

GENERAL TERMS AND CONDITIONS RADA NETWORKS B.V.

Version 1.0 – October 2026 (English translation of the Dutch "Algemene Voorwaarden"; in the event of any discrepancy the Dutch text prevails, see Article 3.9)

Applicable to radanetworks.com, serverkastdirect.nl, patchkastdirect.nl and all other webshops operated by RADA Networks B.V. You purchase from and contract with RADA Networks B.V.

Reading guide. These General Terms and Conditions consist of three parts. Part A applies to all customers. Part B contains additional provisions that apply to Consumers only. Part C contains additional provisions that apply to Business Customers only. In the event of a conflict between Part A and Part B or Part C, the provision in Part B or Part C prevails. For Consumers the following also applies: where a provision conflicts with mandatory consumer law, the law prevails and the Consumer may always rely on the statutory rules or on the provision that is most favourable to him.

PART A – GENERAL PROVISIONS (ALL CUSTOMERS)

Article 1 – Definitions

- 1.1 In these General Terms and Conditions the following capitalised terms have the meaning set out below:
- **RADA:** RADA Networks B.V., having its registered office in Amsterdam and registered with the Dutch Chamber of Commerce under number 42126772, trading among other names as serverkastdirect.nl, patchkastdirect.nl and radanetworks.com.
 - **Webshop:** any website, webshop or other online sales environment operated by RADA, including serverkastdirect.nl, patchkastdirect.nl and radanetworks.com, including all associated (sub)domains and country or language versions.
 - **Customer:** any natural person or legal entity that enters into an Agreement with RADA, places an order, requests a quotation or registers in the Webshop. A Customer is either a Consumer or a Business Customer.
 - **Consumer:** a Customer who is a natural person acting for purposes outside his trade, business, craft or profession.
 - **Business Customer:** any Customer who is not a Consumer, including legal entities, businesses, institutions, public bodies and natural persons acting in the course of a profession or business.
 - **Agreement:** any agreement between RADA and the Customer, regardless of how it is concluded (via the Webshop, by e-mail, by telephone, on the basis of a quotation or otherwise), including all amendments and additions to it.
 - **Products:** all goods offered or supplied by RADA, including server and network (patch) cabinets, racks, accessories, cabling and network equipment, as well as related services such as assembly, configuration or transport.
 - **Withdrawal Period:** the period within which the Consumer may exercise his Right of Withdrawal.
 - **Right of Withdrawal:** the statutory right of the Consumer to cancel a distance Agreement within the Withdrawal Period without giving reasons.
 - **In Writing:** by letter, by e-mail or via another electronic channel offered by RADA, provided the identity of the sender and the content of the message are sufficiently established.
 - **Business Day:** Monday to Friday, excluding public holidays recognised in the Netherlands.
 - **Day:** calendar day.
 - **General Terms and Conditions:** these general terms and conditions, including Annex I.

Article 2 – Identity of RADA

Name	RADA Networks B.V.
Trade names	serverkastdirect.nl, patchkastdirect.nl, radanetworks.com
Registered address	Haringbuisdijk 757, 1086 VA Amsterdam, the Netherlands
E-mail	info@radanetworks.com
Telephone	+31 (0)6 51 42 99 99, available on Business Days from 08:00 to 17:00 (CET)
Chamber of Commerce no.	42126772
VAT identification no.	NL869845494B01

- 2.1 Serverkastdirect.nl, patchkastdirect.nl and radanetworks.com are webshops and trade names of RADA Networks B.V.; the Agreement is concluded with RADA Networks B.V. The registered address is an office address and not a shop, visiting or collection address. Returns are accepted only at the return address that RADA specifies when confirming the return (see Articles 15.5 and 24).

Article 3 – Applicability

- 3.1 These General Terms and Conditions apply to every offer, every quotation and every Agreement of RADA, to all orders placed via the Webshop or by any other means, and to all deliveries and other legal relationships between RADA and the Customer.
- 3.2 Before the Agreement is concluded, the text of these General Terms and Conditions is made available to the Customer electronically in such a way that the Customer can easily store it on a durable medium. The General Terms and Conditions can be consulted and downloaded at any time via the Webshop and will be sent free of charge on request.
- 3.3 The applicability of any general (purchasing) terms and conditions of the Customer is expressly rejected, even if the Customer refers to them in an order, order confirmation or other communication.
- 3.4 Deviations from or additions to these General Terms and Conditions are valid only if confirmed In Writing by RADA, and then only for the Agreement for which they were agreed.
- 3.5 If specific product, warranty or service conditions apply in addition to these General Terms and Conditions, those apply supplementarily. In the event of a conflict, a Consumer may always rely on the provision that is most favourable to him.
- 3.6 If any provision of these General Terms and Conditions is void, is annulled or otherwise proves unenforceable, the remaining provisions remain in full force. The unenforceable provision is deemed to be replaced by a valid provision that comes as close as possible to its original intent.
- 3.7 A Customer who provides a company name, Chamber of Commerce number or VAT number, uses a business delivery address or otherwise indicates that he is acting in the course of a profession or business is treated by RADA as a Business Customer, unless the Customer expressly states before the Agreement is concluded that he is acting as a Consumer.
- 3.8 RADA may amend these General Terms and Conditions. The version in force at the time an Agreement is concluded applies to that Agreement.
- 3.9 These General Terms and Conditions have been drawn up in the Dutch language. In the event of any discrepancy between the Dutch text and a translation, the Dutch text prevails.

Article 4 – Offers, prices and product information

- 4.1 Prices in the Webshop are shown including and/or excluding VAT. For Consumers the price including VAT is decisive; for Business Customers the price excluding VAT. Shipping, transport and any assembly or payment costs are stated separately before the Agreement is concluded.
- 4.2 All prices and product information are subject to obvious programming, printing and typing errors. RADA is not obliged to deliver at an obviously incorrect price and is not liable for the consequences of obvious errors.
- 4.3 Images, drawings, dimensions, weights, colours (including RAL colours), load capacities and other specifications in the Webshop, quotations and documentation are shown as accurately as possible but are indicative. Minor deviations that are customary in the industry or result from production tolerances (including dimensional deviations of a few millimetres, colour nuances between production batches and differences caused by screen settings) and that do not affect the functionality of the Product do not constitute a shortcoming and give no right to termination, price reduction or damages.
- 4.4 The cabinet dimensions stated in the Webshop are external dimensions unless stated otherwise. The usable mounting depth and width are smaller than the external dimensions (among other things because of doors, panels, mounting profiles and cable ducts). The Customer is responsible for checking whether the Product is suitable for his application, including the required mounting dimensions of the equipment to be installed, the dimensions of doors, corridors, stairs and lifts at the place of destination, and the load capacity of floors and walls.
- 4.5 Advice and information provided by RADA (by telephone, chat, e-mail or via configuration tools) regarding suitability, compatibility or configuration is given to the best of RADA's knowledge on the basis of the information supplied by the Customer, but is non-binding. RADA does not warrant that a Product is suitable for a particular use intended by the Customer unless RADA has expressly confirmed that particular use In Writing.
- 4.6 Offers and promotions apply while stocks last and for the stated period. Discount codes cannot be exchanged for cash, may be used once per order, cannot be combined with other promotions unless stated otherwise, and may be withdrawn by RADA in the event of misuse.
- 4.7 RADA may change Products and specifications or remove Products from its range. An Agreement already concluded is not affected, provided that RADA may offer an at least equivalent alternative, which the Customer may refuse free of charge.

Article 5 – Conclusion of the Agreement and account

- 5.1 The Agreement is concluded when RADA confirms the Customer's order In Writing (order confirmation) or, if earlier, when RADA starts performing it. The automatic e-mail in which RADA confirms receipt of an order serves only as an acknowledgement of receipt and not as acceptance, unless it expressly states otherwise.
- 5.2 RADA may, within 3 Business Days after the acknowledgement of receipt, refuse an order stating its reasons or attach special conditions to its performance, such as advance payment or a different delivery period, for example in case of doubt about the Customer's creditworthiness, an obvious error in the offer, unavailability of the Product or a suspicion of misuse or fraud. Any amounts already paid will in that case be refunded within 14 Days.
- 5.3 RADA may, within the limits of the law, investigate whether the Customer is able to meet his payment obligations and whether there are other facts or circumstances relevant to responsibly entering into the Agreement.
- 5.4 The Customer warrants the accuracy and completeness of the data he provides, including the delivery address and contact details. Costs and damage resulting from incorrect or incomplete data are for the Customer's account.

- 5.5 The Customer may create an account in the Webshop. The Customer keeps his login details confidential and is responsible for all actions performed via his account, unless the misuse is attributable to RADA. In the event of (suspected) misuse, the Customer changes his password without delay and informs RADA.
- 5.6 RADA may engage third parties for the performance of the Agreement, including logistics service providers, carriers, assembly partners and suppliers that ship Products directly to the Customer (drop shipping). In that case too, RADA remains the Customer's contracting party.
- 5.7 If a Product is no longer available after the Agreement has been concluded, RADA informs the Customer as soon as possible and offers an equivalent alternative or refunds the amount already paid for that Product within 14 Days.

Article 6 - Delivery, transport and risk

- 6.1 Delivery takes place at the delivery address specified by the Customer. Delivery is made to the first door on the ground floor of that address or, for pallet shipments, to the kerbside or the nearest paved, level location accessible to a truck. Vertical transport, carrying inside, to an upper floor or over thresholds, stairs or unpaved ground, as well as unpacking, positioning and connecting Products, are not included unless agreed In Writing as an additional service.
- 6.2 The Customer ensures that the delivery address is properly accessible on the agreed day and time for the vehicle used by the carrier (including sufficient clearance height and width, no access or parking restrictions) and that someone is present who can immediately take receipt of the shipment and sign for it.
- 6.3 RADA states an (expected) delivery period in the Webshop or in the order confirmation. Products available from stock are usually shipped within 2 Business Days after receipt of payment. If no delivery period is stated, RADA delivers no later than 30 Days after the Agreement is concluded. Article 18 applies additionally to Consumers; Article 22 to Business Customers.
- 6.4 RADA may deliver in instalments and invoice partial deliveries separately, without this resulting in additional shipping costs for the Customer.
- 6.5 Pallet shipments and shipments of large or heavy Products are delivered on a day agreed with the Customer or after prior notice from the carrier. RADA and the carrier may use the Customer's telephone number and e-mail address for this purpose.
- 6.6 If a shipment cannot be delivered for a reason attributable to the Customer (for example because no one is present on the agreed day, the address is not accessible or the shipment is refused), the actual additional costs of a new delivery attempt, of storage and of any return transport are for the Customer's account.
- 6.7 The risk of damage to or loss of the Products passes to the Customer when the Products have been delivered to the Customer or to a third party designated by the Customer (other than the carrier). If the Customer himself opts for delivery to a collection point, the risk passes when the Customer takes receipt of the shipment at the collection point. Article 23 applies additionally to Business Customers.
- 6.8 On delivery the Customer checks the number of packages and the external condition of the packaging. The Customer preferably notes visible transport damage or missing packages directly on the carrier's consignment note or proof of delivery and reports it to RADA In Writing as soon as possible, with photographs, so that RADA can recover the damage from the carrier. For Consumers, failure to note damage does not affect their statutory rights; for Business Customers Article 23 applies.
- 6.9 The product page states whether a cabinet is delivered assembled or as a flat-pack kit. For a kit, the Customer carries out the assembly himself in accordance with the instructions supplied or available online.

- 6.10 RADA delivers to the countries stated in the Webshop. Import duties, taxes and levies in a country of destination outside the European Union are for the Customer's account.

Article 7 – Payment

- 7.1 Payment is made via the payment methods offered in the ordering process. RADA is free to choose the payment methods offered and may change them. Unless agreed otherwise, the Customer pays before shipment.
- 7.2 For payment after delivery or on invoice, a payment term of 14 Days from the invoice date applies, unless agreed otherwise In Writing.
- 7.3 To the extent permitted by law, RADA may charge a contribution to payment costs for certain payment methods, provided this is stated before the order is completed and – for Consumers – does not exceed the actual costs RADA incurs for that payment method.
- 7.4 Payments are first applied to costs due, then to accrued interest and finally to the principal sum and current interest.
- 7.5 Article 19 applies additionally to Consumers; Article 27 to Business Customers.

Article 8 – Retention of title

- 8.1 All Products delivered by RADA remain the property of RADA until the Customer has paid in full all claims of RADA under the Agreement and under earlier or later similar agreements, including interest, costs and claims for failure to perform those agreements.
- 8.2 As long as title has not passed to the Customer, the Customer may not pledge, encumber or transfer the Products to third parties, other than – for Business Customers – in the ordinary course of business, and shall store the Products carefully and keep them identifiable as RADA's property.
- 8.3 If the Customer fails to meet his payment obligations, or RADA has good reason to fear that he will not, RADA may take back the Products. The Customer grants RADA and third parties designated by RADA access to the place where the Products are located for that purpose. The costs of repossession are for the Customer's account.
- 8.4 Article 28 applies additionally to Business Customers.

Article 9 – Conformity, warranty and complaints

- 9.1 RADA warrants that the Products conform to the Agreement, to the specifications stated in the offer and to reasonable requirements of soundness and usability, and – on the day of delivery – to the applicable statutory provisions and government regulations.
- 9.2 For some Products the manufacturer or importer provides its own (manufacturer's) warranty. A manufacturer's warranty does not affect the statutory rights of the Consumer or RADA's obligations under the Agreement.
- 9.3 There is no shortcoming on the part of RADA, and any warranty does not apply, in the event of:
(a) normal wear and tear; (b) damage or defects resulting from incorrect or improper assembly, installation, storage, loading or use by or on behalf of the Customer, including use contrary to the manual, the assembly instructions or the stated specifications; (c) exceeding the stated maximum (static or dynamic) load capacity of the cabinet or the load capacity of shelves, rails, slides or castors; (d) installation in an unsuitable environment, such as a damp, corrosive or dusty room, outdoor installation of a cabinet not intended for that purpose, or insufficient cooling or ventilation; (e) modifications, repairs or alterations by the Customer or third parties without RADA's consent; (f) inadequate fastening or anchoring to wall or floor, or an unsuitable surface; (g) damage arising after the passing of risk, including damage during transport or relocation by or on behalf of the Customer.

- 9.4 The Customer must submit complaints about Products or services to RADA In Writing as soon as possible and described as fully as possible (with order number, description and photographs or video). RADA responds substantively within 14 Days of receipt or, if that is not possible, with an acknowledgement of receipt and an indication of the period within which a substantive response will follow.
- 9.5 RADA may ask the Customer to make the Product available for assessment or to return it, and gives instructions In Writing for that purpose. Products returned without prior instruction will not be processed. For Consumers: if the complaint is justified, the reasonable costs of return transport are for RADA's account (see also Article 17.4). For Business Customers, Article 25.2 applies.
- 9.6 If the complaint proves unfounded, or the defect was caused by one of the causes listed in Article 9.3, RADA may charge the Customer the reasonable costs of investigation, transport and repair, provided RADA has informed the Customer in advance of these possible costs and the Customer chooses to have the investigation proceed.
- 9.7 Submitting a complaint does not suspend a Business Customer's payment obligation.
- 9.8 Article 17 applies additionally to Consumers; Articles 23 and 25 apply additionally to Business Customers.

Article 10 – Force majeure

- 10.1 RADA is not obliged to perform any obligation if it is prevented from doing so by force majeure. Force majeure means any circumstance beyond RADA's control that temporarily or permanently prevents performance or makes it unreasonably onerous, including in any event: (a) shortcomings, delays or supply problems of manufacturers, suppliers, logistics service providers, carriers or other third parties engaged by RADA; (b) disruptions in (international) transport, including port congestion, container shortages, delay or cancellation of sea freight and customs inspections or delays; (c) import and export restrictions, sanctions, (anti-dumping) duties or other government measures; (d) fire, water damage, natural disasters, epidemics and pandemics, war, terrorism and civil unrest; (e) strikes, occupations and staff shortages; (f) failures of energy, telecommunications and IT facilities, including cyberattacks and outages of the Webshop or payment systems; (g) extreme weather conditions and traffic or road blockades.
- 10.2 During force majeure RADA's obligations are suspended and RADA may extend the delivery period by the duration of the force majeure. RADA informs the Customer as soon as possible about the force majeure and its expected duration.
- 10.3 If the force majeure lasts longer than 60 Days, either party may terminate the Agreement In Writing in respect of the part not yet performed, without either party being liable to the other for damages. For Consumers, Article 18.2 applies in full in addition. Amounts already paid for Products not delivered are refunded within 14 Days after termination.
- 10.4 If RADA has already partly performed when the force majeure occurs, or can still partly perform, it may invoice that part separately, unless the part already delivered has no independent value.

Article 11 – Intellectual property and use of the Webshop

- 11.1 All intellectual property rights in the Webshop and in the texts, photographs, drawings, product data, configuration tools, software, trademarks and trade names contained in it belong to RADA or its licensors. Without RADA's prior consent In Writing, the Customer may not copy, reproduce, distribute or otherwise use them, other than for the normal use of the Webshop and the placing of orders.
- 11.2 It is not permitted to read out the Webshop or the data contained in it by automated means (scraping), to overload or damage it, or to use it for unlawful purposes.

- 11.3 If Products are provided at the Customer's request with designs, logos or specifications supplied by the Customer, the Customer warrants that this does not infringe the rights of third parties and indemnifies RADA against third-party claims in that respect.

Article 12 – Personal data

- 12.1 RADA processes personal data of the Customer and of the Customer's contact persons in accordance with the General Data Protection Regulation (GDPR) and the privacy statement published in the Webshop.
- 12.2 RADA shares the data necessary for the performance of the Agreement (including name, address, telephone number and e-mail address) with the logistics service providers, carriers, payment service providers and – in the case of drop shipping – suppliers it engages, solely for the performance of the Agreement.
- 12.3 Business Customers warrant that they are authorised to provide the personal data of their employees or contact persons to RADA.

Article 13 – Applicable law and disputes

- 13.1 All offers, Agreements and other legal relationships between RADA and the Customer are governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 13.2 For Consumers residing in a country other than the Netherlands, this choice of law does not affect the protection afforded to them by mandatory provisions of the law of the country in which they reside.
- 13.3 The parties will first attempt to resolve a dispute by mutual consultation. To that end the Customer first contacts RADA's customer service in accordance with Article 9.4.
- 13.4 For the competent court, Article 20 (Consumers) or Article 29 (Business Customers) applies.

Article 14 – Other provisions

- 14.1 Notices from RADA to the Customer may be given electronically to the e-mail address provided by the Customer. The Customer keeps his contact details up to date.
- 14.2 RADA may transfer its rights and obligations under an Agreement with a Business Customer to a group company or to a third party that takes over the relevant activities of RADA; the Business Customer grants its consent to this in advance. In Agreements with Consumers, a transfer takes place only with the Consumer's consent or to the extent permitted by law.
- 14.3 The Customer may not transfer his rights and obligations under the Agreement to third parties without RADA's consent In Writing.
- 14.4 RADA's failure to enforce, or to enforce immediately, any provision does not constitute a waiver of the right to do so later.
- 14.5 These General Terms and Conditions (version 1.0) enter into force on 1 October 2026 and replace all previous versions.

PART B – ADDITIONAL PROVISIONS FOR CONSUMERS

Part B applies to Consumers only, in addition to Part A. In the event of a conflict, Part B prevails over Part A.

Article 15 – Right of Withdrawal (Withdrawal Period)

- 15.1 The Consumer may cancel an Agreement for the purchase of a Product during a Withdrawal Period of 14 Days without giving reasons. RADA may ask the Consumer for the reason for the withdrawal but may not oblige him to state it.
- 15.2 The Withdrawal Period starts on the Day after the Consumer, or a third party designated by him who is not the carrier, has received the Product, or: (a) if the Consumer ordered several Products in one order: the Day on which the Consumer received the last Product; (b) if the delivery of a Product consists of several shipments or parts: the Day on which the Consumer received the last shipment or part.
- 15.3 During the Withdrawal Period the Consumer handles the Product and its packaging with care. He unpacks and uses the Product only to the extent necessary to establish its nature, characteristics and functioning, as he would be allowed to do in a physical shop. (Further) assembling a cabinet delivered as a kit, installing or mounting equipment or accessories, drilling or sawing, fixing to a wall or floor and removing protective film or type plates go beyond what is necessary to establish the nature, characteristics and functioning of the Product.
- 15.4 The Consumer is liable for any diminished value of the Product resulting from handling that goes beyond what is permitted under Article 15.3. RADA may deduct this diminished value from the amount to be refunded.
- 15.5 The Consumer notifies RADA of the withdrawal In Writing within the Withdrawal Period, via the online return form (RMA) in the Webshop, using the model form in Annex I or in another unequivocal manner (for example by e-mail stating the order number). RADA confirms receipt of the withdrawal notice by e-mail without delay and provides the return address and the return instructions.
- 15.6 The Consumer returns the Product as soon as possible, and no later than 14 Days after the withdrawal notice, to the return address specified by RADA, or hands it over to RADA or to the carrier engaged by RADA. The Product is returned with all accessories supplied (including keys, cage nuts, mounting materials and manuals), as far as possible in its original condition and packaging and, for pallet shipments, properly packed and secured on a pallet in accordance with the return instructions provided by RADA. The Consumer keeps proof of shipment. The burden of proof for the correct and timely exercise of the Right of Withdrawal rests with the Consumer.
- 15.7 The direct costs of returning the Product are for the Consumer's account. Products that can be sent by ordinary parcel post are returned by the Consumer at his own expense.
- 15.8 Products that cannot be returned by ordinary post because of their dimensions or weight (such as floor-standing server and network cabinets and other Products delivered on a pallet) can be collected by RADA's carrier at the Consumer's request. The cost of this is estimated at € 75 per pallet for an address in the Netherlands, € 125 for Belgium and € 165 for Luxembourg, and is stated in the Webshop before the Agreement is concluded. This cost is deducted from the refund. The Consumer may also arrange the return transport himself.
- 15.9 RADA refunds all payments received from the Consumer, including any standard delivery costs charged by RADA, within 14 Days after the Day on which RADA received the withdrawal notice. RADA may withhold the refund until it has received the Product or until the Consumer has demonstrated that he has returned the Product, whichever is earlier. If the Consumer opted for a more expensive method of delivery than the cheapest standard delivery, RADA is not obliged to refund the additional costs of that method.
- 15.10 RADA refunds using the same means of payment used by the Consumer, unless the Consumer agrees to a different method. The refund is free of charge for the Consumer.
- 15.11 If the Consumer withdraws from only part of an order, the shipping costs of the original order are not refunded.

- 15.12 If the Consumer refuses to accept a shipment or does not collect it from the collection point, as a result of which the shipment is returned to RADA, this is treated – unless the Consumer indicates otherwise – as a withdrawal. The direct costs of the return shipment are for the Consumer's account pursuant to Article 15.7.
- 15.13 If the Consumer exercises his Right of Withdrawal, all ancillary agreements (such as an agreed assembly or transport service) are terminated by operation of law.

Article 16 – Exclusion of the Right of Withdrawal

- 16.1 The Right of Withdrawal does not apply to: (a) Products made to the Consumer's specifications, which are not prefabricated and which are made on the basis of an individual choice or decision by the Consumer, or which are clearly intended for a specific person – such as cabinets in a non-standard (RAL) colour or with non-standard dimensions, cables cut or assembled to size, and Products provided at the Consumer's request with a logo, print or other modification; (b) sealed Products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery.
- 16.2 RADA clearly states in the offer, before the Agreement is concluded, whether the Right of Withdrawal is excluded for a Product.
- 16.3 Business Customers have no Right of Withdrawal (see Part C).

Article 17 – Statutory warranty (conformity) for Consumers

- 17.1 The Consumer is entitled to a Product that conforms to the Agreement (statutory warranty, Article 7:17 et seq. of the Dutch Civil Code). Article 9 applies insofar as it does not deviate from the law to the detriment of the Consumer; in the event of a conflict, the statutory rules prevail.
- 17.2 The Consumer reports a defect to RADA In Writing within a reasonable time after discovering it. A report within two months of discovery is in any event timely. A prompt report, with photographs of the defect and of the packaging, helps RADA to handle the complaint quickly and to recover any transport damage from the carrier.
- 17.3 If the Product does not conform to the Agreement, the Consumer may demand repair or replacement free of charge, unless repair or replacement is impossible or cannot reasonably be required of RADA, for example because its costs are disproportionate to the alternative remedy. In that case the Consumer may demand a price reduction or, in the case of a non-minor defect, termination of the Agreement. RADA carries out repair or replacement within a reasonable period and without significant inconvenience to the Consumer.
- 17.4 In the case of repair or replacement, the reasonable costs of return transport and of shipping back are for RADA's account, provided the Consumer follows the return instructions given by RADA. RADA may choose to have the Product collected from the Consumer.
- 17.5 Where practically possible, repair may take place by sending a replacement part (such as a door, panel, lock, shelf or set of fastening materials) that the Consumer can easily fit himself, with instructions from RADA. The Consumer cooperates reasonably in this.
- 17.6 If a defect becomes apparent within twelve months of delivery, the Product is presumed not to have conformed to the Agreement at the time of delivery, unless the nature of the Product or of the defect precludes this.
- 17.7 The statutory warranty does not end on expiry of a manufacturer's warranty. If a Product is repaired under the statutory warranty, the extension of the warranty period prescribed by law at that time applies thereafter.
- 17.8 Article 9.6 applies to the Consumer only if RADA has informed the Consumer In Writing in advance about the possible costs and the Consumer has agreed to them.

Article 18 – Delivery, risk and liability (Consumers)

- 18.1 RADA delivers to the Consumer within the period stated in the Webshop or the order confirmation and, failing that, no later than 30 Days after the Agreement is concluded.
- 18.2 If delivery does not take place within that period, the Consumer may set RADA an additional, reasonable period In Writing. If RADA still fails to deliver within that period, the Consumer may terminate the Agreement. No additional period is required if RADA has stated that it will not deliver, or if delivery before a specific date was essential and the Consumer informed RADA of this before the Agreement was concluded. Amounts already paid are refunded within 14 Days after termination.
- 18.3 The risk of damage and loss passes to the Consumer as provided in Article 6.7. If the Consumer has the Product shipped by a carrier chosen by himself that was not offered by RADA, the risk passes when the Product is handed over to that carrier.
- 18.4 RADA is liable to the Consumer for damage that is the direct result of a shortcoming attributable to RADA, in accordance with the law. RADA is not liable for damage caused by the Consumer assembling, installing, loading or using the Product contrary to the manual, the assembly instructions or the stated specifications (including the maximum load capacity), by the installation location, floor or wall being unsuitable, or by the Consumer providing incorrect or incomplete information.
- 18.5 To the extent permitted by law, RADA's liability towards the Consumer is limited to direct damage and to a maximum of the amount the Consumer paid for the Product concerned. This limitation does not apply in the event of intent or deliberate recklessness on the part of RADA or its managers, in the event of damage resulting from death or personal injury, in the event of liability under the statutory rules on product liability, or in other cases in which the law does not permit a limitation.

Article 19 – Payment by Consumers

- 19.1 The Consumer pays via the payment methods offered in the ordering process, in principle before delivery. For payment after delivery or on invoice, a payment term of 14 Days applies, starting on the Day after delivery.
- 19.2 If the Consumer does not pay on time, RADA first sends a free payment reminder giving the Consumer a period of 14 Days to pay, stating the collection costs that will become due if payment is not made. If payment is still not made, the Consumer owes statutory interest on the outstanding amount, as well as extrajudicial collection costs in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs: 15% of the first € 2,500, 10% of the next € 2,500, 5% of the next € 5,000, 1% of the next € 190,000 and 0.5% of the remainder, with a minimum of € 40.
- 19.3 As long as the Consumer has not paid in full, RADA may suspend delivery in the case of advance payment, and the retention of title under Article 8 remains in force.
- 19.4 The Consumer reports inaccuracies in payment details provided or stated to RADA without delay.

Article 20 – Disputes with Consumers

- 20.1 Disputes between RADA and a Consumer are submitted to the competent court in the district of Amsterdam, unless the law mandatorily designates another court. If RADA invokes this clause, the Consumer may, within one month after RADA has notified him of this In Writing, opt to have the dispute settled by the court competent under the law.
- 20.2 RADA is not affiliated with a disputes committee.

PART C – ADDITIONAL PROVISIONS FOR BUSINESS CUSTOMERS

Part C applies to Business Customers only, in addition to Part A. In the event of a conflict, Part C prevails over Part A. Part B does not apply to Business Customers; Business Customers have no Right of Withdrawal.

Article 21 – Quotations, prices and price adjustment

- 21.1 Quotations and offers to Business Customers are without obligation and may be revoked by RADA up to two Business Days after acceptance, unless the quotation expressly states a validity period and its irrevocable nature. Quotations are valid for 30 Days unless stated otherwise.
- 21.2 Prices are exclusive of VAT and exclusive of transport, packaging, assembly and other costs, unless expressly stated otherwise. RADA may apply a minimum order amount or a small-order surcharge, provided this is stated before the Agreement is concluded.
- 21.3 For Products that are not delivered from stock, that are ordered or manufactured specifically for the Business Customer, or whose delivery at the Business Customer's request takes place more than 30 Days after the order confirmation, RADA may increase the agreed price if, after the order confirmation, cost-increasing circumstances beyond its control occur, including changes in exchange rates (in particular EUR/USD and EUR/CNY), sea freight and transport rates, import duties, (anti-dumping) levies, taxes, energy or raw material prices and suppliers' purchase prices. RADA substantiates the increase In Writing. If the increase exceeds 10% of the agreed price, the Business Customer may terminate the relevant part of the Agreement In Writing within 5 Business Days after notification, without any right to damages.
- 21.4 If a Business Customer orders Products available from stock via the Webshop at the price stated there, that price applies; Article 21.3 then applies only to the part of the order placed on backorder.
- 21.5 Obvious errors in quotations, order confirmations, invoices and the Webshop do not bind RADA.
- 21.6 The Business Customer is itself responsible for the suitability of the Products for its intended use and for compliance with the laws and regulations applicable to that use.

Article 22 – Delivery periods, taking delivery and cancellation

- 22.1 Delivery periods stated by RADA are indicative and never constitute a firm deadline, unless expressly agreed otherwise In Writing. Exceeding a delivery period does not entitle the Business Customer to damages, suspension of payment or termination, unless RADA has still not delivered after a notice of default In Writing granting a reasonable period of at least 14 Days. In that case the Business Customer may terminate the Agreement in respect of the undelivered part, without any right to damages.
- 22.2 The delivery period does not start until RADA has received all information required for performance and, if advance payment has been agreed, the payment.
- 22.3 Delivery takes place in accordance with Article 6. For pallet shipments, the Business Customer arranges unloading if the vehicle has no tail lift, and ensures that a person authorised to sign is present to take receipt of the shipment. Carrier waiting time of more than 15 minutes and unsuccessful delivery attempts are charged to the Business Customer at actual cost, with a minimum of € 45 per occurrence.
- 22.4 The Business Customer is obliged to take delivery of the Products when RADA delivers or tenders them. If it refuses or delays taking delivery, RADA may store the Products at the Business Customer's expense and risk at € 3.50 per pallet per week and, after the Products have been in storage for 30 Days, RADA is entitled to terminate the Agreement and dispose of the Products otherwise, without prejudice to its right to compensation for costs and loss of profit.

- 22.5 Cancellation of an Agreement is possible only with RADA's consent In Writing. If RADA agrees to cancellation before shipment, the Business Customer owes cancellation costs of 25% of the order value (excluding VAT), with a minimum of € 50, without prejudice to RADA's right to compensation for the actual costs incurred if these are higher. Cancellation after shipment is not possible. Agreements for Products ordered, configured or manufactured specifically for the Business Customer (including non-standard colours, dimensions or printing and non-stock items) cannot be cancelled; on cancellation the full price remains due.
- 22.6 For Products shipped directly by a supplier of RADA (drop shipping), the delivery period stated by that supplier to RADA applies. RADA informs the Business Customer of this in the order confirmation.

Article 23 – Risk, inspection and complaints

- 23.1 The risk of damage and loss passes to the Business Customer when the Products are tendered at the delivery address, even if the Business Customer does not take receipt of the Products. In the case of collection, the risk passes on handover to the Business Customer or its carrier.
- 23.2 On delivery the Business Customer checks the Products for quantity, external condition and visible damage. Missing packages and visible transport damage must be noted on the carrier's consignment note or proof of delivery at the time of delivery and reported to RADA In Writing, with photographs, within 2 Business Days after delivery. A proof of delivery signed without remarks serves as evidence that the shipment was delivered complete and externally undamaged.
- 23.3 Other visible defects (including incorrectly delivered Products and deviations in quantity, dimensions, colour or design) are reported by the Business Customer In Writing within 5 Business Days after delivery. Non-visible defects are reported In Writing within 5 Business Days after discovery and in any event within 12 months after delivery.
- 23.4 If the Business Customer fails to report within the periods stated in this Article, every right to complain, repair, replacement, price reduction, termination or damages in respect of the defect concerned lapses. Products that have been assembled, put into use, processed or resold are deemed to have been approved.
- 23.5 A complaint does not suspend the payment obligation and gives no right of set-off.
- 23.6 Minor deviations as referred to in Article 4.3 are no ground for complaint.
- 23.7 RADA's records, including the carrier's track-and-trace and delivery registration, constitute full evidence of the delivery and of the contents of the shipment, subject to evidence to the contrary to be provided by the Business Customer.

Article 24 – Returns by Business Customers

- 24.1 Business Customers have no right of withdrawal or return. Products are taken back only if RADA has agreed to this in advance In Writing and has issued a return number (RMA), to be requested via the online return form in the Webshop.
- 24.2 RADA may agree to the return of standard stock items if: (a) the request is made within 14 Days after delivery; (b) the Products are unused, not assembled, undamaged and complete and are in their original, undamaged packaging; and (c) the Products are returned carriage paid and properly packed (cabinets on a pallet) to the return address specified by RADA. Products ordered, configured or manufactured specifically and non-stock items are not taken back.
- 24.3 For an accepted return, RADA charges a fee for inspection, repackaging and administration costs of 25% of the invoice value of the returned Products (excluding VAT), with a minimum of € 50. The transport risk of the return shipment rests with the Business Customer. Crediting takes place after receipt and inspection of the Products; RADA may reduce the credit by the costs of repairing damage and of replacing missing parts or packaging.

- 24.4 Products returned without an RMA number are refused or stored at the Business Customer's expense and risk.

Article 25 – Warranty for Business Customers

- 25.1 RADA warrants for 12 months after delivery that the Products are free from material and manufacturing defects. If the manufacturer provides a longer warranty, RADA will on request assist in settling it, without itself being obliged to do so beyond this warranty period.
- 25.2 The warranty comprises, at RADA's option, repair free of charge, supply of replacement parts, replacement of the Product or crediting of (a proportional part of) the invoice value. Replaced Products or parts become RADA's property. Costs of disassembly, reassembly, downtime and transport to RADA are for the Business Customer's account; in the case of a justified warranty claim, RADA bears the costs of shipping back to the Business Customer.
- 25.3 The warranty does not apply in the cases listed in Article 9.3, in the event of normal wear and tear, to consumables, and as long as the Business Customer has not met its payment obligations. For Products shipped directly by a supplier of RADA (drop shipping), only the warranty of the manufacturer concerned applies, unless RADA confirms otherwise In Writing.
- 25.4 The warranty is not transferable to customers of the Business Customer. A Business Customer that resells Products remains itself responsible for the warranty granted to its customers and for the rights of those customers (including consumer rights), and indemnifies RADA against claims exceeding this warranty.
- 25.5 Warranty claims do not affect the notification periods of Article 23.

Article 26 – Liability towards Business Customers

- 26.1 RADA is liable to the Business Customer only for direct damage resulting from an attributable shortcoming on the part of RADA, and only if the Business Customer has given RADA a proper notice of default In Writing without delay, granting a reasonable period to still perform, and RADA remains in attributable default after that period.
- 26.2 RADA's total liability per event or series of related events is limited to the amount paid out by RADA's liability insurer in the case concerned, plus RADA's excess. If the insurer does not pay out or the insurance provides no cover, liability is limited to the invoice amount (excluding VAT) of the Agreement or the part of it to which the damage relates, with a maximum of € 10,000 per calendar year for all events combined.
- 26.3 Direct damage means exclusively: (a) the reasonable costs of establishing the cause and extent of the damage; (b) the reasonable costs of making RADA's performance conform to the Agreement, insofar as those costs are not already covered by the warranty; (c) the reasonable costs of preventing or limiting damage, insofar as these have actually led to a limitation of the damage.
- 26.4 RADA is never liable for indirect or consequential damage, including loss of profit or turnover, missed savings, business interruption, loss of or damage to data, damage to or failure of equipment installed in or with the Products, costs of (dis)assembly and commissioning, fines and damage resulting from claims by customers of the Business Customer.
- 26.5 RADA is not liable for damage caused by third parties it has engaged (including carriers, logistics service providers and suppliers) or their personnel, nor for damage resulting from incorrect or incomplete information provided by the Business Customer, from advice as referred to in Article 4.5, or from the circumstances listed in Article 9.3.
- 26.6 The limitations in this Article do not apply if the damage results from intent or deliberate recklessness on the part of RADA or its management.
- 26.7 Any claim against RADA lapses if RADA has not been held liable In Writing within 12 months after the Business Customer became aware, or could reasonably have become aware, of the damage,

and in any event if legal proceedings have not been instituted within 12 months after that notice of liability.

- 26.8 The Business Customer indemnifies RADA against all claims by third parties (including customers, users and regulators) relating to the use, assembly, installation or resale of the Products by or on behalf of the Business Customer, except insofar as the claim results from intent or deliberate recklessness on the part of RADA.

Article 27 – Payment and security (Business Customers)

- 27.1 Unless agreed otherwise In Writing, the Business Customer pays in advance. Delivery on invoice is possible only after acceptance by RADA (credit assessment) and within the credit limit set by RADA; RADA may unilaterally change or withdraw this limit.
- 27.2 Invoices on account are paid within 14 Days from the invoice date by transfer to RADA's bank account, without discount, suspension or set-off. Objections to an invoice are reported In Writing within 8 Days from the invoice date; thereafter the invoice is deemed accepted.
- 27.3 If the payment term is exceeded, the Business Customer is in default by operation of law, without a notice of default being required, and owes interest on the outstanding amount of 1% per month (part of a month counting as a full month), or the statutory commercial interest (Article 6:119a of the Dutch Civil Code) if higher.
- 27.4 All reasonable costs of obtaining payment out of court are for the Business Customer's account and are set at 15% of the outstanding amount with a minimum of € 250, without prejudice to RADA's right to claim the actual costs if higher. The actual judicial costs and costs of legal assistance incurred are also for the Business Customer's account.
- 27.5 RADA may at any time, including after the Agreement has been concluded, require advance payment, a bank guarantee or other security before it delivers (further). If the Business Customer refuses, RADA may suspend performance or terminate the Agreement without being liable for any damages.
- 27.6 In the event of late payment, bankruptcy, suspension of payments, an (application for) a private composition under the Dutch WHOA Act, attachment, shutdown or liquidation of the Business Customer's business, all claims of RADA become immediately due and payable and RADA may suspend or terminate all current Agreements, without prejudice to its other rights.

Article 28 – Resale, export and other obligations

- 28.1 As long as the retention of title under Article 8 applies, the Business Customer insures the Products against the usual risks (including fire, theft and water damage) and, at RADA's first request, assigns to RADA its rights against the insurer and – in the case of resale – its claims against its customers.
- 28.2 A Business Customer that resells Products does so for its own account and risk, provides its customers with the instructions and safety information belonging to the Products, and uses RADA's trade names, trademarks and product images only with RADA's consent In Writing and in accordance with RADA's instructions. The Business Customer may not present itself as an (exclusive) dealer or representative of RADA.
- 28.3 A Business Customer that takes Products outside the European Economic Area is responsible for compliance with the laws and regulations applicable there (including product, safety and export regulations) and indemnifies RADA against claims arising from this.
- 28.4 A person who places an order or enters into an Agreement on behalf of a Business Customer is deemed to be authorised to do so and is personally answerable for this. RADA may rely on the accuracy of the company details provided.

Article 29 – Disputes with Business Customers

- 29.1 All disputes between RADA and a Business Customer are submitted exclusively to the District Court of Amsterdam, without prejudice to RADA's right to submit the dispute to the court competent in the place of establishment of the Business Customer.
- 29.2 A Business Customer cannot rely, as against RADA, on provisions in translations of these General Terms and Conditions insofar as they deviate from the Dutch text.

ANNEX I – MODEL WITHDRAWAL FORM

Complete and return this form only if you wish to withdraw from the contract. This form is intended for Consumers only.

To: RADA Networks B.V., Haringbuisdijk 757, 1086 VA Amsterdam, the Netherlands, e-mail: info@radanetworks.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods:

Description of the goods:

Order number:

Ordered on (*) / Received on (*):

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.