

General terms and conditions of sale

Version: 04/2024

These General Terms and Conditions apply to the supply of hardware ('Devices') and the supply of consultancy or other services ('Services') by Niko Belgium NV with registered office at Industriepark-West 40, 9100 Sint-Niklaas and with company number 0448.615.694 ("Niko") to you (the 'Customer'). They replace, without exception, all of the Customer's terms and conditions of quotation, acceptance, purchase and/or delivery, even if they stipulate the opposite. By placing an order ('Order'), the Customer automatically accepts these General Terms and Conditions, also for repeat orders, and waives its own terms and conditions.

1. Orders

No contract for the supply of Devices or Services (the 'Contract') between the Customer and Niko exists until Niko has accepted the Order from the Customer in writing or by performance. Every Contract will be governed by these General Terms and Conditions. The Customer may not alter, cancel or reschedule Contracts without Niko's written consent.

Only the references appearing in Niko's catalogues will be considered for Orders. No return of Devices will be accepted without Niko's prior written agreement. In addition, a contribution to the costs of 20 % (twenty per cent) of the selling price will be charged in the event of return.

Niko reserves the right to apply minimum quantities to the Orders that are at least equal to the smallest packing unit.

2. Prices

The prices applying for Devices and Services are those that are valid at the time of placing the Order.

Offers made by Niko are valid for a period of 60 (sixty) calendar days, unless otherwise stated. Prices do not include taxes, duties and other charges or fees, such as fees for special packaging and labelling of the Devices, permits, certificates, customs declarations and registration (collectively 'Additional Charges'). Additional Charges are payable by the Customer.

3. Terms of payment

Niko will raise an invoice for each delivery.

Invoices must be paid, without set-off or deduction, on invoice date, unless Niko has agreed to a different payment term in writing. On any unpaid invoice, Niko can charge (i) interest at 12 % per annum from the due date to the date of payment and (ii) a fixed fee of 10 % of the sum owed with a minimum of 25 euros.

If the Customer fails to make any payment under this Contract, Niko can suspend all deliveries of Devices yet to be made and/or suspend the Services and declare all unpaid invoices immediately due and payable.

4. Delivery and title

Unless otherwise stated by Niko in writing, all deliveries by Niko are CIP (INCOTERMS 2010). Delivery dates given by Niko are merely estimates. Niko is not liable for delays in delivery. Niko reserves the right to make partial deliveries and the Customer will accept these deliveries and pay for the Devices delivered. A delayed delivery of part of an Order does not give the Customer the right to cancel other deliveries.

Notwithstanding the above, all Devices remain the property of Niko until their selling price has been paid in full. Niko reserves the right to reclaim Devices for which payment in full has not yet been made from the person holding the Devices.

Niko reserves the right to deliver Devices that are equivalent to the Devices ordered in terms of price and functionality.

5. Niko's warranty scheme

For Devices, Niko offers four (4) years' warranty from the date of delivery. The invoice date counts as the date of delivery. If there is no invoice, the date of production applies.

This warranty, as Niko chooses, covers the repair, replacement or repayment of a Device, but does not cover any loss or damage or costs associated with the lack of compatibility, including the costs of third parties (who have become involved, whether or not on the instructions of the Customer).

In the event of a lack of compatibility, the Customer must notify Niko thereof in writing not more than two (2) months following discovery of the problem. The Customer must also clearly describe the problem. Without a description of the problem, Niko will only carry out a brief test of the basic functions of the Device.

The warranty conditions do not apply: (i) when the cause of a fault is an incorrect installation, improper or negligent use or incorrect operation or transformation of the Device; (ii) maintenance contrary to the maintenance instructions of the Device; (iii) external cause - a cause that is outside Niko's control and that cannot be attributed to Niko - such as moisture damage, damage due to overstress, etc; (iv) when the cause of the problem is inherent to the normal useful life or service life of the Device, such as a faulty fuse or flat battery that can be replaced by the Customer; (v) in cases in which Niko's liability is excluded, as described in Article 6.

To the extent permitted by law, Niko makes no other warranty, express or implied, such as warranty of merchantability, fitness for a particular purpose, uninterrupted use and non-infringement.

Special Warranty Conditions for Special Orders

The present Special Warranty Conditions apply to the delivery of Special Orders. These are either Appliances modified by the Customer (1), either Appliances modified by Niko at the Customer's request (2), or third parties products modified by Niko at the Customer's request (3).

In case of Special Orders, the following warranty conditions apply.

1. **Modification of the Appliance by the Customer**
In accordance with Article 5 of the General Conditions of Sale, Niko gives no warranty for faults caused by a modification of the Appliance. Niko shall not be responsible and shall on no account be held liable for any loss or damage caused by an Appliance that has been modified by the Customer.
2. **Modification of the Appliance by Niko**
In accordance with article 5 of the General Conditions of Sale, Niko gives a warranty of 4 years from the date of Delivery of the customized Appliances covered by this order.
3. **Modifications of third parties products by Niko**
Notwithstanding Article 5 of the General Conditions of Sale, Niko gives no warranty on customized Appliances covered by this order. This applies as well to adjustments made by Niko to a product of a third party ("the original product"), as to the original product itself.

In accordance with Article 6 of the General Conditions of Sale, Niko shall not be liable for damage caused by products of third parties, including damage caused by the original product.

6. Limitation of liability

Niko is not responsible and cannot under any circumstances be held liable for any form of loss or damage due to:

(a) faults or negligence of the Customer or a third party; (b) products and services of third parties; (c) the faulty functioning or non-functioning of the Internet connection, broadband connection or other service or infrastructure over which Niko has no control; (d) incorrect use of the Devices or Services; (e) brief interruptions in the availability or functioning of the Devices or Services as a result of a technical intervention (such as maintenance); (f) faults in the Devices or Services over which Niko has no control, given the state of knowledge and technology.

To the extent permitted by law, neither Niko nor its employees or agents are liable for any indirect, special, incidental or consequential damage (such as loss of profit or turnover, loss of data, loss of use, repair costs, production costs, reputational damage or loss of customers). To the extent permitted by the applicable legislation, the compensation for damage that the Customer can claim from Niko for direct damage shall never exceed the price of the Device or the Service at issue. If the above limitation of liability is deemed invalid under applicable law, Niko's total liability shall never exceed 50,000 euros or the equivalent thereof.

The Customer will indemnify and defend Niko against any claims based on:

- (i) Niko's compliance with the Customer's designs, specifications or instructions,
- (ii) the modification of a Device by someone other than Niko or
- (iii) the use of Devices in combination with other products.

7. Intellectual Property Rights

The Customer recognises that the intellectual property rights to the Devices and Services belong to or have been licensed to Niko and that Niko or the third-party licensor are the owners of these intellectual property rights.

The Customer is not permitted in any way to reproduce or to alter the hardware, layout, text, files, data, databases, codes, topography, domain name, software (both the binary code and source code), drawings, brand names, logos, images and/or the design without the prior written consent of Niko.

All the intellectual property rights with regard to the software on the Devices and in the Services are and will remain the exclusive property of Niko and/or its suppliers. The software may not be reproduced or copied, not even for internal use by the Customer. Niko's rights apply to all versions and subsequent updates.

The Customer must keep the statements of ownership in the Device, the manuals and the maintenance instructions in good condition and guarantees that it will maintain the confidential nature of the software.

8. Data protection

The personal data provided by the Customer will be processed with a view to the performance of the Contract and customer management and to contact the Customer about sending the Customer advertisements or other commercial or promotional messages (direct marketing) relating to Niko or other companies in the group of which Niko is a member or their business partners. Niko Belgium NV with registered office at Industriepark-West 40, 9100 Sint-Niklaas and with company number 0448.615.694, is the organisation responsible for processing the data. The personal data may be transferred to other companies in the group of which Niko is a member or to business partners of Niko.

In addition, all the data provided by the Customer is open to data mining by Niko on an anonymous basis.

The legal right of access, correction and objection to use for direct marketing may be exercised by submitting a written, signed and dated request to this effect, together with a copy of the identity card, to Niko at the address stated above or by e-mail to sales.be@niko.eu.

9. Matters over which Niko has no control

Niko is not liable for the non-fulfilment of its obligations under this Contract for reasons outside its reasonable control (for example: natural disasters, acts or omissions of the Customer, operational disruptions, man-made or natural disasters, epidemic medical crises, material scarcity, strikes, criminal acts, delivery or transport delays or the impossibility of obtaining labour or materials from the regular sources).

10. Financial guarantees

If Niko believes that there are problems with the Customer's creditworthiness, Niko has the right to suspend the Contract as a whole or in part and to demand additional guarantees. If the Customer refuses to give these guarantees, Niko has the right to cancel the Contract as a whole or in part, without prejudice to Niko's right to claim compensation.

11. General

The contractual relationship between the Customer and Niko will be governed exclusively by Belgian law. Any dispute about the interpretation and the application of these terms and conditions falls under the exclusive jurisdiction of the courts of Dendermonde (Belgium).

If explicitly indicated by a Niko affiliate, these Terms and Conditions apply to the delivery of Devices and the provision of Services by that Niko affiliate.

