

# GENERAL TERMS AND CONDITIONS

## 1. General

- 1.1 Any and all agreements concluded with SEW-EURODRIVE are governed exclusively by the present general terms and conditions, to the exclusion of any and all other general terms and conditions of SEW-EURODRIVE's contract partners.
- 1.2 No other clauses apply unless and insofar as SEW-EURODRIVE accepts them expressly in writing, and apply only to the agreement in connection with which they are accepted. Under no circumstances may SEW-EURODRIVE's consent be deduced from the circumstances in which it accepts orders without protesting particularly against the clauses which refer to the general or special terms and conditions or to other similar provisions of the contract partner.
- 1.3 SEW-EURODRIVE's contract partner is deemed to accept the present general terms and conditions and special terms and conditions merely by placing its order, even if they conflict with its own general or special terms and conditions.

## 2. Offers and obligations

- 2.1 The information stated in the catalogues, folders and prospectuses of SEW-EURODRIVE are merely indicative in nature, and are not binding on SEW-EURODRIVE. They may be varied without notice at any time.
- 2.2 Unless a specific binding period is stated, SEW-EURODRIVE's proposals do not constitute offers and are made without obligation.
- 2.3 Any offers on SEW-EURODRIVE's part are binding for as long as is stated in the special terms and conditions.
- 2.4 SEW-EURODRIVE's intermediaries, agents and engineers do not have any authority to bind it. SEW-EURODRIVE is only bound by orders, proposals or undertakings it makes once it has accepted them in writing.

## 3. Price and payment terms

- 3.1 Prices are stated net. Any and all customs duties, taxes and charges of any kind and shipping, packing and transport costs, insurance and costs of positioning equipment will be for the account of SEW-EURODRIVE's contract partner unless stated otherwise.
- 3.2 SEW-EURODRIVE reserves the right to vary prices at the time of delivery as a function of variations in exchange rates and changes to customs duties, taxes and/or prices used in setting prices; and any tax or similar new deductions the authorities may decide before delivery is made will be charged to SEW-EURODRIVE's contract partner.
- 3.3 Any advances SEW-EURODRIVE's contract partner pays will be deducted from the order price, and do not constitute any guarantee which, if waived, would allow the parties to rescind the agreement.
- 3.4 All invoices are payable net to the registered offices of SEW-EURODRIVE, without retention or deduction, within thirty days of date of invoice. These payment terms may not be extended without SEW-EURODRIVE's prior consent in writing.
- 3.5 A minimum [charge] of € 100.00 excluding VAT will be made for orders less than € 100.00 net excluding VAT.
- 3.6 Any invoice not paid on time will automatically and without notice of breach being required be subject to interest at 10% p.a. from the due date, plus a lump sum payment equal to 15% of the amount invoiced or € 75.00, whichever is the more, by way of damages, automatically and without notice of breach being required.
- 3.7 SEW-EURODRIVE's contract partner may not suspend payment in the event of a dispute or call in the guarantee.

## 4. Transferring title and risk

- 4.1 SEW-EURODRIVE retains title to goods until the price is paid in full, including the associated documents, any costs, interest and late charges.
- 4.2 Nonetheless, any and all risks that may apply to the goods will pass to SEW-EURODRIVE's contract partner from when they are delivered, even if shipped free.
- 4.3 SEW-EURODRIVE's contract partner may not dispose of or pledge goods until they are paid for in full on penalty of breaching Article 491 of the Criminal Code.

## 5. Packing, delivery and installation

- 5.1 Packing will be supplied if requested and priced as a function of the weight and volume of the goods to be packed.
- 5.2 Goods will be delivered to SEW-EURODRIVE's stores unless specified otherwise. If there are any other exceptions to this rule, they will be carried at the risk of SEW-EURODRIVE's contracting party even if shipped free.
- 5.3 Delivery dates as stated on delivery orders are stated purely by way of indication only, and do not constitute any terms and conditions of the essence of the contract. Exceeding such dates may not under any circumstances entitle the contract partner to rescind the agreement or to damages except in cases of fraud or gross negligence.
- 5.4 Services by SEW-EURODRIVE's fitters are carried out at the rates in force at the time of installation unless stated otherwise. SEW-EURODRIVE's contract partner is bound to sign the installation reports, recording any comments on them it considers useful. Any additional work SEW-EURODRIVE's contract partner requests and unnecessary or imposed waiting times for fitters will be charged. Spanners and other tools provided for the use of SEW-EURODRIVE's contract partner for installing equipment must be returned to SEW-EURODRIVE free of charge as soon as installation work is complete. The client will be bound to provide the assistance and resources required (scaffolding, ladders etc.) to the fitters for the purpose of installing the equipment and so as not to delay staff in their work.

## 6. Complaints and approvals

- 6.1 Any complaints other than those concerning breach of warranties with respect to the goods or invoices must be reported by registered letter within five days of receiving the goods or invoice as the case may be. At the end of this period, the goods and invoice will be deemed to be accepted, so that any complaints SEW-EURODRIVE receives after that time will be deemed to be inadmissible and SEW-EURODRIVE cannot be held liable on any account.
- 6.2 Any visible defects in goods must be recorded in writing when they are delivered.

## 7. Warranty

- 7.1 Goods are guaranteed against production faults for a term of six months from when they are installed. The warranty is limited to replacing or repairing defective components at SEW-EURODRIVE's discretion, to the work required and travel, provided that any repairs are carried out at SEW-EURODRIVE's workshops during working hours.
- 7.2 The warranty only applies if equipment has not been modified, and has been used and maintained in accordance with the terms of the offer or, in the absence of specific provisions in the offer, in accordance with the usual terms and conditions of business as stated in catalogues, prospectuses and instructions provided with the products.
- 7.3 No claims for latent defects of any kind will be admissible unless made within one month of when SEW-EURODRIVE's contract partner discovered or could have discovered them.

## 8. Elapse of time, suspending and rescinding agreement

- 8.1 Not paying an invoice when a deadline passes, protesting a value even if not accepted, any attempt to reach settlement, suspending payments, even if not official, or any other fact which might render SEW-EURODRIVE's contract partner insolvent will bring the deadline for paying for the equipment supplied or in course of production forward such that the price thereof is due immediately.
- 8.2 Should any invoice or other payment not be made when due, and all other invoices sent to SEW-EURODRIVE's contract partner will also become due immediately.
- 8.3 The agreement will be rescinded as of right without prior notice of breach and without referring matters to the courts should any invoice due remain unpaid and in the event of SEW-EURODRIVE's contract partner becoming insolvent, suspending payments or any other circumstances which render it insolvent.
- 8.4 SEW-EURODRIVE may also suspend performing its obligations under the agreement if its contract partner is put under protection from its creditors.

## 9. Force majeure

- 9.1 Any and all circumstances of force majeure, insofar as they constitute a temporary or final obstacle to performing the agreement, will suspend SEW-EURODRIVE's obligations or overturn them as of right, as the case may be, and will release SEW-EURODRIVE from any liability that might arise therefrom.
- 9.2 The term 'force majeure' is also deemed to include war, civil unrest and similar events, acts or decisions by the authorities, stoppages, lockouts and trade union unrest, general or otherwise, delays caused by manufacturers, suppliers, hauliers, fire, epidemic, extreme weather conditions and other causes beyond SEW-EURODRIVE's control.

## 10. Miscellaneous

- 10.1 Should the provisions contained in the present general terms and conditions be null and void, wholly or in part, that will not affect the validity in law of the other provisions or how they are dealt with in law.
- 10.2 Any and all disputes of any kind whatsoever between the parties will be governed exclusively by Belgian law and comes under the sole jurisdiction of the court of Louvain.



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