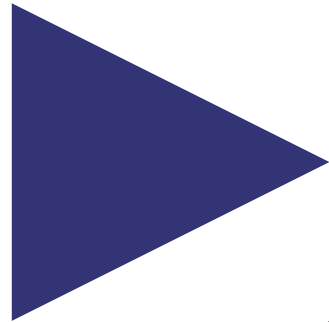


ELITENETWORKS
BUILDING SECURE, AGILE AND RELIABLE NETWORKS



**SUPPLEMENTARY TERMS
AND CONDITIONS
HARDWARE PURCHASES**

OCTOBER 2021



Supplementary Terms and Conditions Hardware Purchases

The provisions in this Supplementary Terms and Conditions Hardware Purchases ('Supplementary Terms') apply, apart from the General Terms & Conditions, is Supplier sells Products to Customer.

Article 1 Scope

- 1.1 These terms and conditions form an integral part of the General Terms and Conditions of Supplier. All terms and abbreviations with (initial) capital letters used in these Supplementary Terms shall have the same meaning as assigned to them in the GTC.
- 1.2 In the event of conflict between any provision of these Supplementary Terms and any provision in the GTC, the provision in the Supplementary Terms shall prevail. In the event of conflict between any provision in the Supplementary Terms and any provision in the Agreement, the provision in the Agreement shall prevail, unless another order of precedence is expressly agreed upon between the Parties in the Agreement.

Article 2 Purchase and sale

- 2.1. Supplier sells the Products according to the nature and number agreed on in writing.
- 2.2. Supplier's obligation to sell does not include assembly and installation of the Products and/or related materials, software, consumer items and articles, batteries, stamps, ink and ink cartridges, toner articles, cables and accessories.
- 2.3. Supplier does not guarantee that the assembly, installation and operating instructions that come with the Products are free of errors and that the Products have the features stated in these instructions.

Article 3 Delivery

- 3.1. The Products are delivered to Customer Ex Works. If this has been agreed on in writing, Supplier delivers the Products, or has these Products delivered, at a location to be designated by Customer. In this case, Supplier informs Customer, if possible in good time before the

delivery, about the time when Supplier or the transporter contracted by Supplier intends to deliver the Products.

- 3.2. Supplier is entitled to deliver the Products or have the Products delivered in partial deliveries.
- 3.3. The purchase price of the Products does not include the costs of transportation, insurance, hauling and hoisting, the hiring of temporary facilities and the like. If applicable, Customer is charged for these costs.
- 3.4. If Customer requests Supplier to remove or destroy old materials - such as networks, cabinets, cable ducts, packaging materials, hardware or data on hardware - or if Supplier is legally obliged to do so, Supplier may accept this request on the basis of a written order and at its applicable rates. If and insofar as Supplier is prohibited by law from requiring payment, for example in the context of the old-for-new scheme, Supplier does not charge, where applicable, any costs.
- 3.5. Provided Parties have entered into a written agreement to arrange for this, Supplier is responsible for installing, configuring and connecting the Products or for having the Products installed, configured and connected. Any obligation of Supplier to install and/or configure Products neither includes data conversion nor software installation. Supplier is not responsible for obtaining any of the licences possibly required.

Article 4 Retention of title

All Products delivered to Customer remain the property of Supplier or its suppliers until all sums due by Customer under the Agreement have been paid in full. Until full payment has been made and obtaining ownership of the Products, Customer shall refrain from selling, renting, loaning, or pledging the Products or make them available to third parties under any title whatsoever.

Article 5 Test setup

Supplier is only obliged to set up a test environment for the hardware Customer is interested in if this has

been agreed in writing. Supplier may attach financial and other conditions to a test setup. A test setup involves making the standard version of the hardware temporarily available on approval, excluding accessories, in a space made available by Customer, prior to Customer's final decision on whether or not to purchase the hardware in question. Customer is liable for the use of, damage to and theft or loss of the hardware that forms part of a test setup.

Article 6

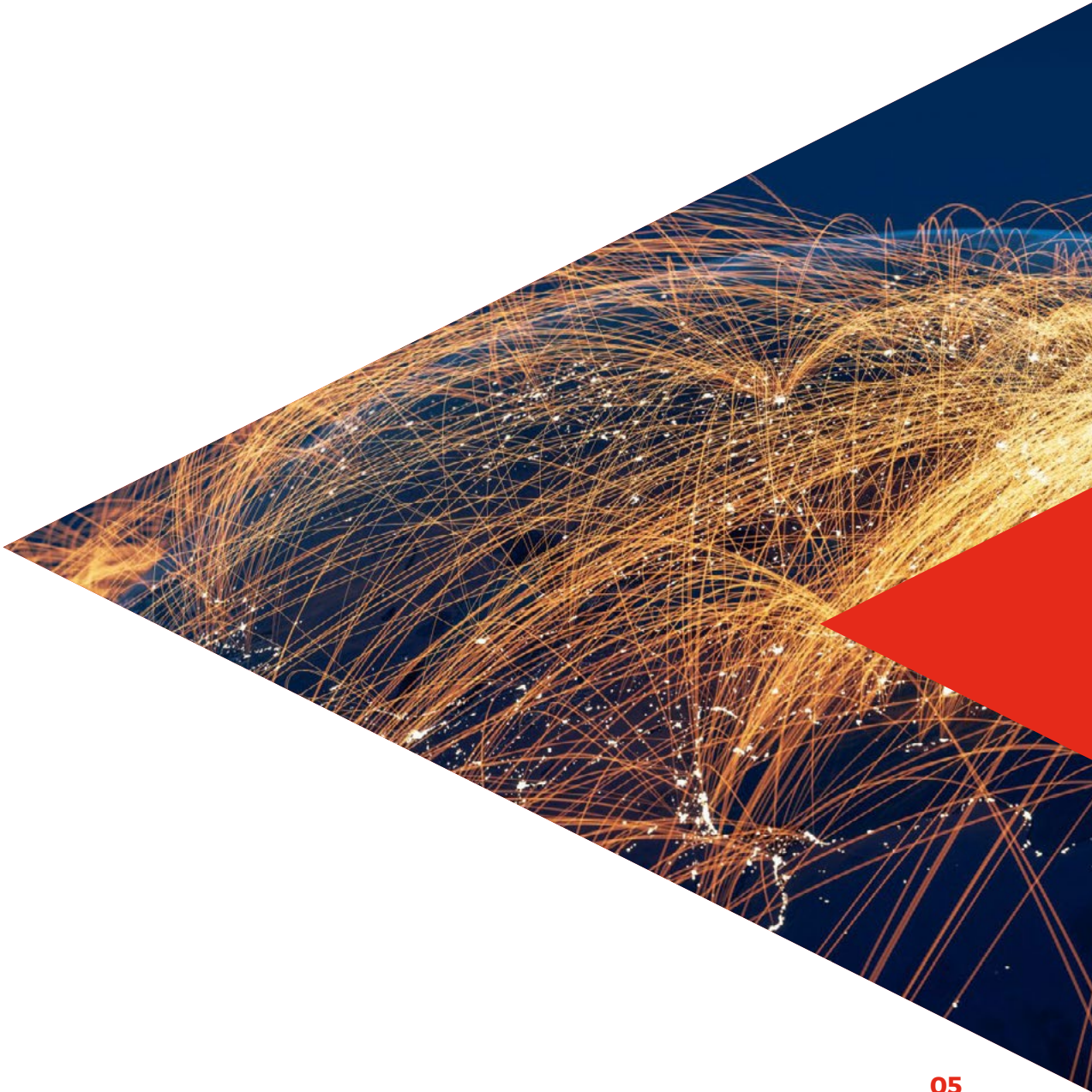
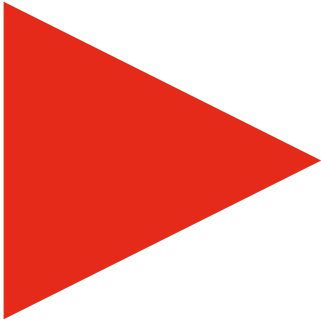
Requirements environment

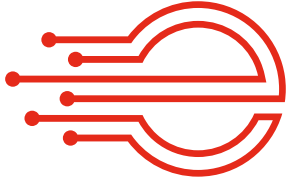
- 6.1. Customer ensures an environment that meets the requirements specified by Supplier for the Products, among other things, in terms of temperature, humidity and technical requirements.
- 6.2. If on premise equipment (either belonging to Customer or Supplier) is required for the performance of the Services the Customer is responsible for the timely provisioning and proper maintenance of a suitable environment for the installation and operation, including, but not limited to, all necessary power, in-house wiring, telecom and other facilities.
- 6.3. Customer is not entitled to modify all or part of the Products (including modifications to accompanying software). Customer shall leave intact the type numbers, serial numbers, logos and/or other markings placed on the Products.
- 6.4. The Products may not be replaced, disposed of, moved, maintained, altered or reconfigured without prior written consent of Supplier. If this nevertheless happens, all guarantees on the Products expire and Supplier is no longer obliged to perform maintenance services or any other Services related to the Products. Customer indemnifies Supplier against any claim of a third party resulting from or related to any replacement, disposal, relocation, maintenance, alteration or reconfiguration without Supplier's permission.

Article 7

Guarantees

- 7.1. If the Supplier has delivered Products under the manufacturer's warranty, only the manufacturer's warranty period, terms and conditions shall apply.
- 7.2. Supplier makes every effort to repair or have defects repaired in the material and manufacturing defects in the Products sold, as well as defects in parts delivered by Supplier within the scope of the guarantee, within a reasonable period of time and free of charge if these defects are reported, in detail, to Supplier within the manufacturer's warranty period mentioned in article 7.1, or in the absence of such a period, within a period of three months following delivery. If, in Supplier's reasonable opinion, the defects cannot be repaired or repair would take too long, or if repair would entail disproportionately high costs, Supplier is entitled to replace the Products free of charge with other, similar, though not necessarily identical Products. The guarantee does not include any data conversion that should be required because of any repair or replacement. All replaced parts are the property of Supplier or manufacturer. The guarantee obligation no longer applies if defects in the Products are entirely or partly caused by incorrect, careless or incompetent use or by external circumstances such as fire or water damage, or if Customer modifies the Products or parts delivered by Supplier under the guarantee, or has these modified, without Supplier's permission.
- 7.3. Customer cannot file any claims or further claims concerning non-conformity of Products delivered other than those laid down in article 7.2.
- 7.4. Customer is charged for any costs incurred by activities and repairs performed outside the scope of this guarantee at Supplier's applicable rates.
- 7.5. Supplier does not have any obligation whatsoever under the purchase agreement with respect to defects and/or other faults reported after the guarantee period ends.





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