



## Terms & Conditions (T&C's) and Prerequisites for Pre-commissioning

1°) The Rf-Technologies ZENiX control solutions can only be priced in full after review and agreement on the final project requirements and specifications

Please appreciate that until the Rf-t ZENiX team has had an in-depth systems requirements briefing and discussion, the offered controls solution may not yet include all necessary components and services to accommodate in full the project requirements.

Therefore the controls components and services list may still require an extension to the below initially offered and will hence come at extended pricing to be formalized in an updated follow-on quotation.

Limited extend of our initial offering:

- Cause and effect functionality (C&E) is limited to one (1) alarm and all fire dampers close (fail safe close).
  - o A more complex C&E will not automatically increase the cost of our offering, however this can only be confirmed after establishing the final system composition and final C&E.
- In case of a required connection with a “building management system” (BMS), our standard ZENiX controller (500 or 100) can be interrogated using BACnet protocol over IP. BACnet or Modbus bi-directional communication and steering can be provided requiring additional controls components, this is currently not offered.
- Rf-t controls field modules can drive either Belimo or Rf-t ONE-T actuators (other brands to be discussed in detail before confirmation)

2°) The Rf-Technologies ZENiX control solution is limited to “supply and pre-commissioning” only.

- Specifically, in case of use with 3<sup>rd</sup> party fire or smoke control dampers, all electrical and communication connections or wiring to the damper actuators is not part of the current Rf-t offering.
- Specifically, in case of use with Rf-t fire or smoke control dampers, either equipped with the Rf-t ONE-T actuators, Rf-t smoke control damper actuators or Belimo actuators, Rf-t can optionally mount and connect the related Rf-t field modules to the respective actuators at the time of production. This service is currently not offered in this quotation.
- Specifically, in case of using the Rf-t ONE-X, actuator with integrated field module, there is no additional cost for connecting the field module to the actuator.
- In addition, all electrical and communication connections or wiring to any other system is not part of the current Rf-t offering.

### 3°) Pre-commissioning and Prerequisites

Rf-t pre-commissioning can only be performed by Rf-t or its certified partners.

*Pre-commissioning consists of and covers:*

A) Datapoint check, identifying all dampers, identifying any discrepancies with received damper list, identifying any connection and wiring issues, ...

B) Witnessing & demonstrating of maximum 10% of commissioned dampers.

Pre-commissioning does not include, nor cover:

Program changes to accommodate changes to priorly communicated damper schedule and the pre-programmed C&E.

- Program changes will come at additional charges and may require additional pre-commission visits or days at the related service charges

Additional services can be requested at mentioned service day charge.

*Pre-requisites and responsibilities of the customer:*

Rf-t to be informed of the exact date of the pre-commissioning, 4 weeks prior to.

Rf-t to be informed of full installation readiness of dampers and related control components by means of a fully checked of Rf-t pre-commissioning checklist and preferably accompanied by visual proof of, either picture or video material.

Installation readiness implies:

- all required and final electrical connections in place and all fire damper functionality tested, confirmed and powered
- all controls components in place, correctly installed and powered
- all necessary access means in place (physical, electrical, digital, ...)

In case any of the pre-requisites to pre-commissioning are not in place at arrival of the Rf-t team, Rf-t has the right to abort the pre-commissioning and leave the premises. Abortive charges will be applied. A corrective pre-commissioning and related charges will need to be rediscussed between the customer and the Rf-t sales team.

All outstanding invoices due are to be settled before pre-commissioning.

### 4°) Limitation of liabilities

The responsibility for the correct product selection in line with UK-CA / CE, including the related sealing and installation methods per construction and in line with the power system, resides with the customer until Rf-t has received full related details and confirmed the correct selection.

A positive pre-commissioning is not an endorsement of a correct damper selection or correct installation, as this remains the responsibility of the related installer.

#### 5°) Expenses

Depending on location, travel expenses and overnight stay will be charged.

**Team ZENiX.**

## RF-TECHNOLOGIES GENERAL TERMS AND CONDITIONS OF SALE

### I. GENERAL

1. These general terms and conditions form an integral part of any agreement concluded between us and our customers. Any order implies unconditional, exclusive and full recognition of these general terms and conditions on the part of the customer, irrespective of any provision to the contrary in the terms and conditions of the customer, of any nature whatsoever. Conditions or agreements to the contrary are only valid further to our express and written acceptance.

2. Any sale is subject to our written confirmation of the order. This confirmation defines the mutual rights and obligations relating, amongst other things, to delivery. Delivery is strictly limited to the goods and/or services described in the agreement. Any variation must be laid down in writing.

The customer accepts all costs resulting from any modifications or cancellations requested after the conclusion of the agreement.

3. We are not obliged to accept orders or fulfil agreements already concluded in all cases of force majeure, production shutdown, reduction in production, strike, damage to production plant, non- or late delivery by our suppliers, measures taken by the government and other, similar unforeseen circumstances, as well as all consequences of such events and situations. Non-acceptance of orders or non-fulfilment of existing agreements as a result of the circumstances described above do not entitle the customer to cancel any order, or refuse to accept or pay for the goods and/or service, or to any form of compensation.

4. The prices and all details relating to delivery periods as well as all other information and diagrams included in our catalogues, prospectuses, rates and related sources of information are for information purposes only and are not binding upon us. We reserve the right to modify them at any time and without prior notification, except as regards a technical dossier that is part of a contract of sale. All goods delivered may be modified by us provided that they can provide the performance agreed upon.

5. Barring written agreement to the contrary, all specifications, plans, blueprints and in general all technical documents which are provided in any form whatsoever remain our property and may not be reproduced or disclosed to third parties. If a sale is not concluded, the aforementioned data should be returned to us immediately upon first request.

### II. PRICES

1. Our prices are established on the basis of the current prices when the agreement is concluded. However, we expressly reserve the right to modify them if wage costs or any other decisive price rise significantly after the agreement is concluded.

2. Our prices are exclusive of VAT and are established on the basis of ex-works or ex-warehouse delivery. Packaging, transport, any insurance, taxes and customs duties are not included and are therefore borne by the customer.

### III. DELIVERIES

1. The delivery date is defined subject to all unforeseen circumstances beyond our control and the situations and events described under Clause 1.3 of these general terms and conditions. Meeting the delivery deadlines presupposes that the customer has fulfilled all his payment obligations.

2. Failure to meet the delivery deadline does not entitle the customer to cancel his order(s) or to refuse to accept or pay for goods or services, or to any form of compensation, than only after sending us a registered notice of default that gives us the time to take the necessary actions.

### IV. TRANSPORT

1. Our goods are transported on behalf of and at the risk of the customer. They are deemed to have been delivered and accepted as soon as they are loaded onto the means of transport.
2. Unless otherwise agreed, and without accepting any responsibility, we determine the means of transport and the route taken by the goods. If there is any delay or any damage is caused during transport, it is up to the customer to submit a complaint immediately with the relevant shipper and if appropriate to demand proportionate compensation. However, such a demand for compensation does not release the customer from any payment obligations in respect of us.
3. The customer is obliged to accept the delivery once the goods are ready for dispatch, otherwise we will be authorised to invoice the goods ex-works and store them at our discretion at the cost and risk of the customer.

Partial deliveries and their immediate invoicing are permitted.

4. Barring special, written agreement, delivered goods are not taken back. If we agree to take goods back, we are entitled to invoice an amount in proportion to the value and the condition of the goods at the time of delivery in our warehouse, plus any direct and indirect costs possibly incurred. If the customer returns goods unilaterally, we reserve the right to send the goods in question back again in the condition in which they are, at his cost and risk.

#### V. TERMS OF PAYMENT

1. If the terms of payment are not established when the agreement is concluded, the customer will accept the terms of payment indicated on our invoice.

Unless expressly agreed otherwise in writing, all invoices are payable net, at the latest 30 days after the date of invoicing.

2. The customer may not assert any objection that is not acknowledged by us to obtain a deferral of payment or the full or partial settlement of collectable invoices.
3. If our invoices are not paid by the due date, the amount will be increased automatically and without formal notice by bank interest equal to the interest rate of our credit facility, the minimum being the discount rate of the National Bank of Belgium for non-domiciled securities. All costs incurred in respect of the collection of unpaid invoices are borne by the customer. In addition, all due invoices that are not paid within eight days of formal notice to pay (any form of payment reminder validly constituting formal notice) should be increased by 10% as a full, flat-rate penalty clause.
4. Should the customer's asset position actually worsen or if we are informed of circumstances that reduce his creditworthiness, then all our credit balances, subject to all rights and notwithstanding all existing agreements, become immediately due, irrespective of the due dates. Moreover, in such cases we are entitled to alter the terms and conditions of delivery or cancel all current orders.

#### VI. RETENTION OF OWNERSHIP

1. All goods and services remain our exclusive property until the invoice or other receivables from current accounts have been settled in full.

Acceptance of this clause results from the acceptance by the customer, tacit or otherwise, of these general terms and conditions. Every customer is obliged to make these general terms and conditions enforceable upon his contracting parties who therefore undertake not to assert any other rights or obligations in respect of our company than those laid down in these terms and conditions. (For France, this applies amongst other things in cases of a collective procedure in accordance with legal provision No 80.335 of 12 May 1980).

2. The customer will take care of the goods as of delivery, which is the transfer to the shipper. He is therefore responsible for any damage or loss.

3. If the customer fails to comply with any contractual obligations of any nature whatsoever, such as non-payment of due invoices on the stipulated date, we will be authorised to demand the goods in question through proceedings in summary judgment. If the goods have already been transferred to third parties, we will be able to demand our right of ownership or, otherwise, the amount of the selling price plus interest and costs.

## VII COMPLAINTS

1. Within the limits of the amounts invoiced we give a one-year guarantee on our goods for hidden defects, as of the delivery date.

b) However, our guarantee is only valid to the extent that the goods supplied are installed and used according to good practice and to all applicable laws, standards and regulations. Any deviation from this condition releases us from any responsibility.

c) Furthermore, the customer can only make a claim under guarantee on condition that he has fulfilled all his contractual obligations and in particular his payment obligations.

d) Hidden defects are only covered by the guarantee if they are reported to us within five days of being detected.

2. a) Our guarantee is limited to the replacement or repair, free of charge, by our services, of goods we acknowledge to be defective. Such replacements or repairs do not extend the guarantee period.

b) Transport costs for spare parts will be borne by the customer.

c) ) All other complaints or demands for compensation or indemnification are excluded, irrespective of the legal or other grounds on which they are based.

3. a) All repairs rendered necessary further to normal wear and tear of the goods or as a result of damage or accidents caused by neglect, lack of monitoring or maintenance, improper use or incorrect assembly are not covered by our guarantee.

b) If the customer himself, third parties or the aforementioned working together transform or repair the goods themselves without our prior and written agreement, we are immediately released in full from our obligations under the guarantee.

## VIII. VALIDITY CLAUSE

The invalidity, for any reason whatsoever, of one of the provisions in these general terms and conditions does not affect the validity of the remaining clauses.

In the event of inconsistencies between the different language versions of these general terms and conditions, the Dutch version prevails.

## IX. DISPUTES

Belgian law applies to any disputes that may arise. All disputes can be settled by the courts of the legal district of Ghent.