

GENERAL TERMS AND CONDITIONS

of the private limited company Rittal B.V., having its registered office in Zevenaar, at Hengelder 56, hereinafter referred to as "Rittal", applicable as of 15 March 2024,

Artikel 1 General

1. Rittal is involved in the trade in and modification and assembly of technical and industrial goods and the provision of advice about these goods. In addition, Rittal supplies software packages.
2. As of 15 March 2024, all general terms and conditions that applied before these will lapse.

Article 2 Definitions

1. The Parties:
 - Client: the natural person or legal entity on the instruction of whom/which work is done, subject to these conditions;
 - Rittal: the legal entity that, subject to these conditions, provides goods and services on the instruction of the Client.
2. Conditions: these general terms and conditions.

Article 3 Applicability of these conditions

1. These conditions apply to all legal relationships with Rittal. Unless explicitly stated otherwise, these conditions apply to offers submitted by Rittal and orders accepted by Rittal, as well as to agreements entered into with Rittal.
2. By providing its permission or giving an assignment, the Client will be deemed to have accepted these conditions.

Article 4 Changes

Changes to the agreement and derogations from these general terms and conditions will only apply if and insofar as Rittal and the Client have agreed on them in writing. If changes are passed on in a different manner, the risk involved in the implementation of these changes will be at the expense of the Client.

Article 5 Offers

1. Rittal's offers are completely free of obligation and are submitted on the basis of the prices and specifications that apply at the time of the offer. The offers are based on delivery under normal circumstances and during normal working hours.
2. If the Client accepts an offer, Rittal reserves the right to revoke the offer within five working days of receipt of this acceptance.

Article 6 Agreement

1. Every agreement is entered into under the suspensive condition that the Client is found to be sufficiently creditworthy based on information to be obtained by Rittal.
2. Assignments given to subordinates of Rittal will be binding on the Client
3. Rittal will at all times be authorised to have an assignment given carried out by third parties, in full or in part.
4. Agreements entered into with subordinates of Rittal will only bind Rittal following its written acceptance thereof.

Article 7 Call-off orders

1. The parties may agree that the customer will purchase a certain quantity within a certain period and that the

customer will purchase this quantity in more than one separate partial delivery according to a call-off schedule agreed between the parties. Such an agreement is hereinafter referred to as a 'call-off order'. If a call-off order is concluded, Rittal is entitled to invoice the aforementioned separate deliveries separately.

2. A change to the call-off schedule will not take effect until the amended delivery dates of the relevant partial deliveries have been confirmed in writing by Rittal to the client.
3. If the parties agree on a new delivery date for a specific partial delivery of a call-off order, the other agreed delivery dates of partial deliveries shall remain unchanged, i.e. they shall not shift automatically. A newly agreed delivery date of a partial delivery can never be later than the delivery date of the last partial delivery of the call-off order, as specified in the original call-off order.
4. If, as a result of an agreed change to the call-off schedule, Rittal has to keep goods in stock for longer than would have been the case if the original call-off schedule had been followed, Rittal will keep them in storage at the client's expense and risk.
5. A call-off order may only be cancelled in whole or in part if both parties agree and Rittal has confirmed this in writing to the client. If at the time the call-off order was concluded, the agreed price in the call-off order was based on the purchase of a certain volume at a certain price and the partial cancellation leads to the purchase of a lower volume for which Rittal would have charged a higher price at the time the call-off order was concluded, the client shall in any case be obliged to compensate Rittal for the difference between the price originally agreed in the call-off order and the price the client would have had to pay for that lower volume at the time of the partial cancellation. Rittal is also entitled to charge the customer for costs incurred in connection with the cancellation.

Article 8 Terms and delivery times

1. Delivery times provided are approximate only and will commence after Rittal has accepted an assignment.
2. Rittal is obliged to make all reasonable efforts to adhere to the agreed delivery times.
3. In the event of a delay as a result of a change in the working conditions that applied at the time the agreement was entered into, the delivery time will be extended to the extent reasonable considering all the circumstances involved, without prejudice to a reliance on Article 9.
4. In the event that the delivery time referred to in the offer is exceeded by more than two months, the Client will have the right to cancel the agreement without being entitled to compensation. The Client must inform Rittal by registered letter that it wishes to make use of the right to cancel as referred to in these conditions.

Article 9 Force majeure

1. In the event that, due to force majeure of a permanent or temporary nature, Rittal is prevented from performing the agreement, it will be authorised to consider the agreement to be terminated or suspend further performance of the agreement without being liable to pay compensation, without prejudice to its other rights and without judicial intervention.
2. The agreement will be terminated after a suspension

has lasted six months.

3. A situation of force majeure as referred to in this article will be considered to exist if, as a result of any circumstance, Rittal cannot reasonably be expected to comply (or continue to comply) with its obligations (anymore), even if the relevant circumstance was foreseeable at the time the agreement was entered into. Force majeure will in any case be considered to include riots, war or the threat of war, natural disasters, transport problems, import, export or transit bans, industrial action by Rittal's personnel or the personnel of Rittal's suppliers, as well as a failure on the part of a supplier to comply with its obligations, comply with its obligations properly or comply with its obligations in a timely manner.
4. In all cases, the Client will be obliged to pay Rittal the purchase price of and any delivery costs for the goods that have already been delivered to it in accordance with the conditions of Article 12.

Article 10 Delivery

1. Unless it is explicitly stated otherwise, delivery within the Netherlands takes place DPU.
2. If part of the assignment is ready, Rittal may – at its discretion – decide to deliver this part or wait until the full order is ready. In the event of partial delivery, Rittal will send a separate invoice in respect of this partial delivery, which must be paid within the payment term as referred to in Article 12 below. The Client is not authorised to postpone payment of this invoice until the full delivery has taken place.
3. At all times, Rittal will be free to decide on the means of transport. Delivery takes place at the destination agreed with the client. Rittal provides transport to that place. Rittal unloads the goods and transfers them to the client. The client is obliged to take delivery of the goods there.
4. The goods will be considered to have been delivered as soon as the Client has taken receipt of them, or as soon as Rittal has informed the Client that the goods are at its disposal.
5. From the time referred to in paragraph 4 above, the risk of the goods will be fully at the expense of the Client.
6. In the event that the Client fails to take delivery of the goods, the Client will be in default. In such case, Rittal will be authorised to sell the goods to a third party, without prejudice to its right to compensation.

Article 11 Prices

1. All prices are exclusive of VAT.
2. The costs of packaging (if any), transport and shipment, as well as the costs of insurance during the transport are included in the price.
3. In the event of price increases in the period between the agreement being entered into and the delivery of the goods, Rittal will be authorised to increase the purchase price charged to the Client proportionately.
4. Payment of any additional costs pursuant to the conditions of this article must take place at the same time as the payment of the principal.

Article 12 Payment

1. Payment must take place within thirty days of the invoice date through transfer to a bank account to be designated by Rittal.
2. At all times, Rittal will be authorised to require cash

payment before or upon delivery of the goods.

3. In the event of late payment, the Client will, from the due date of the invoice onwards, owe 1% interest a month on the outstanding amount, with every part of a month counting as a whole month, without a demand and/or notice of default being required.
4. In addition, in the event that the Client fails to comply with its payment obligations, Rittal will be authorised to – without a demand and/or notice of default being required – cancel the part of the agreement that has not been performed yet, without prejudice to its right to compensation.
5. The Client will be obliged to pay all judicial and extrajudicial costs involved in the collection of any amount due, such as attachment costs, legal costs, the costs for the filing of a bankruptcy and extrajudicial collection costs. The extrajudicial collection costs amount to 15% of the principal to be claimed by Rittal, with a minimum of € 1.000,00.
6. At all times, Rittal will be authorised to require the Client to provide additional security for compliance with its obligations. In the event that the Client fails to comply with Rittal's written request to that end, Rittal will be authorised to require immediate payment of the purchase price owed or to consider the agreement terminated without judicial intervention, without prejudice to Rittal's right to compensation of loss, costs and interest.
7. Rittal will be authorised to determine to which debts payments will be applied, though – if and insofar as this is necessary – such payments will in any case firstly be considered compensation of the interest and the costs incurred by Rittal.

Article 13 Retention of title

1. Until they have been paid in full (including any interest and/ or costs owed), the goods delivered by Rittal will remain the property of Rittal.
2. In the event that the Client fails to comply with its obligations or there is a reasonable fear that it will fail to comply with its obligations, Rittal will be authorised to remove the goods delivered to which the retention of title pertains from the Client or third parties that are holding the goods for the Client, or have them removed. The counter party is obliged to give its full cooperation to this, on penalty of a fine of 10% of the amount owed by it per day.
3. As long as, pursuant to the preceding paragraphs, the goods are still the property of Rittal, the Client will be obliged to have these goods sufficiently insured against fire, theft, third-party claims and excess, at its own expense. Where appropriate, the Client is obliged to transfer its rights arising from the relevant insurance policy to Rittal. At Rittal's first request, the Client must inform Rittal of the insurance company involved, and of the insurance conditions.
4. The Client is obliged to inform Rittal in writing if third parties wish to establish any right on or exercise any right in respect of the goods delivered subject to a retention of title.
5. In the event that the Client resells goods that have not (yet) been paid in full or in part, the Client hereby transfers the claims on its buyer (the second buyer) that will arise from this resale to Rittal. In such case, this transfer will be considered a (partial) payment. The Client is obliged to inform Rittal of the relevant details at Rittal's first request, so that Rittal can claim the amount

owed from the second buyer directly. The amount paid to Rittal by the second buyer will be deducted from the total amount the Client owes Rittal. In addition, in the event of resale, the Client will be obliged to invoke the same retention of title as that referred to in this provision.

6. The Client is not authorised to pledge the goods or establish any other right in respect thereof.

Article 14 Complaints/Guarantees

1. Complaints of the Client are understood to be serious grievances of the Client about the goods delivered and/or services provided. Complaints will not be understood to be small deviations in terms of quality, quantity and differences that are considered permissible in the sector.
2. Complaints must be submitted in writing no later than within eight days of the date of Rittal's invoice for the relevant goods and/or services, failing which the Client will have forfeited its right. In the event of a hidden defect, the complaint must be submitted within eight days of the defect being discovered or within eight days of the moment the defect could/should reasonably have been discovered. In such case, the Client must prove that there is a hidden defect and that it could not have been discovered within eight days of receipt. Complaints submitted more than a year after the invoice date will under no circumstances be accepted.
3. If the complaint is well-founded, Rittal will – to the extent possible – redeliver the goods delivered by it. In the event of an accepted complaint, Rittal reserves the right to take the goods back and refrain from making further deliveries subject to repayment of the purchase price, or to require the Client to keep the goods at a reduced price. Rittal may also decide to redeliver the goods free of charge.
4. Any other right to compensation in connection with complaints is excluded. Rittal will have no further liabilities towards the Client, except insofar as these arise from the guarantee provided pursuant to paragraph 3. Without prejudice to mandatory statutory provisions on (product) liability, Rittal will under no circumstances be liable for direct or indirect loss arising from the use of the goods delivered by Rittal, except insofar as this is the result of intent or gross negligence on the part of Rittal.
5. Complaints will not form a basis for termination of the agreement and/or suspension of the payment obligation.

Article 15 Spare parts

1. Rittal cannot be obliged to supply spare parts for delivered goods after the expiry of the agreed warranty period.
2. If spare parts are supplied or installed by Rittal to repair a defect, the warranty period does not start again for these spare parts. The warranty period of the original delivery remains unchanged.
3. Insofar as Rittal is under an obligation by law or agreement to supply spare parts for goods or parts thereof previously delivered to the client, this obligation shall lapse at such time when Rittal no longer has these spare parts in stock and Rittal is also unable to obtain them on reasonable terms through regular channels on the market.

4. In the event that Rittal is obliged to replace goods delivered to the client or parts thereof, Rittal shall be free to deliver a comparable good or part insofar as, in its opinion, it is suitable for the same normal use for which the good or part to be replaced was suitable.

Article 16 Liability

1. Rittal will under no circumstance be liable towards the Client for costs, loss and interest that should arise for the Client or third parties as a direct or indirect result of acts or omission on the part of Rittal, persons employed by Rittal or third parties engaged by Rittal or of items that are (or are not) under Rittal's supervision or have been delivered by Rittal, not even in the event of fault.
2. Any claim in respect of consequential and/or trading loss is excluded. Rittal will in any case not be liable for loss arising from or caused by the incorrect use of the goods delivered or the goods delivered being unsuitable for the purpose for which the Client has purchased them.
3. The Client indemnifies Rittal against liability towards third parties that arises, directly or indirectly, from the presence and/or the use of the goods delivered and/or services provided by Rittal. Rittal's liability under an agreement will in all cases be limited to the level of the amount involved in the complete performance of the agreement and is stated as such in the assignment confirmation.

Article 17 Supply of software programs

1. In the event that Rittal supplies software programs to the Client (consisting of CD-ROMs or other data carriers, or updates – follow-up versions or new releases –), the following conditions apply in addition to the above. These are without prejudice to the other provisions.
2. Rittal provides software produced by a third party (hereinafter referred to as “the producer”) to the Client. Rittal may assist in the installation of this software and may provide support and training to employees of the Client.
3. The Client is forbidden from copying the software material received or to transfer the ownership or use thereof to third parties.
4. Rittal is not liable for any faults in the programs delivered by the producer.
5. All intellectual and industrial property rights are vested in the producer. The Client is only granted a right of use.
6. In the event of an installation assignment, the Client will always provide Rittal with all the details that are useful in and required for the proper performance of the agreement. In addition, the Client will see to it that the hardware, cables, etc. required for the installation are purchased.
7. In the event that it is to provide support, Rittal will provide the Client with telephone or written support based on questions about the use of the programs ordered and delivered, and assist in the event of failures of those programs. This support will be provided on regular working days in the Netherlands, between 8.00 and 17.00 hours.
8. Rittal is not liable for any faults in the programs delivered, or for the development of the programs. Rittal's liability is limited to the liability as indicated in Article 14 of these general terms and conditions.

Article 18 Termination

1. Without prejudice to the conditions of Article 12, the agreement will be terminated, without judicial intervention and without notice of default being required, if the Client is declared bankrupt, applies for a provisional moratorium or – as a result of attachment, being placed under guardianship or otherwise – loses the power of disposition of its assets or parts thereof.
2. As a result of dissolution, mutually existing claims become immediately due and payable. The client is liable for the damage suffered by Rittal. Article 19 Applicable law Any agreement between Rittal and the client shall be governed by Dutch law.

Article 20 Nullity

1. If any provision of these general terms and conditions is annulled by a court, this shall not affect the validity of the remaining terms and conditions.
2. If Rittal does not always require strict compliance with its general terms and conditions, this does not mean that Rittal waives its rights to require strict compliance in any case.

Article 21 Disputes

All disputes, including those disputes which are only considered as such by one of the parties, which may arise as a result of an agreement to which the present terms and conditions apply in full or in part, or as a result of further agreements, which are a consequence of such an agreement, shall subject to the authority of the parties to request a provision for interim order, be adjudicated by the competent court in the district of Gelderland.