

# General Purchasing Terms and Conditions

**RICOH**  
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## Chapter 1. General Provisions

### Art. 1 Applicability and general

- 1.1 These Purchasing Terms and Conditions are applicable to all requests for quotation, offers, and agreements in which Ricoh acts as purchaser of goods and/or services.
- 1.2 Any deviation from these terms and conditions is only possible if this has been explicitly agreed in writing. Any general terms and conditions of the counterparty are expressly turned down.
- 1.3 If any of the provisions of these terms and conditions or the agreement prove null and void or are declared null and void in a court of law, the other provisions of these terms and conditions or the agreement shall retain their legal force. The Parties shall consult each other regarding the provision(s) which are - or have been declared - null and void in order to agree on an alternative arrangement. The alternative arrangement shall not affect the purport of these terms and conditions or the agreement and shall as much as possible approximate the purport of the provision(s) which are - or have been declared - null and void.
- 1.4 Obligations which according to their nature are meant to survive also after termination of the agreement, shall remain in force after termination of the agreement. The said obligations include but are not limited to indemnification for infringement of intellectual property rights, non-disclosure, dispute settlement, and applicable law.

### Art. 2 Conclusion of the agreement

- 2.1 Agreements concerning the delivery of goods or the performance of services are concluded through a written order of Ricoh. If this has been explicitly agreed in writing, agreements may also be concluded through an order of Ricoh made by e-mail.
- 2.2 If the offer is followed by a verbal assignment that is in accordance with the offer, the agreement shall be concluded at the moment of giving that assignment. In case of a verbal assignment, the delivery or performance shall not start until written confirmation of the assignment by Ricoh, except if Ricoh has given the counterparty an order number upon entering into the agreement.
- 2.3 Any agreements as well as any changes and additions thereto shall only be binding upon Ricoh if made or confirmed in writing by Ricoh's Purchase & Ordering department.
- 2.4 If applicable, all order confirmations must be in the possession of Ricoh at the latest within eight (8) working days after the order date.
- 2.5 The order confirmation must at least include:
  - the Ricoh article number and the description of the deliverable goods (and if applicable design drawings and specifications) and/or services;
  - the price (broken down into gross amount, discount, and/or net amount);
  - the delivery time;
  - in the event of goods, the quantity, volume, and weight of the deliverable goods;
  - the order number of Ricoh;
  - the references of the counterparty;
  - the quality code and supplier code;
  - if possible, in the event of goods, the name of the carrier/ transport company.
- 2.6 Any deviations upon acceptance of the assignment must be clearly and explicitly stated at all times and are non-binding, except if accepted in writing by Ricoh.

### Art. 3 Liability

- 3.1 The counterparty is held to compensate all and any damage suffered by Ricoh because of or in connection with the implementation of the agreement by the counterparty.
- 3.2 The counterparty shall indemnify Ricoh against all and any third-party claims for compensation of damage as referred to in the first paragraph. In this paragraph, third parties are to be understood also as staff of Ricoh and those performing work on orders of Ricoh.
- 3.3 The counterparty is held to take out and maintain adequate insurance for its liability and risks set forth in the previous paragraphs. Consequently, the insurance policy at the time of the agreement may not be changed to the detriment of Ricoh. Ricoh reserves the right to inspect the insurance policy if so desired.
- 3.4 Ricoh is exclusively liable for direct damage caused by a default that is attributable to Ricoh if this refers to damage caused by death or physical injury or in the event of gross negligence or wilful misconduct. The maximum liability of Ricoh shall never exceed € 1,500,000 per event.
- 3.5 Ricoh excludes all liability for indirect damage, consequential damage, and all other damage that is not mentioned in article 3.4.

### Art. 4 Force majeure

- 4.1 In the event of temporary force majeure, the counterparty shall notify Ricoh in writing immediately after occurrence of the circumstance causing the force majeure, specifying the cause of the force majeure, in which case Ricoh shall be authorized to choose between: a.) granting the counterparty extra time to fulfil the contractual obligations during a reasonable time limit. This time limit shall be set by Ricoh. If, after expiry of the set time limit, the counterparty is unable to fulfil its contractual obligations after all, Ricoh shall be authorized a) to dissolve the agreement out of court with immediate effect, without being held to pay any damages and/or expenses to the counterparty; or b) dissolving the agreement out of court with immediate effect, without being held to pay any damages and/or expenses to the counterparty.
- 4.2 In the event of permanent force majeure on the part of the counterparty, the counterparty shall notify Ricoh immediately and Ricoh shall be authorized to dissolve the agreement out of court with immediate effect, without being held to pay any damages and/or expenses to the counterparty.
- 4.3 Force majeure shall in any event not include: lack of staff, strikes, staff illness, transport issues, shortage of raw materials, breach or non-fulfilment of the obligations by suppliers, production breakdowns on the part of the counterparty, and cash-flow problems or solvency problems on the part of the counterparty.

### Art. 5 Termination

- 5.1 The agreed dates and time limits shall qualify as fixed and final dates. If any provision is not fulfilled within the agreed time limit and at the agreed place, the counterparty shall be in default by operation of law. If fulfilment proves permanently impossible, Ricoh reserves the right to terminate the agreement.



- 5.2 Ricoh has the authority to terminate the agreement prematurely through written notification of the counterparty, provided that notification is motivated by adequately compelling grounds. Immediately after receipt of the written notification, the counterparty must discontinue the implementation of the agreement. Ricoh and the counterparty shall then enter consultations regarding the consequences of such a termination.
- 5.3 If the counterparty fails to fulfil the agreement, as well as in the event of bankruptcy or administrative receivership of the counterparty, and in the event of business discontinuation, liquidation or takeover, or any comparable status of the company of the counterparty, the counterparty shall be in default by operation of law and Ricoh shall be entitled: a) to terminate the agreement unilaterally in whole or in part through a written notification to the counterparty, b) to suspend its payment obligations, and c) to assign the implementation of the agreement in whole or in part to third parties at the expense and risk of the counterparty, all this without making Ricoh liable to pay any damages, and without prejudice to any further rights falling to Ricoh.
- 5.4 If the counterparty does not observe any provisions from the anti-corruption legislation governing the Parties, or acts in breach of anti-corruption legislation otherwise, Ricoh shall be entitled to terminate the agreement immediately and without prior notice. Ricoh shall not accept any liability for the payment of damages or other forms of compensation for the benefit of the counterparty as a result of the termination.
- 5.5 All and any claims by Ricoh on the counterparty by virtue of this article today or in the future shall be immediately and fully payable on demand.
- 5.6 If the counterparty lays claim on non-attributability of the default, the second and third paragraph of this provision shall apply mutatis mutandis.

## **Art. 6 Invoicing & Payment**

- 6.1 Invoicing shall be made to the submitted invoice address after delivery of the goods or services, specifying the order number and fully broken down into quantity and type of product/service.
- 6.2 Unless otherwise agreed, payment shall be made after withholding any credit restriction and within fifty calendar days after receipt of the invoice, provided that the goods have been received and/or the services have been performed and accepted, and provided that, before expiry of the said time limit, Ricoh has not made any objections on valid grounds to the manner of implementation of the agreement. Payment of the purchase price shall not imply any waiver of rights whatsoever.
- 6.3 In the event of reasonable doubt to (a part of the) invoice, Ricoh shall be entitled to suspend payment of the invoice (in part) during the period of reasonable doubt, without compelling Ricoh to pay any additional expenses or interest resulting from suspension.
- 6.4 Ricoh is authorized to offset any payable invoice amounts against amounts payable by the counterparty to Ricoh.
- 6.5 Overstepping of the payment deadline by Ricoh or suspension of payment pursuant to article 6.3 shall not entitle the counterparty to suspend or terminate its contractual obligations.

## **Art. 7 Indemnification**

- 7.1 The counterparty confirms and warrants that payment has been made of all and any taxes, social security contributions, or premiums for subordinates/ non-subordinates/ persons engaged by Ricoh and shall indemnify Ricoh against any claims in connection with this.
- 7.2 The counterparty shall indemnify and compensate Ricoh for any expenses, obligations, financial losses, direct, indirect, and consequential losses (including but not limited to pure economic losses, loss of revenues, loss of goods, loss of goodwill, and comparable losses), damage, claims, demands, disputes, judgments and the cost of legal proceedings (based on full indemnification) which Ricoh would suffer as a result of non-fulfilment by the counterparty of its obligations or warranties under the Bribery Act Ricoh Nederland B.V. This indemnification shall not be applicable to penalties payable by Ricoh as a result of criminal acts on the part of Ricoh.

## **Art. 8 Intellectual Property**

- 8.1 All intellectual property rights which may or shall be exercised - wherever and whenever - concerning the results of the services performed for Ricoh by the counterparty, shall rest with Ricoh. Pursuant to the agreement, the said rights shall be transferred by the counterparty to Ricoh upon creation thereof, which transfer is accepted by Ricoh already today for the future.
- 8.2 If and insofar as the results referred to in the first paragraph are created by making use of already existing intellectual property rights that do not fall to Ricoh, the counterparty grants Ricoh a non-exclusive permanent right of use, in which case the counterparty warrants to be entitled to grant the aforementioned right of use.
- 8.3 If and insofar as the transfer of the rights referred to in the first paragraph were to require a detailed legal instrument, the counterparty irrevocably authorizes Ricoh already today for the future to draw up and sign such legal instrument on behalf of the counterparty, without prejudice to the obligation of the counterparty to contribute towards the transfer of such rights upon first request of Ricoh, without being entitled to set any preconditions. If and insofar as necessary, the counterparty herewith irrevocably authorizes Ricoh to register or copy the transfer of the said intellectual property rights in the registers concerned.
- 8.4 In the event of a difference of opinion between the Parties regarding intellectual property rights concerning the results of the performed Services, it shall be assumed - for lack of any proof of the contrary - that the said rights rest with Ricoh. In all cases, Ricoh shall be entitled to make use of the outcome of the results envisaged in the agreement.
- 8.5 The counterparty herewith waives to Ricoh all and any so-called moral rights within the meaning of the Dutch Copyright Act 1912 possibly falling to the counterparty, if and insofar as such waiver is permissible under the applicable legislation. The counterparty, authorized thereto, and also on behalf of the staff involved on its part, waives to Ricoh all moral rights possibly falling to the said staff members, if and insofar as such waiver is permissible under the applicable legislation.
- 8.6 The counterparty may not make the results of the performed services available to third parties in whatever form, nor provide third parties with any information in this regard, unless Ricoh has explicitly given its consent for this. Ricoh may attach conditions to such consent.
- 8.7 The counterparty shall indemnify Ricoh against all and any claims by third parties concerning (any) infringement of intellectual property rights of such third parties, comparable claims concerning knowledge, including but not limited to unauthorized competition et cetera. The counterparty undertakes to take all measures, at its own expense, which may contribute to prevention of stagnation and to limitation of the extra expenses to be incurred and/or damage to be suffered as a result of the aforementioned infringements.
- 8.8 Without prejudice to the above, if third parties hold Ricoh liable for infringement of intellectual property rights, Ricoh shall be entitled to dissolve the agreement in writing, out of court, in whole or in part. Ricoh shall not make use of its right to dissolve the agreement except after prior consultations with the counterparty.
- 8.9 The provisions of this article are also applicable to delivery of goods by the counterparty.



## **Art. 9 Contact persons**

- 9.1 Both parties shall appoint a contact person concerning the implementation of the agreement. The name and contact details of the appointed persons shall be submitted to the Parties in writing.
- 9.2 Unless otherwise agreed in writing, a contact person shall only have operational responsibility and is not entitled to enter into any obligations.

## **Art. 10 Engagement of third parties**

- 10.1 The counterparty may not outsource the work to third parties in whole or in part without the written consent of Ricoh.
- 10.2 If the counterparty engages one or more third parties for the execution of a task with the consent of Ricoh, the counterparty shall impose the contractual provisions in its agreement with such third party/parties if and insofar as applicable, as well as the obligations for such third party/parties to do the same vis-à-vis the third party/parties whom it engages with the written consent of Ricoh.
- 10.3 A consent given by Ricoh by virtue of this provision shall not affect the liability of the counterparty for the conduct of the third party engaged.

## **Art. 11 Goods made available**

- 11.1 All goods made available to the counterparty, such as drawings, models, moulds, and tools, shall remain the property of Ricoh and shall immediately be returned to Ricoh upon request of Ricoh.
- 11.2 Without the written consent, the aforementioned goods may not be copied or reproduced in whatever form or in whatever way or made available for inspection or abandoned or given in use to third parties in whole or in part. The drawings, models, moulds, and tools made by the counterparty shall also be the property of Ricoh, and the price thereof shall be deemed included in the purchase price of goods, unless otherwise agreed in writing.
- 11.3 After termination of the agreement, all and any goods made available by Ricoh must be returned by the counterparty to Ricoh within ten working days after termination, unless otherwise agreed in writing.

## **Art. 12 Non-disclosure**

- 12.1 The counterparty is held to observe absolute non-disclosure vis-à-vis third parties concerning all and any company matters in the broadest sense of the word which have come to its knowledge as a result of the assignment, including but not limited to models, drawings, schema's, constructions, knowhow.
- 12.2 The counterparty also warrants that the non-disclosure obligation set forth in article 12.1 shall be fully observed by staff of the counterparty or third parties who have been involved in the implementation of the agreement after the prior written consent of Ricoh.





## Chapter 2. Purchasing Terms and Conditions concerning Goods

The following provisions in this chapter are merely applicable to the agreement if referring to the purchase of goods. If the agreement also provides for the purchase of services, chapter 3 shall also be applicable.

### Art. 13 Prices

- 13.1 Unless otherwise agreed in writing, the prices are fixed and in Euros, exclusive of VAT, and are based on Delivery Duty Paid (DDP) on the agreed place of delivery.
- 13.2 Unless otherwise agreed in writing, the prices stated in the agreement contain all amounts payable by Ricoh. All and any additional costs shall be payable by the counterparty.

### Art. 14 Delivery

- 14.1 The interpretation of delivery terms shall be governed by the latest Incoterms, published by the International Chamber of Commerce.
- 14.2 In this article, delivery is also understood as delivery in parts.
- 14.3 Delivery must take place in accordance with the assignment and in accordance with applicable legislation, including but not limited to the Ricoh company regulations.
- 14.4 The counterparty shall immediately notify Ricoh in writing as soon as it knows or suspects that it shall be (partially) unable to fulfil the agreement, in which the counterparty shall specify the (possible) causes of the non-fulfilment. The counterparty and Ricoh shall then consult each other on how to overcome the arisen situation, it being understood that the ultimate decision-making power on the matter lies with Ricoh, without prejudice to the rights which Ricoh may derive from the law and without prejudice to the right of Ricoh to impose on the counterparty an immediately payable and offsettable penalty in addition to this, up to a maximum of 5% of the purchase price of the entire assignment.
- 14.5 If for whatever reason - except on grounds of rejection - Ricoh is unable to receive the deliverable goods on the agreed date and/or place, this shall not put Ricoh in default. In that case, the goods shall remain for the risk of the counterparty and the counterparty shall store the goods as identifiable property of Ricoh (this by way of deviation from article 16.1) and shall insure the goods to the satisfaction of Ricoh.
- 14.6 During the storage, the counterparty shall take all reasonable measures to prevent any quality deterioration of the goods.
- 14.7 The counterparty shall enclose with the deliverable goods the sales and transport documents, all available documentation needed to be able to use the goods properly, as well as any inspection certificates, test documents, conformity assessment certificates, control documents, and guarantee certificates.
- 14.8 The counterparty shall observe the regulations applicable to Ricoh in terms of safety, health, and the environment, and its other company regulations. The counterparty shall also observe the Supplier Code of Conduct drawn up by Ricoh. Upon request, Ricoh shall give access to these regulations.
- 14.9 Conformity assessment, inspection, control, and/or testing of goods in accordance with the provisions in article 17 shall not imply any delivery, receipt, or transfer of risks.

### Art. 15 Packaging & Shipping

- 15.1 The goods must be durably packed and must be labelled in accordance with the directions of Ricoh.
- 15.2 All packaging, except for returnable packaging marked as such by the counterparty, shall become the property of Ricoh at the moment of delivery. Ricoh may waive this right of property acquisition and may compel the counterparty to take back the packaging.
- 15.3 Sending back returnable packaging and other packaging which Ricoh does not wish to own, shall be at the expense and risk of the counterparty and to a place of destination specified by the counterparty. If the counterparty does not specify a place of destination, Ricoh shall be entitled to send the goods back to the address of the counterparty.
- 15.4 The counterparty is liable for all and any damage caused by or related to the fact that the packaging does not meet the requirements specified in the first paragraph.

### Art. 16 Ownership & Risk

- 16.1 The ownership of and the risk for the deliverable goods shall be transferred at the moment of delivery, as soon as the goods have been received by Ricoh on the agreed place and at the agreed time of delivery, this without prejudice to the provisions in article 18.3.
- 16.2 By way of deviation from the first paragraph, the ownership of individual deliverable goods shall be transferred at the moment of down payment of those goods or at the moment when Ricoh demands transfer of ownership prior to delivery, in which case the counterparty shall label the goods concerned as identifiable property of Ricoh and shall indemnify Ricoh against any loss, damage, and exercise of rights by third parties. The goods shall be for the risk of the counterparty between the moment of transfer of ownership and the factual handover. The counterparty is held to insure the goods referred to in the previous sentence against all risks and at its own expense. Ricoh reserves the right to demand access to the insurance policy.
- 16.3 Before any payment takes place, Ricoh has the right to demand, in addition to or instead of the transfer of ownership, that the counterparty shall have an unconditional and irrevocable bank guarantee furnished at its own expense, from a banking institution that is acceptable to Ricoh, in order to secure fulfilment of the obligations of the counterparty.

### Art. 17 Quality & Specifications

- 17.1 The counterparty warrants that the deliverable goods:
  - a. are suitable for their designated use, if this designated use either arises from the nature of the delivery or has been communicated;
  - b. are in compliance with the specifications set forth in the assignment;
  - c. meet the requirements arising from the laws and other regulations applicable in the Netherlands, in particular environmental provisions regarding substances out of which the goods or their packaging have been manufactured and with regard to prescribed markings.
  - d. are solid and free of any defects in terms of construction, manufacturing, assembly, and/or material.
- 17.2 The counterparty warrants that the goods that it has delivered do not infringe any rights of industrial and intellectual property of third parties (including but not limited to patent rights, licences, copyrights, trade names, trademark rights, et cetera) and shall indemnify Ricoh against all and any claims made by virtue thereof. The counterparty shall compensate Ricoh for all expenses, damage, and interest resulting from infringement.



- 17.3 Upon written request of Ricoh, the counterparty shall be held to implement all changes in the assignment which are possible in a technical sense. Any resulting changes in price or delivery time shall be communicated in writing as soon as possible, but at the latest within five working days. If such change leads to a new price or delivery time, Ricoh shall be entitled to demand unchanged delivery or to demand that changes in price and delivery time shall be acceptable to Ricoh.
- 17.4 Without the written consent of Ricoh, the counterparty may not transfer or outsource the assignment to third parties in whole or in part.

#### **Art. 18 Conformity Assessment & Rejection**

- 18.1 Ricoh is at all times entitled to submit the ordered goods to inspection or conformity assessment before delivery and anywhere. Inspection or approval shall not release the counterparty from any warranty and/or liability arising from the agreement.
- 18.2 Ricoh has the right to demand the counterparty to submit its test and control reports respectively material quality certificates.
- 18.3 Neither receipt, nor payment of the goods shall imply any acceptance of its solidity. Should it turn out that the goods are not in conformity with the order, specifications, and/or drawings, or the requirements set forth herein, Ricoh shall be entitled to declare the agreement dissolved in whole or in part, or to request re-delivery within a time limit at the discretion of Ricoh, all this without prejudice to the entitlement to payment of damages. The solidity of the delivered goods services shall be assessed after each individual delivery. The counterparty may therefore not rely on the fact that previously delivered similar goods did pass the test.
- 18.4 Any complaints regarding the solidity of the delivered goods shall be submitted to the counterparty in writing within a time limit of thirty working days, which time limit shall commence on the date on which Ricoh has reasonably been able to test the solidity of the delivered goods.

#### **Art. 19 Warranty**

- 19.1 The counterparty warrants the solidity of the delivered goods for a period of twelve months after their utilization, but at the latest eighteen months after delivery. This warranty is not applicable to normal wear & tear or improper use.
- 19.2 If Ricoh lays claim on the warranty clause, the counterparty shall repair the defects as soon as possible after written notification of Ricoh or proceed to re-delivery free of charge. For lack thereof, Ricoh shall be entitled to repair the defect itself as soon as possible and payable by the counterparty.
- 19.3 For goods are delivered as replacement goods, the warranty period thereof shall recommence on the date of replacement.
- 19.4 Failure on the part of Ricoh to rely on the warranty clause or to demand repair within the said time limit shall not affect its right to demand enforcement after all or its right of unilateral dissolution under article 5.2.



## Chapter 3. Purchasing Terms and Conditions concerning Services

The following provisions in this chapter are merely applicable to the agreement if referring to the purchase of services. If the agreement also provides for the purchase of goods, chapter 2 shall also be applicable.

### Art. 20 Performance of the work & Supervision

- 20.1 Services are to be understood as: all work other than work under an employment contract, carried out on orders of Ricoh by the counterparty and related (or not) to the delivery of goods.
- 20.2 The counterparty must carry out the work meticulously and completely in compliance with the agreement.
- 20.3 The counterparty must carry out the work with the engagement of people with the proper skills and expertise.
- 20.4 The counterparty must see to adequate supervision and management.
- 20.5 In addition to the legal regulations concerning safety and hygiene, the counterparty is held to observe the relevant regulations of - and for the benefit of - Ricoh, and to ensure observance by the persons who have been entrusted by the counterparty with the execution of the work and the supervision thereof, without this leading to any expenses on the part of Ricoh. The said regulations include but are not limited to the company regulations, health regulations, environmental regulations, and the Code of Conduct drawn up by Ricoh. Upon request, the said regulations may be obtained from Ricoh.
- 20.6 If Ricoh so requests, the counterparty must submit a written statement to Ricoh concerning the personal details and terms of employment (and any changes thereto) of the persons carrying out the work for Ricoh today or in the future which are relevant for the execution of the work. If applicable, the counterparty must at least submit the work permits and Certificate of Good Standing (VOG) if Ricoh so requests. Ricoh reserves the right to demand any other documents. In addition, Ricoh expects staff of the counterparty to have verbal and written command of the Dutch language.
- 20.7 If so requested, the counterparty shall make use of a time sheet or other means of control, this at the discretion of Ricoh, to establish the hours worked by the persons referred to in the previous paragraph.
- 20.8 Unless otherwise agreed in writing, the working hours of the persons referred to in the previous paragraph shall be equal to the working hours of Ricoh employees.
- 20.9 Ricoh may deny the persons referred to in this article access to premises and/or buildings or to the worksite, or demand the counterparty to remove them immediately from such premises or buildings, if:
- in the opinion of Ricoh, they are manifestly unfit for their task;
  - they misbehave in such a way that, in the opinion of Ricoh, it is obvious that they cannot be maintained on the premises or in the buildings;
  - they are otherwise manifestly acting in breach of a contractual obligation.
- Upon first request of Ricoh, the counterparty must see to immediate replacement.

### Art. 21 Replacement of staff

- 21.1 Without the prior consent of Ricoh, the counterparty shall not temporarily or definitively replace persons who are entrusted with the execution of the services by virtue of the agreement. Ricoh shall not deny its consent on unreasonable grounds and may attach conditions to such consent.
- 21.2 The counterparty is held to replace persons who are entrusted with the execution of the services by virtue of the agreement if Ricoh so requests. Ricoh may make such a request if Ricoh believes that this is necessary or desirable in the best interest of a proper implementation of the agreement.
- 21.3 Persons referred to in this article who need to be replaced, will be replaced by persons who have at least an equivalent level of expertise, training, and experience as the persons who need to be replaced.
- 21.4 In case of replacement within the meaning of this article, the rates applicable to the original persons cannot be increased.

### Art. 22 Takeover of staff

- 22.1 During the implementation of the agreement and within one year after termination thereof, the counterparty shall not employ any Ricoh staff or negotiate with Ricoh staff on joining the counterparty without the consent of Ricoh. Such consent shall not be denied on unreasonable grounds.

### Art. 23 Remunerations

- 23.1 Unless otherwise agreed in writing, the agreed remunerations for the work shall contain all costs and expenses to be incurred by the counterparty for an expert performance thereof, including but not limited to travel and hotel expenses of the counterparty, as well as those of the persons entrusted by the counterparty with the execution and supervision thereof, the costs of insurance, costs of the auxiliary devices referred to in article 29, as well as the taxes and social security contributions payable by the counterparty for the performance of the work, with the exception of VAT.

### Art. 24 Additional Work & Less Work

- 24.1 Additional work shall exclusively qualify for compensation by Ricoh if Ricoh has ordered this in writing and has explicitly agreed to the payable remuneration in writing.
- 24.2 Additional work is exclusively at stake if, due to additional and/or changed demands of Ricoh, additional or more costly services need to be performed. Changes of legal regulations which are important for the fulfilment of the contractual obligations or additional and/or changed work or insights which the counterparty should have foreseen upon conclusion of the agreement, explicitly do not qualify as additional work that is subject to compensation.
- 24.3 Additional work shall be invoiced separately after completion and acceptance of the additional work by Ricoh.
- 24.4 Unless otherwise agreed in writing, less work shall be offset by mutual agreement.

### Art. 25 Warranties

- 25.1 The counterparty warrants that the performed services are in compliance with the agreement, free of any defects, and suitable for their designated purpose.
- 25.2 The counterparty warrants that the services to be delivered by the counterparty shall be performed in a professional manner.





- 25.3 The counterparty warrants that it shall exercise the due care of a good contractor during the execution of work. The counterparty must act in the way in which a reasonable skilled and reasonably acting fellow-professional would act.

#### **Art. 26 Inspections**

- 26.1 Ricoh is at all times entitled to carry out (or order) inspections.  
26.2 If inspections reveal any deviations from the required quality and warranty, the counterparty shall repair these immediately, at its own expense. The costs of (re-)inspection, if any, including those on the part of Ricoh et al., shall be borne by the counterparty

#### **Art. 27 Nuisance**

- 27.1 The counterparty must discuss beforehand with Ricoh the execution of work which may reasonably be expected to cause nuisance to Ricoh or to third parties. The Parties shall agree in writing how to subsequently execute the work.  
27.2 The counterparty is at all times held to limit any nuisance caused by the execution of work if and insofar as this is fair to expect of the counterparty.

#### **Art. 28 Interruption of the work**

- 28.1 If business circumstances so require, the counterparty must interrupt (or ensure interruption of) its work upon demand and as directed by Ricoh. The financial consequences shall be subject to further consultation. If Ricoh is held to compensate any damage, the total amount of the damages shall never exceed the total value of the (sub) assignment.

#### **Art. 29 Auxiliary devices**

- 29.1 Except where otherwise agreed in writing, the counterparty itself must see to all auxiliary devices needed for all deliverable work, such as personal safety devices and equipment, safety tools, welding equipment, ladders, scaffolding, et cetera, which must be of solid quality and must meet the legal standards.  
29.2 If, with the consent of Ricoh, the counterparty makes use of auxiliary devices owned by Ricoh, such use shall be for the risk of the counterparty who shall be fully liable for all and any damage caused by such use.

#### **Art. 30 Follow-up Assignment**

- 30.1 The counterparty may not derive any right from the agreement to obtain any follow-up assignment.

#### **Art. 31 Storage**

- 31.1 The counterparty is exclusively permitted to store materials on the premises and/or on a Ricoh site which are needed for the immediate execution of the order. The costs of storage and the liability for any loss/damage, including but not limited to deterioration of the materials, shall be payable by the counterparty.

#### **Art. 32 Strike**

- 32.1 For periods in which persons are not engaged due to a strike, Ricoh shall not pay any salaries and/or other remunerations to persons entrusted with the execution of the work and the supervision thereof by the counterparty or by a third party to whom the counterparty has transferred or outsourced the work, nor the costs of the auxiliary devices referred to in article 29.

#### **Art. 33 Dutch Wages and Salary Tax and Social Security Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*)**

- 33.1 The counterparty is held to comply with all obligations arising from the legislation governing the subcontractor liability for wages & salary tax and social security contributions, is held to cooperate towards creating safeguards for the collection of taxes and social security contributions concerning the works, and shall indemnify Ricoh in this regard.



## **Chapter 4. General Final Provisions**

### **Art. 34 Applicable Law & Jurisdiction Clause**

- 34.1 The agreement and all and any resulting agreements are exclusively governed by Dutch law (Dutch Civil Code). The applicability of the Uniform Act on the International Sale of Goods and the Vienna Sales Convention (Convention on the International Sales of Goods) are explicitly excluded.
- 34.2 All and any disputes arising from this agreement between Ricoh and the counterparty shall be brought before the Court of Oost-Brabant having jurisdiction on the matter, unless otherwise prescribed by mandatory rules of law.
- 34.3 By way of deviation from the second paragraph, Ricoh shall be entitled to determine that the dispute be settled through arbitration, in which case arbitration shall take place in accordance with the Regulations of the Netherlands Arbitration Institute (NAI) in Rotterdam. If a dispute is settled through arbitration, an arbitration appeal shall not be excluded.
- 34.4 If these terms and conditions have been translated into another language than Dutch, the Dutch version shall prevail at all times in the event of any differences of interpretation.

### **Art. 35 Final provision**

- 35.1 Without prejudice to all and any other rights, Ricoh may dissolve the agreement in whole or in part if the counterparty or any of its subordinates or representatives offers or provides any benefit or privilege to employees of Ricoh or its representatives.



## Why Ricoh?

Not surprisingly, Ricoh is worldwide market leader on sustainable IT and document management solutions.

We prove that companies of any scale can work in a more efficient, sustainable, and productive way.

Besides, you can save money and better control your costs.

Through intensive teamwork, creative thinking, consulting, and training we create solutions that will simplify all of your document-intensive processes and enable you to better manage your information. Our solutions will also enhance the security of your documents.

This is how we convert your demands into smart ideas and concrete solutions. *imagine. change.*

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imagine. change.

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