

ACTINIUS B.V. PRODUCTS GENERAL TERMS AND CONDITIONS

Actinius B.V., established in Amsterdam, Chamber of Commerce no. 82897700

1. General

- 1.1. These Products General Terms and Conditions (“Terms”) apply to all offers, orders, and sales of off-the-shelf hardware, software, and other products (“Products”) by Actinius B.V. (“Actinius”), whether placed through the Actinius webshop or by any other means including direct order, purchase order, email, or signed quotation. They are accessible at all times on the Actinius website and a written copy will be sent to the Buyer upon request.
- 1.2. By placing an order, the Buyer acknowledges and accepts these Terms. Actinius reserves the right to update these Terms at any time; the version in force at the moment of order placement applies to that order.
- 1.3. Unless explicitly agreed otherwise in writing, the general or specific terms or stipulations of any third party are not accepted by Actinius.
- 1.4. These Terms apply to both consumer Buyers and business Buyers. Where a provision applies only to consumer Buyers (“Consumer Provisions”, section 11) or only to business Buyers (“Business Provisions”, section 12), this is indicated explicitly. In the event of any conflict between the general provisions of these Terms and a Consumer Provision, the Consumer Provision prevails for consumer Buyers.
- 1.5. For the purposes of these Terms, a “consumer” is a natural person who is not acting in the course of a trade, business, craft, or profession. A “business Buyer” is any other Buyer, including legal entities and natural persons acting in the course of their trade, business, craft, or profession.
- 1.6. Nothing in these Terms shall limit or exclude any rights of a consumer Buyer that cannot be limited or excluded under applicable mandatory law.
- 1.7. Actinius also publishes Services General Terms and Conditions (the “Service Terms”) which apply to development, manufacturing-on-contract, maintenance, and consultancy services agreements. These *Terms* apply to sales of Products. In the event of any conflict between these Terms and the Service Terms, these Terms shall prevail for product sales, and the Service Terms shall prevail for services.

2. Offers and Formation of Agreement

- 2.1. Offers and product information published on the Actinius website, in catalogues, or in individual quotations are non-binding and may be revoked or amended by Actinius at any time before acceptance of an order. Actinius is not bound by an offer if the Buyer ought reasonably to have understood that the offer, or any part of it, contained an obvious mistake or error.
- 2.2. An agreement comes into existence when Actinius has confirmed the Buyer’s order in writing (including by email or webshop order confirmation) or has dispatched the ordered Products, whichever occurs first. For business Buyers placing orders by purchase order or signed quotation, acceptance by Actinius may also be evidenced by issuing an order acknowledgement or proforma invoice.
- 2.3. Actinius reserves the right to refuse any order, or to accept an order subject to additional conditions such as advance payment or cash on delivery, without giving any reason. Where Actinius refuses an order, any payment already received in respect of that order shall be refunded without undue delay.

- 2.4. Verbal commitments only bind Actinius after they have been confirmed in writing.
- 2.5. Offers and prices quoted to a particular Buyer do not automatically apply to repeat orders.

3. Prices and Payment

- 3.1. All prices are in Euros and are stated exclusive of VAT. VAT is calculated and displayed at the time of order based on the Buyer's country and VAT status. Where applicable, the VAT-inclusive total is shown to consumer Buyers before they confirm the order.
- 3.2. All prices are subject to printing and typing errors. Actinius accepts no liability for the consequences of such errors and reserves the right to cancel any order placed on the basis of an obvious pricing error, with full refund of any amount already paid.
- 3.3. Prices in confirmed orders will not be increased during the term of the offer, unless legal measures require it or the manufacturer applies an interim price increase that Actinius cannot reasonably absorb.
- 3.4. For webshop orders, payment is due in full at the moment of order placement using the payment methods listed on the website at the time of order. For orders placed by other means, payment is due in full before shipment of the Products, unless other payment terms are explicitly agreed in writing between Actinius and the Buyer.
- 3.5. Where Actinius agrees to credit terms with a business Buyer, payment shall be made within the period stated on the invoice and in any event not later than 30 days from the invoice date. In the case of late payment by a business Buyer, the business Buyer shall owe statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code from the due date, without further notice of default being required, and shall reimburse all reasonable costs of collection.

4. Delivery

- 4.1. Delivery takes place subject to availability of stock. Delivery times stated on the website, in quotations, or in order confirmations are indicative only.
- 4.2. Actinius will deliver ordered Products within 30 days of order confirmation, unless a longer delivery time is explicitly agreed. Where Actinius is unable to deliver within this period, Actinius will inform the Buyer without undue delay and offer either a revised delivery date or full cancellation with refund of any amount already paid.
- 4.3. Risk of loss or damage to the Products passes to the Buyer upon delivery. For consumer Buyers, risk passes upon physical possession of the Products by the consumer or by a third party indicated by the consumer (other than the carrier). For business Buyers, risk passes upon handover of the Products to the carrier, unless otherwise agreed in writing.
- 4.4. Shipping costs are stated at checkout (for webshop orders) or in the order confirmation or invoice (for other orders) and are charged in addition to the price of the Products unless explicitly indicated otherwise.
- 4.5. Where the Buyer (or a person designated by the Buyer to receive the Products) is unavailable at the agreed delivery address, the carrier's report of the delivery attempt serves as proof of the offer of delivery.

5. Conformity and Warranty

- 5.1. Actinius warrants that delivered Products conform to the agreement and meet the specifications stated in the offer at the time of delivery. The applicable warranty

period and remedies depend on whether the Buyer is a consumer (section 11) or a business Buyer (section 12).

- 5.2. The warranty does not apply where: (a) the Buyer is in default towards Actinius; (b) the Buyer or a third party has repaired, modified, or processed the Products without prior written approval of Actinius; (c) the Products have been used contrary to the instructions of Actinius or the package; (d) the defect results in whole or in part from regulations imposed by any authority concerning the nature or quality of the materials used; or (e) the defect results from normal wear and tear.
- 5.3. Actinius is not responsible for the ultimate suitability of the Products for any specific application by the Buyer, nor for any advice regarding the use or application of the Products, unless explicitly agreed otherwise in writing.

6. Reservation of Ownership

- 6.1. All Products sold and delivered by Actinius remain the property of Actinius until the Buyer has paid the full purchase price, including any interest, costs, and damages owed under the agreement, in accordance with Article 3:92 of the Dutch Civil Code.
- 6.2. Until full payment, the Buyer is not entitled to pledge the Products, transfer ownership of them as security, or otherwise encumber them. Products subject to retention of title may only be resold within the framework of the Buyer's normal business operations and may not be used as a means of payment.
- 6.3. If a third party seizes Products subject to retention of title, or seeks to establish or assert any right over them, the Buyer shall inform Actinius without delay.

7. Force Majeure

- 7.1. Actinius is not liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including but not limited to: acts of government, war, terrorism, civil unrest, pandemic, fire, flood or other natural disaster, strikes, supplier delays, transport disruptions, internet or telecommunications outages, and faults in third-party services.
- 7.2. In the event of force majeure, Actinius is entitled to suspend its obligations for the duration of the impediment and a reasonable start-up time. Where the impediment continues for more than 60 days, either party may terminate the affected portion of the agreement by written notice, without liability for damages.

8. Liability

- 8.1. Nothing in these Terms shall exclude or limit the liability of Actinius for: (a) death or personal injury caused by negligence; (b) intentional misconduct or gross negligence; (c) any liability that cannot be excluded or limited under applicable mandatory law.
- 8.2. Subject to article 8.1, the total aggregate liability of Actinius arising out of or in connection with any order shall not exceed the total amount paid by the Buyer for that order, except to the extent that mandatory consumer law provides otherwise for consumer Buyers.
- 8.3. Actinius is not liable for indirect or consequential damages, including but not limited to loss of profits, loss of revenue, loss of data, or business interruption, except to the extent that mandatory consumer law provides otherwise for consumer Buyers.
- 8.4. The Buyer is responsible for following the instructions provided with the Products and on the Actinius website. Actinius is not liable for damage caused by improper use of the Products.

9. Data Protection

- 9.1. Actinius processes personal data of Buyers in accordance with the General Data Protection Regulation (EU) 2016/679 and applicable Dutch data protection law. Details of how Actinius processes personal data are set out in the Actinius Privacy Policy, available on the website.
- 9.2. Personal data is processed for the purposes of executing the order, fulfilling legal obligations, and where applicable on the basis of legitimate interests or consent. Personal data will not be sold to third parties.

10. Export Control and Sanctions Compliance

- 10.1. The Buyer shall comply with all applicable export control, customs, and economic sanctions laws and regulations, including those of the European Union, the United Nations, the United States, and the United Kingdom. The Buyer shall not sell, export, re-export, transfer, or otherwise make available any Products supplied by Actinius to any person, entity, destination, or end-use prohibited or restricted under such laws, and shall obtain any licences or authorisations required prior to such transfer.
- 10.2. In particular, where any Products supplied by Actinius, or any components incorporated therein, fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and/or Article 8g of Council Regulation (EC) No 765/2006, the Buyer shall not sell, export or re-export, directly or indirectly, such Products to the Russian Federation or to Belarus, or for use in the Russian Federation or in Belarus.
- 10.3. Where the Products are resold, transferred, or otherwise made available to third parties, the Buyer shall include in its contracts with such third parties obligations equivalent to those set out in articles 10.1 and 10.2, and shall require those third parties to impose equivalent obligations on their own customers further down the commercial chain.
- 10.4. The Buyer shall immediately inform Actinius of any circumstance, problem, or third-party conduct that could frustrate the purpose of article 10.2, including any indications of suspected diversion. Upon written request by Actinius, the Buyer shall provide, within two (2) weeks, information and documentation evidencing compliance with the obligations under this section.
- 10.5. Where Actinius has reasonable grounds to suspect non-compliance, Actinius shall be entitled to suspend deliveries until the matter is resolved, without liability for delay or non-performance, save in the event of intent or gross negligence on the part of Actinius.
- 10.6. Any violation by the Buyer of articles 10.1, 10.2, or 10.3 constitutes a material breach of the agreement. Actinius shall be entitled to terminate the agreement with immediate effect and to claim compensation for any damages caused, in accordance with applicable law.

11. Consumer Provisions (Apply Only to Consumer Buyers)

- 11.1. This section applies in addition to the other provisions of these Terms where the Buyer is a consumer. In the event of any conflict between this section and any other provision of these Terms, this section prevails for consumer Buyers.

Right of withdrawal

- 11.2. The consumer Buyer has the right to withdraw from the agreement, without giving any reason, within a period of 14 days starting from the day on which the consumer or a third party indicated by the consumer (other than the carrier) acquires physical possession of the Products.

- 11.3. To exercise the right of withdrawal, the consumer Buyer must inform Actinius of the decision to withdraw by an unambiguous statement (for example, a letter sent by post or email to the contact address indicated on the Actinius website). The consumer Buyer may use the model withdrawal form made available on the Actinius website but is not obliged to do so.
- 11.4. To meet the withdrawal deadline, it is sufficient for the consumer Buyer to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.
- 11.5. In the event of withdrawal, the consumer Buyer shall return the Products without undue delay and in any event not later than 14 days from the day on which the withdrawal was communicated. The deadline is met if the Products are sent before the 14-day period has expired. The consumer Buyer bears the direct cost of returning the Products.
- 11.6. The consumer Buyer is liable only for any diminished value of the Products resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the Products.
- 11.7. Actinius shall reimburse all payments received from the consumer Buyer, including standard delivery costs, without undue delay and in any event not later than 14 days from the day on which Actinius is informed of the decision to withdraw. Actinius may withhold reimbursement until it has received the Products back, or until the consumer Buyer has supplied evidence of having sent the Products back, whichever is the earliest.
- 11.8. The right of withdrawal does not apply to: (a) Products made to the consumer's specifications or clearly personalised, including without limitation Products that have been configured, programmed, flashed with custom firmware, or otherwise prepared to specifications provided by the consumer; (b) sealed Products which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery; (c) sealed audio or video recordings or sealed software, which were unsealed after delivery; (d) any other category of Products or services excluded from the right of withdrawal under Article 6:230p of the Dutch Civil Code.

Statutory conformity warranty

- 11.9. The consumer Buyer is entitled to the statutory conformity warranty under Articles 7:17 and 7:18 of the Dutch Civil Code. Products must be in conformity with the agreement at the time of delivery and remain so for the period that the consumer may reasonably expect, taking into account the nature of the Products and the statements made by Actinius.
- 11.10. Where the Products do not conform to the agreement, the consumer Buyer is entitled, in accordance with Articles 7:21 and 7:22 of the Dutch Civil Code and applicable EU law, to: (a) repair or replacement free of charge; (b) a proportionate price reduction; or (c) termination of the agreement with refund. The exact remedy depends on the nature and severity of the non-conformity.
- 11.11. The consumer Buyer must notify Actinius of any non-conformity within a reasonable time after discovery. Notice given within two months of discovery is in any event timely.

Pre-contractual information and order confirmation

- 11.12. Actinius shall provide the consumer Buyer with all pre-contractual information required under Article 6:230m of the Dutch Civil Code in a clear and comprehensible manner before the consumer Buyer is bound by the order. This information is also reflected in these Terms and on the Actinius website.

- 11.13. Promptly after order placement and in any event before delivery, Actinius shall send the consumer Buyer a confirmation of the agreement on a durable medium, including all information required by Article 6:230v of the Dutch Civil Code.

12. Business Provisions (Apply Only to Business Buyers)

- 12.1. This section applies in addition to the other provisions of these Terms where the Buyer is a business Buyer. The provisions of section 11 (Consumer Provisions) do not apply to business Buyers.
- 12.2. The right of withdrawal under section 11 does not apply to business Buyers. Business Buyers may only return Products with the prior written consent of Actinius.
- 12.3. Business Buyers are obliged to inspect delivered Products promptly upon receipt and to notify Actinius in writing of any visible defect, shortage, or non-conformity within seven (7) days of delivery, and of any non-visible defect within seven (7) days of discovery, and in any event within twelve (12) months of delivery. Failing such notice, the Products are deemed accepted and any claim in respect of the relevant defect lapses.
- 12.4. Where a business Buyer's claim under article 12.3 is found to be justified by Actinius, Actinius shall, at its option, replace the Products, repair them, or refund the purchase price. Any further liability of Actinius towards business Buyers is limited as set out in section 8.
- 12.5. Articles 6:227b paragraph 1 and 6:227c of the Dutch Civil Code, concerning information obligations and procedural steps in electronic contracting, do not apply to agreements with business Buyers.
- 12.6. Where a business Buyer purchases Products by issuing a purchase order, signed quotation, or other order document containing terms or conditions of the Buyer, such Buyer's terms shall be of no force or effect unless explicitly accepted by Actinius in writing.

13. Termination

- 13.1. Actinius shall be entitled to terminate the agreement with immediate effect, without prior notice and without judicial intervention, in the event that: (a) the Buyer fails to comply with any material obligation under these Terms and, where the breach is capable of cure, fails to cure such breach within a reasonable period after written notice; (b) the Buyer becomes insolvent, applies for or is granted a moratorium on payments, or is declared bankrupt; or (c) the Buyer breaches any of articles 10.1, 10.2, or 10.3 (sanctions compliance), in which case no cure period applies.
- 13.2. Provisions of these Terms which by their nature are intended to survive termination, including without limitation provisions on liability, sanctions compliance, data protection, and governing law, shall remain in full force and effect after termination.

14. Governing Law and Jurisdiction

- 14.1. These Terms and any agreement to which they apply are governed exclusively by the laws of the Netherlands, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 14.2. Any dispute arising out of or in connection with these Terms or any agreement to which they apply shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands. This article 14.2 does not affect any right of a consumer Buyer to bring proceedings before the courts of the Member State in which the consumer Buyer is domiciled, where such right is granted by mandatory law.

Version: April 2026