



## **GENERAL CONDITIONS**

### **For the sale and supply of equipment, software and spare parts**

#### **1. Preamble**

1.1. The General Conditions shall apply when agreed to in writing or otherwise by the parties and shall form part of the contract between the parties, unless specifically excluded in writing.

1.2. The General Conditions are valid as of 1 January 2008

#### **2. Data in Product Information and Price Lists**

2.1. Data in Ruja-Automation's product information and price lists are binding only to the extent that they are by reference expressly included in the contract between the parties.

#### **3. Drawings and other Documents**

3.1. All drawings and other technical documents regarding the equipment or its manufacture submitted by one party to the other shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were submitted. They may not without the consent of the submitting party be copied, reproduced, transmitted or otherwise communicated to a third party.

#### **4. Purchase Order and Order Confirmation. Quotation**

4.1. In order to become binding upon Ruja-Automation all purchase orders shall be confirmed in writing by Ruja-Automation.

4.2. Price quotations submitted by Ruja-Automation are valid for 30 days from date of quotation unless otherwise agreed.

#### **5. Software license**

5.1. The Buyer shall perform installation and functionality tests of the Software in accordance with Ruja-Automation's user manuals.

5.2. Ruja-Automation warrants that the Software will perform in accordance with user manuals and other specific information material delivered by Ruja-Automation according to the contract.

#### **6. Delivery, Passing of Risk**

6.1. Delivery shall take place ex works (EXW) the Ruja-Automation warehouse stated in the order confirmation unless otherwise agreed upon in writing. Ex works shall be construed in accordance with the INCOTERMS in force at the time of delivery.

6.2. Partial shipments shall be permitted unless otherwise agreed.

6.3. Unless the Buyer has submitted specific shipping instructions in writing, dispatch will be arranged in accordance with Ruja-Automation's choice.

## **7. Time of Delivery, Delay**

7.1. For the avoidance of doubt, time of delivery shall not be of the essence. Ruja-Automation assumes no liability for any delay and shall not be obliged to pay any damages, compensation, expenses or penalties incurred due to any delay.

7.2. If Ruja-Automation is unable to deliver the equipment at the agreed time of delivery or if delay on Ruja-Automation's part seems likely, Ruja-Automation shall notify the Buyer thereof in writing, stating the reason for the delay and the time when delivery can be expected.

## **8. Prices**

8.1. Unless otherwise agreed in writing prices are in accordance with Ruja-Automation's price lists applicable at the date of order confirmation. Prices are stated in Euro (EUR).

8.2. The applicable price list shall be valid as stated on the actual price list unless the Buyer is informed otherwise by Ruja-Automation.

8.3. Ruja-Automation reserves the right to change prices in case of technical changes and/or significant fluctuations in cost of parts and labour, and/or interventions on the part of the Authorities.

8.4. A handling fee will be charged for smaller spare parts orders according to the applicable spare parts price list.

## **9. Payment**

9.1. Unless otherwise agreed in writing terms of payment are current month plus 30 days from date of invoice. Payment shall be made in the currency as stated in the invoice.

9.2. Ruja-Automation reserves the right to charge the Buyer a fee when payment is effected by means of letter of credit or other instrument of payment than cash payment.

9.3. Late payment shall bear a fee from the day on which payment became due. Unless otherwise stated in the order confirmation the interest rate shall be 1.25% per month of the payment outstanding.

## **10. Reservation of Title**

10.1 The equipment and any parts thereof shall remain the property of Ruja-Automation until paid for in full to the extent that the applicable law permits such retention of property.

## **11. Liability for Defects-Warranty**

11.1. Ruja-Automation warrants that the equipment and the spare parts are delivered free from defects in materials and workmanship and will perform in accordance with the specifications under normal operating conditions for a period of six (6) months from the date of installation at the end-user or for a period of twelve (12) months from the date of invoice, whichever period ends first.

11.2. Ruja-Automation shall not be liable for defects caused by reasonable wear and tear and defects caused by neglect or improper use by the Buyer or any third party.

11.3. In order to make a claim under this warranty, a customer feedback report (CFR) shall be filled out and submitted to Ruja-Automation's Customer Support by the Buyer no later than 30 days after expiration of the applicable warranty period stated in Clause 11.1 above.

11.4. Ruja-Automation reserves the right to demand evidence of any information provided in the CFR.

11.5. Defective equipment and parts for which the Buyer has made a claim under this warranty shall be kept by the Buyer for a period of three (3) months after the CFR has been submitted to Ruja-Automation.

11.6. Ruja-Automation reserves the right to request the alleged defective equipment or parts to be returned to Ruja-Automation for examination in order to determine whether Ruja-Automation should accept the claim under this warranty. The Buyer shall enclose a copy of the CFR and the letter of the request from Ruja-Automation together with the returned defective equipment or parts to Ruja-Automation

11.7. In case Ruja-Automation requests return of malfunctioning electronic printed circuit boards ("PCB"), these must be protected against electrostatic discharge.

11.8. For warranty claims accepted by Ruja-Automation a credit note will be issued covering the invoiced price exclusive of freight and handling fee for defective equipment or spare parts delivered by Ruja-Automation.

11.9. This warranty is exclusive and in lieu of all other express or implied warranties or conditions, including but not limited to:

11.9.a. implied warranties or conditions of description; or

11.9.b. implied warranties or conditions of satisfactory quality and fitness for a particular purpose.

Provided however, that no exclusion of liability is made by Ruja-Automation in respect of warranty of title to the equipment or spare parts implied by statute.

11.10 Subject to Clause 14.4, in no event shall Ruja-Automation's liability to the Buyer arising out of or in connection with the sale, installation, use or servicing of the equipment or spare parts be higher in amount than the purchase price of the equipment or spare parts sold.

## **12. Return of Non-Defective Equipment and Spare Parts**

12.1. The Buyer has no rights to cancel an order of equipment or spare parts and return the equipment or spare parts to Ruja-Automation without Ruja-Automation's prior written approval.

## **13. Compliance with Legal Requirements and Product Standards**

13.1. The equipment of Ruja-Automation is in compliance with the legal requirements and product standards observed by Ruja-Automation. A list of legal requirements and product standards observed by Ruja-Automation is included in the safety instructions supplied by Ruja-Automation together with the equipment.

13.2. Ruja-Automation shall not assume any liability for compliance of equipment with other legal requirements and other product standards, which may apply in Buyer's and/or End User's country of residence.

## **14. Product Liability, Limitation of Liability**

14.1. The Buyer shall indemnify and hold Ruja-Automation harmless to the extent that Ruja-Automation incurs liability towards any third party in respect of any damage for which Ruja-Automation is not liable towards the Buyer according to Clause 14.2-14.4 below.

14.2. Ruja-Automation shall not be liable for loss or damage caused by the equipment and/ or spare parts:

14.2.a. To any (movable or immovable) property where the damage occurs while the equipment or spare parts is in the Buyer's possession, or

14.2.b. To products manufactured by the Buyer or to products of which the Buyer's products form part or for loss or damage to any property, where the damage is caused by these products because of properties in the equipment or spare parts.

14.3. Ruja-Automation shall under no circumstances be liable for any loss or damages arising out of or in connection with the sale, installation, use or servicing of the equipment or spare part whether such losses or damages are suffered directly or indirectly or are immediate, incidental or consequential, arising from loss of production, loss of

profit or anticipated profit, loss of business opportunity, or any other economic or consequential loss.

14.4. Notwithstanding anything to the contrary herein, Ruja-Automation shall be liable for bodily injury, if it is proved that such injury was caused by negligence on the part of Ruja-Automation or others for whom Ruja-Automation is liable. Ruja-Automation shall not be liable for bodily injury, if it is proved that the injury results from unsuitable or improper use or handling of the equipment, improper installation, improper adjustments, improper putting into operation, or improper maintenance, by the Buyer or third parties, as well as normal wear and tear.

14.5. If a claim for loss or damage as described above is raised by a third party against either party to the contract, the latter shall forthwith notify the other party thereof. In such circumstances, Ruja-Automation and the Buyer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims against either of them based on damage alleged to have been caused by the equipment. Any dispute regarding the liability as between Ruja-Automation and the Buyer shall, however, always be settled by arbitration in accordance with Clause 16.

### **15. Force Majeure**

15.1 The parties shall not be in default hereunder by reason of any failure or delay in the performance of any obligation under the contract where such failure or delay arises in circumstances which impede the performance of the contract or makes performance unreasonably onerous. Such circumstances include: Industrial disputes and any other circumstance beyond the control of parties such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by such circumstances as referred to in this Clause.

15.2. Notwithstanding other provisions of these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is delayed more than six (6) months by reason of any grounds described in Clause 15.1.

### **16. Disputes, Applicable Law**

16.1. All disputes arising out of the contract shall be governed by Belgian law. Any dispute or claim arising out of or in connection with the contract (including the General Conditions) or the breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the rules of Procedure of the Belgian Institute of Arbitration (Antwerp Arbitration). The place of Arbitration shall be Antwerp, Belgium.

16.2. The arbitration award shall be final and binding upon both parties. Any award rendered in such arbitration may be entered in any court of competent jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

16.3. Notwithstanding Clauses 16.1 and 16.2 the parties shall be entitled to prevent a breach of the obligations pursuant to the contract through the issue of an injunction before the ordinary courts of law or such remedy that might be an alternative to an injunction.