

# CHIP ICT B.V. GENERAL SALES TERMS AND CONDITIONS

## 1. Scope

All quotations issued and all orders accepted by **Chip ICT B.V.**, hereinafter referred to as "**Chip ICT**," are subject exclusively to these General Sales Terms and Conditions ("Sales Terms"). Any terms or conditions proposed by the Customer that deviate from, supplement, or contradict these Sales Terms shall be deemed rejected unless expressly accepted in writing by Chip ICT.

## 2. Quotations

All quotations issued by Chip ICT are non-binding and subject to change. Chip ICT may withdraw or amend a quotation at any time prior to written order acceptance. Chip ICT reserves the right to cancel any accepted order if the Customer's creditworthiness becomes unsatisfactory.

## 3. Prices

Prices are based on conditions prevailing at the time of quotation or order acceptance. Chip ICT may adjust prices to account for changes in taxes, import duties, supplier pricing, transportation costs, or exchange rates.

## 4. Delivery

Any delivery dates provided are indicative only and are not guaranteed. Chip ICT shall not be liable for delays or failure to deliver due to circumstances beyond its reasonable control.

## 5. Risk of Loss / Damage in Transit

Risk of loss passes to the Customer upon delivery to the agreed delivery location. Damage or loss during transit must be reported to Chip ICT in writing within two (2) business days of delivery. Non-receipt of goods must be reported within six (6) days of invoice.

## 6. Payment

Unless otherwise agreed in writing, payment is due within fourteen (14) calendar days of the invoice date, provided that the Customer's credit status remains acceptable to Chip ICT. If credit is deemed unsatisfactory, Chip ICT may require pre-payment or may cancel the order. In the event of cancellation due to insufficient credit, the Customer shall pay a cancellation fee equal to ten percent (10%) of the list price of the affected goods.

## 7. Packaging and Transportation Costs

Packaging, shipping, and transportation costs may be invoiced separately unless otherwise agreed in writing.

## 8. Cancellations

Orders may not be cancelled by the Customer except with Chip ICT's prior written consent. If cancellation is accepted, the Customer shall compensate Chip ICT for all costs incurred up to the cancellation date.

### 8.1 Special Product – No Return

Products marked as [Special Product – No Return] in the quotation, order confirmation, or invoice are custom-ordered or specially sourced. These products cannot be canceled or returned under any circumstances unless Chip ICT explicitly confirms otherwise in writing.

## 9. Retention of Title / Ownership of Goods

- a. The goods shall remain the property of Chip ICT until full payment has been received by Chip ICT. The customer shall not pledge, charge, sell, or otherwise encumber the goods prior to full payment.
- b. If the Customer sells the goods before paying for them in full, Chip ICT's ownership rights shall extend to the proceeds of such sale, or to any claims relating thereto, and the customer shall hold such proceeds in trust for Chip ICT and remit them to Chip ICT upon demand.
- c. Customer shall store goods in a manner that identifies them as the property of Chip ICT.

d. Chip ICT may repossess goods if payment is overdue, without waiving any rights to claim the purchase price.

## 10. Warranty

Chip ICT warrants that the goods supplied are free from manufacturing defects under normal use during the applicable warranty period.

a. **Limitation of Warranty.** The warranties provided are limited warranties and do not apply if: the condition of the goods is a result of improper use or the operation of the goods outside the specified environmental conditions; or the condition of the goods is a result of any incident or cause after delivery including but not limited to fire, flood and any attempt of the customer or a third party to repair the goods; or the condition of the goods is a result of modifications made by any other party than Seller's. In all situations involving performance or non-performance of goods furnished hereunder, Customers' remedy shall be repair or replacement by the Seller (at Seller's option) of defective goods if notified in writing by the customer of the defect within the warranty period.

b. **Return of goods.** No goods may be returned without Chip ICT's written consent. When goods are alleged to be not in conformity with the manufacturer's published specification, full details must be given, and credit replacement will not be issued until any defects have been identified and liability therefore accepted by the manufacturer.

c. **Disclaimer of Warranties.** Except for the express warranties stated above, the Seller disclaims all other warranties or conditions whether express or implied in law.

d. Chip ICT shall be liable for data loss only if it is proven to result from Chip ICT's gross negligence or willful misconduct. Furthermore, such liability shall apply only if the Customer has created machine-readable backups at intervals appropriate for the application (at a minimum, once daily), ensuring that the data can be restored with reasonable effort.

### 10.1 Special Product Warranty Claims

For items marked [Special Product – No Return], any warranty or defect claim must be submitted directly to the manufacturer or supplier, according to their warranty terms. Chip ICT does not intermediate or assume responsibility for these claims.

## 11. On-site Services

If Chip ICT provides installation, maintenance, or repair services, such services are governed by the **General Service Terms and Conditions**, which form an integral supplement to these Sales Terms.

## 12. Intellectual Property

The Customer shall notify Chip ICT of any third-party intellectual property claims relating to goods supplied. Chip ICT's liability shall be limited to the extent required by law.

## 13. Export Control

The customer is responsible for compliance with all applicable export regulations. Chip ICT may require pre-payment for export shipments.

## 14. Governing Law and Jurisdiction

These Sales Terms shall be governed by and interpreted in accordance with the laws of the Netherlands. Any disputes shall be submitted exclusively to the competent courts in the Netherlands.