

1. APPLICATION AREA

These terms and conditions apply to all our offers, quotations, orders, deliveries of products and to our invoices, to the exclusion of any different sales- or delivery conditions of other contracting parties.

We are only bound by the terms and sales prices, provided by our sales departments to customers.

Our quotations have a validity period of 30 days, unless otherwise specified. They will automatically expire after this period, if the customer has not accepted the quotations.

By signing or accepting the order form/agreement/quotation by e-mail, the co-contractor acknowledges that he has become aware of these terms and conditions and accepts them without reservation.

The destruction or nullity of any provision of these terms and conditions is without prejudice to the validity of the other provisions.

2. ORDER

Our catalogues do not constitute a final offer to the sale of the products listed therein.

Documents and tariffs included therein can be submitted at any time without prior notice.

The range of products, the characteristics of the products and prices in our catalogues can also be submitted at any time without prior notice. Similarly, the products described in the documentation provided to customers may be changed, taking into account the technical progress of our products.

As of the receipt of the order confirmation, the customer has 8 days to refuse the order, which is governed by our terms and conditions of sale. He loses his right of refusal after this period of 8 days. After this period, the order is final between the parties.

In case of judicial liquidation or receivership of the customer, each order must be signed by the receiver and always be provided with an advance payment.

3. DELIVERY TERMS

Delivery terms are provided for information purposes only.

Orders cannot be cancelled in the month prior to the contractually agreed delivery period, stated on our order and receipt confirmations.

After delivery, the goods approved as compliant can no longer be taken back or exchanged.

Any delay, if it does not exceed two months, shall not justify either cancellation or compensation. If this period is exceeded, the buyer can cancel the contract by registered letter with receipt, without being able to claim any compensation.

The place of delivery of the products is considered to be: in our warehouse, the products ready for shipment.

BAUMER NV only concludes insurance at the time of shipment at the express and prior request of the customer and this in accordance with the instructions of the customer.

4. TRANSFER OF RISKS

In any case, regardless of the method of delivery, even if the products are shipped free of charge and despite the retention of title clause, the risks of loss or damage to the products, all risks of liability in connection with the existence or use of the products, transferred to the customer at the place of delivery (even in cases of force majeure).

5. PRICE

The price of the order is the price of the quotation that applies on the date on which the order becomes final between the parties, increased by a flat-rate contribution to the costs of creating the file and the management costs of EUR 24.50 (excluding VAT) for each order of less than EUR 300 (excluding VAT).

The price is stated for each collection of the product in the factory, excluding individual packaging or grouped packaging, excluding transport, duties and taxes.

For individual packaging or grouped packaging, which cannot be taken back, an additional invoice is always sent to the customer.

The price does not include the treatment at the end-of-cycle, we will be able to inform you of the price for this service in the near future, as soon as the information regarding on the cost of recycling is made available (DEEE 2002/96 CE).

6. PAYMENT

All invoices are payable at the registered office of BAUMER NV.

All our invoices must be paid within 30 days of the invoice date.

Special arrangements (in particular deferral payment and partial payment) can only be permitted at the request of the customer and after approval by BAUMER NV and provided that the necessary solvency guarantees are submitted.

7. NON-PAYMENT ON DUE DATE

In the absence of timely payment on the due date, our invoices shall automatically and without any prior notice/notice of default generate an annual interest rate of 10%. Likewise, a damage clause/penalty of 10% will be due by operation of law and without any prior notice/notice of default, with a minimum of EUR 50.00.

In the event of default of one invoice, all other invoices that have not yet expired will also become immediately due and payable, and possible other different price agreements and/or installment arrangements will also become null and void.

The customer who demonstrates that BAUMER NV would not comply with its contractual obligations may also invoke a similar damage clause and interest as set out in paragraph 1 of this article.

8. TAXES

In order to benefit from the sales regulations that suspend the taxes at the time of invoicing, the customer must provide BAUMER NV with the documents in force when he places his orders. Any delay in the transfer of these documents cannot give rise to a delay in the payment of our invoices on the contractual due date, including the payment of the taxes included therein, the refund of the exempt taxes and the adjustment of the account can only take place after receipt of these documents.

9. RETENTION OF TITLE

The transfer of ownership of our products is suspended until the customer has paid its price in full (principal, additional costs and fines), even in case of deferral of payment.

The customer has therefore and until then, no right to alienate and/or object with a business security the goods not yet paid in full. In case of manifest inability or bankruptcy, unpaid goods may be taken back by BAUMER NV, wherever they are located.

As long as the price of all delivered products has not been paid in full, BAUMER NV has free access by operation of law to the customer's premises or to the premises where the customer stores the delivered products during working hours, in order to check whether he still has them in his possession and whether they are in stored in good condition.

In case of cancellation of the order, BAUMER NV also has free access to these premises by operation of law to take back the products whose order was terminated or cancelled.

10. CONTRACTUAL GUARANTEE

BAUMER NV's obligation is limited to the delivery of the ordered products. Only the customer is therefore solely responsible for the choice of the intended purpose, the conditions of use and the execution of the products used.

The customer is covered by the manufacturer's warranty of the delivered product, which are transferred to him at the time of delivery.

When these products are manufactured by BAUMER NV, the customer enjoys our warranty against defects and hidden defects, excluding any other warranty. This is a two-year warranty from the date of delivery, subject to the conditions, being:

- Compliance with the instructions given in our technical documents, installation and adjustment manuals.
- Use and maintenance of the product according to the instructions in our operating instructions.

This warranty only covers the replacement of the manufacturer's defective parts and the repair of the instruments concerned, to the exclusion of any compensation or costs and incidentals costs.

11. CLAIMS FOR DAMAGES

Products that are recognized to be compliant will not be taken back or exchanged.

Upon delivery of the ordered, the buyer will always immediately carefully examine the delivered goods for quantity and quality.

For any visible defect, the customer must protest immediately in writing (e-mail), in the absence of acceptance of the complaint.

Invisible defects must also always be protested and sent in writing by e-mail or fax within 8 working days after the hidden lack appears.

Any complaint outside this period shall be considered late and unfounded.

Complaints that have been found to be well-founded only oblige BAUMER NV single and maximum to replace the non-compliant goods or to carry out repair works, without the customer being entitled to any compensation whatsoever, unless the customer can demonstrate that BAUMER NV has maliciously failed to comply with its obligations and the customer can prove the damage actually suffered.

BAUMER NV will not have to provide any guarantee in the event that the customer himself has carried out changes and/or repairs to the delivered goods and/or have them carried out by third parties, without agreement of BAUMER NV.

12. FORCE MAJEURE

In the event of force majeure, BAUMER NV is relieved of its obligations. BAUMER NV will notify the customer for the delivery and/or execution of its obligations.

Force majeure means the circumstances that prevent the fulfilment of the agreement and cannot be attributed to BAUMER NV. This will include: strike and/or illness of the employees and subcontractors of BAUMER NV malpractice and/or force majeure on the part of the suppliers of BAUMER NV, carriers or other third parties involved in the agreement, traffic stagnation, natural violence, epidemic and pandemics, war or threat of war, obstructed government measures, fire, prolonged freezing, business or manufacturing accident at BAUMER NV or at our sellers or suppliers, riots, transport disorder and other accidents within the company. In case of temporary force majeure, the delivery period can be increased by the duration of the force majeure, plus a period within which BAUMER NV can reasonably proceed to delivery.

13. TERMINATION BREAK

If one of the parties cancels or terminates the agreement after acceptance, it owes the other party a severance payment of 30% on the agreed price.

If the customer fails to fulfil one of the contractual obligations or delays the execution, in particular if he fails to comply with BAUMER NV or its appointee on the agreed day and hour to grant access to the yard, if he refuses to collect the ordered goods or refuses to receive them, if he fails to pay an invoice relating to the advance or in relation to part of the works for more than 15 days, BAUMER NV has the right to dissolve the agreement to the detriment of the customer and the customer is the price of the already executed, as well as compensation of 30% on the agreed price of the part not executed, in addition to the costs of take-back, unworkable relocation, all relief supplies or materials purchased for the assignment and other damages resulting from the early termination, plus the reduction costs in the event of deposit.

If the works are not carried out by BAUMER NV and BAUMER NV indicates that they no longer want or can carry out the works, the customer has the right to dissolve the agreement and will pay the customer a compensation of 30%. This situation does not imply the situation where BAUMER NV determines, on the basis of objective criteria, that the works are not feasible in the proposed way, namely a technical cancellation.

14. GENERAL PROVISIONS

All products and studies prepared by us (documents, models, etc.) are our exclusive property. Under no circumstances may they be reproduced without our consent, in any form whatsoever. In the event that our studies and projects are not followed up, an invoice will be drawn up that is payable upon presentation of the invoice.

15. APPLICABLE LAW AND COMPETENT COURT

These general terms and conditions and the orders placed are governed by Belgian law. Jurisdiction shall be expressly conferred on the competent court of the place where the registered office of the

BAUMER NV is established (side of the courts of Turnhout), even in case of complaint from third parties or in the case of several defendants.