GENERAL TERMS AND CONDITIONS

Valid from 2 October 2026

DaviLot is a company registered in the Netherlands (EU). Unless expressly agreed otherwise in writing, purchase agreements are concluded with DaviLot under Dutch law.

1. INFORMATION ABOUT DAVILOT

These General Terms and Conditions apply to offers, quotations, orders, deliveries and purchase agreements between DaviLot and its customers, unless otherwise agreed in writing. DaviLot is registered with the Netherlands Chamber of Commerce (KvK) under number **54818818**.

Registered office:

DaviLot
Weerdslag 18
7206 BR Zutphen
The Netherlands

VAT number: **NL001588674B98**

E-mail:Â service@davilot.nl

Telephone: +31 575 513 503

2. APPLICABILITY

These General Terms and Conditions apply to all quotations, offers, orders, order confirmations, deliveries and purchase agreements between DaviLot and its customers. By placing an order, the customer accepts the applicability of these General Terms and Conditions, unless DaviLot and the customer have expressly agreed otherwise in writing. The customer's own general purchasing conditions or other terms shall not apply unless DaviLot has expressly accepted them in writing. If an individual written agreement or quotation conflicts with these General Terms and Conditions, the individual written agreement or quotation shall prevail.

3. QUOTATIONS AND OFFERS

Unless expressly stated otherwise, quotations issued by DaviLot are non-binding. A quotation shall remain valid for the period stated in the quotation. If no validity period is stated, the quotation shall remain valid for 30 days. Prices, specifications, delivery times and availability stated in quotations are subject to confirmation by DaviLot. Technical specifications may be changed by DaviLot where such changes do not materially affect the agreed functionality of the product.

4. ORDERING AND CONTRACT FORMATION

4.1 Orders by e-mail or telephone

Customers may place orders by e-mail, telephone or other direct communication with DaviLot.

Orders based on a quotation may be placed by accepting the quotation in writing, including by e-mail.

DaviLot will normally confirm the order by e-mail. The purchase agreement is concluded when DaviLot confirms the order, unless the parties have expressly agreed otherwise. The agreement applies only to the products, quantities, prices and other conditions specified in the quotation or order confirmation. The customer is responsible for checking the order confirmation and notifying DaviLot promptly of any errors or discrepancies.

4.2 Orders through the webshop

DaviLot may also offer selected products through its website. For purchases made through the webshop, the ordering procedure displayed on the website applies. Where applicable, the customer will receive an order confirmation by e-mail. If there is a conflict between the webshop information and an individual quotation or order confirmation issued by DaviLot, the quotation or order confirmation shall prevail.

5. PRICES

Unless otherwise stated, all prices are in euros and exclude VAT and shipping costs. Prices stated on the website may be changed without prior notice. For direct orders, the price stated in the quotation or order confirmation applies. If an obvious pricing or calculation error occurs, DaviLot shall not be obliged to supply the product at the incorrect price. DaviLot will inform the customer and, where applicable, provide the opportunity to proceed at the correct price. Additional costs, including shipping, special packaging, customs charges or other agreed services, may be charged separately.

6. DELIVERY

Delivery dates stated by DaviLot are estimates unless a delivery date has expressly been agreed in writing as binding. DaviLot will make reasonable efforts to meet the agreed or estimated delivery date.

Delays caused by circumstances beyond DaviLot's reasonable control shall not constitute a breach of contract. Such circumstances may include, among other things, delays by suppliers or carriers, shortages of materials, transport problems, strikes, government measures, fire, natural disasters or other force majeure circumstances. If delivery is delayed significantly, DaviLot will inform the customer and, where reasonably possible, provide a revised delivery date. Unless otherwise agreed, delivery shall take place to the address specified by the customer.

7. INSPECTION AND ACCEPTANCE

The customer shall inspect the products upon delivery, or as soon as reasonably possible thereafter.

The customer shall notify DaviLot promptly of visible transport damage, shortages or products that are clearly not in

accordance with the order. Where transport damage is visible, the customer should, where possible, record the damage with the carrier and notify DaviLot without undue delay. Failure to report visible damage or discrepancies immediately shall not automatically affect rights that cannot legally be excluded, but may affect DaviLot's ability to recover damage from the carrier or other third parties.

8. PAYMENT

Payment shall be made in accordance with the payment terms stated in the quotation, order confirmation or invoice. Unless otherwise agreed in writing, invoices are payable within the stated payment period.

If the customer fails to pay an invoice on time, DaviLot may suspend further deliveries or services until all overdue amounts have been paid. DaviLot reserves the right to require advance payment or other payment security where reasonably justified.

9. RETENTION OF TITLE

All products supplied by DaviLot remain the property of DaviLot until the customer has paid all amounts due to DaviLot in respect of the relevant purchase agreement, including any applicable interest and costs.

The risk of loss or damage passes to the customer upon delivery, unless otherwise agreed in writing.

The customer shall not sell, pledge or otherwise encumber products that remain subject to retention of title, except in the ordinary course of its business.

10. COMMERCIAL WARRANTY - BUSINESS CUSTOMERS

10.1 Warranty period

For products sold to business customers (B2B), DaviLot provides a **commercial warranty period of 12 months from the date of purchase**. The commercial warranty covers defects in materials and workmanship that occur under normal and intended use of the product during the warranty period. The commercial warranty is a contractual warranty provided by DaviLot. It does not constitute a statement that the statutory rights applicable to a particular transaction are limited to 12 months.

10.2 Warranty remedy

If DaviLot determines that a defect is covered by the commercial warranty, DaviLot will, at its discretion:

- repair the defective product or component;
- replace the defective product or component; or
- provide another appropriate remedy agreed with the customer.

Â Replacement products or components supplied under warranty are covered only for the remainder of the original warranty period, unless otherwise agreed in writing.

10.3 Warranty exclusions

The commercial warranty does not cover defects, damage or failure resulting from:

- incorrect, improper or unintended use;
- use outside the specified operating conditions;
- incorrect installation, assembly, wiring or connection;
- use of unsuitable or incompatible components;
- modifications or repairs not authorised by DaviLot;
- mechanical or electrical overload;
- accident, impact, misuse or negligence;
- inadequate maintenance;
- normal wear and tear;
- consumable or wear parts, unless the defect is caused by a manufacturing defect;
- damage caused by external equipment, components or systems;
- use in an application for which the product was not designed or specified;
- failure to follow the applicable installation, operating or maintenance instructions.

Â Where a product is incorporated into a machine or system, the warranty applies to the product supplied by DaviLot and does not automatically extend to the complete machine or system.

10.4 Warranty claims

A warranty claim must be reported to DaviLot in writing as soon as reasonably possible after the defect has been discovered. The customer shall provide sufficient information to enable DaviLot to assess the claim, including, where applicable:

- product type and part number;
- invoice or order number;
- date of purchase;
- serial number;
- description of the problem;
- photographs or videos;
- relevant operating conditions; and
- other information reasonably requested by DaviLot.

Â DaviLot may require the relevant product or component to be returned for inspection.

10.5 Warranty assessment

DaviLot shall determine, following reasonable inspection, whether a reported defect falls within the scope of the commercial warranty. If inspection establishes that the defect is not covered by the warranty, DaviLot may charge reasonable costs for inspection, transport, repair or replacement, provided that the customer has been informed of such costs before they are incurred where reasonably possible.

10.6 Warranty costs

Unless otherwise agreed in writing, the warranty covers the repair or replacement of the defective product or component. Costs associated with removing or dismantling a product from a machine, reinstalling a product, machine downtime, loss of production, loss of profit, transport or other consequential costs are not covered by the commercial warranty unless expressly agreed otherwise in writing.

11. CONSUMER PURCHASES

Where DaviLot sells products to consumers, mandatory consumer protection legislation shall apply.

Consumers may have statutory rights in addition to any commercial or manufacturer's warranty. Nothing in these General Terms and Conditions is intended to exclude or restrict mandatory consumer rights.

For consumer purchases made at a distance, the applicable statutory right of withdrawal shall apply.

The withdrawal period and conditions shall be communicated to the consumer in accordance with applicable law.

The commercial B2B warranty in Article 10 does not apply to consumer purchases.

12. LIABILITY

DaviLot shall be liable in accordance with applicable law for damage caused by a failure attributable to DaviLot. To the maximum extent permitted by applicable law, DaviLot shall not be liable for indirect or consequential loss, including loss of profit, loss of production, business interruption or loss of use.

DaviLot shall not be liable for damage resulting from incorrect installation, incorrect use, use outside the specified application, unauthorised modifications or failure to follow applicable instructions.

Nothing in these General Terms and Conditions shall exclude or limit liability where such exclusion or limitation is prohibited by applicable law.

13. PRODUCT APPLICATION AND CUSTOMER RESPONSIBILITY

The customer is responsible for determining whether a product is suitable for the intended application, unless DaviLot has expressly accepted responsibility for the complete application in writing.

Where products are supplied as components for integration into a machine, vehicle or other system, the customer or system integrator remains responsible for the correct integration, installation, safeguarding, risk assessment, compliance and certification of the complete machine or system, unless otherwise agreed in writing. Technical information supplied by DaviLot is intended to assist the customer and does not replace the customer's own assessment of the suitability of the product for its intended application.

14. FORCE MAJEURE

DaviLot shall not be liable for failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control. Such circumstances include, but are not limited to, supplier failures, shortages of materials, transport disruptions, strikes, fire, flooding, natural disasters, war, government measures, power failures and other circumstances that DaviLot could not reasonably have foreseen or prevented.

15. INTELLECTUAL PROPERTY

All drawings, designs, technical documentation, photographs, software, specifications and other materials supplied or made available by DaviLot remain the property of DaviLot or its licensors unless otherwise agreed in writing. Such materials may not be copied, reproduced, distributed or used for purposes other than the evaluation, purchase, installation or use of the relevant DaviLot products without DaviLot's prior written consent.

16. PERSONAL DATA

DaviLot processes personal data in accordance with its privacy policy, available on the DaviLot website.

17. VALIDITY OF THESE TERMS

If any provision of these General Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced, where legally possible, by a valid provision that most closely reflects the purpose of the original provision.

18. AMENDMENTS

DaviLot may amend these General Terms and Conditions from time to time. The version applicable to a purchase agreement is the version that was provided to or otherwise made available to the customer before or at the time the agreement was concluded, unless the parties expressly agree otherwise.

19. APPLICABLE LAW AND JURISDICTION

All agreements between DaviLot and its customers are governed by **Dutch law**, unless mandatory applicable law provides otherwise.

For international business-to-business transactions, the **United Nations Convention on Contracts for the International Sale of Goods (CISG)** shall not apply, unless expressly agreed otherwise in writing.

Any dispute arising from or in connection with an agreement shall, subject to mandatory applicable jurisdiction rules, be submitted to the competent court in the Netherlands having jurisdiction over DaviLot's registered office.