manufactured or developed by Rhosonics, and services.

**Site** means the Customer's site where the Products are to be delivered and or installed, or the services are to be performed, as specified in the Order.

**Specifications** mean the drawings, specifications, and/or plans for the Products as specified in the Order or as otherwise agreed by the Parties.

**Terms and Conditions** mean these terms and conditions of Sale.

**Warranty Period** means The period or time span that the Rhosonics warranty rules apply to all Rhosonics Products (excluding Software), in accordance with clause 10.3 of these Terms and Conditions.

### 3. PRICING

Prices are in Euros (EUR), excluding VAT. Prices of the Products shall be the price(s) as set out in the Company's Quotation or official price list.

### 4. QUOTATIONS

Quotations made by Rhosonics are valid for a period of 60 days from the quotation submittal date. After this period no rights can be derived from the information reproduced in those Quotations. Rhosonics has the right to withdraw the quote during the period of 60 days when circumstances necessitate this. Prices offered in Quotations may differ from our official price list prices for different reasons. Quotations are based on information that is provided to Rhosonics only by fully filled out official data sheets or original Rhosonics Questionnaire forms.

### 5. INCOTERMS (2020)

In principle, goods are delivered \*EXW - Putten, Netherlands. Goods must be picked up by a shipping company of the customer's preference. Opening hours: from Monday to Friday between 8:30 and 17:00.

If another Incoterm is required this can be changed in consultation with Rhosonics and at the customer's expense. The final Incoterm will be confirmed in the sales order confirmation and is binding for the transaction.

If goods and/or equipment cannot be sent or picked up on the agreed shipment date, this on request or caused by the customer, Rhosonics can charge a storage and administration fee of 0.5% of the total amount of the invoice per week, up to 10% of the total amount of the invoice.

### 6. PAYMENT TERMS AND RETENTION OF OWNERSHIP

The standard Rhosonics' payment term is 100% before the shipping date unless otherwise agreed between the parties. If a different payment term is agreed, this must be included in writing in the Quotation and subsequently confirmed in the Order Confirmation.

The ownership of the goods is only transferred by Rhosonics when the total payment has been received by Rhosonics. Settlement of the invoice with any credits is not permitted unless otherwise agreed.

## 7. LANGUAGE

All correspondence, engineering data, drawings, and instruction manuals are supplied in the English language – unless otherwise agreed.

## 8. MANUFACTURER'S TEST PROCEDURE AND INSPECTION

The systems/analyzers are fully tested during a final test run at the factory, where test reports are issued. A performance test procedure is performed at the Company's premises in Putten – The Netherlands. Final testing can be witnessed by the customer if required (\*\*FAT = *Factory Acceptance Test*), against costs and schedule to be agreed upon between the involved parties.

## 9. MAINTENANCE AND INSTRUMENT SET - UP

Maintenance and instrument set-up must be carried out by qualified personnel\*.

\*Qualified personnel have the ability to read manuals that are written in the English language and are able to understand and correctly operate the instrument according to its manual without any training given by Rhosonics personnel. Therefore, the instrument installation, operation, and maintenance shall be managed and controlled by qualified personnel of the Customer.

## 10. WARRANTY

**10.1.** The Company undertakes to remedy any defective operation of the products which originates from a defect in design, materials or workmanship, provided however that Company's obligation shall not apply if:

- a. the products have not been maintained according to Company's instructions, or absent said instructions, according to the most common practice in the relevant field, or
- b. defective operation results from improper storage conditions, or
- c. defective operation results from noncompliance with Company's instructions for installation or energizing.
- d. improper or incompetent use

**10.2.** The Customer shall be responsible for accepting the products' material of construction, as the Company takes no responsibility for the compatibility of the wet parts to the customer's process conditions, therefore the Company does not provide any warranty for damage arising from a wrong choice of materials.

### 10.3. Term of the warranty

The warranty period will be in effect no longer than eighteen (18) months from the date of shipment or twelve (12) months from the date of start-up, whichever occurs first, unless otherwise agreed in writing by the Parties. For all Services, a warranty period of ninety (90) days from the date of delivery of the Services applies. During repair under warranty, Rhosonics does not provide temporary sensors or analyzers free of charge.

### 10.4. Conditions for exercising the warranty

The Company shall remedy the noted defects, at its expense, as soon as reasonably possible and using the means which it deems fit. Replaced parts once again become the Company's property and shall be returned to it at its first request.

- a. Upon Company's choice, the warranty is exercised either by providing the customer with a replacement product free of charge or by the product in question being repaired in the Company's workshops. To this end, the defective parts or products are returned to the Company at the customer's expense within 30 calendar days as of the point in time the relevant product appears to be defective; the Company shall pay for the carriage of replacement products or parts which have been repaired. Failure by the customer to return the alleged defaulting product within the above 30-day period would allow the Company to invoice the replacement product or the cost of the repair. Installation, disassembly, and/or general maintenance costs on-site at the customer's premises are not covered by the Rhosonics warranty procedure.
- b. If, owing to the nature of the products, the repair work has to be carried out on-site, the Company shall assume the labor expenses relating to such repair work (excluding waiting-time and costs incurred due to the unavailability of the correct resources).

### 10.5. Customer's obligations

In order to benefit from this warranty, the customer shall inform the Company of the defects found in the products as soon as the defective operation of the product manifests itself and provide all supporting documents in respect of such defective operation. The customer shall provide the Company with every assistance in duly noting these defects and in enabling to remedy them; moreover, unless it has the Company's express agreement, the customer shall not carry out the repair work by itself or have such work carried out by a third party. The warranty expires automatically if the customer breaches its obligations under this clause.

### 10.6. Return Material Authorization

For each repair, a \*\*\**RMA (Return Material Authorization)* number is required. Rhosonics shall inspect the products and inform whether they can or cannot be repaired under warranty, based on clauses 10.1 to 10.6 (Warranty). Inspection starts when log files taken from the products are sent to Rhosonics by e-mail. After the inspection of the products, a decision about the warranty and repair is taken by the Company, based on the results of the inspection.

**10.6.1.** Ownership of goods which are routed under the RMA procedure:

- a. The ownership of original equipment under RMA and covered by the Warranty, which will be replaced free of charge at the expense of Rhosonics, shall be transferred to Rhosonics.
- b. For products that cannot be repaired and are not covered by Warranty, the customer shall take one or more of the following decisions:
  - i. Buy a new product or part as a replacement for the faulty product;
  - ii. Give approval to the Company to discard the failed product.
- c. The ownership of the product sent to Rhosonics under a particular RMA number shall be transferred back to the Customer if the customer wishes to retain its ownership. In that case, the Customer shall bear all costs to have the product returned to its facility.
- d. In the event that ownership is waived, Rhosonics will destroy the product.
- e. From the date when the RMA report is sent by the Company, the customer has thirty (30) days to take a decision about the actions to be taken by the Company in connection with the products sent for inspection.

**11. INTELLECTUAL PROPERTY**

11.1 Except if otherwise agreed in writing by the parties, all rights of intellectual property, including but not limited to our products and inventions, processes, know-how, software, data, manuals, logo, and trademarks, are the exclusive property of Rhosonics Analytical B.V. Their use without permission is not allowed. In case of an unauthorized use, Rhosonics will claim its legal rights. Besides customer being liable for fines and the damages caused, all costs and attorneys' fees in connection with past, present, and future infringement of these rights will be at the customer's expense.

**12. SUSPENSION AND TERMINATION**

12.1. If the Customer fails to pay any sum by the due date, Rhosonics may by notice, in addition to any other rights it may have, suspend supplying the Products until all overdue amounts are paid. The Customer will be liable to Rhosonics for all expenses, including reasonable legal fees, relating to the collection of overdue amounts.

12.2. Either Party may terminate the Agreement by providing notice to the other Party if any of the following events or circumstances occur:

- a. The other Party goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration (or the equivalent under the laws of another jurisdiction); or
- b. A Party fails to remedy any breach of an essential obligation under the Agreement within thirty (30) days after receipt of written notice from the other Party of details of the breach.



### 13. GENERAL LIABILITY

- 13.1.** Rhosonics is not liable for any kind of losses or damage that is a result of a non-attributable shortcoming in not fulfilling a contractual or other obligation too late or insufficiently. Rhosonics cannot be held responsible for losses and/or damage to property.
- 13.2.** Rhosonics cannot be held responsible for death or personal injury if these damages are caused by the intentional or grossly negligent behaviour of or by the customer.
- 13.3.** Rhosonics is not liable to the other party under or in connection with the Agreement for:
- loss of actual or foreseeable profit;
  - losses caused by business interruption;
  - loss of goodwill or reputation;
  - indirect, special or additional costs, expenses, loss or damage, regardless of whether they result from breach of contract, tort, negligence, breach of a legal obligation or otherwise.
- 13.4.** The customer will not exclude or limit its liability for fraud or any other liability to the extent that it cannot legally be excluded or limited.
- 13.5.** The liability of Rhosonics is further limited to an amount equal to the total invoice value of the particular application and is limited to the amount that is paid out in the relevant case under the professional liability insurance policy(s) taken out by Rhosonics.

### 14. FORCE MAJEURE

The parties are not liable to each other for any non-fulfilment of their duties under this agreement to the extent the causes for such non-fulfilment are beyond the parties' influence and control ("force majeure"). Causes of force majeure specifically include but are not limited to war, civil war or unrest, labor struggles, loss of satellites, the passage of laws or regulations, pandemic diseases, and natural disasters.

### 15. INVALID PROVISION

If any provision of these Rules is or becomes invalid or unenforceable, whether in part or as a whole, the remaining provisions of these Rules shall remain unaffected. In such case, the affected provision will either be construed and modified to the minimum extent necessary to render it valid or repealed and replaced with a valid provision that best gives effect to the purpose of these Rules and enables them to remain in full force and effect to the extent permitted by law.

### 16. GOVERNING LAW

This agreement and connecting orders/disputes are governed by the laws of The Netherlands. Any disputes between the parties arising from this agreement that are directly or indirectly linked to it must be submitted to the competent Dutch court.

*\*EXW (incoterms 2020): Company is responsible for packing the goods and preparing them for transport. The buyer is responsible for the goods from the moment they are picked up from the storage of the Company. The company will arrange the necessary document for transport, these costs are for the buyer.*

*\*\* FAT: Factory Acceptance Test. Testing the equipment during and after the assembly process by verifying that it is built and operating according to the design specifications. This test is performed at the factory, Rhosonics Analytical B.V. This test is carried out by Rhosonics staff under supervision of a person to witness those tests.*

*\*\*\* RMA: Return Material Authorization. This RMA number is assigned by the service department of Rhosonics.*

**Rhosonics Analytical BV**

Hoge Eng West 30  
3882 TR Putten  
The Netherlands



+31 341 **37 00 73**

sales@**rhosonics.com**

**rhosonics.com**

**ABN AMRO Bank N.V.** Amsterdam

**IBAN** NL 77 ABNA0474313654

**BIC** ABNANL2A

**Chamber of Commerce** Amersfoort

**BTW / VAT** NL8103.62.429.B01

**Registration nr** 31045560