

GENERAL TERMS & CONDITIONS

1. General

- 1.1. All agreements concluded with SEW-EURODRIVE n.v. are exclusively governed by these current general terms and conditions, with the exclusion of all other general terms and conditions of the contracting party of SEW-EURODRIVE n.v.
- 1.2. The other clauses only apply insofar as SEW-EURODRIVE n.v. has explicitly accepted them in writing, and apply to the agreement only in the context in which they are incorporated. In this respect, the SEW-EURODRIVE n.v. agreement cannot under any circumstances be deduced from the situation in which it would have accepted the order without, in particular, contesting clauses referring to the general or special conditions or other similar provisions of the contracting party.
- 1.3. The contracting party of SEW-EURODRIVE n.v. is assumed to accept these current general terms and conditions as well as the special conditions by the mere fact of a placed order, even in the case of contradiction with his own general or special conditions.

2. Offers and commitments

- 2.1. The information contained in the catalogues, brochures and flyers of SEW-EURODRIVE n.v. is only indicative and does not bind SEW-EURODRIVE n.v. to a contract. These items can be modified at any time and without prior notice.
- 2.2. In the absence of an indication of a period of validity, SEW-EURODRIVE proposals do not constitute offers and are made without commitment.
- 2.3. Any offer from SEW-EURODRIVE n.v. is valid for the period specified in the special conditions.
- 2.4. The intermediaries, agents and engineers of SEW-EURODRIVE n.v. do not have the authority to make this commitment on behalf of the company. SEW-EURODRIVE n.v. is bound only by orders, proposals or undertakings that it would have taken after a written acceptance.
- 2.5. With regard to the provision of services, SEW-EURODRIVE n.v. has only a commitment of means. It is the responsibility of the contracting party to provide evidence that SEW-EURODRIVE n.v. has not, with the provision of services, exercised the necessary attention, as expected.

3. Prices and payment terms

- 3.1. Prices are net of VAT. Unless otherwise stipulated, all customs duties, taxes or fees of any kind, as well as shipping, packaging and transport costs, as well as insurance and material installation costs are at the expense of the contracting party of SEW-EURODRIVE n.v.
- 3.2. SEW-EURODRIVE n.v. reserves the right to adjust the price up to the moment of delivery in function of changes to the exchange rate and changes in customs duties, levies or taxes on which the price is determined. In addition, similar taxes or deductions made by the authorities prior to delivery will be invoiced to the contracting party of SEW-EURODRIVE n.v.
- 3.3. Deposits paid by the contracting party of SEW-EURODRIVE n.v. are deducted from the price of the order and do not constitute a guaranty, which, in the event of a waiver, would allow the parties to terminate the agreement.
- 3.4. All invoices are payable to the SEW-EURODRIVE n.v. head office and without deduction within a period of thirty days from the date of the invoice. Exceeding this payment term is only permitted after the explicit written agreement of SEW-EURODRIVE n.v.
- 3.5. For orders less than € 100 - net price excl. VAT - a minimum of € 100 excl. VAT will be invoiced.
- 3.6. Each unpaid invoice is increased as of its due date, of right and without notice, by interest of 10% per year. In addition, each unpaid invoice will be automatically and without notice of default increased by a lump sum compensation equal to 15% of the invoiced amount with a minimum of € 75 in the form of compensation.
- 3.7. The contracting party of SEW-EURODRIVE n.v. is not allowed to suspend payment, even in case of dispute or appeal to the guarantee.
- 3.8. In the absence of payment of an overdue invoice or any other expired amount, all other invoices sent to the contracting party of SEW-EURODRIVE n.v. will also become immediately due and payable.

4. Transfer of ownership and risks

- 4.1. The ownership of the goods remains with SEW-EURODRIVE n.v. as long as the price has not been paid in full, regardless of the goods being processed or pledged.
- 4.2. This retention of title also applies to all accessories, such as accompanying documents, transaction costs, packaging and transport costs, default interest etc.
- 4.3. Deposits paid by the contractual party can be used by SEW-EURODRIVE n.v. to compensate for the reduction in value and/or accessories.
- 4.4. All risks that may exist for the goods are at the expense of the contracting party of SEW-EURODRIVE n.v. from the date of delivery, even if the shipment is made free of charge.
- 4.5. Unless otherwise agreed, the contracting party of SEW-EURODRIVE n.v. is not authorised to dispose of the goods or to pledge them until the total price has been paid under penalty of violation of article 491 of the Criminal Code.

5. Packaging, delivery and installation

- 5.1. Packages are delivered on request and the price is determined in function of the weight and volume of the goods to be packed.
- 5.2. Unless otherwise stipulated, the goods are delivered to the warehouses of SEW-EURODRIVE n.v. In case of other exceptions to this rule, the transport is the responsibility of the contracting party of SEW-EURODRIVE n.v., even if the shipment is made free of charge.
- 5.3. The delivery times stated on the delivery notes are purely indicative and do not constitute essential terms of the contract. Exceeding this period can under no circumstances provide grounds for the contracting party to dissolve the agreement, nor to compensation except in case of fraud or serious error.
- 5.4. Unless otherwise stipulated, the costs for performance of SEW-EURODRIVE n.v. technicians will be covered in accordance with the rates in effect at the time of installation. The contracting party of SEW-EURODRIVE n.v. is obliged to sign the assembly bulletins and to record any comments that it deems useful. The additional works requested by the contracting party of SEW-EURODRIVE n.v. and unnecessary or imposed waiting periods for the technicians will be charged. Fasteners and other tools made available to SEW-EURODRIVE n.v.'s contracting party for the installation of the material must be returned to SEW-EURODRIVE n.v. free of charge as soon as the installation operations are completed. The contracting party is obliged to provide the necessary help and equipment (scaffolds, ladders, etc.) to the technicians for the installation of the material and in order not to delay the work of the personnel.

6. Objections and approvals

- 6.1. Objections other than those concerning hidden defects regarding goods or invoices must be reported by registered letter within 5 days of receipt of the goods or invoices, as the case may be. At the end of this period, the goods and the invoice will be deemed accepted, so that any objection to SEW-EURODRIVE n.v. after the expiration of this period will be considered inadmissible and without compromising SEW-EURODRIVE n.v.'s liability, in any case whatsoever.
- 6.2. Any visible defects in the goods must be determined in writing upon delivery.

7. Guarantee

- 7.1. The goods are guaranteed against manufacturing defects for a period of 6 months from the date of assembly. The guarantee is limited, at SEW-EURODRIVE n.v.'s discretion, to the replacement or repair of the defective items, the necessary work and the transfer, provided that each repair is carried out in the SEW-EURODRIVE n.v. workshops during working hours.
- 7.2. The guarantee is valid only if the material has not been altered, and has been used and maintained in accordance with the conditions of the offer or, in the absence of special provisions in the offer, according to the usual operating conditions as stated in the catalogues, leaflets and manuals delivered with the products.
- 7.3. No claim to the guarantee against hidden defects is admissible, if it is not instituted within one month from the moment the defect was or could have been detected by the contracting party of SEW-EURODRIVE n.v.

8. Expiration of the duration, suspension and dissolution of the agreement

- 8.1. The non-payment of an invoice at the expiry of a deadline, the challenge of a value, even if it was not accepted, any request for concordat, the suspension of payment, even when not official, or any other fact that could imply the insolvency of the contracting party of SEW-EURODRIVE n.v., are equal to the expiry of the allowed payment period of the material delivered or the material in production, so that the price is immediately due and payable.
- 8.2. The contract is legally dissolved without prior notice of default and without prior judicial intervention in the event that an overdue invoice remains unpaid and in the event of bankruptcy, suspension of payment or any other fact that implies the insolvency of the contracting party of SEW-EURODRIVE n.v.
- 8.3. SEW-EURODRIVE n.v. is also entitled to suspend performance of its obligations with respect to the contract if the contracting party fails to comply with its obligations or is placed under concordat.

9. Force majeure

- 9.1. All cases of force majeure, whether or not they constitute a temporary or final obstacle to the performance of the contract, suspend SEW-EURODRIVE's obligations or remove them by operation of law and release SEW-EURODRIVE n.v. from any liability that may arise as a result.
- 9.2. The following are considered as such cases of force majeure: war, civil upheavals and similar events, decisions or acts of public authorities, general strikes, lock-outs, trade union upheavals, delays caused by manufacturers, suppliers, transporters, fires, epidemics, storms or any other cause beyond the control of SEW-EURODRIVE n.v.

10. Final provisions

- 10.1. Any invalidity of all or part of the clauses contained in these current general conditions has no impact on the validity of the other provisions and on the legal treatment to which they relate.
- 10.2. Any dispute of any kind whatsoever between the parties is exclusively governed by Belgian law, with the exclusion of the Vienna Convention and falls under the exclusive jurisdiction of the court of Leuven, with the proviso that SEW-EURODRIVE n.v. is entitled to submit a dispute before the court of the head office/residence of the contracting party.

11. Processing of personal data

- 11.1. Personal data communicated by the contracting party to SEW-EURODRIVE will only be processed to enable the proper execution of the agreement, in the case of consent or, if necessary, for the legitimate interests of SEW-EURODRIVE or a third party.
- 11.2. Personal data are treated confidentially and in no case communicated to third parties, unless otherwise agreed, the contracting party's consents to co-contractors and/or the notification to a service provider to authorise delivery.
- 11.3. Subject to legal exceptions, the contracting party has the right to inspect, correct, erase, transfer, resist and restrict processing. These rights can be exercised by means of a dated request (with a copy of the identity card). If the contracting party is of the opinion that the processing of personal data constitutes an infringement, he has the right to submit a complaint to the Data Protection Authority.