

GENERAL TERMS AND CONDITIONS

SONIC EQUIPMENT B.V.

***WORK
EFFICIENT
WORK
WITH SONIC***

GENERAL TERMS AND CONDITIONS OF SONIC EQUIPMENT B.V

1. Definitions

- 1.1 Agreement: any agreement concluded between Vendor and the Purchaser, as well as any amendment or supplement thereto, and all legal and other actions required for entering into or implementing such an agreement.
- 1.2 End User: the natural or legal person who has purchased a product from a Sonic Retailer for personal use, without the intention to sell the Product to third parties or install it at the premises of others.
- 1.3 General Terms and Conditions: these general conditions of Sonic Equipment B.V.
- 1.4 Incoterms: Incoterms 2020 or the most recent version of the Incoterms at the moment of entering into the Agreement.
- 1.5 Offer: any form of an offer made by Vendor for its range of Products.
- 1.6 Order: the order for delivery of Products of Vendor.
- 1.7 Parties: any party involved in an Agreement.
- 1.8 Products: all goods, usage rights and other proprietary rights supplied by Vendor, which are the subject of an Agreement.
- 1.9 Purchaser: any party with which Sonic Equipment BV concludes an Agreement, or which provides Sonic Equipment B.V. with an Order.
- 1.10 Sonic Warranty: the warranty in these Warranty Conditions for End Users of Products.
- 1.11 Sonic Retailer: any sales outlet of a natural or legal person exercising a profession or business, and which is authorised by Sonic to sell Products to End Users as a reseller of Vendor.
- 1.12 Vendor: Sonic Equipment B.V., a private company with limited liability, registered in Purmerend, the Netherlands, and with its place of business at Component 114, 1446 WP Purmerend, the Netherlands (Chamber of Commerce No. 37113345).
- 1.13 Warranty Conditions: Sonic Equipment B.V.'s warranty conditions which apply to Products that are sold to End Users through authorised Sonic Retailers.

Definitions can be used in both singular and plural, without loss of substantive meaning. In the context of these General Terms and Conditions, in writing means any form of communication by post, fax or email.

2 Scope of application of the General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all Offers, Agreements, Orders and deliveries made or entered into by the Vendor, unless the Parties expressly agree otherwise in writing. The Party with which an Agreement is concluded at any time agrees to the applicability of these General Terms and Conditions to

subsequent Offers, Agreements, Orders and deliveries. Changes and additions made by the Purchaser to the General Terms and Conditions will only be effective if the Vendor expressly agrees with them in writing, and shall only apply to the Agreement concerned.

- 2.2 If, when concluding an Agreement, the Purchaser expressly contradicts the applicability of these General Terms and Conditions, and/or refers to its own terms, the Agreement shall be considered as not concluded.
- 2.3 The applicability of the Purchaser's general terms and conditions, under whatever name, is explicitly excluded.
- 2.4 The Vendor reserves the right to change the General Terms and Conditions at any time. The changed terms and conditions shall apply from the moment the Vendor notifies the Purchaser of the changes.
- 2.5 If any provision of these General Terms and Conditions is deemed invalid, void or otherwise non-binding by a competent court, the other provisions of these General Terms and Conditions shall remain unabridged and thus fully in force. The Parties will then engage in dialogue to develop new rules to replace any invalid, void or otherwise non-binding provision, where the purpose and intent of the original provision shall be respected as far as possible.
- 2.6 If the content of the Agreement differs from the content of these General Terms and Conditions, the content of the Agreement shall prevail.

3 Offers

- 3.1 Offers made by the Vendor are always in writing and without obligation, unless agreed otherwise in writing. Oral commitments do not bind the Vendor. Offers expire if the Purchaser does not accept them within a reasonable period. The Offers expire in any case if a deadline set by the Vendor for acceptance of the Offer is exceeded.
- 3.2 Sizes, weights, price lists, images, specifications and other documentation published by the Vendor in its Offers, catalogues, circulars and other advertising material are merely indicative, and do not bind the Vendor in any way, or entitle the Purchaser to any rights. All Vendor prices are ex-warehouse, exclusive of VAT and other government levies, inclusive of normal packaging costs, unless agreed otherwise in writing.
- 3.3 The Vendor can never be bound to an Offer if the Purchaser can and should be reasonably expected to understand that the Offer or any part thereof contains an obvious mistake or error.
- 3.4 A quotation for more than one Product does not bind the Vendor to implement a part of the Agreement for a corresponding part of the price. Offers do not automatically apply to subsequent Orders or Agreements.

4 Acceptance

- 4.1 On acceptance of an Offer, the Vendor shall confirm the Order to the Purchaser in writing.
- 4.2 The Agreement is only concluded when the Vendor accepts it in writing by signing it.
- 4.3 The Purchaser is entitled to request the Vendor to make changes to the Order or Agreement. The Vendor is always entitled to make additional charges as a result of changes to the Order or Agreement with the Purchaser. The Vendor reserves the right to refuse requested changes or changes to contracted work.
- 5 Jurisdiction**
- 5.1 Only those duly authorised under the statutes of the Vendor, and/or an entry in the appropriate registers of the Chamber of Commerce, may enter into Agreements on behalf of the Vendor. It is hereby expressly stated that representatives and agents of the Vendor do not have the authority to conclude binding Agreements on behalf of the Vendor.
- 6 Changes**
- 6.1 If, after conclusion of the Agreement between the Vendor and the Purchaser, there are any changes to VAT, salaries, other taxes, duties, levies, premiums for employee insurance or other charges imposed by the government, or a new collective labour agreement is concluded, or changes in prices of raw materials or other materials, or changes to prices in connection with fluctuating exchange rates of foreign currencies, then the Vendor shall be entitled to change the agreed price, subject to due observance of relevant statutory regulations, if and insofar as the aforementioned changes affect or might affect the implementation of the Agreement.
- 6.2 If the Vendor exercises the above-mentioned entitlement, and intends to increase the agreed price by more than 15% (fifteen percent) within three (3) months after the conclusion of the Agreement, the Purchaser is entitled, subject to due observance of relevant statutory regulations, to dissolve the Agreement, except insofar as the entitlement to raise prices arises from the law.
- 7 Quality, advertising, complaints**
- 7.1 The Vendor assures that the products supplied to the Purchaser are in conformity with the description, quality and quantity specified in the Order or Agreement.
- 7.2 The Purchaser is obliged, to the extent that may be reasonably require, to inspect products immediately after delivery.
- 7.3 Complaints about defects in Products, or missing or unordered Products, that are found or where in all reasonableness should have been found on inspection, must be reported in writing by the Purchaser to the Vendor immediately, and in any event within eight (8) days after delivery, specifying in detail the nature and basis of the complaints.
- 7.4 In the event of a defect within the meaning of Article 7.3, the Purchaser is obliged to stop using the Products, and as a prudent debtor take care of the Products and take appropriate mitigating measures. The Purchaser shall strictly follow and cooperate with the Vendor's instructions which are necessary to investigate the defect identified by the Purchaser, and associated circumstances such as the treatment and use of the Products.
- 7.5 Minor deviations in quality, colour, size, weight and appearance which are usual in the industry, or technically unavoidable, are not a reason for complaints.
- 7.6 If the Purchaser does not fully and properly comply with the provisions in this article, all the Purchaser's claims in the matter shall lapse.
- 7.7 Any rights claimed by the Purchaser due to the Vendor's failure to comply with its obligations must be invoked in writing by registered letter within eight (8) days after the Purchaser discovers the defect or could reasonably have been expected to do so, failing which the rights of the Purchaser in the matter shall lapse. The Purchaser's rights in the matter also lapse if the Purchaser tries to personally resolve or have resolved an alleged problem before obtaining the express written consent of the Vendor.
- 7.8 In derogation of the statutory limitation periods, the limitation of all claims and defences against the Vendor and any third parties involved by the Vendor in the implementation of the agreement is one (1) year.
- 8 Supply and delivery times**
- 8.1 The Vendor is responsible for the sound and suitable packaging of the Products.
- 8.2 The Products will be delivered Ex Works as meant in the Incoterms unless otherwise agreed in the Order or Agreement.
- 8.3 If, for packaging purposes, the Vendor or third parties operating on its behalf put transport pallets, packing cases, crates, containers, etc. at the disposal of the Purchaser, irrespective of this being in return for payment of a deposit, the Purchaser is obliged to return these items (unless it concerns disposable packaging) to the address provided by the Vendor, failing which the Purchaser must compensate the Vendor for damages.
- 8.4 Excluding that provided in Article 11 and Article 12, ownership of and any risks associated with products are transferred to the Purchaser upon delivery. Delivery means delivery as meant in the agreed Incoterms.
- 8.5 The Purchaser is responsible for unloading after delivery by the Vendor.
- 8.6 Shipping will be charged on Orders placed in the Netherlands with an invoice value of less than € 250,-

(two hundred and fifty euros) excluding VAT. Orders placed in the Netherlands with an invoice value of € 250,- (two hundred and fifty euros) or more excluding VAT are shipped free in the Netherlands.

- 8.7 Delivery times established or used by the Vendor are approximate, and can never be considered deadlines.
- 8.8 The delivery time is determined on the assumption of timely delivery to the Vendor by third parties of the goods and/or Products required to implement the Agreement. If this assumption turns out to be unfounded, and a delay in the delivery arises, even as a result of circumstances that could have been foreseen when concluding the Agreement, then the delivery time will be extended by a number of days equal to this delay. If, after the conclusion of the Agreement, the Purchaser changes the Order or otherwise delays its implementation, the delivery time will be extended.
- 8.9 The Purchaser is not entitled to compensation for any damage if the delivery time set by Vendor is exceeded.
- 8.10 Even if the delivery time determined by the Vendor is exceeded, the Purchaser must still properly and timely fulfil its obligations towards the Vendor.
- 8.11 If the Purchaser believes that the exceeding of the delivery time determined by the Vendor can be regarded as unreasonably onerous, then the Purchaser must send the Vendor a registered letter or writ with a new reasonable delivery time. The parties shall then hold consultations as to the delivery time.

9 Purchasing Obligation

- 9.1 The Purchaser must purchase the Products within the agreed term. If Products are not timely purchased, the Vendor shall set the Purchaser a final period of one (1) week to complete the purchase, unless the Purchaser's notification to the Vendor leads the latter to conclude that the Purchaser does not intend to purchase the Products.
- 9.2 If the Purchaser fails to purchase the Products even after the further term has expired, then the Vendor has the right to demand at its discretion full compliance with the Agreement, or to dissolve it by an extrajudicial declaration, without prejudice to the Vendor's right to damages against the Purchaser.
- 9.3 The Purchaser is not authorised to export the Product if it resells them. In the event of reselling to a third-party purchaser, the Purchaser must impose the obligation that the third-party purchaser will not export the product, and must also oblige the third-party purchaser to include the same obligation in any further agreement made between the third-party purchaser and its contracting party.

10 Storage

- 10.1 If, when the Products are ready for shipment, the Purchaser is unable to take delivery of the Products on

the agreed date for whatever reason, then the Vendor shall store and safeguard the Products on the request of the Purchaser, and at the latter's expense and risk, to the extent that the Vendor's storage capabilities so allow, and shall also take all reasonable measures to prevent any deterioration in quality until the Products are delivered to the Purchaser.

- 10.2 From the time, that the Products are ready for shipment, or the delivery date agreed in the Agreement if later, the Purchaser is obliged to compensate the Vendor for storage costs according to the Vendor's usual fees, and if this does not exist, according to fees usual in the industry.
- 10.3 The Vendor is never liable to the Purchaser for any loss of quality of the Products due to storage as mentioned in this article.

11 Retention of title

- 11.1 All Products supplied by the Vendor or due to be supplied by the Vendor remain the property of the Vendor until the Purchaser has fully complied with all its payment obligations towards the Vendor in respect of any Agreement concluded with the Vendor, including the purchase price, any consequences of these General Terms and Conditions, legal surcharges, interest, taxes, costs and damages as well as any claims including failure to comply with such an Agreement.
- 11.2 The Purchaser is obliged to keep any Products supplied under retention of title with due care and as recognisable property of the Vendor. The Purchaser shall grant the Vendor free access to the Purchaser's land and buildings at all times to inspect the Products and/or exercise the Vendor's rights. SONIC-EQUIPMENT.COM |
- 11.3 Prior to fulfilment of the Purchaser's contractual obligations, in other words before the moment when ownership is transferred from the Vendor to the Purchaser, the Purchaser must not transfer these Products to third parties either in ownership or for use as security or any other encumbrance, and nor may they be placed in actual control of a third party.
- 11.4 The Purchaser is only entitled to resell the Products delivered under retention of title if this is expressly authorised in writing by the Vendor, where it is a prerequisite that such a sale is part of the Purchaser's normal business operations.
- 11.5 If the Purchaser is entitled to resell the Products before having fulfilled its contractual obligations to the Vendor, the Purchaser is required to either demand payment in cash from the third-party purchaser, or deliver the Products under retention of title to the third-party purchaser, or otherwise obtain assurance from the third-party Purchaser as to payment of the Products.

- 11.6 The Purchaser must immediately inform the Vendor if Products supplied under retention of title are subject to attachment proceedings, or if any third- party claims or asserts rights to these Products.
- 11.7 If the Vendor wishes to exercise its ownership rights mentioned in this article, the Purchaser hereby grants unconditional and irrevocable consent in advance to the Vendor and third parties engaged by the Vendor to enter the places where the Vendor's Property is located, and recover the Property. The Vendor shall never be liable to pay any compensation.
- 11.8 All the Vendor's costs and damages in connection with the exercise of ownership rights mentioned in this article shall be borne by the Purchaser.

12 Payment

- 12.1 Unless agreed otherwise in writing, invoices must be paid within 30 days after the invoice date. In the event of failure to pay within this term, the Purchaser shall be in default without any notice of default or reminder being required. If Purchaser fails to meet its payment obligations or is otherwise in default, the Vendor has the right to refuse the execution of the Agreement and/or delivery of the Products until the Vendor receives the amounts due and the Vendor may suspend, delay or terminate the delivery or any other act or operation by the Vendor in the framework of the Agreement. This right will apply in addition to and does not substitute any other rights and legal remedies that the Vendor has under the Agreement or law.
- 12.2 Payment must be made without deduction of costs, discounts, novation or settlement.
- 12.3 If delivery of the Products is delayed by any action or at the request of the Purchaser, the Vendor is entitled to demand payment of the agreed price at the time when payment would have taken place under normal implementation of the Agreement.
- 12.4 In case of the Purchaser's culpable failure to fulfil an Agreement due to non-payment or late payment, the Vendor is entitled to charge all judicial and extrajudicial collection and other costs related to the recovery of the amount from the Purchaser, and the Purchaser undertakes to pay these costs. The Purchaser shall owe extrajudicial collection costs from the moment the Vendor engages legal assistance for recovery. These collection costs are set at 15% (fifteen percent) of the outstanding amount, with a minimum amount of € 50,- (fifty euros) excluding VAT per invoice.
- 12.5 Payments to the Vendor by or on behalf of the Purchaser shall be used to pay, in the following order, collection costs, court costs, interest and thereafter, in order of age, outstanding principal sums, regardless of any contrary instructions from the Purchaser.

- 12.6 The Vendor is entitled to demand appropriate sureties for payment by the Purchaser, and the latter is obliged to submit these if it is in default with normal payment.
- 12.7 All claims by the Vendor against the Purchaser shall be immediately due and payable if the Purchaser changes its company or legal form as a result of merger or acquisition, or if there is any other change of control in or over the Purchaser's company, or if suspension of payment is requested for the Purchaser, the Purchaser is declared bankrupt, the Purchaser goes into liquidation or is dissolved, if third parties bring attachment proceedings against the Purchaser, or if the Purchaser is a natural person and dies.

13 Dissolution and Suspension

- 13.1 Any failure by the Purchaser to fulfil its contractual obligations set out in an Order or Agreement concluded with the Vendor entitles the Vendor to dissolve or terminate the Order or Agreement in whole or in part by means of an extrajudicial declaration, whereby the Vendor is also entitled to claim compensation for the damage caused by this dissolution or termination.
- 13.2 In addition to its rights derived from the rest of the Agreement and legislation, the Vendor can immediately dissolve or terminate the Agreement with the Purchaser, without notice and without judicial intervention, with immediate effect in the following circumstances:
- the Purchaser is declared bankrupt;
 - the Purchaser is granted permanent or temporary suspension of payments, or its assets are seized;
 - there is any change of control in or over the Purchaser's company;
 - the Purchaser otherwise loses the power to dispose of its assets or parts thereof;
 - the Purchaser's company is liquidated or terminated.
- 13.3 If, after the conclusion of the Agreement, circumstances come to light that give the Vendor good reason to fear that the Purchaser will not fulfil its obligations, the Vendor is entitled to suspend the fulfilment of its obligations. In the event of suspension, the Vendor is entitled to demand that the Purchaser provides sufficient surety for the fulfilment of its obligations.
- 13.4 In the event of dissolution or termination, the Purchaser is liable to the Vendor for damages, including loss of profits, transport costs and the costs of the notice.

14 Joint and several liability

- 14.1 If a sale is made to two or more Purchasers at the same time, they are jointly and severally liable for full fulfilment of the Agreement concluded with the Vendor.

15 Liability

- 15.1 If and to the extent that the Vendor is liable for any damage, for whatever reason, then any liability of the

Vendor or persons employed or engaged by the Vendor is always limited (cumulatively) to the amount actually paid by the liability insurance taken out, less the excess applicable under such an insurance policy. Any liability of the Vendor nevertheless established on the basis of legal provisions will at all times be limited to the part insured by the Vendor.

- 15.2 If and to the extent that any liability is the responsibility of the Vendor, for whatever reason, then each event of liability is limited (cumulatively) to the maximum invoice amount paid by the Purchaser to the Vendor (excluding VAT) of the delivered Products, whereby a sequence of events is regarded as one event.
- 15.3 The Vendor accepts no liability to the Purchaser for any indirect damages, including but not limited to all consequential damages, company and operational damage, loss of reputation, loss of goodwill, immaterial damage and loss of profit.
- 15.4 The Purchaser shall indemnify the Vendor for any claims and/or damages of third parties relating to the execution of the Agreement and which are attributable to the Purchaser.
- 15.5 If the Vendor is nevertheless held liable by a third party for any damage for which the Vendor is not liable, whether or not under these General Terms and Conditions, and for which the Purchaser is liable, then the Purchaser shall fully indemnify the Vendor in this respect, and reimburse the Vendor for anything paid by the Vendor to third parties.
- 15.6 In derogation from the provisions of Book 6 Article 89 of the Dutch Civil Code, the right to compensation lapses in any case one (1) year after the event from which the damage directly or indirectly arises, and for which the Vendor is liable.

16 Force majeure

- 16.1 If the Vendor fails to perform any of its contractual obligations due to force majeure, then the Vendor shall not be liable to the Purchaser for damages, on any ground whatsoever, and is entitled at its discretion, and without judicial intervention, to suspend implementation of the Agreement for up to six (6) months, or fully or partially dissolve the Agreement, all this without being liable to pay any compensation.
- 16.2 The Vendor is not obliged to fulfil any obligation or make good any damages if prevented from doing so by a circumstance that is not attributable to its fault, or because of any law, legal act or according to generally accepted standards. Force majeure means any circumstances not within the Vendor's wishes and events beyond the Vendor's control, even if the aforementioned could have been foreseen at the time of the conclusion of the Agreement, and where these temporarily or permanently hinder the fulfilment of the Agreement, as

well as the following insofar as not included in this definition; shortcomings attributable to the Vendor's suppliers, disease, war, hazards as a result of war, strikes, general stoppages, lack of personnel, transportation problems, fire, weather conditions, epidemics, involuntary loss of property, untimely delivery of materials and product by the importer, supplier or factory, restrictive government measures, sabotage, and in general all unforeseen circumstances in the sector, both within and outside the Netherlands. This also applies if the aforementioned circumstances affect the operations of factories, importers and other traders on which the Vendor relies or intends to rely for its Products.

- 16.3 If the Vendor is continually prevented from implementing its contractual obligations or delayed in supplying its Products for six (6) months or more due to circumstances which cannot be attributed to it, then both Vendor and Purchaser are authorised to wholly or partially dissolve the Agreement through an extrajudicial declaration, subject to Article 16.4.
- 16.4 If the force majeure occurs after the Agreement has been partially implemented, and the remaining deliveries are rendered impossible because of the force majeure for a period six (6) months or more, then the Purchaser shall be entitled to either retain the previously delivered Products and pay for them, or to terminate the entire Agreement, including the previously implemented part, where this means that the Purchaser must return the previously delivered Products to the Vendor at the Purchaser's own expense and risk, this being subject to the Purchaser proving that the previously delivered Products cannot be used effectively by the Purchaser due to the non-delivery of the remaining Products and/or the Purchaser can prove that it has not already used the previously delivered Products.

17 Sanction acts

- 17.1 The Vendor is required to comply with the provisions of generally applicable national and international laws and regulations including but not limited to: the labour law, regulations related to the environmental protection, product quality and safety, protection of personal data, intellectual property, money laundering, tax law, customs duties, Sanctions act 1977, Common Foreign and Security Policy (CFSP), Sanction regimes of the United Nations Security Council and its subsidiary organs and the Security Council sanctions. The Purchaser declares and confirms that its business activity is at any given time conducted in compliance with all of the provisions of generally applicable national and international laws and regulations in particular the laws and regulations as mentioned above. The Purchaser is obliged to comply with such (international) laws and regulations when it distributes Products in the Contract Area. If it is brought to the

attention of the Vendor that the Purchaser is unable to meet the provisions of generally applicable national and international laws as mentioned above, the Vendor shall be entitled to terminate the (distribution) Agreement with immediate effect and without being held to pay any form of compensation.

18 Intellectual Property

18.1 All intellectual or industrial property rights to all goods and materials made by the Vendor or supplied by the Vendor in the context of the Agreement, including but not limited to analyses, designs, illustrations, models, texts, drawings, diagrams, lists of materials, documentation and other materials, are owned exclusively by the Vendor or its supplier. The Vendor is exclusively entitled to claim copyright on the items, materials, texts and suchlike mentioned above. Any texts, illustrations, drawings, schedules, lists of materials, documentation or other materials and goods etc. as described above which are supplied to the Purchaser, may not be reproduced in whole or in part, and/or published or issued to third parties by printing, photocopying, microfilm or any way whatsoever by the Purchaser, without the express prior written consent of the Vendor. The Vendor is entitled to give its consent in this respect subject to conditions determined by the Vendor, including but not limited to the payment of a fee to the Vendor. If the Purchaser acts contrary to the provisions of Article 17.1, it will owe without the need for Vendor to serve notice or the need for a court order, an immediately payable penalty, which will not be subject to mitigation or set-off or deduction of € 10,000,- (ten thousand euros) to the Purchaser for each violation, and € 2,000,- (two thousand euros) for each day or part of a day that the violation continues, without prejudice to the Vendor's other rights and claims including but not limited to the vendor's right to claim performance or full compensation.

19 Warranty

19.1 In accordance with the conditions specified in this article, and in accordance with the Warranty Conditions, the Vendor grants the Purchaser a Sonic Warranty for the End User against material and/or workmanship defects in the Products. The Sonic Warranty does not include any right to indemnification or compensation in any form whatsoever. Sonic is and shall not liable for any incidental, special or consequential losses, costs or damages. The Warranty Conditions do not affect mandatory legal warranty obligations in any way.

19.2 The length of the warranty is always dependent on the Product concerned, and is specified in the catalogue and/or on the Sonic website. The warranty commences when the End User purchases the Product. The Sonic

Warranty is only valid upon presentation of proof of purchase of the Product with clear date of purchase, and subject to registration of the Product to the extent required. The Sonic Warranty for storage systems is only valid if the storage system is properly registered on the Sonic website.

19.3 The Sonic Warranty is not transferable and only valid for the End User who directly purchases a Product from a Sonic Retailer. It is not valid for subsequent users. The End User must report to the Sonic Retailer when making a claim under the Sonic Warranty.

19.4 If Sonic considers that a Product is covered by the Sonic Warranty, it will repair or replace the Product at its sole discretion, taken into account the duration of the use of the Product. Replaced Products become the property of Sonic. If a Product is no longer in Sonic's range, Sonic may at its sole discretion supply a similar Product or provide a refund by means of a voucher.

19.5 Any work performed under warranty must be carried out by Sonic. The shipping costs for assessing the Sonic Warranty must be borne by the sender. The Sonic Warranty covers parts, labour and return to sender. Replaced and repaired Products are also covered by the Sonic Warranty. The length of the Sonic Warranty is not extended or renewed if parts are replaced, repaired or supplied.

19.6 Sonic regularly changes and improves various Products according to market demands and/or improvements in technology. Products listed in the catalogue are subject to changes of both a technical and visual nature, without further notice. Sonic is in no way obliged to incorporate such changes in earlier versions of Products sent for repair.

19.7 Sonic offers four warranty options in addition to the legal warranty. Unless specified otherwise, the Sonic Warranty is for a period of 10 years.

SG3: This warranty is for a period of 3 years.

SG2: This warranty is for a period of 2 years.

SG1: This warranty is for a period of 1 year.

SGX: These items have no warranty.

19.8 The Sonic Warranty does not cover the below situations and/or components. The Vendor is in such circumstances in not in any way liable towards the Purchaser or any third party and has no obligations based on the Sonic Warranty or otherwise:

- Defects due to normal wear and tear;
- A given warranty for the Products by any other person or entity than Sonic;
- Defects caused by excessive loading and/or incorrect use and/or improper use and/or careless use of the Product (including usage contrary to instructions), included but not limited to misuse, accident, modification, alternation, unreasonable use, abuse, neglect, use in product related service;

- Defects resulting from modifications or repairs carried out by others than Sonic;
- Defects caused by lack of maintenance and/or poor maintenance and/or use of incorrect cleaning materials. It is essential to refer to the cleaning instructions on the Sonic website when cleaning storage systems;
- Defects resulting from force majeure or any other cause beyond Sonic's control, including but not limited to external violence, natural disasters, fire, floods, lightning, exposure to moisture, etc.;
- Consumables, including Products/parts, which are sensitive to usage or wear. Such items include drill bits, saw blades, grinding discs, knife blades, files, scrapers, crowbars, batteries, knives, O2 sensors, etc.

19.9 With due observance of the exclusions and limitations set out in the provisions of Article 15 of these General Terms and Conditions, the foregoing is a representation of the full liability of the Vendor in relation to defective Products and/or Products not in conformity with the specifications supplied hereunder.

20 Confidentiality

20.1 The Vendor and the Purchaser will ensure that all information they receive from each other and from which they know or should know that it is confidential from nature is kept secret except in the event prior written permission from the other Party is obtained.

20.2 Subject to the prior written permission of the other Party, Parties will not make available the confidential information to third parties and only disclose it to its staff to the extent necessary for the performance of the agreed services and if to the extent, they are subject to the same confidentiality obligations.

21 Final provisions

21.1 Dutch law exclusively governs all the Agreements to which these General Terms and Conditions apply completely or in part.

21.2 These General Terms and Conditions are drawn up in the English language on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with Dutch law. In case of inconsistencies with the Dutch version, the Dutch version shall prevail.

21.3 The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.

21.4 Any disputes that arise out from an Order or Agreement to which these General Terms and Conditions are wholly or partially applicable, and any further Agreements which might arise out of these Agreements, shall be settled by the competent court of the Court of North Holland, location Alkmaar, the Netherlands.