



These Terms and Conditions of Purchase apply to all purchase assignments, purchase orders, and agreements in which Rengineers B.V. ('Client') acts as the purchaser. By accepting the purchase order, the supplier ('Supplier') agrees to these terms and conditions.

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### 1. Delivery time and deviations

- 1.1 The agreed delivery date shall be binding.
- 1.2 In the event of an anticipated delay, the Supplier shall notify the Client in writing without delay.
- 1.3 In the event of late delivery, the Client shall be entitled to:
  - terminate the agreement in whole or in part;
  - arrange for replacement delivery or remedial performance by third parties at the Supplier's expense;
  - claim compensation for damages.

### 2. Delivery, risk and documentation

- 2.1 Delivery shall be made DDP at the Client's location (Incoterms 2020), unless otherwise agreed in writing.
- 2.2 Risk shall transfer only upon acceptance of the goods by the Client. All required documentation, certificates, and test results shall form an integral part of the delivery.

### 3. Inspection and rejection

- 3.1 The Client shall at all times have the right to inspect delivered products or services.
- 3.2 Rejection shall obligate the Supplier to remedy or replace the defective products or services at no cost within a reasonable period.
- 3.3 If the Supplier fails to comply within a reasonable time, the Client shall be entitled to carry out, or have carried out, such remedy or replacement at the Supplier's expense.

### 4. Warranty

- 4.1 The Supplier warrants that the delivery shall be free from defects in materials, design, and workmanship, and shall comply with the agreed specifications and all applicable laws and regulations.
- 4.2 The warranty period shall be at least 12 months from commissioning, but in no event less than 18 months from delivery.
- 4.3 The warranty shall cover all associated costs, including transport, disassembly, reassembly, and testing.

### 5. Prices and payment

- 5.1 Prices are fixed, exclusive of VAT, and inclusive of packaging and transport.
- 5.2 Unless otherwise agreed, payment shall be made within 45 days of receipt of a correct invoice and approval of the delivery.
- 5.3 Invoices shall be submitted electronically and must include the purchase order number; missing information may justify suspension of payment.
- 5.4 The Client is entitled to set off any outstanding amounts against claims against the Supplier.

### 6. Liability and insurance

- 6.1 The Supplier shall be liable for all direct damages resulting from a failure to perform its obligations.
- 6.2 Liability for indirect damages is excluded, unless there is intent or gross negligence.
- 6.3 The Supplier shall indemnify the Client against third-party claims arising from errors or defects in the delivered goods or services.
- 6.4 The Supplier maintains adequate general liability insurance and shall, upon request, provide copies of the insurance policy and proof of premium payments.

### 7. Intellectual property and documentation

- 7.1 All materials, data, and documentation provided by the Client shall remain the property of the Client.
- 7.2 Any intellectual property rights arising during or as a result of the performance of the assignment shall vest in the Client, unless otherwise agreed in writing.
- 7.3 The Supplier warrants that the delivery does not infringe any third-party rights and shall indemnify the Client against any related claims.

### 8. Confidentiality

- 8.1 All information obtained by the Supplier in the course of the assignment shall be treated as confidential.
- 8.2 The Supplier shall use such information solely for the performance of the agreement. This obligation shall survive the termination or expiration of the agreement.

### 9. Force majeure

- 9.1 In the event of force majeure, the Supplier shall notify the Client immediately in writing.
- 9.2 In the event of a force majeure situation lasting longer than 14 days, the Client shall be entitled to terminate the agreement without any liability for damages.

### 10. Termination

The Client may terminate the agreement in whole or in part if:

- a. the Supplier fails to fulfil its obligations;
- b. suspension of payments, bankruptcy, or liquidation of the Supplier is filed for;
- c. the Supplier comes under the control of a third party that is a competitor of the Client.

### 11. Governing law and disputes

- 11.1 These terms and conditions shall be governed exclusively by Dutch law.
- 11.2 Disputes shall preferably be resolved through mutual consultation; if this is not successful, the dispute shall be submitted to the competent court in the district where the Client is established.