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GENERAL SALES CONDITIONS 2023.

These General Sales Conditions govern the relationship between ON Battery B.V., registered under the Chamber of Commerce with number 61078883, hereinafter referred to as "ON Battery."

1. Applicability

1.1. These General Terms and Conditions apply to all offers, assignments, and agreements made by ON Battery. Any conditions presented by the Buyer are explicitly rejected by ON Battery and are not applicable. Only deviations from these General Terms and Conditions accepted in writing by ON Battery shall be valid.

1.2. ON Battery reserves the right to amend these General Terms and Conditions.

2. Agreement Formation

2.1. All offers made by ON Battery are non-binding, and no rights can be derived from them. An offer expires after 7 days.

2.2. The agreement is established when ON Battery confirms it or commences the execution of the assignment.

2.3. During the fulfillment of the agreement, ON Battery may supply the Buyer with products that may slightly differ from the original products offered, as long as the differences are not substantial.

3. Delivery

3.1. Delivery times provided by ON Battery and/or agreed upon by the parties are approximate. Although ON Battery will make every effort to meet the specified delivery times, it shall not be in default due to the expiration of a delivery time.

3.2. ON Battery may deliver and invoice an order in parts.

3.3. Products shall be considered delivered when they are transferred to the Buyer after transportation or when they are under the Buyer's control.

3.4. If, for any reason, the products are not collected by the Buyer after the expiration of the agreed delivery period, the Buyer shall automatically be in default. ON Battery may then, at its discretion, use, store, or sell the products to a third party at the Buyer's risk and expense. The Buyer shall assume liability for any damage or theft of the goods from the moment of delivery until full payment is made to ON Battery.

3.5. If the Buyer fails to purchase the products within the specified period in Article 5.4 or indicates its refusal to purchase them, ON Battery's delivery obligation shall automatically cease. In addition, the Buyer shall incur an immediately due and payable penalty of 10% of the invoice value of the relevant products, without prejudice to ON Battery's other rights under the agreement or the law. ON Battery shall then have the right to sell the relevant products to a third party under its own terms and conditions.

4. Risk and Ownership

4.1. Ownership of the products transfers to the Buyer when the Buyer has fulfilled all its financial obligations, including payment for any previously received deliveries.

4.2. The Buyer shall promptly inform ON Battery in writing if any third parties assert rights over products that are still owned by ON Battery.

4.3. The Buyer assumes the risk of the products upon delivery.



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5. Price and Price Changes

5.1. The stated prices are in EURO and do not include transport costs, VAT, import duties, other taxes, and government-imposed levies. Unless otherwise agreed in writing, the prices applicable are those in effect on the billing date.

5.2. ON Battery reserves the right to change the prices if there is a change in market conditions or costs after the agreement's conclusion, on which the prices are based.

5.3. Unless otherwise agreed in writing, the Buyer shall make payment to ON Battery in EURO, with 10% of the invoice amount due at the time of ordering and the remaining 90% due on the day of delivery.

5.4. Payment terms are strictly enforced. If the Buyer fails to pay, either in full or on time, the Buyer will be considered in default without the need for a notice of default. In the event of non-payment, the Buyer is liable for the actual costs incurred by ON Battery for legal assistance, both in and out of court. Additionally, interest at a rate of 2.5% per month will be charged on the amount owed by the Buyer to ON Battery from the due date.

5.5. The Buyer is not permitted to suspend payment obligations or offset alleged claims against ON Battery.

5.6. At the first request of ON Battery, the Buyer must provide the necessary security. Failure to do so within the specified period may result in ON Battery suspending its obligations towards the Buyer.

6. Complaints and Returns

6.1. Upon receiving the products, the Buyer shall carefully inspect them to ensure they match the order, packing slip, and are free from visible damage. Any shortages or damages must be reported by the Buyer on the delivery note, invoice, and/or transport documents (or have them documented), as ON Battery may otherwise refuse complaints.

6.2. Any complaints must be submitted to ON Battery in writing within 5 days after the Buyer receives the products. Failure to do so will be deemed as acceptance of the delivered products. Complaints will not be processed if the products have been partially or fully used. Submitting a complaint does not entitle the Buyer to withhold payment.

6.3. Prior to returning a shipment, the Buyer must inform ON Battery. Return shipments must follow ON Battery's specified process. The shipping costs for return shipments will be determined per case and charged at the discretion of ON Battery. Return shipments will only be credited if the products are adequately packaged.

7. Liability

7.1. ON Battery's liability for damage resulting from a deficiency and/or unlawful action is excluded to the extent permitted by applicable law.

7.2. ON Battery's liability is limited to direct damage and, at most, to the amount paid by the Buyer (excluding VAT and transport costs) for the relevant delivery. ON Battery is not liable for immaterial damage, damage due to force majeure, and/or indirect damage, including but not limited to consequential damage, business interruption, damage due to loss of time, loss of data, and/or lost sales or profit.

7.3. Claims based on the agreement and/or unlawful act will become time-barred one year after the delivery of the relevant goods/products.

7.4. The Buyer shall indemnify ON Battery against claims from third parties arising from and/or related to goods supplied by ON Battery.

8. Warranty

8.1. The products supplied are subject to the manufacturer's user manual, installation provisions, and warranty conditions. ON Battery does not provide any additional guarantees.

8.2. ON Battery transfers all warranties mentioned in Article 8.1 to the Buyer for all products sold, to the extent that such warranties are transferable. ON Battery will assist the Buyer as reasonably necessary to exercise their rights under these warranties.

9. Recall

9.1. If ON Battery or the manufacturer of the products initiates a recall, the Buyer must promptly provide ON Battery with all necessary information regarding the supplied products upon the first request. If the Buyer fails, wholly or partially, to provide this information to ON Battery, they will be liable for any damages suffered by ON Battery as a result.



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10. Intellectual Property

10.1. Without prior written consent from ON Battery, the Buyer shall not use the brands, logos, images, words, phrases, or any other intellectual and industrial property rights of ON Battery.

10.2. Unless expressly agreed otherwise in writing, all intellectual and industrial property rights related to the products developed and/or provided during the preparation and/or implementation of the agreement, as well as any information and/or data such as analyses and (technical) documentation, shall exclusively belong to ON Battery or its suppliers.

11. Termination

11.1. ON Battery reserves the right to terminate the agreement without judicial intervention or notice of default, without any obligation to pay damages or compensation, if:

- a) The Buyer fails to fulfill its obligations under the agreement;
- b) The Buyer is declared bankrupt or a bankruptcy petition has been filed;
- c) The Buyer applies for a provisional suspension of payments; and/or
- d) The Buyer loses the power to dispose of its assets or parts thereof due to seizure, placement under guardianship, or any other similar circumstance.

11.2. In such cases, all claims of ON Battery against the Buyer become immediately due and payable.

12. Force Majeure

12.1. In the event of force majeure preventing ON Battery from fulfilling its obligations, ON Battery is entitled to either suspend its obligations until the force majeure ends, or terminate the agreement in whole or in part. The Buyer is not entitled to any compensation or damages in the event of force majeure.

12.2. "Force majeure" refers to any circumstance, cause, or event beyond the control of ON Battery that temporarily or permanently prevents, hinders, or makes the correct, complete, and/or timely fulfillment of obligations unreasonably burdensome. Force majeure also includes force majeure events or non-compliance by a supplier of ON Battery.

13. Miscellaneous

13.1. If any provision of these general terms and conditions is deemed null and void or annulled, the remaining provisions shall remain in effect. The parties shall consult to agree on a new provision that reflects the purpose and intent of the invalidated or annulled provision as closely as possible.

13.2. The Buyer shall maintain confidentiality regarding all information obtained directly or indirectly in connection with the assignment in the broadest sense.

13.3. ON Battery processes personal data in accordance with the General Data Protection Regulation and ON Battery's privacy statement, which can be found at <https://ONBattery.nl>.

13.4. ON Battery may engage third parties in the performance of the agreement, and reasonable costs incurred may be charged to the Buyer.

13.5. The Buyer may not transfer the rights and obligations arising from the agreement to third parties without the written permission of ON Battery.

14. Disputes and Governing Law

14.1. In the event of a dispute between ON Battery and the Buyer, they will make reasonable efforts to resolve it through mutual consultation. If they are unable to reach a resolution within 30 days, either ON Battery or the Buyer may exclusively submit the dispute to the competent court of the Oost-Brabant District Court.

14.2. Dutch law governs all agreements concluded by ON Battery. The Vienna Sales Convention does not apply.