

GENERAL TERMS & CONDITIONS

1 General

Unless agreed otherwise in writing, all contracts concluded with SEW-EURODRIVE N.V. (SEW) are governed only by the applicable SEW offer, the applicable SEW order confirmation, any other applicable SEW contractual documents, and these general terms and conditions. If the SEW offer and the SEW order confirmation are inconsistent, the SEW order confirmation prevails. Unless SEW explicitly states otherwise in writing, no other terms and conditions shall apply, particularly those of the Customer.

2 Offers and conclusion of the agreement

2.1 Although the Customer may make changes to SEW's offers, the parties shall have no agreement until SEW issues a written order confirmation.

2.2 The information contained in SEW catalogues, brochures and flyers is indicative only and cannot be considered a binding offer by SEW. SEW can modify the aforementioned information or documents at any time and without prior notice.

2.3 SEW's offers are valid for the period specified therein. If the validity period would not be specified, the respective document shall not be considered an official offer and shall not imply any commitment of or obligation for SEW.

3 Services

3.1 When providing services, SEW shall only have an obligation of means. The Customer has to prove that SEW has not exercised the necessary care, as could be reasonably expected from a service provider acting under the same circumstances.

3.2 Unless agreed otherwise in writing, SEW will not provide any services relating to functional safety. The Customer must observe and comply with functional safety standards and regulations relating to the service item.

3.3 If SEW should not be able to perform the services for reasons beyond its control and/or any external, unforeseeable and unavoidable event, it may however invoice to the Customer the costs that derived from troubleshooting, service cost estimating, including the work hours and material used therefor, the restoring of the service item to its original condition and the loss of profits. In this event, the service item must be restored to its original condition, if the Customer explicitly requests SEW to do so.

4 Prices, cost estimates and payment terms

4.1 Prices, for services or goods, indicated in SEW offers or other informative documents do not include VAT. Unless stipulated otherwise, the Customer must pay any customs duties, taxes or fees of any kind, and shipping, packaging and transport costs, as well as insurance and material installation costs. Similar taxes or deductions that the authorities impose or make before delivery will likewise be invoiced to the Customer.

4.2 SEW reserves the right to unilaterally change its prices for future offers and order confirmations. Prices, discounts or payment facilities do not automatically apply to future transactions. SEW reserves the right to increase the price of goods that have not yet been delivered, based on changes to the exchange rate, customs duties, levies or taxes that determine the price of its goods.

4.3 Unless stipulated otherwise, services will be invoiced on a time and materials basis. SEW's price lists in effect at the time of the conclusion of the agreement will apply.

4.4 If possible, SEW will give the Customer an estimated price for the services. This price estimate is not binding.

4.5 If the Customer makes advance payments, these will be deducted from the contract price, whether it concerns payments related to the purchase of goods or services.

4.6 All invoices must be paid to SEW without deductions within thirty days following the invoice date. Exceeding this payment term is permitted only with SEW's explicit written consent.

4.7 For orders less than €135.00 (excluding VAT), a minimum of €135.00 (excluding VAT) will be invoiced.

4.8 Interests at 10% per year will be added, automatically and without any notice, to each unpaid invoice from the date it is due and payable. A lump-sum penalty of 15% of the due invoiced amount, subject to a minimum of €75.00, will also be added automatically and without notice, to each unpaid invoice as compensation for administrative costs.

4.9 The Customer may not suspend payment, even in case of dispute or product warranty being invoked.

4.10 If the Customer fails to pay any due amount, SEW has the right to suspend future deliveries of goods and/or services, without notifying the Customer.

4.11 If the Customer fails to pay any due amount, all other invoices sent to the Customer will also become immediately due and payable. In case of 1) repeated default of payment, 2) a request for concordat or the (general) cessation of payment, 3) involvement in any kind of insolvency procedure, or 4) any other event or situation that could affect or diminish the Customer's solvency, SEW shall only be held to further deliveries in case the outstanding amounts are immediately paid by the Customer and payments for future delivery of goods and/or services are made in advance.

4.12 Payments must be made to SEW's bank account, held at its place of business in Leuven (Belgium).

5 Retention of title

5.1 SEW remains the owner of the goods until the price has been integrally paid, even if the goods have been processed or pledged by the Customer.

5.2 This retention of title shall also apply to and cover all contractual costs, such as accompanying documents, transaction costs, packaging and transport costs, default interest amongst others.

5.3 SEW may use the Customer's advance payments to compensate for any reduction in value or accessories.

5.4 All risks deriving from the goods are transferred to the Customer upon delivery.

5.5 Unless agreed otherwise, the Customer is not authorised to dispose of or pledge the goods until the total price has been duly paid under penalty of violating Article 491 of the Belgian Criminal Code.

6 Packaging, delivery of goods and provision of services

6.1 The Customer must pay all costs relating to the packaging and delivery of the goods.

6.2 If SEW performs services, the Customer must provide the necessary support (such as assigning qualified personnel) and equipment (scaffolds, ladders, and so on) at its own expense. The Customer must properly advise SEW of the need for any specific safety checks (e.g. airport) or requirements (working at heights) in advance. SEW is not responsible for the Customer's personnel. The Customer must pay for any requested contract extras and will be charged for unnecessary or imposed waiting periods for the SEW technicians.

6.3 Delivery periods are purely indicative and do not constitute essential terms of the contract. A limited delay in delivery can never provide grounds for the Customer to terminate the contract or give rise to SEW's liability. A delay in delivery by 10 days or less shall always be considered as such a limited delay. 6.4 The Customer must sign the assembly bulletins and record any comments that it considers useful. The Customer must return any fasteners and other tools that SEW has provided to it free of charge once SEW has delivered the goods or services.

7 Acceptance of goods or services

7.1 The Customer must refuse delivery of goods if the goods or their packaging display defects. The Customer must notify SEW of these defects in writing upon delivery.

7.2 Aforementioned objections must be reported by registered letter ultimately within 10 days of receipt of the goods. Once this period ends, the goods are deemed accepted. Subsequent objections made to SEW will be considered inadmissible and shall not entitle the Customer to make any claim with regard to SEW's liability.

7.3 Unless stipulated otherwise, defective goods must be returned to SEW's warehouse. The corresponding transport is the responsibility of the Customer.

7.4 If the Customer hands over goods to SEW for repair and does not respond to SEW's cost estimate within four weeks, SEW may automatically charge the Customer all storage costs for the goods. The Customer bears all risks arising from the storage of the goods.

7.5 The Customer must accept the services as soon as it is notified that the services and any contractually stipulated testing of the service item are complete. The Customer cannot refuse to accept the services because of a minor defect. If acceptance is delayed and SEW is not responsible for the delay, the services will be deemed accepted two weeks after the Customer has been notified that the services have been successfully completed. If no acceptance document is available, the date of the invoice for those services will be deemed the acceptance date.

8 Warranty and liability

8.1 SEW warrants the goods and services against hidden defects for twelve months from the date of invoice or from the date on which the Customer accepts the services, whichever event occurs first. If third-party (non-SEW) components are repaired, the warranty is limited to six months.

8.2 The warranty is limited, at SEW's discretion, to replacing or repairing defective items, the necessary work and their transfer, provided that each repair is done in SEW's workshops during working hours. Article 7.3 applies.

8.3 The warranty is valid only if the goods have not been altered, have 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 goods.

8.4 If SEW's services have hidden defects, and upon proof by the Customer that SEW did not exercise the due care that might have been expected of it, SEW must remedy the defect. This does not apply if the defect is irrelevant to the Customer's interests or is due to a situation attributable to the Customer itself. SEW's liability for visible defects shall be excluded upon acceptance of the services. The Customer shall grant SEW sufficient time and opportunity to remedy the defect. If the Customer or a third party makes inappropriate changes or performs maintenance without SEW's prior approval, SEW will no longer be liable for any defects or dysfunctions of the goods.

8.5 Warranty claims are inadmissible if not made in writing within one month from the moment the defect was or could have been detected by the Customer.

8.6 The warranty does not apply to services referred to in Article 3.3.

8.7 SEW's intervention at a Customer's request regarding a possible defect does not equate to SEW acknowledging the validity of a warranty claim or its liability in this regard under Articles 8.2 and 8.4.

8.8 SEW's liability is always limited to the aforementioned provisions, subject to any mandatory statutory regulations that provide for stricter liability. SEW's liability is limited to 1) damage resulting from its wilful intent or gross negligence and 2) the invoice amount by SEW of the damaged goods or services. Liability for other or minor negligence, compensation for any indirect or consequential damage to and loss of property, missed savings, loss of interest, and damage arising from third-party claims is excluded.

10 Termination of the contract

10.1 In event of failure to pay on a single due date, any request for concordat, the suspension of payment, even when not official, or any other fact that could imply the insolvency of the Customer or failure to fulfil any other contractual obligations, SEW is entitled to rescind the agreement by written notification to that effect, irrespective of SEW's entitlement to compensation for damages.

10.2 In the event of a unilateral termination by the Customer of an order confirmation or a contract, the Customer shall bear all project-related costs and loss of profits.

11 Force majeure and its contractual scope

11.1 All force majeure cases, whether they constitute a temporary or final obstacle to performing the contract, suspend or extinguish SEW's obligations by operation of law and release SEW from any liability that may arise as a result.

11.2 Force majeure cases include, but are not limited to, war, civil unrest and similar events, decisions or acts of public authorities, general strikes, lock-outs, trade union action, delays caused by manufacturers, suppliers and carriers, fires, epidemics, storms or any other cause beyond SEW's control. Force majeure also includes any event that at the moment of the conclusion of the contract was not foreseeable for the parties or that increases the economic and/or financial effect of SEW to perform its obligations with at least 15% of the contract price.

12 Right to use the software

If the service consists of or involves the creation of software, the Customer will receive a worldwide, non-exclusive, unlimited, irrevocable, unrestricted and transferable right to use the delivered software. SEW reserves the right to continue to use, or to grant additional rights of use of the delivered software or any software that is part of the software creation process for its own business purposes, including services to and software intended specifically for third parties.

13 Payment of damages by the Customer

13.1 For services provided outside SEW's plant, if equipment or tools provided by SEW are damaged or lost and SEW is not responsible therefor, the Customer is obligated to pay for these damages. Damages that are due to normal wear and tear are excluded.

14 Processing of personal data

14.1 Every collecting, use and, in general, processing of personal data that occurs in virtue of these terms and conditions or any other document or contract to which these terms and conditions are adhered to, shall be in accordance to the SEW Privacy Policy. The purposes and legal ground for the data processing as well as the rights of the data subject are described herein.

14.2 SEW reserves the right to unilaterally modify its Privacy Policy at any time. Therefore, we advise you to regularly check our Privacy Policy at our website at: https://www.sew-eurodrive.be/meta-pages/data_protection_information.html. In case of mayor changes that affect the (rights of the) data subject significantly, SEW shall inform the data subject hereof.

14.3 For more information about the use and processing of your personal data by SEW and for any request in regard to your personal data (cancelling, correction, erase or consult), please find our Privacy Policy at https://www.sew-eurodrive.be/meta-pages/data_protection_information.html or contact us at info@sew.be.

15 Final provisions

15.1 If a provision of these general terms and conditions is fully or partially invalid, this does not affect the validity of the other provisions hereof or their legal treatment.

15.2 SEW's failure to exercise or delay in exercising any right, remedies, power or privilege under the contract and these conditions, or in insisting the Customer complies strictly and exactly with any contract, term, condition, requirement, provision or restriction does not constitute a waiver. Likewise, a single or partial exercise does not preclude any other or further exercise of any right, remedies, power or privilege.

15.3 The Parties agree that the applicable SEW offer and order confirmation, including these terms and conditions, constitute the entire approved contract between them and do not establish an obvious and clear imbalance between the rights and obligations of either Party. This risk distribution has been factored into the order price.

15.4 The Customer has a good understanding of English and thus understands these conditions perfectly, even if another language has been used to draft the underlying SEW offer, order confirmation, or any other contractual document to which these conditions apply.

15.5 Unless stated otherwise, SEW's place of business in Leuven (Belgium) is the place of performance.

15.6 Only Belgian law governs any dispute between the parties, to the exclusion of the Vienna Convention. Disputes fall under the exclusive jurisdiction of the courts of Leuven (Belgium), in the understanding that SEW may submit a dispute to the courts where the Customer's registered office or place of residence is located.