

## **Antec Scientific**

### **General Terms and Conditions of Sale**

The following terms and conditions apply to every order received by Antec Scientific (hereinafter 'Antec') and every delivery of goods. This holds as well in case of contradictory buying conditions of the purchaser (hereinafter 'Customer'). Exceptions are only valid when confirmed by Antec in writing.

Definitions: "Goods" are materials, repair services and documentation supplied to fulfil the order requirements. "Sitework" shall include without limitation, field commissioning, start-up, installation supervision, training, or consultation services furnished by the Antec.

#### **1. Orders - Customer's terms and conditions**

Notwithstanding any terms or conditions on Customer's order, Antec's performance of any contract is expressly made conditional on Customer's acceptance of, and agreement to Antec's General Terms and Conditions of Sale. Commencement of performance and/or shipment shall be for Customer's convenience only and shall not be deemed or construed to be acceptance of Customer's terms and conditions, or any of them. Ordering of any product or service from Antec by the Customer shall be deemed as acceptance of the General Terms and Conditions stated herein.

#### **2. Prices and quotations**

Antec's prices and quotations are subject to the following:  
a) All published prices are subject to change without notice, and shall be exclusive of transportation, packing, insurance, any kind of taxes, custom fees, duties or other related charges. Antec shall try to publish price changes as early as possible. b) Invoicing is according to list prices in effect at date of order or according to respective price quotation. c) Quotations expire sixty (60) days after date of letter/telefax/e-mail, unless otherwise stated in writing by Antec.

#### **3a. Terms of payment**

All payments on approved credit accounts shall be due upon shipment and fulfilled within thirty (30) days from date of invoice, unless credit is granted. Partial shipments will be billed as made and payments therefore are subject to terms of payment. Date of payment is the clearance date of the receiving Dutch bank or the Postal Check Account of Antec. A monthly service charge of 1.5% may be charged on amounts owed by Customer to Antec that

have not been paid within 30 days of invoice date, subject to maximum amount permitted by law. Undisputed balances over sixty (60) days: All shipments to Customer of any product will be on hold till payment is received, for all open undisputed balances at Antec's bank/postal account.

#### **3b. Ownership**

The ownership of the goods shall remain with Antec until payment in full for all our claims resulting from our business relation is received. In case of improper treatment of the goods or in case of default Antec may demand the return of the delivered goods. This demand entails resignation of the contract only if Antec declares it explicitly. Resellers are allowed to sell the goods to third parties in due course of the business. The Customer herewith assigns his resale claims against third parties to Antec.

#### **4. Delivery and transport**

All deliveries of Antec are Ex Works Alphen a/d Rijn, The Netherlands and all transportation costs shall be at the expense of the Customer. Regular freight expenses, cheapest way or courier service, are prepaid by Antec and added to the invoice. Full insurable values shall be declared and the resultant insurance premiums are prepaid by Antec and added to the invoice, unless otherwise specified by Customer.

Alternatively deliveries can be made at Customer's account with courier service with air freight expenses collect at destination, and insurance for all risks of transportation to be covered by Customer. On demand we may arrange special deliveries.

#### **5a. Performance, acceptance and warranty**

Antec warrants, to its original customer only, that Goods manufactured by Antec are free from defects in material and workmanship for the lesser of 12 months from date of start-up or 14 months from date of shipment. If a failure to conform to specifications or a defect in materials or workmanship is discovered within this period, Antec must promptly be notified in writing, which notification, in any event must be received no later than 15 months from the date of shipment. Within a reasonable time after such notification, Antec will supply at no cost to Customer all parts, components and subassemblies required for the service of any of the parts found not to be in compliance with the published specifications. Antec will also supply at no cost to Customer components and subassemblies

required for the repair of defective Goods in which the defect occurred during the warranty period. If repairs required are, in Antec's opinion too expensive or too difficult to accomplish, defective Goods may be returned to Antec at Customer's expense for repair or replacement. Antec shall promptly repair or replace such Goods and return them to Customer at Antec's expense. Excluded from the described provisions are consumables and parts subject to normal wear and tear. THE ABOVE ARE THE CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.

Antec does not warrant: (a) defects caused by failure to provide a suitable installation environment for the product, (b) damage caused by use of the product for purposes other than those for which it was purchased, (c) damage caused by disasters such as fire, flood, wind, and lightning, (d) damage caused by unauthorized attachments or modification, (e) any other abuse or misuse by the Customer, including improper installation. THE FOREGOING LIMITED WARRANTIES AND REMEDIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REMEDIES. IN NO CASE SHALL ANTEC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS, INJURY TO PROPERTY AND, UNLESS PRECLUDED UNDER APPLICABLE LAW, BODILY AND PERSONAL INJURY.

Antec warrants that services will be performed in accordance with good industry principles and practices. Antec will ensure that personnel performing services will have the ability and experience for proper, efficient, and professional performance.

#### **5b. Warranty on resale products**

Resale products are Goods (that are sold with Antec's Goods) which are not manufactured by Antec and which are supplied as an accommodation to Customer. Antec's responsibility for resale products is limited to reasonable commercial effort to arrange for procurement and shipping.

Unless otherwise agreed, all prices are F.C.A. resale product manufacturer's factory. Standard documentation shall be only as supplied by the resale product manufacturer.

ANTEC MAKES NO WARRANTY FOR RESALE PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLE WARRANTY SHALL BE THAT OF THE RESALE PRODUCT MANUFACTURER.

Customer agrees that Antec has no liability for resale products beyond the services within Antec's direct control necessary to reasonably discharge the above stated responsibility and that Antec shall not be liable for delays caused by resale product manufacturer. Customer further agrees that Customer's SOLE AND EXCLUSIVE REMEDY for Antec's breach of the stated responsibility shall be limited to the difference between the resale product manufacturer's price to Antec and Antec's price to Customer for resale products in such breach.

#### **5c. Limitation of Liability**

Antec's total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in the Goods, services, software, documentation, or Sitework supplied under this Agreement, shall in no event exceed the purchase price of the applicable item(s).

#### **6. Place of jurisdiction**

Place of implementation and jurisdiction for both parties shall be The Netherlands. All disputes arising in connection with the General Terms and Conditions of Sale shall be finally settled in accordance with the arbitration rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut). The place of arbitration shall be Leiden, the Netherlands. The arbitral procedure shall be conducted in the Dutch or English language. These General Terms and Conditions of Sale are subject to change at short notice. Filed with the Chamber of Commerce Rijnland under number 28051415.

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Antec and Antec Scientific are legal trade names of Antec Leyden BV