

## Supplementary T&C's UNIS Group Inventories

### Article 1. Definitions

- 1.1 Notwithstanding the General Terms and Conditions, the following definitions apply in these Supplementary Terms and Conditions:
- General Terms and Conditions:** The general terms and conditions of UNIS Group, available at [www.unisgroup.com/terms-conditions](http://www.unisgroup.com/terms-conditions).
  - Inventory/Inventories:** The inventory or inventories carried out by UNIS. This may include, but is not limited to, the following activities:
    - Identifying and mapping of the industrial electronics as installed at the Other Party's location and/or included in the Other Party's reserve stock;
    - Reporting on the aforementioned activities;
    - Conducting a risk analysis based on the aforementioned activities.
  - Agreement:** The agreement between the Counterparty and UNIS for the performance of an Inventory.
  - Work Order:** The document signed by both the Counterparty and UNIS at the Counterparty's premises, specifying the hours, numbers and activities that UNIS will charge to the Counterparty.

### Article 2. General

- 2.1 All offers and/or price quotations (hereinafter: "offers") relating to the Inventory provided by UNIS are subject to these Supplementary Terms and Conditions. The General Terms and Conditions of UNIS apply in full in addition to these terms.
- 2.2 In the event of any conflict between a (part of a) provision in these Supplementary Terms and a (part of a) provision in the General Terms and Conditions, the provision of these Supplementary Terms shall prevail.

### Article 3. Offers and Conclusion of the Agreement

- 3.1 All offers made by UNIS are based on the information provided by the Counterparty at the time of preparation. The offer provided by UNIS is merely a price list and therefore does not contain any total amounts.
- 3.2 The prices, delivery times, and scope of work stated in the offer are estimates and not binding, unless expressly agreed otherwise in writing.
- 3.3 All offers are valid for 30 days unless otherwise agreed in writing.
- 3.4 If UNIS personnel are required to attend safety briefings, toolbox meetings, trainings, or other sessions organized by the Counterparty in order to perform the Agreement, UNIS shall be entitled to charge the time and costs involved as additional work at the applicable hourly rates.

### Article 4. Obligations of the Counterparty

- 4.1 The Counterparty shall provide UNIS with all data and information that UNIS deems necessary for the proper performance of the Agreement, in a timely manner and in the required form.
- 4.2 The Counterparty shall ensure that all facilities are provided, including but not limited to internet access and compliance with applicable laws and regulations concerning workplace health and safety. The Counterparty bears all risks and liabilities resulting from non-compliance.
- 4.3 The Counterparty shall provide adequate and informed on-site supervision to accompany UNIS personnel during the performance of the Agreement and to assist, advise, and/or inform them as necessary. All costs for such supervision shall be borne by the Counterparty.
- 4.4 UNIS reserves the right to suspend performance of the Agreement until the Counterparty has fulfilled the obligations set out in this Article.
- 4.5 If UNIS suspends performance under this Article, any additional costs, such as travel and accommodation expenses, waiting time, or delay-related costs, shall be borne by the Counterparty.
- 4.6 If the Counterparty purchases a risk analysis, the Counterparty shall provide UNIS with full access to the spare stock of industrial electronics so that UNIS can include this information in its advice/report. If the Counterparty provides only a list of spare stock without granting further access, UNIS shall base its advice on the information provided, without any guarantee of completeness or accuracy.
- 4.7 The Counterparty grants UNIS permission to use data collected during the Inventory and risk analysis to supplement UNIS's internal database.

### Article 5. Performance of the Agreement

- 5.1 UNIS shall make reasonable efforts to perform the Inventory properly and within any timeframes specified in the Agreement, insofar as can reasonably be expected. If the Counterparty requests that the Inventory be expedited, UNIS shall be entitled to charge the applicable (urgency) rates and overtime surcharges, in accordance with the applicable labor and rest time regulations.
- 5.2 UNIS shall invoice the costs of performing the Inventory to the Counterparty regardless of the outcome of the work performed. Article 4.2 of the General Terms and Conditions ("no cure, no pay") does not apply to Inventories.

### Article 6. Cancellation

- 6.1 The Counterparty may cancel the Agreement, even after accepting the offer. In the event of cancellation, UNIS shall be entitled to charge a cancellation fee. If the Agreement is cancelled within 72 hours before the scheduled start of the Inventory, UNIS may charge a cancellation fee of 25% of the quoted price including VAT. If cancellation occurs within 48 hours before the scheduled start, UNIS may charge 50% of the quoted price including VAT.
- 6.2 In addition to the above cancellation fees, UNIS is entitled to charge any costs already incurred, including but not limited to travel and accommodation expenses.

### Article 7. Payment

- 7.1 Unless otherwise agreed in writing, invoicing shall be based on post-calculation of the quantities and agreed hours, numbers and activities approved on the Work Order.
- 7.2 The work performed by UNIS shall be charged according to the fixed unit prices stated in the quotation. Any consulting hours, travel time, and travel or accommodation expenses shall be itemized on the invoice.
- 7.3 Article 7 of the General Terms and Conditions applies mutatis mutandis to this Agreement.

### Article 8. Liability and Insurance – Counterparty

- 8.1 The Counterparty bears the risk and is liable for theft or loss of property belonging to UNIS or third parties, such as tools, materials intended for the work, or equipment used, located at or near the place where the Inventory is carried out or another agreed location.
- 8.2 The Counterparty bears the risk and is liable for any injury to or death of UNIS employees resulting from or connected to the failure to properly, timely, or fully perform the Agreement and/or (general) terms and conditions.
- 8.3 The Counterparty shall compensate UNIS for any damage suffered as a result of a situation as described in this Article.
- 8.4 The Counterparty is required to maintain adequate insurance coverage for the damages referred to in these Supplementary and General Terms and Conditions. In the event of damage, the Counterparty shall immediately notify its insurer.

### Article 9. Warranty and Complaints

- 9.1 By way of deviation from the General Terms and Conditions, UNIS warrants in respect of Inventories only that:
- UNIS will perform the Inventory in a proper, skilled, and professional manner;
  - UNIS will exercise reasonable standards of competence, care, and diligence in performing the Inventory;
  - UNIS will employ sufficiently trained personnel to perform the Inventory.
- 9.2 An Inventory represents a snapshot in time and depends on the data available at that moment. UNIS is not responsible for keeping the resulting report up to date unless expressly agreed otherwise in writing.
- 9.3 If the Counterparty believes that there is a complaint regarding the Inventory performed by UNIS, it must notify UNIS in writing, stating reasons, within 14 days after delivery of the resulting report. In the absence of such notification, the Inventory shall be deemed to have been performed in accordance with the Agreement.
- 9.4 Notices under Article 9.3 shall not suspend the Counterparty's payment obligation unless UNIS has acknowledged the complaint as justified.

### Article 10. Liability of UNIS

- 10.1 UNIS shall only be liable to the Counterparty for damage that is the direct result of an attributable failure (or series of related failures) in the performance of the Agreement.
- 10.2 UNIS's total liability shall in no event exceed the amount quoted and/or invoiced to the Counterparty for the relevant Inventory.
- 10.3 Except in cases of intent or gross negligence on the part of UNIS, UNIS shall not be liable for damage resulting from the provision of incorrect, incomplete, or late information by the Counterparty.
- 10.4 Articles 15.2 through 15.11 of the General Terms and Conditions apply in full to the Inventory.