

General conditions of sale, delivery, and payment

Bobimat NV

Up to date December 2014

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These general conditions are presumed to be known to, and accepted by, the buyer. The absence of any reaction within eight days following the very first acquaintance generates opposability and acceptance and this also for the subsequent agreements.

§ 1 Validity of these conditions

1. These conditions are applicable to all offers and to all agreements for the execution of work, rental and material, sale of materials, and delivery of services in the broadest sense of the word, done or undertaken with third parties.
2. Any applicable conditions of purchase of our clients remain unhindered insofar as they are not in conflict with these conditions. In the event that that which is specified in the conditions of purchase is in conflict with that which is specified in these conditions, only that which is specified in these conditions is binding.
3. Agreements and concessions, which may or may not deviate from these conditions, made by representatives or personnel of Bobimat are only applicable with respect to Bobimat after they are explicitly confirmed to in writing.

§ 2 Offers

1. All offers are entirely without obligation.
2. If, after the date of the bid, one or more invoices undergo an increase (even though this may be the result of foreseen circumstances), Bobimat is entitled to increase the offered price correspondingly.

§ 3 Delivery times

1. Although the delivery times agreed upon will be respected as much as possible, any liability of the supplier for failure to, or delay of, delivery is excluded.
2. Exceeding delivery time does not release the client from his obligations.
3. Upon the exceeding of the delivery time, the client will not be entitled to cancel the delivery of goods or services.

§ 4 Deliveries

1. Complaints, upon the penalty of expiration of rights, must be submitted to the company headquarters of the NV Bobimat in writing by registered mail with notice of receipt at the latest within eight days after reception of the delivered goods or services.
2. Complaints do not release the client from the agreed upon payment obligations within the period of time set in these conditions.
3. If the complaint appears well-founded, the supplier will so inform the client and be entitled either to offer to take the goods back and then to replace them by similar goods or to credit the client at most for the invoice value without being obliged to provide any other or more indemnity.
4. Return shipments can take place only with the prior written permission of the supplier.
5. If, for services rendered, the complaint appears to be well-founded, the supplier shall inform the client thereof and be entitled still to have the services executed in a similar manner without charging a client extra costs.
6. All agreements flowing from faulty deliveries, services, or performances as well as claims for damages are barred by the limitation of one year. The limitation period commences on the day of the delivery of the goods, services and/or performances.

§ 5 Shipment

1. Costs of packaging, express shipments, special transport and the like are borne by the client as well as waiting times longer than what is strictly necessary for the loading or unloading of the goods.
2. All goods and materials travel from the moment of shipment or pick up at the risk of the client.
3. Upon the delivery and the picking up of goods, the client must assure himself of the condition of the goods and also check the quantities of the goods to be delivered or to be picked up.
4. The quantities and specification of the delivered or picked-up goods as described on the dispatching notes or reception notes of the supplier are binding unless the client can demonstrate on site that these quantities and specifications differ from the reality.

§ 6 Liability

1. The supplier is not obliged as regards damages with respect to the client or third parties. In particular, the supplier is not obliged to compensate for direct or indirect damage, including consequential damage and business damage caused by deficiency of the goods delivered by him, work performed, models manufactured, and advice provided. Nor is the supplier liable to the client or third parties for damage caused by the fault or negligence of those he employs in the execution of the agreement, no matter under whose orders they function. The supplier is also not liable with respect to the client or third parties for damage caused by the equipment or means of transport used by the supplier.
2. The client shall protect the supplier against claims by third parties and against all costs, damages and interests that may arise for the supplier as direct or indirect result of the claims insofar as these documents for compensation for damage suffered by third parties are caused by faults in the goods delivered by the supplier or in the execution of jobs.
3. If the supplier in the execution of an agreement causes damage to goods of the client which damage necessarily results from the execution of the agreement and thereby was unavoidable, then the supplier is not liable for this damage and the client shall protect the supplier to this degree.

§ 7 Force majeure

1. By *force majeure* is understood all facts and circumstances outside the sphere of influence of the supplier and, on the grounds whereof, no execution of the agreement can reasonably be desired, including the circumstances given below, the listing of which is explicitly not exhaustive: failure or timely failure of deliveries by subcontractors, illness of the personnel of the supplier, faults in the auxiliary equipment or means of transport, fire, strike, traffic hindrances, lack of raw materials or auxiliary material, fuel and/or electricity, possible increase of the client's demand, freezing, flooding, storms, ice, snow and similar obstructing weather conditions.

§ 8 Exclusion of compensation

1. Even if the client is of the opinion that the goods or services provided to him are inadequate, he must fulfill in full the obligations flowing from the agreement concerned. He is not entitled to recover the alleged counterclaims from the supplier.

§ 9 Payment

1. Payments must be made as follows: advance payment of 50% before the request for work, settlement at the latest 30 days after the invoice date according to the law on the suppression of payment arrears of 02 August 2002.
2. If, the agreed upon payment period is exceeded by the client, interest on overdue payments is due, without further notice of failure to pay, as provided for in the law on the suppression of payment arrears and this as of the due date of the invoices.
3. Upon the failure to pay voluntarily, moreover, the client also owes, in the event of legal proceedings, a fixed increase of the amount by 10% of the principal owed to cover the collection and administrative costs.

§ 10 Reservation of ownership

1. The delivered goods remain the property of the NV Bobimat until they are fully paid for. If these goods are processed, the processed product becomes the property of NV Bobimat until the total settlement of the basis product. This reservation of ownership passes on upon the possible alienation of the product or the processed product.
2. The client, without delay, shall inform his co-contractors and every third party of this reservation of ownership. The client-buyer undertakes not to alienate the goods, convert them to immovable property, or to process them before full payment.

§ 11 General

1. Belgian law is applicable including the CISG (the Vienna Convention).

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2. To all of the transactions entered into under these conditions, the legal relation and/or disputes flowing therefrom expressly included, also in the event of delivery and/or completion abroad, Belgian law is always applicable.

3. All disputes that flow from this agreement or are related thereto, also in the case that only one of the parties considers a dispute to be a dispute shall in the first instance be adjudicated by the Court of Commerce in Antwerp, this except those cases for which the Justice of the Peace in the Canton of Brasschaat has absolute jurisdiction.

4. The possible inapplicability of one of the stipulations of these general conditions does not affect the validity of the other stipulations.

§ 12 Adresse et contact

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