

Article 1. Definitions

- 1.1 **UNIS:** The private company UNIS Group B.V., established in (9001 XZ) Grou on Biensma 33a-35a, and the companies and firms belonging to the UNIS Group, engaged in the sale and repair of (mainly) industrial electronics and especially the hardware with which industrial processes are controlled.
- 1.2 **The Other Party:** Any natural or legal person with whom UNIS enters into an Agreement.
- 1.3 **Agreement:** The Agreement involving maintenance and/or repair and/or the sale and supply of industrial electronics.
- 1.4 **Industrial Electronics:** All electronics used by the Other Party, on which UNIS has done repair work and/or replaced parts on, as well as the industrial electronics sold to the Other Party by UNIS.
- 1.5 **Repair:** The repair work carried out by UNIS on industrial electronics for the benefit of the Other Party, in which the aim was to get the industrial electronics to function correctly again.
- 1.6 **Replacement:** The replacement of parts by UNIS in order to ensure the correct functioning of the industrial electronics.
- 1.7 **Repair work:** Repairs and/or replacement, done by UNIS for the benefit of the Other Party.
- 1.8 **Defect:** a defect observed by the Other Party and established by UNIS in the repair work carried out by UNIS and/or products supplied by UNIS.
- 1.9 **Normal use:** The use of industrial electronics recommended by the manufacturer of industrial electronics. In case this is not described by the manufacturer, normal use is considered to be the use of industrial electronics as generally considered common, or how a reasonably acting user must use the industrial electronics.
- 1.10 **Warranty period:** The warranty period stated by UNIS to be applicable on the repair or the delivered product.

Article 2. General

- 2.1 Only these General Terms and Conditions shall apply to all offers and/or quotations (hereinafter called Offers) of and on all Agreements concerning maintenance and/or repair work and/or sales of industrial electronics by UNIS.
- 2.2 The general terms and conditions of the Other Party and other terms differing from the UNIS terms are explicitly rejected by UNIS, unless these were accepted expressly and in writing by UNIS.
- 2.3 If any provision or any part of any provision of these Terms and Conditions should for any reason become invalid, as a whole or in part, this shall not affect the validity of the remaining provisions of these Terms and Conditions, or of the remaining portion of the relevant provision.
- 2.4 These General Terms and Conditions shall also apply to Agreements with and/or contracts awarded to UNIS, for which execution UNIS will have to assign third parties.
- 2.5 If UNIS doesn't always insist on strict compliance with the Terms and Conditions, that does not mean that its provisions do not apply, or that UNIS would lose the right, fully or partly, to require strict compliance with the provisions of these Terms and Conditions in other cases.

Article 3. Offers and conclusion of the Agreement

- 3.1 All offers by UNIS are obligation free and non-binding for UNIS. Agreements, including changes or cancellations thereof, shall only become binding for UNIS when these have been confirmed by UNIS in writing. The Other Party is bound by its contract or order, whether or not UNIS confirms the Agreement in writing.
- 3.2 All specifications provided by UNIS with the offer, are obligation free and subject to change without prior notice; these will only become binding on UNIS once they become part of an Agreement, or as soon as UNIS has stated this in writing.
- 3.3 UNIS shall at all times have the right to refuse contracts and/or orders or to subject the execution and/or supply to further conditions.
- 3.4 If the Other Party doesn't accept the offer, UNIS shall be entitled to charge the Other Party for the cost of returning the industrial electronics.

Article 4. Execution of the Agreement

- 4.1 UNIS endeavours to carry out the Agreement as well as possible and within the time limit or limits referred to in the Agreement. UNIS is always subject to the availability of parts. If (timely) execution should prove not to be possible, UNIS will inform the Other Party as soon as possible. UNIS will not be in default by the mere expiry of the time limit or limits referred to in the Agreement.
- 4.2 Should execution of the Agreement prove to be impossible, UNIS shall be entitled to dissolve the Agreement without being held liable for damages towards the Other Party. The Other Party shall not owe UNIS any fee, and costs incurred by UNIS shall remain that of UNIS, with the exception of emergency charges.
- 4.3 UNIS is not obliged to follow the instructions of the Other Party in the execution of its services. This applies in particular, but not exclusively, for instructions that would amend or supplement the content or scope of the agreed services. If, however, UNIS should heed such instructions, the Other Party shall reimburse the related work carried out by UNIS in accordance with the usual UNIS rates.

Article 5. Prices

- 5.1 All UNIS prices quoted in the offer of products or services are, unless expressly stated otherwise and/or agreed, expressed in euros (€) and excluding of VAT.
- 5.2 Unless agreed otherwise, UNIS will charge its usual prices for the products sold by UNIS, and the work carried out by UNIS.
- 5.3 Unless agreed otherwise, UNIS will charge a fixed price for repairs. If this fixed price is deviated from, UNIS will charge its usual prices in arrears (based on actual hours worked and materials used).
- 5.4 In case of urgent orders, UNIS will charge emergency fees in addition to its usual price.
- 5.5 UNIS has the right to alter all prices quoted in the offer of products or services at any time.
- 5.6 UNIS has the right in case of cost increases between the time of the conclusion of the Agreement and the full compliance thereof, and regardless of the foreseeability thereof, to increase the price accordingly in such a way that such a cost increase will be completely absorbed. Cost increases include, but not exclusively, cost increases arising from increases or changes in wages, expenses, taxes, duties, fees, freight, levies, prices for raw materials and energy, as well as exchange rate fluctuations, increases in the fees charged by the suppliers or legislative changes. The Other Party has the right to cancel the Agreement for the part not yet executed, within five days after UNIS informed him of such a price increase, except to the extent that the price increase is the result of a statutory provision.
- 5.7 If the execution of the Agreement by UNIS takes more time or incurs more costs than could reasonably be expected, because more expensive parts are needed for the repair or if the Other Party has supplied incorrect information or because he made changes to the original Agreement after the conclusion of the Agreement, UNIS shall be entitled to increase the agreed price by a reasonable amount.
- 5.8 The Agreement entitles UNIS to charge separately for work done additionally by UNIS.

Article 6. Payment

- 6.1 UNIS is entitled to invoice during the term of the Agreement. In addition, UNIS is entitled to require a deposit or prepayment of the (expected) price at the conclusion of the Agreement. The Other Party cannot assert any right regarding the execution of the Agreement before the stipulated advance payment has been made.
- 6.2 Payment of the invoices sent by UNIS must be made within thirty days after the invoice date, unless specified otherwise on the invoice, or expressly agreed otherwise.
- 6.3 The Other Party is obliged to report inaccuracies in provided or listed payment data to UNIS without delay.
- 6.4 If the Other Party fails to pay any amount due by him in time, he shall legally be in default without further notice of default being required, and he shall owe interest at the rate of 1.5% per month on the invoice amount, with effect from the date on which he is in default until the moment of payment of the full amount.
- 6.5 All judicial and extrajudicial collection costs associated with the collection of any claim on the Other Party, shall be at his expense. The extrajudicial costs shall at least amount to 15% of the invoice amount (or amounts) with a minimum of €500.00. These amounts are payable without further notice.
- 6.6 Payments by or on behalf of the Other Party shall be applied consecutively to cover the due extra-judicial collection costs, court costs, payable interest and thereafter in order of age, the outstanding principal amounts, regardless of contrary indications by the Other Party.
- 6.7 The Other Party shall not be allowed to withhold its payment obligation (or obligations) towards UNIS, to settle and/or to compensate this with a claim by the Other Party on UNIS, on whatever account, without express consent by UNIS.
- 6.8 In reference to art. 3:83 paragraph 2 of the Dutch civil code, the transferability of claim rights of the Other Party arising from the Agreement is expressly excluded.

Article 7. Delivery and risk

- 7.1 The products to be supplied by UNIS shall be deemed as delivered at the time the goods leave the UNIS factory or the warehouse; as well as – if it is agreed that the products are collected – at the time when the Other Party is informed that the goods are ready for collection at UNIS.
- 7.2 After delivery as referred to in the preceding paragraph, the products are for the account and risk of the Other Party, also when UNIS is responsible for the transport, unless expressly agreed otherwise. UNIS is entitled to charge shipping costs to the Other Party, as a whole or in part. Shipping costs for urgent deliveries are entirely accountable to the Other Party.
- 7.3 UNIS determines the shipping method to meet its delivery obligations. If the Other Party should give certain directions, complying with this shall be entirely at the expense and risk of the Other Party. The shipping and delivery costs shall be borne by the Other Party.
- 7.4 The Other Party is obliged to accept or to collect the products at the first presentation. If the Other Party fails to fulfil this obligation, UNIS has the right to set a term of at least eight days. If the Other Party also doesn't collect or accept within that term, all consequences shall be borne by the Other Party, including storage costs. In particular, UNIS shall in that case be entitled to cancel the Agreement and/or to claim damages.

Article 8. Exchange

- 8.1 At the request of and/or in consultation with the Other Party, UNIS can forward an overhauled part to the Other Party to replace a defective part of the Other Party. UNIS will in principle charge the usual selling price of the part. After receipt of the defective part from the Other Party, UNIS can credit the Other Party with the difference between the sales price of the replacement part and the exchange price of the defective part (hereinafter referred to as the Exchange correction).
- 8.2 The Other Party is entitled to the Exchange correction if the defective part is returned to UNIS within one month after the conclusion of the Agreement, and the defective part can reasonably be repaired by UNIS, at UNIS's discretion.
- 8.3 The exchanged defective parts become the property of UNIS. The delivery of the defective part to the locations designated by UNIS shall be binding and decisive for the transfer of ownership.
- 8.4 In submitting a defective part, the Other Party declares that he has the right of ownership on the defective part, that the defective part is free of any lien or any surety law, that the property is not burdened by the rights of third parties and that the Other Party is entitled to have the defective part.
- 8.5 UNIS reserves the right on the valuation of the repair cost on the defective part. Whether and to what extent the defective part is repairable shall only be at UNIS's discretion.
- 8.6 UNIS can decide not to repair a defective part and simply send a replacement part. In that case, UNIS shall only charge the repair price of the defective part. This possibility is only at UNIS's discretion.

Article 9. Complaints

- 9.1 The Other Party is obliged to have the products, delivered or repaired by UNIS, examined immediately after delivery.
- 9.2 With externally observable defects or damage to the packaging and/or related products, the Other Party should inform UNIS of the nature and extent of the damage in writing and with reason, within 10 days after delivery. Immaterial deviations in design, such as small colour differences, or small material defects such as scratches, shall never form the basis of a complaint.
- 9.3 Complaints concerning defects that are not externally observable, must be made to UNIS in writing, within 10 days after discovery, but at least before expiry of the applicable warranty period.
- 9.4 If the Other Party doesn't submit a complaint within the applicable time limit or in the required manner, the delivered goods shall be deemed to be accepted and approved unconditionally by the Other Party, and any claim against UNIS will be void.
- 9.5 A complaint concerning a specific delivery or manner of service shall never postpone the payment obligations of the Other Party.
- 9.6 If it should transpire that a complaint was unfounded, the resulting costs, including the inspection costs on the part of UNIS and the shipping costs, shall all be borne by the Other Party.

Article 10. Warranty

- 10.1 During the warranty period, UNIS guarantees the soundness of the products it delivered and the repair work carried out by it. If the Other Party should be of the opinion that there is a defect in the products delivered or repair work carried out by UNIS, the Other Party shall inform UNIS in accordance with the provisions of Article 9.1 to 9.6.
- 10.2 The Other Party must in that case, after consultation with UNIS, send the defective products to UNIS for inspection, at its own expense, under penalty of cancellation of the warranty.

- 10.3 UNIS's warranty obligation includes either the repair of the defects or the replacement of defective parts or products, or redoing the services again, or the total or partial cancellation of the Agreement and pro rata crediting, all of this to UNIS's sole discretion or decision. UNIS has the right to go back to a previously made decision.
- 10.4 The warranty only applies in respect of repairs if the defects are solely or predominantly caused by errors made by UNIS during the performed repairs.
- 10.5 The warranty on parts that are not manufactured or not repaired by UNIS, is limited to the warranty which UNIS obtains from its subcontractor or processor, or to the usual industry warranty.
- 10.6 Small imperfections or damage, such as small colour differences or scratches that do not affect the functional properties of the defective products, do not fall under the warranty.
- 10.7 Every entitlement to the warranty expires:
- If it is plausible that a defect was caused by the careless or improper way in which the Other Party has handled the product;
 - If repairs were carried out by the Other Party or third parties and/or additional or replacement parts were mounted or changes have been made to the industrial electronics;
 - If instructions and guidelines for maintenance, use, installation etc, given by the manufacturer, supplier and/or UNIS, have not been respected correctly or timely by the Other Party.
- 10.8 No right to a warranty exists:
- when the defect is the result of wear and tear under normal use;
 - If the defect is caused by incorrect adjustments, incorrect parameter settings or by malicious software or firmware;
 - If the defect is the result of climatic influences, such as (but not limited to) lightning, water damage, pollution, corrosion, gases and vapours;
 - In case of glass breakage, screen breakage or a similar situation;
 - In case of damages caused by normal wear and tear, such as (but not limited to) touch screens and other controllable parts of the industrial electronics, as well as fans and other mechanical components.
- 10.9 The warranty and any liability of UNIS shall never cover:
- Compensation for damage caused by the breakage or malfunction of components of the industrial electronics;
 - Compensation for damage to cables, connectors, batteries and other consequential damage to similar products;
 - Compensation for damage caused by loss of software and data as a result of the repair work;
 - Compensation for damage caused by or as a result of the provisions of Article 10.7 and 10.8.
- 10.10 A warranty claim honoured by UNIS does not imply that UNIS accepted liability for damage suffered. Article 13 is fully applicable during the warranty period.

Article 11. Retention of title

- 11.1 All products supplied by UNIS remain the property of UNIS right up to the moment of full payment of everything owed to UNIS under the Agreement (or Agreements) with the Other Party. This also includes interest and costs and claims due to failure of the Other Party in his compliance with the Agreement. Ownership will furthermore only be passed on to the Other Party when he has also paid all claims by UNIS based on other supplies or repairs.
- 11.2 The Other Party is obliged to store the supplied and/or provided goods separately and to clearly mark it as being UNIS's property. If the Other Party doesn't comply with this obligation, it is expected that all goods of the kind made available or delivered by UNIS, present at the Other Party, belong to UNIS.
- 11.3 The Other Party is obliged to keep goods delivered by UNIS insured against the usual hazards (including fire, explosion, water damage and theft). All claims of the Other Party on its insurer (or insurers) will be pledged to UNIS by the Other Party as multiple security for UNIS's claims on the Other Party, as soon as UNIS informs the Other Party that this is required.
- 11.4 The Other Party, outside its normal operations, is not entitled to dispose of products falling under the retention of title, to rent it to third parties, give it in use, to pledge or otherwise encumber the products for the benefit of third parties, as a whole or in part. At the infringement of this, that which is payable to UNIS by the Other Party, regardless of the payment terms, shall immediately become payable in full. UNIS is irrevocably authorised by the Other Party to take back the products delivered under retention of title, without any judicial intervention, summons and/or notice. The Agreement is not terminated by the repossession by UNIS, unless UNIS informs the Other Party to this effect. In case of resale, the Other Party assigns all rights arising therefrom on the collection of claims in its own name to UNIS, at the conclusion of the Agreement.
- 11.5 Without prejudice to its other rights, UNIS is irrevocably authorised by the Other Party, if the Other Party fails to fulfil its obligations towards UNIS, to enter the Other Party's location and to take back the goods owned by UNIS, without any notice of default or judicial intervention being required.
- 11.6 In case of seizure, (temporary) suspension of payments or bankruptcy (or, where appropriate, application of the legislation on debt restructuring for natural persons) the Other Party shall immediately inform the executing bailiff, administrator or curator of UNIS's (proprietary) rights. UNIS must be informed of such circumstance without delay.

Article 12. Termination of the Agreement

- 12.1 The Other Party shall in no event be entitled to cancel the Agreement unilaterally. Interim termination of the Agreement is only possible if this has been explicitly agreed between the parties.
- 12.2 If the Other Party has already received deliveries or services at the time of the termination of the Agreement in the execution of the Agreement, the performance and the related payment obligation shall not be reversible. In addition, the Other Party shall be obliged to accept parts and/or materials already ordered by UNIS. In such a case, UNIS shall also be entitled to require the Other Party to reimburse the profits lost by UNIS.

Article 13. Liability

- 13.1 UNIS shall – except in cases of intent and/or gross negligence on its side – not be liable other than to comply with its warranty obligations (as described in article 10).
- 13.2 In addition, UNIS shall not be liable for damage to (parts of) the industrial electronics due to:
- Incorrect adjustment, misuse, intent or serious negligence on the part of the Other Party;
 - Normal wear and tear;
 - Late replacement of parts and/or overdue maintenance;
 - Climatic influences, such as (but not limited to) lightning, water damage, pollution, corrosion, gases and vapours.

- 13.3 The Other Party is obliged to indemnify UNIS and its staff in respect of all claims by third parties and all the related financial implications associated with the Agreement concluded by UNIS with the Other Party, including infringement of patents, trademarks or rights of use, trade models and/or other rights of third parties, unless there is intent or gross negligence on the part of UNIS.
- 13.4 If UNIS should be liable for any damage, then its liability is always limited to compensation for direct damage and up to a maximum of the invoice amount of the relevant products and/or services.
- 13.5 UNIS is not liable for indirect damage, including consequential damages, lost profits, lost savings, non-material damage, business or environmental damage or pure property damage.
- 13.6 UNIS shall never be liable to the Other Party for the loss or otherwise damage to information stored on data carriers or information that forms part of software, located in or part of the electronics presented by the Other Party for repair.
- 13.7 Without prejudice to the limitation and exclusion of liability as stated already, UNIS's liability in all cases, regardless of the basis for the liability, shall be limited to the amount for which actual coverage exists under its liability insurance.
- 13.8 Pursuant to this article, UNIS shall be free to decide whether it will offer the Other Party replacement compensation or whether it will proceed with replacement or repair.

Article 14. Suspension and termination of the Agreement

- 14.1 The Other Party shall only be entitled to terminate the Agreement due to a liable failure in the fulfilment of the Agreement if UNIS fails to fulfil essential obligations under the Agreement, always after a detailed written notice of default, and after UNIS was given a reasonable period for remedying the failure.
- 14.2 UNIS may either suspend the execution of the Agreement for a period not exceeding six months, or terminate the Agreement as a whole or in part without notice and without judicial intervention, without being held liable to pay any compensation or guarantee and without prejudice to its other rights, in the following cases:
- If the Other Party doesn't comply, complies late or unsatisfactorily with any of its obligations under the Agreement or a related Agreement with UNIS;
 - If there are good reasons to fear that the Other Party is not or will not be able to meet its obligations to UNIS and has not complied with a written summons by UNIS within the stated period;
 - If, at the conclusion of the Agreement, the Other Party has been asked to provide collateral for the fulfilment of his obligations resulting from the Agreement, and this collateral is not provided or insufficient;
 - In case of bankruptcy, (provisional) suspension of payments, application of legal debt restructuring arrangement for natural persons, suspension, liquidation or transfer, as a whole or in part – whether or not as collateral – (of the company) of the Other Party, including the transfer of a significant part of its receivables.
- During the suspension, UNIS is entitled and at the end thereof, obliged to opt for either execution or complete or partial dissolution of the suspended Agreement.
- 14.3 In the event of suspension or dissolution, the agreed price becomes immediately due and payable, less the terms already complied with, and of the costs saved by UNIS as a result of the suspension.

Article 15. Force Majeure

- 15.1 In case of force majeure, UNIS is entitled – at its discretion – to either suspend the execution of the Agreement for the duration of the force majeure, or to dissolve the Agreement, as a whole or in part, without judicial intervention and without UNIS being liable for any compensation. During the suspension, UNIS is entitled and at the end thereof, obliged to opt for either execution or complete or partial dissolution of the Agreement.
- 15.2 Force majeure means any circumstance independent of the will of UNIS – even though this was foreseeable already at the time of the conclusion of the Agreement – that prevents the performance of the Agreement, either permanently or temporarily or objectionable, as well as, as far as not already understood, war, strike, accidents, flood, short supply of material, equipment, work materials, lack of work forces and other similar events and/or serious disturbances in UNIS's company or that of one of its suppliers. All this applies regardless of whether the circumstances which cause the force majeure occur in the Netherlands or in another country.

Article 16. Expiry

- 16.1 Any right of action against UNIS and third parties involved by UNIS in the implementation of the Agreement, also based on facts that would justify the assertion that the delivered product or service didn't comply with the Agreement, shall in any case expire after one year after the defect was established.

Article 17. Intellectual property

- 17.1 All (information contained in) offers, designs, equipment, models, tools, pictures, software, drawings etc. and the related rights of industrial and intellectual property or the equivalent rights are and remain the property of UNIS, even though the Other Party will be charged for the manufacture thereof. The Other Party will ensure that these will not, be it as a whole or in part, be copied, passed on to third parties or made available for inspection, and that its contents will not be disclosed to third parties, unless prior written permission has been granted by UNIS.
- 17.2 The Other Party shall only obtain the usage rights associated with these General Terms and Conditions and expressly granted by the law. A right to use to the Other Party is non-exclusive, not subject to transfer to third parties and not sublicensable.
- 17.3 UNIS in no way guarantees that the products or services delivered to the Other Party will not infringe on any written or unwritten intellectual and/or industrial property right of third parties.

Article 18. Applicable law and disputes

- 18.1 UNIS reserves the right to change the General Terms and Conditions unilaterally. The Other Party is bound to these changes.
- 18.2 Dutch law is applicable on the legal relationship between UNIS and the Other Party. The applicability of the Vienna Sales Convention and foreign legislation is expressly excluded.
- 18.3 The Dutch text of the General Terms and Conditions prevails at all time for the explanation thereof.
- 18.4 All disputes arising out of or associated with the Agreement (or Agreements) and/or these General Terms and Conditions will be subject to the ruling of the competent court in the District of North Netherlands, in Leeuwarden. UNIS shall always be entitled to submit the dispute to the court of the place of business of the Other Party, having jurisdiction as to the substance of the matter.