

General sales conditions RITTAL nv/sa

(February 2020)

General

The acceptance of orders by RITTAL automatically implies the acceptance of the following conditions.
No other condition of the buyer/ordering party is accepted without the prior written approval of RITTAL.

1. Offer

All quotations of RITTAL are always free of engagement and elapse automatically failing the explicit acceptance of the buyer within 60 days after the date of the quotation. Prices in quotations are always expressed in EURO, exclusive of VAT. Conditions/provisions deviating from these general conditions, if any, are always mentioned explicitly in the quotations. Quotations only cover the described goods/materials and/or works. All goods or works not explicitly mentioned in the quotations of RITTAL are always charged at the price valid on the date of the order or executed at our hourly contract rates.

2. Payment conditions

All our sales other than sales outlet sales are payable within 30 days after the invoice date. Unless otherwise agreed upon all invoices are payable at the registered office of RITTAL in Lokeren and such in EURO. Every invoiced amount not paid on the date of maturity will invoke – legally and without prior notification – maturity interests at a rate equal to the indemnity on the basis of Article 5 of the Law of 2nd August 2002 on combating late payment in commercial transactions, and will also result into an additional compensation, which is invariably set at 10% of the total invoice amount with a minimum of 75.00 EURO, raised, if applicable, with our legal costs. Every invoice that is not paid in full on its date of maturity also makes that all other invoices will be payable immediately and without prior notification, even if not yet matured or if repayment modalities were agreed upon. All bank and exchange costs in connection with the payment of our invoices are always at the expense of the buyer/ordering party. The invoice amount is, except when explicitly agreed upon otherwise, always a net amount on which no discount can be given or applied, as for instance (but not limited to) discount for cash payment, discount for large amounts, etc. Set-offs are not allowed except when agreed upon otherwise in writing. Conditions/provisions deviating from these general conditions, if any, are always mentioned explicitly on our quotations, invoices, etc. or communicated to the buyer/ordering party through a separate letter.

3. Guarantees – securities

RITTAL reserves the right to demand guarantees from the buyer/ordering party at any moment, also during the execution of the order. If the buyer/ordering party refuses to do so, RITTAL reserves the right to cancel the order completely or partially without the buyer/ordering party being entitled to any compensation from RITTAL and without prejudice to RITTAL's entitlement to compensation from the buyer/ordering party. In case of financing, an order will but be become final upon the receipt of the written approval of the bank or credit institute and upon the undersigning of one or more payment promises by the buyer. If such financing is refused, RITTAL is again entitled to cancel the whole order unilaterally without the buyer/ordering party being entitled to any compensation from RITTAL and without prejudice to RITTAL's entitlement to compensation from the buyer/ordering party.

4. Ownership clause

The goods remain property of RITTAL up to the full payment of the invoice amount or up to the settlement of the final instalment, even if the goods are seized by a bailiff, and such whether or not the concerned invoices were deposited at the office of the Commercial Court. These sales conditions must therefore be communicated immediately to the bailiff or trustee. Up to their full payment the delivered goods may not

be sold, exchanged, given away, moved or ceded or pledged to third parties. Upon any attachment of these goods, the buyer will inform RITTAL immediately. If one of these situations would occur, the invoice(s) will become immediately payable, such whatever the date of maturity of the invoice(s) and whatever the granted payment terms.

5. Complaints

Upon delivery of the goods the customer must check the supplied amounts and also check the packaging for any damage following transport; the delivery sheet must be signed for receipt.

Upon the completion of the works the customer must check the executed works and sign the receipt for confirming the proper execution. Only complaints mentioned on the delivery/sheet/receipt are accepted.

A conditional acceptance without formulating a complaint on the delivery sheet/receipt is not accepted. The use of supplied goods by the customer will always be considered as the acceptance of them and can therefore not lead to any complaint for faults that are qualified as visible. Complaints regarding invisible faults to goods, works or services and/or complaints regarding the invoicing must be lodged by registered mail within 5 days after the delivery of the goods or works or after the invoice date respectively. Complaints formulated by the customer that are not accepted by RITTAL will have to be proven by the buyer through a legal expertise to be initiated by him. The payment of invoices or monthly instalments, however, can never be made subject to any replacement or repair of delivered goods or executed works.

6. Warranty – liability

Goods delivered or works executed by RITTAL are warranted against any fault occurring under any normal application and use. If any part of delivered goods is found defect within one year starting from the date of shipment or delivery and if the buyer proves that this good was defect at the time of the delivery, this part will be replaced or repaired by RITTAL. Defect goods must be returned to RITTAL's office at the expense of the buyer, except when explicitly agreed upon otherwise. Changes to executed works and/or used materials by the customer or third parties, accidents or the wrong use of delivered goods/equipment cannot lead to any liability from our part under this warranty. Complaints regarding damage to goods caused by weather conditions, fire, water, excessive heat, overloading or other unforeseeable causes can by no means be accepted. RITTAL cannot be held liable for damage to immovable property in general, to buildings and/or their content, nor for damage to goods or persons. In any event, RITTAL's warranty/liability is always explicitly limited to the price of the goods/works delivered by RITTAL and, therefore, the compensation can never amount to more than the amount invoiced for the concerned goods/executed works.

7. Regulations – permits

All goods sold by RITTAL are manufactured according to generally accepted standards regarding industrial safety as prescribed for a certain product. If local or national regulations impose additional safety measures that are not covered by RITTAL's offer, these can be complied with if requested in writing and upon payment of the related additional costs. If local regulations require special permits or licenses for installing or commissioning the goods/materials, the obtaining of this permit or license is the exclusive responsibility of the buyer. Upon the absence of such permit or license, RITTAL cannot be held liable for this in any way whatsoever.

8. Delivery conditions

Deliveries are made free of charge with our trucks or by railway, post or courier service, such according to the lowest rate on the date of shipment. Deliveries depart from the

RITTAL warehouses, with packaging, and are considered having been accepted by the buyer upon their departure. The goods are always loaded, transported and delivered at the buyer's risk, also if the transport is done with RITTAL's own means of transport. Deliveries are made to the ground floor, unless explicitly agreed upon otherwise, without additional costs insofar as the place of delivery is accessible by truck over a paved road and its access is fully free. For other forms of delivery the related costs will be charged. Insurance, costs for handling the goods and customs and excise, if any, are always at the buyer's expense.

9. Delivery terms

The indicated delivery terms, shipment and execution dates are merely indicative. By no means can a partial delivery or delay in the delivery, for whatever reason, give cause for the annulment/cancelling of the order by the buyer and/or any compensation from RITTAL. If for the execution of a work a certain waiting time must be observed, the buyer/customer will understand and accept this in order to obtain a proper result. In case of force majeure (such as lack of raw materials, strikes, lack of means of transport, damage to or destruction of our buildings, unforeseen government decisions, weather conditions, war, exploitation problems, not being able to provision oneself at an economically sound price) RITTAL always reserves the right to consider the agreement as cancelled and such without the buyer/ordering party being entitled to any form of compensation towards RITTAL.

10. Prices

RITTAL's prices are always expressed in EURO, exclusive of VAT. After the conclusion of a purchasing contract the indicated conditions and prices remain applicable only for the option period mentioned in the quotation. After this option period and if an index increase will have become applicable or if other cost increases will have occurred, prices will be adjusted accordingly. For all orders below a total amount of 150.00 EURO an administrative cost of 20.00 EURO will be charged. The packaging is always included in the price and is not taken back by RITTAL. An exception to this are the pallet boards (EURO & DIN) and the wire-mesh collapsible pallets, which are always taken back from the customer or are charged at the then applicable market price.

11. Acceptance – taking back

The whole or partial use of delivered goods automatically implies the acceptance of the whole of the goods. Sold goods are but taken back in very exceptional cases and only with our prior explicit written consent and under the following conditions:

- the request for taking the goods back must be done within 30 calendar days after the delivery;
- the taking back concerns articles from the RITTAL standard gamma (no return of end-of-series articles or customer-specific articles);
- the value (before deduction of the return costs) of the goods to be taken back must amount to at least 250 €;
- the goods must still be in their original packaging, unaffected and not used;
- a return cost amounting to at least 20% of the net sales price, with a minimum of 50 EURO, will be charged.

12. Annulment of the agreement

Upon the annulment of the order, the refusal of ordered goods or the termination of contract works by the buyer, a minimum fixed compensation amounting to 40% of the total order amount will be due by the buyer. If the damage resulting from the annulment of the agreement by the buyer is higher than the above-mentioned minimum compensation, the buyer will also be bound to pay for this additional damage. Upon the non-observance of our payment or other conditions RITTAL is always entitled to suspend or annul the whole order unilaterally without the buyer/ordering party being entitled to any compensation from RITTAL and without prejudice to RITTAL's entitlement to compensation from the buyer/ordering party.

13. Disputes

For all disputes only the courts of the district of RITTAL's registered office are competent, i.e. the Justice of the Peace Court for Lokeren and the Court of First Instance or the

Commercial Court in Dendermonde, such depending on the competence *ratione materiae*.

Final provision

The buyer confirms having taken cognizance of the sales conditions of RITTAL and to accept them. In no event, RITTAL accepts conflicting sales conditions appearing on customer documents.

Conditions générales de vente: le texte en française est disponible sur simple demande.

Conditions générales de vente sont reprises dans les listes de prix Rittal et sur nos offres.