

## **General Terms of Sale and Delivery of Rotaid (Trisult Holding B.V., Trisult B.V., Trisult North America B.V. and Rotaid247 B.V.)**

### **1 Applicability**

1. These general terms exclusively govern all offers made by Rotaid, all orders accepted by Rotaid and their execution, and all other undertakings with Rotaid as a supplier. The applicability of the general terms of the customer, of any designation whatsoever, is hereby expressly rejected.
2. Deviations from these general terms may only be agreed in writing, and shall only be deemed to be valid if expressly confirmed in writing by Rotaid.
3. In these general terms "customer" shall also mean its representative(s), authorized agent(s), and successor(s) or assign(s) under a universal or particular title.
4. Should a provision or part of a provision of these general terms be or become ineffective, this shall have no effect on the validity of the remaining provisions.

### **2 Offers**

1. All of Rotaid's offers are made free of any obligation. If a time limit is not indicated, offers made by Rotaid are valid for a period of 30 days.
2. Rotaid is not liable for errors and deviations in illustrations, drawings, manuals, brochures and/or other specifications occurring in offers and/or order confirmations, seeing as the aforementioned have been solely provided as indications.
3. All offers shall be submitted free of charge, unless otherwise agreed. The aforementioned remain the property of Rotaid and may be claimed back by Rotaid at all times. The aforementioned documents, samples etc. may not be copied or reproduced in any way whatsoever, imitated, publicized, displayed or handed over to third parties, without the prior written consent of Rotaid.

### **3 Conclusion and Amendment Agreements**

1. Rotaid shall only be bound to an order as from the moment it has confirmed the order in writing to customer, or as from the moment it has made a start with the execution of the order.
2. In respect of proof of the contents of the order, the order confirmations and/or the administrative information of Rotaid, including the invoice relating to the order, shall be deemed to fully and correctly convey the agreement.

### **4 Prices**

1. All prices are quoted exclusive of VAT and, unless otherwise agreed or indicated by Rotaid, exclusive of the costs of transportation and all other indirect costs.
2. In the event of demonstrable changes in the prices charged by the supplier of Rotaid to Rotaid, and/or demonstrable changes in other cost price determining factors, such as energy costs, environmental costs, materials, wages, taxes, duties, charges, exchange rates, cargoes and suchlike, after offer or conclusion of the agreement, Rotaid may accordingly change the agreed prices in accordance with the applicable legal provisions, irrespective of whether the change was foreseeable or not for Rotaid during the conclusion of the agreement. The aforementioned change does not entitle the customer to terminate the agreement. Each following invoice issued by Rotaid shall be based on the changed prices.

### **5 Delivery**

1. Customer is obliged to accept delivery of the goods offered by Rotaid for delivery within the time limit indicated by Rotaid.
2. In case delivery at place is agreed, is customer obliged to make sure Rotaid can deliver the products without hindrance and without risks
3. If due to a refusal to accept delivery the order after completion must be stored by Rotaid, in part or in whole, all costs incurred shall be charged to the customer.
4. A delivery time indicated by Rotaid shall never be deemed to be a deadline, unless expressly agreed otherwise in writing.
5. Customer may only terminate the agreement if a delivery time has been expressly agreed as a deadline in writing, and Rotaid has failed to deliver the goods ordered within this time limit, however only after Rotaid has received notice of default sent by registered mail in which it is given a reasonable time limit within which it may as yet comply with its obligation to deliver.
6. A delivery time shall firstly take effect after the agreement has been concluded, all information necessary for the execution thereof are in possession of Rotaid and any advance payments agreed have been made.
7. In the event of non-timely delivery due to force majeure on the part of Rotaid, contrary to the provision laid down in paragraph 3 of this article, the provision in article 11 concerning force majeure shall apply.
8. Rotaid reserves the right to deviate from the quantity ordered by up to 10%.

### **6 Use of Portal**

1. Rotaid provides a dashboard and can activate accounts for customers. Rotaid can deactivate any and all accounts at its own discretion.
2. Rotaid accepts no responsibility for data that is provided by its customer, whether it is directly entered in the portal or through employees of Rotaid.
3. It is the sole responsibility of the customer to act on information given by or through the portal.
4. Rotaid has no responsibility for the network connection, power outages or other external causes of possible failures.
5. Rotaid has no responsibility for changes made by AED manufacturers or other third parties that affect the working of the connected Rotaid cabinet.

### **7 Warranty**

1. Rotaid warrants that the design, the composition and the quality of the goods, which must be delivered on the basis of the order, comply in all respects with the applicable requirements laid down in laws and/or other government provisions, in force at the time of the conclusion of the agreement.
2. Claim to warranty shall immediately expire in the following cases:
  - a. If the installation of the Rotaid Cabinet is not according to instruction manual or not performed by qualified and certified staff;
  - b. If customer or one of its suppliers has repaired a fault or has had a fault repaired without the express and prior consent of Rotaid;
  - c. if customer does not promptly comply with its payment obligations to Rotaid, which warranty after full payment is retroactively revived;
  - d. if customer or one of its suppliers uses the goods contrary to the operating instructions provided, or otherwise makes a mistake when using the goods, such as not using

- e. the goods in accordance with the purpose given thereto by Rotaid;
  - e. if customer or one of its suppliers has made alterations or has had alterations made to the goods delivered.
2. The liability of Rotaid pursuant to paragraphs 1 and 2 is limited to the repair of faults in materials or workmanship, which have arisen within a period of 6 months as from the offer of delivery as referred to in the first paragraph of article 6 - insofar as is reasonably possible - or replacement, at the option and expense of Rotaid, all this up to a maximum of the invoice value of the goods concerned. If in respect of the execution of its obligations Rotaid has obtained goods from third parties, it shall provide a maximum warranty for those goods equivalent to the warranty, which these third parties offer Rotaid.

### **8 Inspection and Claims**

1. After acceptance of delivery customer is obliged to immediately inspect the goods delivered for sort, quantity, measurements, manufacturing and/or material faults.
2. Goods may only be returned to Rotaid with the prior consent of Rotaid, and provided the aforementioned goods are sent free of charge.
3. The consideration of claims and complaints is without prejudice to the payment obligations of customers.
4. Visible damage to goods or packaging thereof must be filled out on the relevant freight documents (e.g. CMR) by customer and claims thereabouts must be submitted in writing by customer within 5 days after receipt of the aforementioned goods stating the nature and scope of the damage, failing which the right to claim shall expire.
5. All other claims must be submitted in writing by customer within 30 days after receipt of the products and/or services delivered by Rotaid stating the nature and scope of the complaints, failing which the right to claim shall expire.

### **9 Payment**

1. Unless otherwise agreed in writing, an invoice sent by Rotaid to customer must be paid within 14 days after date of invoice.
2. Customer is not entitled to any discount or set-off, of any designation whatsoever, without the written consent of Rotaid. Payment shall always be deducted from the longest outstanding debt, unless expressly agreed otherwise in writing.
3. If the invoice amount due is not paid by the customer within the time limit stated in paragraph 1, Rotaid is entitled to charge the customer interest per month, or a part thereof, on the total amount outstanding, without notice of default being required, which on an annual basis shall amount to the then current interest rate from the European Central Bank plus 7%.
4. If Rotaid is obliged to give the unpaid invoice or a part thereof for collection to a third party, Rotaid is entitled to claim damages from customer for all judicial and extra judicial costs.
5. The extra judicial shall be fixed at a minimum of 15% of the principle sum, increased by the interest already due, with a minimum of € 500,- excluding VAT, without prejudice to the right of Rotaid to charge the full costs if the aforementioned are higher.
6. In the event customer may make payment in instalments and customer fails to pay one of the instalments, it shall be deemed to be ipso jure in default without any notice of default being required, and the full remaining invoice amount shall become immediately due for payment.

## 10 Suspension end Retention

1. If customer does not pay or does not pay on time, Rotaid shall suspend all related payments to be made by Rotaid to customer, for any designation and any reason whatsoever, until the payments concerned have been as yet made, and in that case Rotaid may also demand prepayments for further deliveries, even though otherwise agreed.
2. Rotaid shall never be obliged to give back materials provided by customer to Rotaid, as long as customer has not complied with all of its obligations to Rotaid, for any reason whatsoever.

## 11 Retention of Title and Transfer

1. All goods delivered and to be delivered by Rotaid to customer shall remain the property of Rotaid until customer has complied with all of its obligations to Rotaid in respect of the preceding and following similar deliveries, additional work carried out or to be carried out by Rotaid, as well as in respect of the claims of Rotaid against customer due to the failure of customer to comply with its undertakings to Rotaid.
2. Customer is obliged to immediately inform Rotaid of claims or attempts by third parties to acquire the authority over goods or to recoup damages from goods, which are the property of Rotaid. Customer is obliged to do everything in its power to protect the property rights of Rotaid.
3. Customer is entitled to sell or use the goods within the framework of its normal business practice, however is not entitled to transfer or charge the goods with a limited security interest or right of undisturbed possession, in any way whatsoever, or otherwise remove the aforementioned goods from the redress of Rotaid.
4. In the event of non-compliance on the part of customer with its obligations stated in this article, Rotaid is entitled, after notice of default however without the interference of the court being required, to take back the goods which by virtue of the retention of title or otherwise are - still - the property of Rotaid. Customer is obliged to indicate to Rotaid the place where the goods are to be found, to identify the goods as the property of Rotaid, and grants Rotaid permission now for in the future to enter - to have entered - the grounds and buildings concerned in order to take back the goods.

## 12 Force Majeure

1. There shall be deemed to be force majeure on the part of Rotaid in the event that compliance with the agreement cannot in all reasonableness be required due to war, danger of war, civil war, riot, war risk, fire, water damage, flood or any other Act of God or decay, theft or embezzlement, strike, sit-in, lockout, import and export restrictions, government measures, defects in machinery, breakdowns in the electricity supply, all this both in the company of Rotaid as in the company of third parties from which it obtains the necessary materials or raw materials, in whole or in part, as well as in the event the suppliers of Rotaid do not deliver, do not deliver on time or make an unsatisfactory delivery of raw materials, semi-manufactured products, means of production and suchlike, as well as in the event of storage or during transport, under its own management or not, and furthermore due to all remaining causes for which Rotaid cannot be held responsible or which are not at the risk of Rotaid.
2. In the event of force majeure Rotaid is entitled at its option to extend the delivery time for the duration of the hindrance, or to terminate the

agreement, without being liable on that account to pay any damages to customer.

3. Rotaid is obliged to indicate in writing its option within 8 days if summoned by customer to do so.
4. If Rotaid has complied in part with its obligations during the occurrence of the force majeure, it is entitled in the interim period to separately invoice the goods delivered or the services carried out, and customer is obliged to pay this invoice as though it were a separate agreement.

## 13 Liability and Exoneration

1. Save pursuant to provisions of statutory law, and save in the event of malicious intent of gross negligence on the part of Rotaid, and save that to which Rotaid may be obliged pursuant to warranties, the liability of Rotaid shall be limited in all events to the maximum amount for which Rotaid in that respect is insured. If there is no insurance cover, for any reason whatsoever, its liability is limited to the invoice amount of the goods, which were damaged, excluding VAT.
2. Rotaid is not liable for damage caused to the person and/or goods of the buyer or third parties by goods originating from Rotaid, irrespective of whether this damage is caused in whole or in part by acts or negligence on the part of the staff of Rotaid. Customer shall indemnify and reimburse Rotaid in the event the latter is claimed against in this respect by a third party and has to compensate the damage on this account.
3. Any further liability, in respect of direct or indirect damage, which has arisen from any cause whatsoever, is excluded.

## 14 Intellectual and/or Industrial Property Rights

1. Rotaid shall be deemed to be designer of all drawings or models (in the sense of the Benelux Drawings and Models Act), and all this irrespective of the question whether the drawings or models have been designed to order or not. Rotaid is entitled to the copyrights to all objects, which it has manufactured.

## 15 Termination

1. If:
  - a. customer does not comply, does not comply on time or correctly with its obligation to Rotaid;
  - b. customer is declared bankrupt or a petition for bankruptcy is filed, applies or has applied for a moratorium of payment, or if it has been granted a -temporary- moratorium of payment;
  - c. attachment has been levied on its property, in part or in whole;
  - d. the court has declared customer legally incompetent or has deprived customer of its freedom;
  - e. customer is dissolved or liquidated, or in the event of a natural person, is deceased;
  - f. customer begins to discontinue, has already discontinued, or transfers its business or an important part thereof, including the contribution of its business to a business to be founded or already established, and customer has not yet complied with all of its obligations to Rotaid,

Rotaid may, solely through the occurrence of one of the aforementioned circumstances, without any warning or notice of default or interference of the court being required, consider the agreement to be terminated, or demand back the delivered goods as its property, or demand in full any amount due to

be paid to it by customer. In addition to this Rotaid may demand damages from customer.

2. In order to be able to exercise the right of Rotaid to take back the goods, customer grants it now for in the future permission to have the grounds and/or buildings entered where the goods are to be found. Customer is obliged to indicate to Rotaid the place where the goods are to be found, and to identify the aforementioned as property of Rotaid.

## 16 Cancellations

1. If customer cancels the order placed in part or in whole, it is obliged to compensate to Rotaid all costs reasonable incurred with a view to the execution of the order (costs of preparation, storage, production of tools, purchase of raw materials and suchlike), and, insofar as Rotaid so desires, to assume the costs of materials and semi-manufactured goods intended for the execution of this order at the prices included by Rotaid in its calculation, all this without prejudice to the right of Rotaid to claim damages in respect of loss of profit and the remaining damage resulting from the termination in question.

## 17 Applicable Law and Competent Court

1. These general terms, and all agreements and undertakings to which the aforementioned terms apply, shall be exclusively governed by Netherlands Law.
2. All disputes arising from or related to an offer, order, agreement or undertaking to which these terms apply, or in respect of the terms or their interpretation and implementation, shall, insofar as is permitted by the statutory provisions, at the option of Rotaid either
  - a. be settled by one or three arbitrators, at the option of Rotaid, to be appointed by the chairman of "Kamer van Koophandel" (Chamber of Commerce) in Venlo, which arbitrators shall determine the rules of procedure, as well as at the bearer of the costs of the arbitration procedure including the costs of the legal advisors, or
  - b. shall be submitted to the competent court of the place of establishment of Rotaid, or the court of the place of residence or establishment of customer.
3. Rotaid shall indicate its option in any way to customer within a reasonable period of time.

## Rotaid

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