

GENERAL TERMS AND CONDITIONS: BVBA ROBOJOB - Industriepark 12 / zone b / 2220 Heist-op-den-Berg

1. Generalities: 1.1. Unless stated otherwise in the special terms and conditions and/or explicitly agreed otherwise in writing, these general terms and conditions apply exclusively to the agreement between bvba RoboJob (hereinafter RoboJob) and the customer.

1.2. The customer has examined them and accepts them, irrespective of his/her own general terms and conditions.

1.3. The commercial agents of RoboJob are not authorised to commit the company, nor to receive advances or any other payments, unless they have received a special power of attorney to this end. Agreements negotiated by them must be approved by the RoboJob Management prior to entering into effect.

2. Order:

2.1. Only the written acceptance/confirmation of an order or of the start of the execution of an order will commit RoboJob to the customer. Order confirmations will be sent no later than five working days after receipt of the order.

2.2. The customer will be bound by the order.

2.3. In case the customer wishes to amend the order confirmation, this amendment must be requested from RoboJob within five working days in writing by fax or by registered mail. Without notice to the contrary within five working days on the part of the customer, the order, as mentioned on the order confirmation, will be considered to be final and will be executed accordingly.

3. Rates:

3.1. Weights, dimensions, rates and other data included in catalogues, price lists, and other documents indicate approximate values.

3.2. Any prices mentioned in foreign currencies will always be the result of conversion of the Euro into the currency in question at the rate of exchange at that time. That conversion will only be binding to the extent that the rate of exchange has not been altered to the disadvantage of the Euro with a minimum of 1% of the original offered value in EUR and between the date of the offer and the date of payment.

3.3. Prices communicated by RoboJob in order confirmations and offers are the sole correct prices, as the prices can be altered without prior notice to the customers.

4. Terms of delivery:

4.1. The goods will be delivered ex works. The goods will be shipped at the costs and the risk of the customer. In case of delay, damage, or missing parts, the customer can have recourse against the carrier.

4.2. The terms for the execution of the orders start from the 5th working day from the date mentioned in the order confirmation sent by RoboJob or from the 5th working day from the date of the order in case no order confirmation has been sent by RoboJob, provided that all necessary data and any accessories that the customer / buyer has to make available have been received by RoboJob.

4.3. In case the customer communicates any comments and/or amendments after the delivery term has already begun, RoboJob will decide whether or not they can accept those amendments or comments. In case of accepted amendments, the current delivery term will be immediately suspended and the original delivery term will no longer be valid. A new delivery term for the amended order will be provided by RoboJob.

4.4. In case it has been agreed upon in an explicit written agreement that the delivery terms are binding, they will be legally delayed to the same extent as the duration of the delay caused by one or several of the following events:

- in case the customer has not complied with the payment conditions;
- in case the customer has not communicated all necessary information with respect to the order in due time;
- in case the customer has not complied with any obligation resulting from the contract.

4.5. Neither any form of compensation nor termination of the agreement for reasons of delivery not performed within the time agreed upon can be claimed, except if the term has not been respected deliberately by RoboJob or if gross negligence on the part of RoboJob is involved. In case the contrary has been negotiated in the order confirmation, the customer must at all times provide evidence in writing of the fact that the delay is attributable to RoboJob, that actual loss has been caused, and that RoboJob has agreed with it in writing.

5. Payment conditions :

5.1. The invoices by RoboJob are to be paid in cash at their head office in Heist-op-den-Berg unless agreed upon otherwise in the binding documents between both parties, or unless an expiration date is mentioned on the invoice.

5.2. In case the order cannot be executed or delivered on the scheduled day due to the customer or due to one of the persons appointed by the customer, the amount to be paid according to the invoice will be claimable immediately.

5.4. The acceptance of bills of exchange, cheques, promissory notes, or payment by instalment in no case implies novation, or that RoboJob will deviate from their general terms and conditions (such as default interest, penalty clauses, competent court, etc.).

5.5. In case of non-payment on the expiration date of any invoice, bill of exchange, or agreed upon advance, the total sum still due, including from invoices not expired yet, will become claimable immediately and legally. All expenses (stamps, taxes, recovery or bank expenses) are at customer's expense.

5.6. In case of non-payment within the agreed upon term, there is a penalty by means of payment of default interest amounting to the legal interest rate increased with 2% calculated per full month from the invoice date without requiring any notice of default.

Moreover, in case of non-payment or incomplete payment of the invoice within the agreed upon term and without notice of default, a lump sum compensation of 15% of the invoice sum will be owed with a minimum of 125 EUR and a maximum of 12,500 EUR. This compensation is owed apart from the default interest, the claimable legal expenses and possible compensation for material damage and lost profits.

5.7. Customers with overdue payments will receive no goods as long as the overdue payments have not been settled. In that case, RoboJob will have the right to terminate all current contracts in writing and to claim compensation for lost profit caused by the termination of those contracts. All transfer and invoice taxes, including VAT, will be at the customer's expense. This also applies to any increase of those taxes or to new taxes that become valid between the date of the quotation/order and of the invoice.

6. Protest:

6.1. Any protest against the quality of the goods must be sufficiently motivated and sent by registered post to the RoboJob head office within five working days following the delivery of the goods.

After expiry of this period, any protest will be inadmissible and the customer will be assumed to have accepted the goods.

In case of protest within this period, RoboJob will only be bound to repair or to replace the faulty parts or goods, without the buyer being able to claim any compensation. Goods can only be returned if explicitly agreed upon in writing by RoboJob.

6.2. Any protest against an invoice must be sufficiently motivated and sent by registered post to the RoboJob head office within seven days after the date of the invoice. After expiry of that period, any protest will be inadmissible and the customer will be assumed to have accepted the invoice.

6.3. No protest will exempt the customer from his obligations to pay.

7. Guarantee and liability:

7.1. RoboJob commits to restoring any faulty functioning of the delivered goods, when the cause is the result of defective design, materials, or processing by RoboJob. This commitment does not apply if the defect is due to equipment or accessories supplied by the customer or results from a construction imposed by the customer. The obligation of guarantee also does not apply in case of coincidence or force majeure, or for defects resulting from negligence, poor maintenance, or improper use of the materials by the customer or by persons appointed by the customer.

7.2. It has been explicitly agreed upon that RoboJob cannot be held liable for or committed to any kind of compensation for wrongly executed works or defective goods supplied by their subcontractors.

7.3. Unless explicitly agreed upon otherwise, this obligation of guarantee applies to the defects appearing within a maximum of 1 year after installation or for a maximum of 2,000 Robot operating hours, whichever comes first.

7.4. To invoke the advantages of these settlements the customer must send RoboJob a registered letter, clearly describing the defects that the customer attributes to the materials and evidence thereof within five working days after discovering the defects.

7.5. Works resulting from RoboJob's obligation of guarantee will be executed on the site selected by RoboJob and will normally be limited to the replacement of the defective parts. Transport costs and costs for the relocation of the materials or defect parts will be at the customer's expense; this includes travel expenses, working hours and accommodation costs that are involved in the repair of the materials or the defect parts. The replaced parts must be returned carriage paid to RoboJob's warehouse within the month of replacement; if this is not the case, RoboJob will be entitled to invoice the parts. Costs for assistance, materials or accessories required for the repairs will always be at the customer's expense.

7.6. RoboJob's liability is strictly limited to the present obligations and it has been explicitly agreed upon that RoboJob is not bound to any compensation to be paid to the customer for personal accidents that could occur with the machines and/or materials supplied, or for damaged caused to other goods than those involved in the agreement, or for lost profit or any other kind of detriment.

7.7. In case RoboJob is assumed to be liable with respect to third parties under the Law of 25/02/1991, the customer accepts to indemnify RoboJob.

8. Hidden faults:

8.1. After delivery to the customer, RoboJob will not be liable for possible damage or destruction of the materials themselves, nor of materials to which they are attached or in which they are stored, nor for the consequences directly or indirectly involved in that damage, except when that damage can be attributed to gross negligence on the part of RoboJob.

8.2. It has been explicitly agreed upon that the customer buys at his/her own risk and that RoboJob can under no circumstance be held liable for hidden faults.

9. Discharging circumstances:

9.1. Discharging circumstances – if they occur after the agreement has entered into effect, outside the intention of the parties and if they clearly prevent the agreement from being executed – are defined as: labour conflicts and all other circumstances, such as fire, mobilisation, seizure, embargo, prohibited currency transfer, insurrection, shortage of transport means, general shortage of resources, restricted energy consumption

The party that invokes above-mentioned circumstances must inform the other party of the start and the end of this immediately in writing by registered post within five working days.

9.2. The occurrence of one or several circumstances exempts RoboJob and the buyer from their liability.

9.3. In case either party invokes the discharging circumstances mentioned above and, therefore, breaches the agreement, any advances paid by the customer will no longer be claimable by the customer and will count as compensation for work already performed and for lost profit caused by the breach of the contract.

10. Retention of title:

10.1. Designs, blueprints and technical descriptions explicitly remain RoboJob's property. They cannot be used or copied for other purposes than those stipulated in the contract entered into with the customer.

10.2. It has been explicitly agreed upon that all goods supplied involved in the contract between the parties remain RoboJob's exclusive property until the customer has complied with payment and other obligations. The customer is only allowed to make use of the goods supplied until that date after explicit permission by RoboJob.

10.3. In case of non-payment or non-compliance with other contractual obligations, the agreement is terminated by law after a reminder by registered post after which RoboJob is authorised to execute its right of retention of title notwithstanding the compensation of 30% the customer must pay due to cancellation of the agreement and notwithstanding a compensation for the decreased value of the goods and/or materials.

11. Change in situation:

Any changes in the customer's situation due to which he/she can no longer comply with his/her obligations (e.g. death, bankruptcy, protests, dissolution, altered statuses) will give RoboJob the right to:

- Suspend the execution of the orders
- Claim immediate payment of any due invoice
- Claim immediate payment of any order executed to be invoiced
- Demand a payment guarantee.

In case the customer or his/her legal successors refuse to respond to this, they will be guilty of unilateral breach of the contract. In this case, RoboJob will have the right to benefit from compensation due to unilateral cancellation.

12. Cancellation:

Disregarding payment of existing expenses, in case of unilateral cancellation of a valid agreement, the customer will owe compensation for RoboJob's lost profit.

This compensation for lost profit is determined as a lump sum that amounts to 20 % of the net price agreed upon. This compensation can be higher if RoboJob supplies evidence that the lost profit represents a more substantial damage.

13. Nullity of clauses:

Nullity of one or of several clauses does not result in nullity of other clauses of the general terms and conditions or of the special conditions.

14. Compensation:

RoboJob has the right to compensate debt collection with respect to the customer by means of any debt collection of the customer with respect to RoboJob.

15. Authorisation:

In case of any dispute with respect to the agreement between RoboJob and the customer and notwithstanding a written agreement stating otherwise, only the courts of Robojob's registered office are authorised (court district of Mechelen); they will apply Belgian law as well as these general terms and conditions. The place of execution of the obligations of both parties is Robojob's registered office.
