

Latest update: 01/03/2025

Article 1. Definitions

In these general terms and conditions, the following definitions apply:

- 1.1 **Agreement:** Every agreement, or every amendment or supplement or every follow-up thereto, as well as every (legal) act (also in preparation and in execution of that agreement), which is concluded between Supplier and Customer with regard to a product and/or service of Supplier in the Benelux and/or whereby the Customer is established in the Benelux.
- 1.2 **Consumable Products:** labels and tags, linerless labels, ribbons, wristbands, RFID tags.
- 1.3 **Customer:** Any natural or legal person who purchases products and/or services from the Supplier or with whom the Supplier enters into an Agreement or any other legal or factual act or with whom the Supplier is consulting about entering into an Agreement or any other legal or factual act.
- 1.4 **GTC:** standard terms and conditions as set out in this document including any other terms and conditions agreed in writing between Supplier and the Customer.
- 1.5 **Hardware Products:** printers, hand labelling devices, scanners.
- 1.6 **Supplier:** SATO Europe GmbH, trading under the name SATO Europe GmbH Benelux, a branch existing under Dutch law with its registered office at Zeemanlaan 6, 3401 MV IJsselstein, The Netherlands.

Article 2. Applicability.

2.1 These GTC are part of all Agreements and apply to all (related) actions and legal acts of respectively between Supplier and Customer.

Article 3. Offers and conclusion of Agreements

3.1 An offer or quotation does not bind the Supplier and only serves as an invitation to the Customer to place an order.

3.2 An Agreement is only concluded if and insofar as the Supplier accepts an order from the Customer in writing or if the Supplier executes an order.

3.3 In case of cancellation of an order placed by the Customer, the Supplier has the right to charge the damage incurred as a result, with a minimum of 25 (in words: twenty-five) % of the order value. Such losses shall include, in particular but not be limited to, the costs of reserved production capacity, purchased materials, services called in, storage and loss of profit.

3.4 All statements by the Supplier of numbers, sizes, weights, other indications and technical descriptions of the products and services have been made with care. However, the Supplier cannot guarantee that deviations will not occur in this regard. Illustrations or drawings shown or provided are only indicative indications of the products and services concerned.

3.5 More or less deliveries of the quantity of products as stated in the Supplier's order confirmation are permitted within a margin of 10%. The more or less quantity delivered will be charged to the Customer or settled with the Customer respectively.

Article 4. Intellectual property

4.1 Drawings, calculations, photocopies, descriptions, samples and all other documents, models and objects relating to an offer, product or service of the Supplier remain the unconditional property of the Supplier. These must be returned at the Supplier's request. The Customer shall refrain from any infringement of copyright, trademark right, patent right, model right or any other Intellectual and/or industrial property right of the Supplier and/or other companies within the SATO group, failing which the Customer shall be liable for all losses incurred by the Supplier and/or other companies within the SATO group as a result, including loss of profit. Without the Supplier's written consent, these documents may not be reproduced or made available to third parties. In the event that the Customer violates this, the Supplier is entitled to demand a lump-sum compensation of 5% of the possible Agreement price. This does not affect the possibility of claiming further damages. The Customer shall be granted the right to prove that the Supplier has not incurred any damage or that the damage incurred by the Supplier is significantly less than the lump-sum.

Article 5. Amendments and supplements

5.1 Amendments and supplements to any provision in these GTC can only be agreed upon explicitly in writing.

5.2 If an amendment or supplement as referred to in paragraph 5.1 is agreed upon, this amendment or supplement shall only apply to the Agreement in question.

Article 6. Prices

6.1 All prices are in euros and exclusive of the applicable VAT. Unless expressly stated otherwise, the costs of the packaging required for transport and packaging and the costs of shipment, import and export duties and excise duties and all other levies or taxes imposed or levied in respect of the products or services and the transport of the products, as well as all costs of assembly and/or construction of special facilities shall be borne by the Customer. The packaging required for transport and packaging will not be taken back by the Supplier.

6.2 Prices are based on the circumstances applicable to the Supplier at the time the Agreement was concluded, such as, among other things, exchange rates, purchase prices, freight rates, import and export duties, excise duties, levies and taxes levied directly or indirectly on the Supplier or charged to the Supplier by third parties. Should these circumstances change after the conclusion of the Agreement but before delivery, the Supplier has the right to pass on the resulting costs to the Customer and the Customer shall pay these costs to the Supplier.

Article 7. Delivery period

7.1 The delivery term specified by the Supplier is based on the circumstances applicable to the Supplier at the time the Agreement was concluded and, to the extent that it depends on the performance of third parties, on the information provided to the Supplier by those third parties. In that sense the delivery term

is indicative and therefore not a deadline, but the delivery term shall be observed by the Supplier to the extent possible.

7.2 The delivery period shall start on the date of the written order confirmation by the Supplier. If the Supplier requires data or tools to be provided by the Customer for the execution of the Agreement, the delivery period shall start on the day that all required data or tools are in the possession of the Supplier, but not earlier than the date of the written order confirmation by the Supplier.

7.3 Agreed delivery periods may be extended or shortened by the Supplier. The Supplier shall inform the Customer of this as soon as possible.

7.4 The Supplier reserves the right to suspend the delivery of new orders in case of payment arrears or exceeding of credit limit assigned by the Supplier until the Customer has fully fulfilled his payment obligation(s).

7.5 If the delivery term is exceeded, the Customer is not entitled to any compensation. Nor is the Customer entitled to cancel the Agreement.

7.6 The Supplier reserves the right to invoice on an interim basis if partial deliveries of products and/or services are more than ten (10) days apart.

Article 8. Delivery and risk

8.1 The risk of the products and packaging shall always pass to the Customer at the time the products are ready for shipment. The transport of the products shall take place entirely at the expense and risk of the Customer.

8.2 For orders with an order value below €500 (in words: five hundred euros), the Supplier is entitled to charge administration costs.

8.3 Dispatch shall take place in the manner chosen by the Supplier, unless the Customer prefers another mode of dispatch, in which case the additional costs involved shall be borne by the Customer.

8.4 If the Customer does not purchase or accept the delivery of the products or the documents issued for the products in time, the Customer will be in default without notice of default. In that case, the Supplier will be entitled to dissolve the Agreement and store the products or have them stored or sell them to a third party at the Customer's expense and risk. The Customer will continue to owe the purchase price, plus interest and costs (by way of compensation), possibly reduced by the net proceeds of the sale to that third party.

8.5 If products are made available to the Customer for a certain period of time, these products will be at the Customer's risk for that period of time.

8.6 Paid-for stock items (BVA) are at the Supplier's expense and risk. The Customer must insure the goods himself against loss, theft, fire and any other form of possible damage.

Article 9. Packing

9.1 Where products are sold packed the extent of the packing and/or protection will be at the Supplier's discretion unless the Customer stipulates special packing in which case such packing will be charged extra.

Article 10. Alterations and withdrawals of specifications

10.1 The Supplier reserves the right to withdraw or alter designs and specifications of its products without prior notice and shall not be under any liability whatsoever for such withdrawals or alterations

Article 11. Preliminary work

11.1 Work carried out whether experimentally or otherwise at the Customer's request shall be charged for unless otherwise agreed.

Article 12. Label designs

12.1 No responsibility is accepted for label designs whether designed by the Supplier or produced to the Customer's design. The Customer must ensure that any such designs do not infringe any copyright, design or other rights and shall indemnify the Supplier against any costs claims or demands resulting from any alleged infringement of copyright, design or other rights of third parties.

Article 13. Force majeure

13.1 Force majeure is understood to mean any circumstance beyond the control of the Supplier, as a result of which the fulfilment of its obligations to the Customer is prevented in full or in part or as a result of which the fulfilment of its obligations cannot reasonably be required of the Supplier, regardless of whether that circumstance could have been foreseen at the time the Agreement was concluded. These circumstances also include (i) strikes, whether or not at the Supplier, (ii) stagnation or other problems in the production by the Supplier or its suppliers and/or in the own transport or transport provided by third parties and/or (iii) measures by any government body, as well as the absence of any government permit, such as an import or export license.

13.2 The Supplier will inform the Customer as soon as possible of a (possible) force majeure situation. If the Supplier cannot fulfill its obligations to the Customer due to force majeure, those obligations will be suspended for the duration of the force majeure situation. As soon as the force majeure situation has ended, compliance with the agreement will resume.

13.3 If the force majeure situation has lasted for a considerable period of time, both parties have the right to terminate the Agreement in whole or in part by mutual agreement, insofar as the force majeure situation justifies this. Deliveries of products and/or services already made will be charged to the Customer.

13.4 In the event of force majeure, the Customer is not entitled to any (damage) compensation, even if the Supplier may have any advantage as a result of the force majeure.

Article 14. Payment

14.1 The Customer will have paid the amounts charged to him, effectively in the currency stated on the invoice, to the Supplier within 8 (eight) days after the invoice date. Deviations from this payment term must be agreed in writing by the Supplier and explicitly in advance and only apply to the relevant Agreement.

14.2 All payments must be made to a bank account to be designated by the Supplier.

14.3 The Customer must pay all amounts charged to him without any discount or deduction and he is not authorized to set off such amounts against counterclaims asserted by him. The Customer shall also not be entitled to suspend any payment obligation towards the Supplier.

14.4 The Supplier may always demand advance payment of the purchase price or the provision of such security as the Supplier deems proper.

14.5 By the mere expiry of a payment term, the Customer is in default. In that case, all claims of the Supplier against the Customer shall be immediately due and payable.

14.6 The Customer shall, without further notice of default, owe statutory interest plus a surcharge of 1 (one) % per month on all amounts not paid by the last day of the agreed payment period from that day until the day of payment in full.

14.7 If the Customer is in default vis-à-vis the Supplier, the Customer is obliged to reimburse the Supplier for all extrajudicial and judicial collection costs. The extrajudicial costs to be reimbursed by the Customer shall amount to at least 15 (fifteen)% of the unpaid amount, with a minimum of €250 (in words: two hundred and five euros), to be increased by the VAT owed thereon.

Article 15. Retention of title

15.1 The ownership of the products, notwithstanding the actual delivery, will only be transferred to the Customer after he has paid in full all that he owes or will owe to the Supplier under any Agreement.

15.2 Before ownership of the products has been transferred to the Customer, the Customer is not entitled to sell or deliver the products, to alienate them, to rent them out or give them in use to third parties, to pledge them to third parties or otherwise encumber them for the benefit of third parties.

15.3 The Customer shall only be entitled to sell or deliver the products delivered under the retention of title to third parties in so far as this is necessary in the context of the Customer's normal business operations. If these products become part of another item through processing, the Supplier shall become co-owner thereof with a share in the amount of the invoice value.

15.4 If and as long as the Supplier is the owner of the products, the Customer will inform the Supplier immediately in writing when the products are seized or otherwise claimed to (any part of) the products. Furthermore, at the Supplier's request, the Customer shall disclose where the products are located and have them available for inspection by the Supplier at any time.

15.5 In the event of attachment, (provisional) suspension of payments or bankruptcy, the Customer shall immediately inform the attaching bailiff, administrator or receiver of the Supplier's (ownership) rights.

Article 16. Returns

21.1 Stock items may be returned to the Supplier subject to the following conditions (unless agreed otherwise with Customer) and only once a written approval from the Supplier was provided to the Customer:

- a) Returned items must be unused and in their original packaging.
- b) Returned items must be dispatched to the Supplier within 14 days of receipt by the Customer.
- c) Returned products are the Customer's responsibility until received by the Supplier.
- d) The cost of delivery to the Supplier is the Customer's responsibility.
- e) The right of return shall not apply to bespoke products ordered by the Customer.
- f) A return fee will be applied as discussed with the Customer.

Article 17. Custom-made products

17.1 The Supplier may, at the request of the Customer, create custom-made or bespoke products tailored to the Customer's specific requirements. The Customer acknowledges and agrees that such custom-made products are manufactured exclusively for their use and cannot be resold or repurposed.

17.2 As a result, all sales of custom-made products are final and non- returnable under any circumstances, including but not limited to instances of dissatisfaction with the final product or a change of mind. This policy is in place in order to ensure the integrity of the customization process and resources invested in the creation of the products.

17.3 By placing an order for custom-made products, the Customer confirms their understanding and acceptance of this clause of the GTC.

Article 18. Inspection and complaints

18.1 The Customer is obliged to closely inspect the products (or have them inspected) immediately after arrival at the destination or, if earlier, after receipt by the Customer or by a third party acting on his instructions. Any objections regarding defects to the products, which are due to material or construction defects, must be notified to the Supplier in writing no later than 8 (eight) days after the arrival of the products.

18.2 Defects, which could not reasonably have been discovered within the a forementioned period, must be communicated in writing to the Supplier immediately after discovery and at the latest within 30 (thirty) days after arrival of the products.

18.3 After the discovery of any defect, the Customer is obliged to stop using, processing or installing the relevant products immediately.

18.4 The Customer shall provide all cooperation requested by the Supplier for the investigation of the complaint, including by giving the Supplier the opportunity to investigate the circumstances of processing, installation or use on site.

18.5 The Customer has no right to complain about products in respect of which the Supplier is unable to verify the complaint.

18.6 The Customer shall not be free to return the products before the Supplier has given its consent. Only if a timely, correct and justified complaint has been made shall the reasonable costs of returning the products be borne by the Supplier; the products shall, however, remain at the Customer's risk. Complaints shall not release the Customer from his payment obligation.

18.7 If the Customer files a timely, correct and justified complaint regarding defects in a product, the Supplier's resulting liability shall be limited to the obligations described in articles 13 and 14 and the Customer shall have no liability to the Supplier.

18.8 Customer shall have no further claims against the Supplier. Defects regarding an individual batch of products, which is part of a delivery consisting of several batches, never give the Customer the right to dissolve the entire Agreement.

18.9 Complaints that are not communicated to the Supplier in time and/or correctly do not give the Customer any claims whatsoever against the Supplier.

19. Warranty for Hardware Products

19.1 Warranty claims are excluded for the delivery of used Hardware Products. Warranty claims arising from the delivery of defective new Hardware Products shall be determined in accordance with article 19 of these GTC.

19.2 The specific warranty periods for Hardware Products can be found at: [Warranty and Global Warranty Program | SATO](#)

19.3 The Customer must examine the Hardware Products immediately after they have been delivered. Noticeable (obvious) defects must be reported in writing immediately thereafter, other defects must be reported in writing immediately after their occurrence. The Customer shall not be entitled to any claims arising from defects that have not been properly reported.

19.4 The Customer must store the Hardware Products subject to a defect claim properly and afford the Supplier the opportunity to inspect the Hardware Products. The processing, restructuring, combining and resale of the Hardware Products subject to a defect claim must be discontinued or refrained from immediately. In addition, if so, requested by the Supplier, which is admissible at any time, the Customer shall immediately make available to the Supplier the Hardware Products subject to a defect claim or - at the Supplier's discretion - samples thereof. The Customer shall bear any costs arising from unjustified complaints. Should the Customer violate the obligations of this clause, all warranty claims shall become invalid.

19.5 Where the Supplier is responsible for defective Hardware Products, they shall be entitled to choose whether to remedy the defect (rectification) or to supply the Customer with a Hardware Product free of defects (replacement delivery). Replaced parts shall become the Supplier's property. The Supplier shall only be liable for transport costs to the extent that these have not been increased by the fact that the Products have been taken to a place other than the place of fulfilment.

19.6 Warranty claims expire 1 (one) year after delivery of the Hardware Products, at the latest 13 (thirteen) months after notification by the Supplier that the Products are ready for dispatch. These periods apply unless otherwise agreed with the Customer or when different periods are applicable for specific Hardware Products.

19.7 The Customer is entitled to the statutory warranty rights without limitation if the Supplier has concealed the defect maliciously.

20. Warranty for Consumable Products

20.1 Warranty claims are excluded for the delivery of used Consumable Products. Warranty claims arising from the delivery of defective new Consumable Products shall be determined in accordance with article 20 of these GTC.

20.2 The warranty of Consumable Products only applies if it can be proven that the Consumable Products has been stored properly, including the below:

- a) Avoidance of hot, cold or damp conditions.
- b) Stored away from heat or direct sunlight.
- c) Stored in their original packing and keep upright.
- d) Shelf life is specified at 20-25°C and 40-50% RH.

20.3 The Supplier reserves the right to accept or reject warranty claims for Consumable Products based on the conditions in which they have been stored as stated in paragraph 20.2 of these GTC.

20.4 Warranty claims expire one (1) year after delivery of the Consumable Products, at the latest thirteen (13) months after notification by the Supplier that the Products are ready for dispatch. These periods apply unless otherwise agreed with the Customer or when different periods are applicable for specific Consumable Products.

Article 21. Liability and indemnity

21.1 Except in the event of intent or gross negligence on the part of the Supplier or its executive staff, the Supplier's liability in respect of any damage suffered by the Customer is limited to the amount paid out by the Supplier's insurance company in a given case. The Supplier shall also not be liable if the insurance company pays nothing.

21.2 Except in the event of intent or gross negligence on the part of the Supplier or its managerial staff, the Customer indemnifies the Supplier against all third-party claims for compensation, damage, costs or interest relating to the products or services or arising from the use of the products or services. products or services.

Article 22. Default and dissolution

22.1 If the Customer does not properly or timely comply with any obligation to the Supplier that may result for him from any Agreement, the Customer will be in default without notice of default and the Supplier will be entitled to: suspend the execution of that Agreement and directly related agreements until compliance has been sufficiently secured; and/or dissolve that Agreement and directly related agreements in full or in part; without the Supplier being obliged to pay any compensation for damages to the Customer and without prejudice to the Supplier's other rights. In both cases, the Customer will be liable for all the Supplier's damages.

22.2 In the event of suspension of payments, bankruptcy, cessation or liquidation of the Customer 's business, all Agreements with the Customer shall be legally terminated unless the Supplier or, as the case may be, the receiver or trustee informs the Customer within a reasonable time that they require performance of all or part of the agreement(s) in question, in which case the Supplier shall be entitled, without notice of default the liquidator or administrator respectively informs the Customer within a reasonable period of time that they require performance of (part of) the relevant agreement(s), in which case the Supplier will have the right without notice of default: to suspend the execution of the relevant agreement(s) until performance by the Customer has been sufficiently secured; and/or to suspend all its possible obligations towards the Customer ; all this without the Supplier being obliged to pay any compensation for damages and without prejudice to the Supplier's other rights.

22.3 In each of the cases referred to in paragraphs 22.1 and 22.2, all the Supplier's claims against the Customer shall be immediately due and payable in full, the Customer shall be obliged to immediately return any unpaid products, and the Supplier shall be entitled to enter the Customer 's premises in order to take possession of the products.

Article 23. Prohibition of re-export to Russia and/or Belarus

23.1 The Customer shall not sell, export or re-export, directly or indirectly to the Russian Federation and/or Belarus or for use in the Russian Federation and/or Belarus, any goods delivered pursuant to or in connection with these GTC that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014 and/or Article 8g of Council Regulation (EC) No. 765/2006.

23.2 The Customer shall make every effort to ensure that the purpose of paragraph 16.1 is not frustrated by third parties further down the trade chain, including possible resellers.

23.3 The Customer shall establish and maintain an appropriate monitoring system to detect behavior by third parties further down the supply chain, including possible resellers, that would frustrate the purpose mentioned in paragraph 16.1.

23.4 Any breach of paragraph 16.1, 16.2 or 16.3 shall constitute a material breach of an essential element of these Terms, which shall entitle us to appropriate remedies, including but not limited to: (i) immediate termination of our business relationship, including all potentially outstanding deliveries; and (ii) a penalty of 100% of the price of goods sold, exported or re-exported to the Russian Federation and/or Belarus or for use in the Russian Federation and/or Belarus.

23.5 The Customer shall inform us immediately of any problems in the application of paragraph 16.1, 16.2 or 16.3, including any relevant activities by third parties that could frustrate the purpose set out in paragraph 16.1. Within two weeks of a simple request for information relating to compliance with the obligations under paragraphs 16.1, 16.2 and 16.3, the Customer shall make such information available to us.

Article 24. Severability

24.1 Any Provision(s) of these conditions which in any way now or subsequently contravenes the law shall be deemed severable and shall not affect any other provision(s) herein.

Article 25. Applicable law/Competent court

25.1 Dutch law applies to the Agreements and these GTC.

25.2 Any disputes between the Supplier and the Customer shall be subject to the judgment of the competent court of the District Court of Central Netherlands, on the understanding that the Supplier shall have the right to bring claims against the Customer, whether or not simultaneously, before other courts that are competent to take cognizance of such claims on the basis of national or international rules of law.

25.3 The applicability of the Vienna Sales Convention (CISG) is excluded.