

GENERAL DELIVERY CONDITIONS OF REXEL NEDERLAND B.V.

with its registered office in Zoetermeer

Filed with the Chamber of Commerce in The Hague on 22/12/2022.

Copies of these delivery conditions are available for free at our office in Zoetermeer, where they can also be viewed.

1. Definitions

The following definitions apply in these general delivery conditions:

- (a) **“Account”**: the online company account of the Buyer at Rexel, which can be used by the Buyer to place Orders and conclude Agreements with Rexel;
- (b) **“Civil Code”**: The Dutch Civil Code;
- (c) **“Buyer”**: Any legal person or natural person (i) who has contact with Rexel, (ii) who enters into, has entered into or wishes to enter into an Agreement (of assignment, purchase or otherwise) with Rexel and has made an offer to Rexel to that effect, and with whom Rexel at least wishes to enter into an Agreement and to whom Rexel has issued a Quotation / offer, and/or (iii) who purchases, has purchased or wishes to purchase one or more goods and/or services from Rexel;
- (d) **“Quotation”**: A non-binding offer from Rexel to the Buyer to enter into an Agreement, in whatever form;
- (e) **“Order”**: An offer or order of the Buyer to/with Rexel for concluding an Agreement, in whatever form;
- (f) **“Agreement”**: Every agreement between Rexel and the Buyer concerning the purchase of goods and/or services from Rexel by the Buyer, any other assignment given to Rexel by the Buyer and accepted by Rexel, all related (legal) acts, as well as any duration agreements concluded between Rexel and the Buyer;
- (g) **“Parties”**: Rexel and the Buyer jointly;
- (h) **“Personal Data”**: Personal data is all data concerning an identified or identifiable natural person. This data can include the name, address, email address and telephone number of that person;
- (i) **“Rexel”**: The private limited liability company Rexel Nederland B.V.;
- (j) **“Written / in Writing”**: Mail, fax, email and/or any other electronic means of communication designated by Rexel;
- (k) **“Website”**: the website of Rexel: <https://www.rexel.nl>.

2. Applicable general delivery conditions

- 2.1. These general delivery conditions apply to and are part of all applications, offers / Quotations, assignments and Order Confirmations of Rexel with regard to the delivery of goods and/or the provision of services by Rexel to the Buyer, as well as every Agreement.
- 2.2. If the content of the Agreement deviates from the content of these general delivery conditions, the content of the Agreement shall prevail. Any complete or partial deviations from or additions to these general terms and conditions of

delivery only have effect if they have been agreed in Writing by Rexel, and insofar as Rexel is properly represented by an official authorised to do so by the articles of association or authorised persons otherwise designated by Rexel. In the event of any partial deviation from or additions to the general delivery conditions, these general delivery conditions shall remain in full force as before. Such a deviation or addition shall have no binding effect on any other Agreement between Rexel and the Buyer.

- 2.3. The Dutch version of these general delivery conditions shall prevail above all other language versions.
- 2.4. The Buyer agrees that these general delivery conditions apply to any later Agreements / legal acts between the Buyer and Rexel. The Buyer agrees that these general delivery conditions do not need be submitted again in that case.
- 2.5. The applicability of the general terms and conditions of the Buyer is hereby explicitly rejected (pursuant to Article 6:225, paragraph 3, of the Civil Code). If the general terms and conditions of Rexel and the Buyer are jointly applicable, the general delivery conditions of Rexel shall prevail in the event of any conflicting provisions.
- 2.6. If one or more provisions in these general delivery conditions is invalid or declared null and void, the other provisions of these general delivery conditions shall remain fully applicable.
- 2.7. Rexel reserves the right to unilaterally change these general delivery conditions in the interim. The amended version shall enter into force as soon as Rexel has sent a Written copy of the amended conditions to the email address, fax address, address of a place of business/residence or other electronic means of communication of the Buyer that is known to Rexel.
- 2.8. Without the explicit prior Written approval of Rexel, the Buyer is not entitled to transfer their rights and obligations under the Agreement to third parties.

3. Offer

- 3.1. All Quotations or offers issued by Rexel are non-binding pursuant to article 6:219, paragraph 2, of the Civil Code and can therefore be revoked immediately after Rexel receives confirmation of their acceptance. The Parties understand "immediately" to mean a period of five (5) working days. This period covers the day of dispatch and the following five (5) working days.
- 3.2. Orders or offers from the Buyer, in whatever form, are offers pursuant to Article 6:217, paragraph 1, of the Civil Code (not an "invitation to make an offer" pursuant to Article 6:219, paragraph 2, of the Civil Code) and are irrevocable, even if the Order or offer states otherwise. In other words, the Parties deviate from the provisions of Article 6:219, paragraph 1, of the Civil Code.
- 3.3. Rexel is not bound by obvious typing errors as well as obvious writing and/or printing errors in any document that is related to the Agreement or arising from

it. In such a case, Rexel shall correct the typing error or the writing and/or printing error to reflect the intention of Rexel at the time of concluding the Agreement.

- 3.4. Assignments and quotation requests from the Buyer must be accompanied by a clear description of the services to be provided and/or the goods to be delivered.
- 3.5. Rexel shall assume that the information provided by the Buyer is correct and base its offer / Quotation on this information. The costs of damage resulting from the inaccuracy or incompleteness of this information shall be borne by the Buyer.
- 3.6. Oral Quotations or offers shall automatically lapse if they have not been accepted by the Buyer within eight (8) days after the offer was made by Rexel, unless Rexel indicates otherwise in Writing. Written Quotations or offers shall automatically lapse if they have not been accepted by the Buyer within thirty (30) days after the offer was made by Rexel, unless Rexel indicates otherwise in Writing.
- 3.7. Rexel shall not reimburse any costs incurred by the Buyer that are associated with placing Orders, issuing assignments or making offers to Rexel, including but not limited to the costs of advice, drawings, etc.
- 3.8. If the Quotation / offer from Rexel is not accepted by the Buyer, Rexel is entitled to charge the Buyer for all reasonable costs involved in the preparation of the Quotation / offer if Rexel stipulated this before issuing the Quotation / offer.
- 3.9. An Agreement is only concluded once the Buyer has accepted a Quotation / offer issued by Rexel and this Quotation / offer has not been revoked by Rexel within five (5) working days, or as soon as the Order / assignment from the Buyer has been confirmed by Rexel, either in Writing or otherwise, or from the moment that Rexel started to execute the Agreement and the Buyer did not object to it on the same day.
- 3.10. Agreements or arrangements, as well as changes thereto, can only be made by an officer that is authorised to do so under the articles of association of Rexel or authorised persons otherwise designated by Rexel. Rexel is not bound by any agreements, arrangements or changes thereto with employees of Rexel, unless these have been confirmed in writing by an officer authorised under the articles of association of Rexel or an authorised person otherwise designated by Rexel. At the first request of the Buyer, Rexel shall indicate who (else) within its company is authorised to enter into or amend Agreements or arrangements.

4. Addition/amendment to the Agreement

- 4.1. If at any time (during the execution of the Agreement) it becomes necessary to make amendments or additions to the Agreement in order to ensure the proper execution thereof, Rexel shall inform the Buyer of this as soon as possible (in Writing). The Parties shall then immediately consult with each other in order to

amend or supplement the Agreement. Any amendments or additions to the Agreement agreed by the Parties shall subsequently be drawn up and/or confirmed by the Buyer. Rexel is entitled to charge any reasonable (additional and/or delay) costs arising from the changes to the Buyer.

- 4.2. All price lists and other information material of Rexel, the prices, delivery times, weights, dimensions, drawings, designs, images, sizes, colours, calculations, technical descriptions and other information about goods or services to be delivered by Rexel stated therein or elsewhere by Rexel are non-binding and only approximate, unless Rexel has confirmed otherwise in Writing. Printing and/or writing errors are reserved at all times.
- 4.3. If a model, sample or any other conceivable example has been shown or provided to the Buyer by Rexel, it is presumed to have only been shown or provided as an indication. The qualities and/or specifications of the goods to be delivered may deviate from the model, sample or any other conceivable example, unless expressly stated otherwise in Writing by Rexel and/or agreed otherwise in Writing between the Parties.
- 4.4. Rexel is entitled - entirely at its own discretion - to commission third parties for the execution of the Agreement.

5. Delivery, partial delivery and delivery time

- 5.1. The delivery of goods by Rexel or by third parties engaged by Rexel is in principle carried out on the condition of "Ex Works" (ex warehouse) of Rexel, unless expressly indicated otherwise by Rexel. For the interpretation of the delivery conditions, reference is made to the last published version of the "Incoterms 2010", published by the International Chamber of Commerce at the time of the conclusion of the Agreement.
- 5.2. Delivery of goods or performance services by Rexel or third parties engaged by Rexel shall occur at place(s) and time(s) to be determined or approved by Rexel.
- 5.3. The risk for goods or works is transferred from Rexel to the Buyer at the time of delivery of the goods and/or services.
- 5.4. Rexel is permitted to deliver the goods in parts and to perform services in parts. If the goods are delivered in parts or the services are performed in parts, Rexel is authorised to invoice each partial delivery or partial performance separately.
- 5.5. Rexel shall strive to deliver on the delivery date and at the delivery times specified by it to the best of its abilities. Specified periods within which the goods must be delivered or the services must be performed are approximated by Rexel and can never be regarded as strict deadlines, unless the Parties have expressly agreed otherwise in Writing.
- 5.6. The specified delivery period commences as soon as an Agreement has been concluded between the Parties in accordance with Article 3.9, Rexel is in possession of all data, materials and documents required for the delivery of the

goods or the performance of the services, any agreed (in advance) payment has been made to Rexel, and any other conditions agreed in writing between the Parties have been met.

- 5.7. If the period within which the goods are delivered or the services are performed is expressed in working days, a working day is understood to mean a calendar day, unless this day falls on a rest day or holiday, weekend day, vacation day or other non-individual day off, recognised either generally or locally, or prescribed by the government or by or pursuant to a collective labour agreement.
- 5.8. If delivery of the goods or performance of the services takes place on a day that is not a working day as described in the previous paragraph, the next working day shall be regarded as the agreed day of delivery or performance.
- 5.9. When determining the delivery period, Rexel assumes that it can deliver the goods or perform the services with the information and under the circumstances that were provided by the Buyer and on which Rexel based its Quotation / offer.
- 5.10. If Rexel cannot deliver the goods or perform the services within the set period due to force majeure or circumstances for which the Buyer is responsible, Rexel is entitled to extend the period within which the goods would be delivered or the services would be performed for the duration reasonably ensuing from that force majeure or the circumstance for which the Buyer is responsible.
- 5.11. If delivery on call has been agreed, the Buyer is obliged to take delivery of the goods or services in accordance with the agreed call and/or delivery schedule.
- 5.12. In the event of non-delivery or late delivery of goods or services by Rexel, the Buyer is expressly prohibited from dissolving the Agreement, suspending their obligations and/or claiming compensation until Rexel has been given Written notice of default, whereby the Buyer offers Rexel a reasonable period for compliance.
- 5.13. If the delivery of goods or the provision of services is delayed by factors that are at the expense and risk of the Buyer, the costs for and damage to Rexel resulting from this delay must be reimbursed by the Buyer.

6. Failure to take delivery

- 6.1. The Buyer is obliged to take delivery of the ordered goods or works at the time of their delivery to the Buyer by Rexel or at the time they are made available to the Buyer in accordance with the Agreement.
- 6.2. If the Buyer fails to take delivery of the goods or works, Rexel shall have fulfilled its delivery obligation if it has notified the Buyer that the goods or works are at its disposal and the Buyer fails to take delivery of the goods or works for seven (7) days after this message was sent. The Buyer shall be in default from that moment on without further notice of default being required. If the Buyer is in default, the risk for the goods or works is transferred from Rexel

to the Buyer. In that case, Rexel may decide, entirely at its own discretion, to store the goods or works (or have them stored) at the expense and risk of the Buyer and to claim full payment of the purchase price, the storage costs and the other additional (transport) costs, or Rexel shall be entitled, without further notice of default being required, to dissolve the purchase agreement in whole or in part and to claim compensation for all reasonable costs incurred and damage suffered by Rexel, which expressly but not exclusively includes loss of profit.

- 6.3. If the Buyer fails to take delivery, Rexel is furthermore entitled to dissolve all other Agreements with the Buyer under the same conditions or to suspend its obligations under these Agreements. In the event of any dissolution, the costs incurred and damage suffered by Rexel are immediately due and payable without further notice of default.

7. Packaging and wrapping

- 7.1. Rexel reserves the right to charge the Buyer for single-use packaging and wrapping at a price to be agreed upon by the Parties, but at least at cost. Single-use packaging and wrapping supplied and charged to the Buyer by Rexel with the goods to be delivered or the services to be performed shall in principle not be taken back by Rexel. Only at the first request of Rexel must single-use packaging and wrapping be returned to Rexel in an undamaged condition within three (3) months after delivery or immediately after they have been emptied at the Buyer's own expense.
- 7.2. All packaging and wrapping, with the exception of single-use packaging and wrapping, remain the property of Rexel. Rexel is entitled to charge a deposit to the Buyer for all packaging and wrapping, with the exception of single-use packaging and wrapping. If the packaging or wrapping has been returned to Rexel by the Buyer in accordance with Article 7.3, Rexel shall refund the deposit to the Buyer or deduct it from any amount that the Buyer still owes Rexel.
- 7.3. The Buyer is obliged to return packaging and wrapping, with the exception of single-use packaging and wrapping, at the Buyer's own expense and in an undamaged condition to Rexel within three (3) months after delivery or immediately after the packaging or wrapping has been emptied. If it has been agreed that Rexel itself will collect the packaging and wrapping at a location to be agreed upon between the Parties, the Buyer must ensure that the packaging and wrapping remain in good condition until the date designated by Rexel and store them in such a way that they can be picked up by Rexel in a normal manner.
- 7.4. The Buyer may not keep packaging and wrapping, with the exception of single-use packaging and wrapping, in use or allow third parties to use it for longer than reasonably necessary, and in any case not longer than the term referred to in 7.3.
- 7.5. If the Buyer does not fulfil their obligations with regard to packaging and wrapping, all costs arising from this non-compliance shall be borne by the

Buyer. In the event of damage, loss or contamination of packaging and wrapping, the Buyer is obliged to reimburse Rexel for repair, replacement or cleaning costs, as well as any additional (rental) costs resulting from late return.

8. Technical requirements

- 8.1. If the goods delivered by Rexel in the Netherlands will be used by the Buyer outside the Netherlands or transferred to a third party outside the Netherlands, Rexel is not responsible for the delivered goods complying with the technical requirements or (legal) standards applicable in the country where the goods will ultimately be used, unless otherwise agreed in Writing.
- 8.2. All technical requirements that the Buyer wishes to impose on the goods to be delivered by Rexel, but which deviate from the usual or applicable (legal minimum) requirements, must be expressly reported to Rexel by the Buyer in Writing upon entering into the Agreement and must be agreed with Rexel in Writing. Any deviating technical requirements set by the Buyer that have not been communicated to Rexel nor agreed with Rexel in Writing shall be non-binding for Rexel.

9. Inspection, approval, certificate of origin and complaints

- 9.1. The Buyer is obliged to check or inspect the goods immediately upon receipt of the goods and/or after the completion of the services.
- 9.2. Any deviating numbers must be stated by the Buyer on the packing slip immediately after delivery of the goods, but must be reported in Writing to Rexel no later than twenty-four (24) hours after receipt of the goods, under penalty of forfeiture of rights.
- 9.3. The Buyer must notify Rexel of visible defects, errors, imperfections and/or shortcomings immediately, but at the latest within forty-eight (48) hours after receipt of the goods or the completion of the services. This notification must be in Writing and must accurately state the nature and grounds of the complaint to Rexel, under penalty of forfeiture of rights.
- 9.4. The Buyer must report other defects to Rexel in Writing within five (5) working days after they have been discovered or should reasonably have been discovered, accurately stating the nature and grounds of the complaint, as well as submitting a packing slip, if applicable, and stating the relevant invoice number, under penalty of forfeiture of rights.
- 9.5. If the above-mentioned complaints have not been submitted to Rexel within the time limits set for this purpose, the goods shall be deemed to have been received in good condition or the services to have been performed in accordance with the Agreement.
- 9.6. Submitting complaints does not cancel the obligations of the Buyer, nor does the Buyer have the right to suspend their obligations.

- 9.7. The right to submit complaints shall in any case lapse three (3) months after the goods have been delivered or the services have been completed.
- 9.8. The Buyer is not entitled to reject the delivered goods or the completed services independently - meaning without the Written consent of Rexel - if they do not meet the requirements set out in the Agreement or in the law.
- 9.9. Complaints about invoices must be submitted in Writing within fourteen (14) days after the invoice date. After the expiry of that term, the Buyer is deemed to have approved the invoice and shall owe the relevant invoice amount.
- 9.10. Rexel must be given the chance to investigate the complaint. If the investigation into the complaint requires the return of the delivered goods or an inspection by Rexel at the location of the completed service, this shall exclusively be done at the expense and risk of the Buyer.
- 9.11. In the event of justified complaints, Rexel is - to the exclusion of any right to compensation from the Buyer or third parties - only obliged to repair or replace the delivered goods or completed services free of charge. In the event of justified complaints, Rexel shall also reimburse the Buyer for the costs referred to in Article 9.10.
- 9.12. The following situations shall never give rise to any complaint nor result in an attributable shortcoming on the part of Rexel:
- a. minor deviations from the provided technical data, sizes, capacities and the like, e.g. less than 10%;
 - b. deviations in the quality of the goods or works that are technically unavoidable or which are generally accepted in trade;
 - c. typesetting, printing and/or writing errors in the catalogue/website, offer, Quotation or other material.
- 9.13. In the event of unjustified complaints, Rexel is free to charge the costs of the investigation to the Buyer.
- 9.14. The Buyer is not entitled to revoke their acceptance/approval during the period after the goods or works in question have been put to use by the Buyer, or if they have been resold or delivered to any third parties.

10. Return

- 10.1. Rexel is never obliged to take back goods or works already delivered. If, contrary to the above, Rexel agrees to the return of the goods or works delivered by it, then these goods or works must, insofar as reasonably possible, be returned to Rexel in their original condition, in the original packaging and in accordance with any further conditions stated by Rexel. Rexel is not obliged to compensate the Buyer for the costs associated with the return. Rexel reserves the right to charge the Buyer for all possible costs (incurred by Rexel) associated with the return.

11. Other obligations of the Buyer

11.1. The Buyer must ensure that:

- a. any data and approvals (such as permits, exemptions and decisions) required for the performance of the services, as well as any resources and/or materials that Rexel believes are required, are made available in time;
- b. Rexel will be warned within a reasonable period before the date on which the goods are delivered or the services commenced in accordance with the Agreement if Rexel is unable to deliver the goods at the agreed time or perform its services at the agreed time;
- c. Rexel gains access to the location where the goods must be delivered or the services performed on the date and time that were stated in advance and on which the goods are to be delivered or the services to be performed;
- d. Rexel has sufficient opportunity for the supply, storage and/or removal of materials and resources in a timely manner when performing services;
- e. Rexel has access to connection options for any necessary facilities, such as electricity, gas, water, etc., when performing services. These facilities shall be provided at the expense of the Buyer;
- f. sufficient facilities are available for collecting waste, such as chemical waste, when services are performed at the location in question;
- g. the location where equipment, materials, etc. of Rexel must be stored during the performance of services is such that damage or theft in any form and in any way whatsoever cannot take place;
- h. Rexel must be periodically informed in Writing about the status of the services to be performed during the performance of those services. Periodic means weekly, unless the parties have agreed otherwise in Writing.

11.2. Rexel and the Buyer can agree in Writing that a Rexel project employee will be made available to the Buyer to take care of the logistics for the Buyer during the delivery of the goods or the performance of services. In that case, the project employee will follow the (safety) instructions applicable at the location of the delivery of the goods or the performance of the services, provided that those instructions comply with the legal regulations, including regulations regarding working conditions.

11.3. The Buyer shall ensure that the information provided to Rexel is correct and complete. The Buyer indemnifies Rexel against any consequences of incorrect and/or incomplete data.

11.4. The Buyer is liable for loss of, damage to and/or contamination of the goods, materials, tools and machines that Rexel has stored at the location of the Buyer during the performance of services.

11.5. If the obligations referred to in this article are not fulfilled in time, Rexel is entitled to suspend the execution of the Agreement until the Buyer has fulfilled these obligations. The costs related to delays or the performance of additional work shall be borne by the Buyer.

11.6. The Buyer may create an Account with Rexel, subject to the following additional terms and conditions:

- a. the Buyer is obliged to choose a strong password and to keep the

Account login details confidential;

- b. the Buyer is obliged to ensure that the information in the Account is accurate, complete and up-to-date;
- c. the Buyer can create individual user accounts within the Account for persons from the organisation of the Buyer. Creating these individual user accounts requires the persons from the organisation of the Buyer to accept these terms and conditions. The users of the individual user accounts are not permitted to share the Account or the user account with persons who do not belong to the organisation of the Buyer;
- d. the Account is used by the Buyer or users assigned by the Buyer at the risk and under the responsibility of the Buyer;
- e. Rexel can assume that all actions performed using the Account, or accounts linked to the Account, are performed under the direction and supervision and with the approval of the Buyer;
- f. The Buyer shall take any measures that are necessary and desirable to prevent misuse of the Account as quickly as possible and shall also report the (suspected) misuse of the Account to Rexel as soon as it occurs;
- g. If the Buyer requests the deletion of their data and/or Account, the use of the Account by the Buyer will no longer be possible after this request has been processed by Rexel. Rexel will then delete the relevant Account (including any linked user accounts);
- h. Rexel has the right to delete Accounts that have not been used for more than two years; and
- i. Rexel may attach further terms of use to the use of the Account and other user accounts linked to the Account.

12. Prices

- 12.1. The prices quoted by Rexel are for delivery “Ex Works”, unless indicated otherwise in Writing by Rexel.
- 12.2. In the absence of an agreed price, the price owed to Rexel for the goods delivered or services performed shall be determined in accordance with the rates customarily applied by Rexel after delivery of the goods or for the extent of the work performed and the delivered/used materials after completion of the services, and the number of hours spent on the assignment, on the basis of the (hourly) rates agreed by the Parties before the start of the work or, in the absence thereof, on the basis of the rates customarily applied by Rexel at the time of delivery.
- 12.3. All prices stated by Rexel, or prices used and agreed between Rexel and the Buyer, are exclusive of VAT, transport costs, costs of packaging and wrapping, costs of quality control and/or phytosanitary testing, import duties, any disposal fees, government and other (public) levies, as well as any other fees, unless expressly agreed otherwise in Writing by the Parties. Unless otherwise indicated, the prices are in euros (€).
- 12.4. If normal working hours are exceeded on working days, or if work is performed on Saturdays, Sundays or holidays, Rexel is entitled to charge a surcharge on any agreed prices.

12.5. Rexel is entitled to charge the Buyer price increases of cost-determining factors including in any event, but not limited to, the cost price of raw materials and fuels, materials, manufacturing, transport, currency exchange rates, dumping and processing rates and the like, to be determined at the discretion of Rexel, which have arisen after the conclusion of the Agreement, but before delivery. If Rexel does this within three (3) months after concluding the Agreement with a Buyer who is a natural person or a legal entity that does not meet the requirements in Article 6:235, paragraph 1, of the Civil Code, then the Buyer has the right to dissolve the Agreement and this right must be exercised within fourteen (14) days after notification of the price increase. Dissolution of the Agreement in this way does not entitle either Party to compensation.

12.6. Unless otherwise agreed in Writing, no other discounts than the ones stated on the invoice of Rexel shall be allowed. Discounts previously granted by Rexel do not bind Rexel to subsequent Agreements.

13. Additional and less work in the provision of services

13.1. Additional and less work must be agreed upon orally or in Writing between Rexel and the Buyer. Any oral agreement on additional or less work must be confirmed in Writing by Rexel.

13.2. Settlement or (separate) invoicing by Rexel of additional and less work shall take place:

- a. in the event of changes to the original assignment;
- b. in the event of unforeseeable cost increases or decreases.

13.3. Settlement or (separate) invoicing of additional and less work is done immediately upon payment, unless the Parties have expressly agreed otherwise in Writing.

14. Payment

14.1. The price for the goods and/or services to be delivered by Rexel shall be paid in one of the following ways, as may be further specified by Rexel in the Quotation or the Agreement:

- 14.1.1. the Buyer pays the full amount due to Rexel immediately upon concluding the Agreement via an online payment method offered by Rexel, e.g. iDEAL;
- 14.1.2. the Buyer pays on the basis of an invoice made available by Rexel;
- 14.1.3. Rexel submits an invoice periodically or after complete delivery of the goods and/or completion of the services, whereby Rexel may require (partial) advance payment of the agreed price;
- 14.1.4. by means of another payment method offered by Rexel as further specified in the Quotation or the Agreement.

14.2. In case of payment by invoice and unless indicated otherwise in Writing by Rexel, payment must be made within thirty (30) days after the invoice date by

transferring the amount due to a bank account to be designated by Rexel. Cash payments of invoices are not accepted.

- 14.3. If the Buyer has not paid within the term stipulated in Article 14.2, the Buyer shall be in default by operation of law without further notice of default being required. In that case, Rexel is entitled to compensation in the form of an interest of 1.5% per month or part thereof, unless the statutory commercial interest is higher, in which case the highest interest applies, without prejudice to the other rights that Rexel has under the law. The interest is due from the latest date on which payment should have been made.
- 14.4. If the Buyer is in default in the (timely) fulfilment of their payment obligations, all reasonable costs incurred in obtaining payment out of court shall be borne by the Buyer. In any case, the Buyer owes collection costs in the event of a monetary claim. The collection costs amount to 15% of the outstanding principal sum, with a minimum of € 100 (excluding VAT). If Rexel has incurred higher costs that were reasonably necessary, these costs also qualify for reimbursement. Any reasonable judicial and enforcement costs incurred shall also be borne by the Buyer.
- 14.5. Settlement and suspension by the Buyer are expressly excluded. The invoices of Rexel must be paid on time by the Buyer without recourse to settlement, suspension and/or any discounts other than those stated by Rexel on the invoice.
- 14.6. Payments made by the Buyer always serve firstly to settle all costs owed, secondly to pay the interest due, and thirdly to settle due and payable invoices, whereby payments are always allocated to the oldest outstanding invoices, which also applies if and insofar as the Buyer states that the payment relates to the payment of a later invoice.
- 14.7. If the Buyer expects that they will not be able to meet their payment obligations towards Rexel or will not be able to do so on time, the Buyer shall immediately inform Rexel thereof in Writing. In the event of payment arrears, the Buyer is obliged to inform Rexel in Writing about their financial circumstances upon first request.
- 14.8. Rexel is at all times entitled to request security for the fulfilment of the obligations of the Buyer arising from the Agreement.
- 14.9. Full payment is due immediately if:
- a. a payment term has been exceeded;
 - b. the Buyer fails to fulfil any obligation under the Agreement, fails to do so properly and/or fails to do so on time, or Rexel has good reason to fear that the Buyer will not fulfil their obligations, will not do so properly and/or will not do so on time;
 - c. the Buyer has gone bankrupt, is applying for a suspension of payment or has been approved for debt restructuring;
 - d. goods or claims of the Buyer have been seized;
 - e. the Buyer (company) is dissolved;
 - f. the Buyer (natural person) is placed under guardianship or dies.

15. Force majeure

- 15.1. If Rexel is unable to fulfil its obligations under the Agreement as a result of force majeure, it shall be entitled to suspend its obligations under that Agreement for the duration of a force majeure situation, without being obliged to pay any compensation to the Buyer.
- 15.2. If Rexel has already partially fulfilled its obligations at the commencement of the force majeure situation or is only able to partially fulfil its obligations, Rexel is entitled to invoice the part already delivered or the deliverable part separately, and the Buyer shall be obliged to pay this invoice to Rexel.
- 15.3. In addition to what is understood in law and case law, the term force majeure in these general delivery conditions means: all external causes, foreseen or unforeseen, over which Rexel has no influence, but which make it impossible for Rexel to fulfil its obligations. This expressly, but not exclusively, includes: government measures, special weather conditions, strikes, transport disruptions, illness of Rexel personnel, riots and/or wars and an attributable shortcoming in the fulfilment and/or force majeure on the part of those persons on whom Rexel depends for the execution of the Agreement, or the manufacture and/or delivery of products.

16. Retention of title

- 16.1. All goods delivered and to be delivered under the Agreement remain the property of Rexel until all outstanding claims of Rexel against the Buyer have been settled, including claims under other or previous Agreements, including any (collection) costs, interest and other amounts due on the basis of these delivery conditions.
- 16.2. Prior to the transfer of ownership referred to in Article 16.1, the Buyer is not authorised to sell, deliver or otherwise dispose of the goods delivered or to be delivered pursuant to the Agreement, other than in accordance with their normal business operations and the normal purpose of the aforementioned goods. The Buyer may not pledge or otherwise encumber the goods subject to retention of title in favour of third parties. This provision expressly aims for a property law effect. This means that this provision can also be invoked against third parties by Rexel, regardless of whether this third party was aware of this “pledging ban” or not.
- 16.3. The Buyer is obliged to keep the goods delivered under retention of title by Rexel separately from other goods, and must ensure that such goods are clearly identified as the property of Rexel. In addition, the Buyer is obliged to properly insure the goods delivered under retention of title and to keep them insured, whereby the insurance in any case must provide coverage against theft, as well as fire, explosion and water damage. The policy of these insurances shall be made available to the Buyer for inspection at the first request of Rexel.

- 16.4. If the Buyer fails to fulfil its payment obligations towards Rexel or if Rexel has good reason to fear that the Buyer will fail to fulfil those obligations, Rexel shall be entitled - without notice of default - to take back the goods that were delivered under retention of title. The Buyer shall at all times grant Rexel free access to the goods delivered by Rexel to enable Rexel to exercise the right referred to in this article and actually take back the goods.
- 16.5. In the event of seizure, (imminent) suspension of payment or bankruptcy of the Buyer, the Buyer shall immediately warn Rexel and inform the bailiff, administrator or trustee about the (property) rights of Rexel.
- 16.6. At the first request of Rexel, the Buyer must pledge or assign to Rexel any claims arising from the disposal to a third party of goods delivered by Rexel under the Agreement that are subject to retention of title, at the discretion of Rexel, without prejudice to the other rights that Rexel has under the Agreement or the law.

17. Resources

- 17.1. All resources - such as drawings, models, moulds, dies and tools - that are made available to Rexel by the Buyer for the execution of the Agreement, that were produced by the Buyer specifically within the framework of the Agreement with Rexel or that were made available to the Buyer by Rexel within the framework of the Agreement shall remain or become the property of Rexel under all circumstances, regardless of whether or not payment has been made for them. All resources and all copies made thereof must be made available or returned to Rexel at the first request of Rexel.
- 17.2. As long as the Buyer has the resources of Rexel in their possession, the Buyer must store them with care and provide them with an indelible mark indicating that they are the property of Rexel. The Buyer shall inform third parties who wish to claim these resources of the property rights of Rexel.
- 17.3. The Buyer shall only use the resources referred to in this article for the benefit of Rexel and shall not show them to third parties unless Rexel has given the Buyer explicit Written permission to do so. The Buyer bears the risk of loss or damage, and is obliged to insure this risk at their own expense.

18. Warranty

- 18.1. With regard to the goods received by Rexel from an (external) supplier and subsequently delivered by Rexel to the Buyer, the content and scope of the warranty, the warranty period and the (other) general warranty conditions apply as used by the supplier. Rexel shall never be bound to a further warranty obligation towards the Buyer, unless the law dictates otherwise.
- 18.2. With regard to the goods produced by or in the name and/or on behalf of Rexel and subsequently delivered by Rexel to the Buyer, Rexel guarantees to the Buyer that the goods produced by Rexel are free of design, material and manufacturing defects for a period of twelve (12) months after delivery.

- 18.3. If, in the opinion of Rexel, an item produced by or in the name and/or on behalf of Rexel within the warranty period of Article 18.2 shows a design, material or manufacturing defect, the Buyer is entitled to have the item repaired within a period to be determined by Rexel. Rexel may also choose to replace the item if, in the opinion of Rexel, repair is objectionable. The Buyer is only entitled to replacement if repair of the item is not possible in the opinion of Rexel.
- 18.4. If Rexel fully or partially repairs and/or replaces a delivered good or a part thereof, no new warranty period shall start with regard to this delivered good and the original warranty period shall therefore continue insofar as and if it has not yet expired.
- 18.5. In all cases, a warranty on delivered goods shall lapse:
- a. if no valid warranty certificate or original invoice can be submitted by the Buyer;
 - b. after the warranty period has expired;
 - c. if work has been done on or changes made to the delivered goods by persons other than persons designated by Rexel;
 - d. if defects in the delivered goods are the result of any default or improper use by the Buyer and/or third parties;
 - e. if the delivered goods are not used in accordance with the agreed destination and purpose;
 - f. if the delivered goods are treated in a manner violating the (use) regulations applicable to the relevant goods;
 - g. if the defects arise due to or are the result of faulty materials or services provided, installed or removed by the Buyer for the goods delivered by Rexel.

19. Dissolution / Suspension

- 19.1. Rexel is entitled - without any further notice of default being required and without being obliged to pay any compensation to the Buyer - to dissolve the Agreement in whole or in part or to suspend the fulfilment of its obligations in whole or in part, if:
- a. the Buyer fails to fulfil their obligations under the Agreement, or fails to do so on time or in full;
 - b. Rexel has good reason to fear that the Buyer will fail to fulfil their obligations, fail to fulfil them in full or fail to fulfil them on time;
 - c. the Buyer has gone bankrupt, is applying for a suspension of payment or has been approved for debt restructuring;
 - d. goods or claims of the Buyer have been seized;
 - e. the Buyer (company) is dissolved;
 - f. the Buyer (natural person) is placed under guardianship or dies;
 - g. there is a change in the control over the Buyer, or a third party gains control over the Buyer;
 - h. Rexel has asked the Buyer to provide security for compliance when concluding the Agreement, and this security is not forthcoming or is insufficient.

- 19.2. In the event of dissolution, Rexel is in any case entitled to:
- a. take back the goods already delivered to the Buyer and not paid for to Rexel at the expense and risk of the Buyer;
 - b. obtain reimbursement from the Buyer for the extra expenses that Rexel has reasonably had to incur for the reasonable replacement of the goods that were delivered by Rexel to the Buyer, but not paid for by the Buyer to Rexel, and that could not be received or retained by Rexel.
- 19.3. Rexel is at all times entitled to terminate the Agreement with due observance of a notice period of two (2) months, without being obliged to pay any compensation (for damage) to the Buyer.

20. Liability and indemnity

- 20.1. Rexel is only liable to the Buyer for direct damage resulting from an attributable shortcoming in the fulfilment of the obligations of Rexel under the Agreement and/or unlawful acts or omissions on the part of Rexel, its personnel or third parties engaged by it. Direct damage is exclusively understood to mean (i) property damage, (ii) the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to the direct damage as referred to in this article, (iii) any reasonable and demonstrable costs incurred to make the defective performance of Rexel comply with the Agreement, insofar as the defect can be attributed to Rexel, and (iv) the reasonable and demonstrable costs incurred by the Buyer to prevent or limit the direct damage, insofar as the Buyer is able to demonstrate that these costs have limited the direct damage as referred to in this article.
- 20.2. Rexel is never liable for any kind of damage that has occurred:
- a. due to the improper use of the delivered goods or due to their use for a different purpose than the one for which they are suitable according to objective standards;
 - b. because Rexel relied on incorrect or incomplete information provided by or on behalf of the Buyer;
 - c. due to third parties engaged at the request or with the consent of the Buyer for the execution of the Agreement; or
 - d. to materials or services provided by third parties at the request or with the consent of the Buyer.
- 20.3. The liability of Rexel shall at all times be limited to the following:
- a. at no time shall Rexel be liable for indirect damage. Indirect damage is understood to mean all damage that is not direct damage, including in any case, but not limited to, consequential damage, loss of income or opportunities, loss of profit and damage as a result of business interruption;
 - b. if Rexel is liable for any damage, its liability is limited to direct damage amounting to a maximum of once the invoice value (excl. VAT, and any other government levies, costs of transport and insurance), at least to the part of the order to which the liability relates;
 - c. the liability of Rexel is in any case always limited to the insurance payment amount of Rexel, when applicable.

- 20.4. The Buyer indemnifies Rexel against all claims from third parties, including the costs of legal assistance, that are related to or arise from the Agreement, except for intent or gross negligence on the part of Rexel. Third parties are expressly, but not exclusively, understood to mean employees employed by the Buyer who claim to have suffered damage as a result of an item and/or service that Rexel has delivered and/or performed on behalf of the Buyer.
- 20.5. The Buyer is liable for all damage suffered by Rexel, its personnel and third parties engaged by it that is caused by or occurs during the delivery of goods or the performance of the services at an agreed location, and indemnifies Rexel against all claims in this regard.
- 20.6. The limitations of liability included in this article do not apply if the damage is due to intent or wilful recklessness on the part of Rexel or its managerial subordinates.

21. Intellectual property rights

- 21.1. All intellectual property rights and similar rights with regard to the goods, drawings, templates, texts, materials, designs, sketches, models and the like made available by Rexel, or manufactured or otherwise obtained or created by, on behalf of or in the name of Rexel under the Agreement, are vested in Rexel from the moment these rights arise. To the extent necessary, the Buyer hereby assigns all proprietary rights irrevocably and free of charge to Rexel, which accepts them. Insofar as a formality is required for this, the Buyer shall fully cooperate in the realisation of this formality. The use of any of the intellectual property rights of Rexel without the consent of Rexel and/or for purposes other than for promotion, advertising and/or purposes to be determined by Rexel is not permitted.
- 21.2. Rexel reserves the right to monitor and - at its sole discretion - immediately discontinue the use of any of its intellectual property rights. The Buyer shall cooperate fully in this matter.
- 21.3. The Buyer shall immediately notify Rexel of any infringement or improper use of the intellectual property rights vested in Rexel.
- 21.4. The Buyer guarantees that by using the purchased goods, including reselling them, the Buyer shall not infringe any intellectual property rights of third parties and shall indemnify Rexel against claims from third parties due to (alleged) infringements in this respect, and Rexel shall reimburse the costs of all damage suffered as a result thereof, including the costs of legal assistance.

22. Confidentiality

- 22.1. The Buyer is obliged to observe strict confidentiality with regard to all confidential information that the Buyer obtains within the framework of the Agreement. Confidential information is in any case considered to be all designs, documents, plans, know-how and other information that is related to the trade

secrets of Rexel, and/or has been entrusted to a party in the context of the implementation of the Agreement, as well as the content of the Agreement that, and that has been designated as confidential or should reasonably be understood to be confidential. The Buyer guarantees that they and their employees shall not violate this obligation.

22.2. The Buyer is not permitted to use the name of Rexel in advertisements and other commercial communications without the prior Written consent of Rexel.

22.3. The confidentiality obligation shall remain in force after the end of the Agreement.

22.4. In the event that the Buyer violates the confidentiality obligation of this article 22, however, the Buyer shall owe Rexel an immediately due and payable penalty of € 20,000, without prejudice to the right of Rexel to recover the actual damage from the Buyer.

23. Privacy

23.1. Rexel and/or a third party designated by it process the Personal Data of the Buyer, third parties specified by the Buyer and visitors to its website(s) and branches. Personal Data may be collected by Rexel through its branches, its website, its webshop, Agreements, Quotations, Orders, offers and/or in any other way in which Personal Data is provided to Rexel. The Personal Data is the property of Rexel, and Rexel shall treat this data completely confidentially and in accordance with its Privacy Policy and the applicable laws and regulations.

24. Website Disclaimer

24.1. Rexel shall make every effort to ensure that the information accessible through the Website is accurate and up-to-date. No rights can be derived from the information on the Website.

24.2. Although Rexel uses care in compiling and maintaining the Website, Rexel makes no warranties, express or implied, with respect to all or any part of the Website. All prices and (technical) information on the Website are subject to typing and programming errors. No liability is accepted for the consequences of such typing and programming errors. Furthermore, the expected delivery times are an indication.

24.3. Under no circumstances can Rexel be held liable for any damage, regardless of cause, origin, nature and consequence, resulting from the consultation or use of the Website. In particular, Rexel disclaims all liability in the event of interruption or inaccessibility of the Website, the occurrence of bugs and any damage resulting from fraudulent acts by third parties from the Website.

24.4. Rexel may share hyperlinks on the Website that grant access to third-party websites. Rexel cannot be held responsible for the content of third-party websites. In addition, Rexel cannot be held liable for any malfunction of third-

party websites or damage to the information systems of the user in connection with the use of third-party websites.

24.5. Rexel reserves all intellectual property rights and other rights with regard to all information provided on or via the Website (including all texts, graphic material and logos). It is not permitted to copy, download or in any way publish, distribute or reproduce information on the Website without the prior written permission of Rexel. The information on the Website may only be used for internal use and for the normal course of business of the Buyer.

24.6. Rexel reserves the right to change the information provided on or via the Website at any time without further notice.

25. Applicable law and competent court

25.1. All legal relationships and Agreements between Rexel and the Buyer are governed by the law of the Netherlands.

25.2. Disputes between Rexel and the Buyer that fall within the competence of the district court shall be settled exclusively by the district court in The Hague, unless Rexel, acting as the plaintiff or petitioner, chooses the competent court of the place of business of the Buyer.

25.3. The applicability of the Vienna Sales Convention is expressly excluded.

26. Compliance with laws and regulations; anti-bribery rules, export control and licensing

26.1. The Buyer must comply with all laws and regulations for the prevention of bribery and corruption. The Buyer understands that this means, among other things, that it is a criminal offence to bribe or make a corrupt payment to a government official with the intention to obtain or retain contracts, to direct contracts to a specific person or to obtain an improper advantage.

26.2. The Buyer acknowledges that certain transactions, services and products of Rexel may be subject to export or import control laws and regulations, including but not limited to those of the European Union and the United States. The Buyer hereby guarantees that they will comply in all respects - now and in the future - with current and future export and import control legislation, as well as the associated restrictions and permits. In addition, the Buyer shall impose export restrictions on third parties in the event of the re-export or transfer of the products of Rexel to such third parties.

26.3. If the delivery of products and/or services by Rexel requires an export or import license from a certain authority or is otherwise restricted or prohibited as a result of export/import control laws, Rexel is allowed to fully or partially suspend its (delivery) obligations until such authorisation is granted or as long as the relevant restriction or prohibition persists.

- 26.4. Rexel declares that it only wishes to collaborate with companies that comply with the applicable laws and regulations, and adhere to ethical norms and principles. If Rexel should at any time determine that the contrary is the case, it shall inform the Buyer about this. In such a case, the Buyer shall always cooperate and provide Rexel with all information that Rexel deems necessary.
- 26.5. If the Buyer does not comply with the provisions of Article 26, Rexel is entitled - without any further notice of default being required and without being obliged to pay any compensation to the Buyer - to dissolve the Agreement in whole or in part or to suspend the fulfilment of its obligations in whole or in part. Moreover, the Buyer is obliged towards Rexel to reimburse the costs and damage incurred and suffered by Rexel in such a case.