

## 1. Scope

These General Terms and Conditions are applicable for deliveries and services of BELIMO Automation FZE, Dubai (hereinafter "BELIMO") to the client. If the client requests a delivery or service abroad, the contract will be concluded with the local BELIMO Company in that country or with a BELIMO Company named by BELIMO in the order confirmation. In such case, the General Terms and Conditions of the BELIMO Company appointed in the order confirmation will be applicable.

## 2. Conclusion of the contract

The contract is deemed to be concluded upon receipt of an order confirmation by the client or, upon absence of such confirmation, upon the segregation of the ordered products by BELIMO. All catalogues, brochures and publications on the Internet are considered to be an invitation to offer and are not binding for BELIMO.

Modifications or additions to these General Terms and Conditions or to the contract are not valid without written approval by BELIMO. Orders that deviate from the specifications published by BELIMO or contain additions or modifications made by the client will only be effective if they have been expressly approved by BELIMO with an order confirmation.

## 3. Cancellation of the contract

Orders of products according to catalogue (standard products) may be cancelled by the client until the segregation of the ordered products by BELIMO provided that BELIMO has received the statement of cancellation prior to the time of segregation.

Orders of customers' products (special designs etc.) may be cancelled only up to 4 hours after receipt of the order by BELIMO. In that case, a service charge of 10% of the net order amount will be invoiced to the client. In case of configured drives, a service charge of 20% of the net order amount will be invoiced to the client.

## 4. Prices

If not expressly specified otherwise, all price information is net, excluding tax.

The standard packaging of the ordered products is included in the net price. All other costs, such as for transport, insurance, taxes, customs duties as well as export, import or other necessary approvals will be invoiced as additional charges. The net price does not include any additional services performed by BELIMO, such as installation, commissioning and compilation of diagrams etc. A small order fee in the amount of AED 400 will be charged for orders with a net price of less than AED 5000.

BELIMO reserves the right to change prices at any time until the conclusion of the contract.

## 5. Delivery conditions

All times, dates and delivery deadlines are considered non binding, unless their binding nature has been expressly agreed in writing. Binding delivery deadlines and dates that have been agreed upon in writing are met when the product is made available in the distributing warehouse before the corresponding dates have passed. If BELIMO has a delay in delivery, it is assumed that the client continues to demand the delivery. Compensation for late delivery or for replacement is excluded. If not otherwise indicated on the order confirmation,

the deliveries are free of charge within the UAE ex works Dubai Free Zone. (Incoterms 2010)

BELIMO reserves the right not to deliver the ordered products if they are unavailable; in this case, BELIMO will immediately notify the client of the non availability and, if necessary, reimburse any payment already made.

## 6. Payment conditions

BELIMO invoices must be paid in full on the same date of the invoice or according to the agreed credit terms. If the client is in delay, BELIMO reserves the right to withhold further deliveries.

The client is not entitled to offset outstanding accounts from BELIMO with any counterclaims.

## 7. Use and installation of BELIMO products

BELIMO products may only be installed by skilled qualified personnel.

BELIMO products must be used in accordance with the specifications of the respective currently valid data and assembly sheet.

## 8. Specifications

Except when otherwise expressly stipulated, the information published by BELIMO in text or picture form (e.g. illustrations or drawings) in catalogues, brochures, websites, data and assembly sheets or other publications conclusively defines the specific characteristics of the goods delivered by BELIMO and their application possibilities and does not represent any guarantee for durability or specific characteristics. The specific characteristics of the delivered products can deviate from that of images or samples in respect to material, colour or shape. BELIMO does not accept any responsibility for the performance or fitness of products for a particular purpose.

The specifications communicated by BELIMO are only to be regarded as a guideline. BELIMO reserves the right to change the communicated product specifications or to deliver other products of equal value from third-party suppliers in place of the ordered products.

## 9. Reservation of title

The title of supplied products remains with BELIMO until the client has fully paid all invoices.

## 10. Passing of risk

According to Incoterms 2010 EXW, benefit and risk with regard to the products purchased pass to the client upon placement of products in the possession of the shipper or upon collection by the client.

## 11. Redemption of products

BELIMO may, upon prior agreement, redeem products according to catalogue (standard products) provided that these products are still contained in the product range, virgin, i.e. not older than max. 6 months, unused, and originally packed at the time of return. BELIMO does not have any duty of redemption. Redemption of customers' products (special designs, configured drives) or products that have been procured on client's specific demand, is excluded.

The return of products according to catalogue shall be made enclosing a copy of the invoice and

stating the reason for the return, free of all charges to the address of BELIMO Automation FZE, Unit K17, DUBAI AIRPORT FREE ZONE, Dubai, PO Box 293644, UAE.

From the credit as agreed with the client, a service charge of at least 20% of the net catalogue price will be deducted. A payment of the credit in cash is excluded. It can only be credited against future orders.

## 12. Duty of examination

The client shall examine all products for defects directly upon receipt. Any defects are to be reported to BELIMO immediately in writing; the product will otherwise be deemed to be approved. Hidden defects must be reported in writing immediately after they are discovered.

## 13. 5 year warranty

The BELIMO warranty guarantees that the delivered products meet the specifications that are explicitly listed on the corresponding data sheets. The warranty is furthermore waived as far as permitted by law. No warranty is given in particular for damage resulting from or partly caused by the client or by third parties acting within the scope of responsibility of the client when

- a) Products are used in areas that are not specified in the data and assembly sheets, especially in aircraft and any other airborne means of transport;
- b) Products are used without observing the laws, official regulations or the instructions of BELIMO (especially regarding installation, commissioning, operating regulations and information on the data and assembly sheets);
- c) Products are used under special conditions, especially under the continuous influence of aggressive chemicals, gases or liquids or outside of the permissible operating parameters or conditions for use;
- d) Products are assembled, handled or installed incorrectly or without due care or not according to the respective authoritative state-of-the-art or are not used or installed by skilled qualified personnel;
- e) Products are modified or repaired without prior written approval of BELIMO;
- f) Products become worn out as a result of inappropriate or unintended use or excessive stress;
- g) Products are stored inappropriately; or
- h) The client or third parties are responsible for damage.
- i) Products supplied but not manufactured by Belimo

The client is liable for actions or omissions of auxiliary personnel as if these were his own actions.

The warranty period is five years from the date of manufacture. The warranty period starts at the time of manufacture or delivery of the product, respectively, without requiring acceptance from or testing by the client.

The client is obliged to immediately initiate all suitable measures to minimise damage. If a timely report has been made in accordance with Section 11 above, BELIMO is obliged either to replace defective products with products that are equal or equivalent, to have them repaired either by BELIMO or third parties at BELIMO's expense or to issue the client a credit note in the amount of the net price paid for the defective product. BELIMO will decide which of these measures is taken. Any extra charges incurred in connection with a replacement, such as transport costs etc., will be borne

fully by the client. The warranty period does not restart from the beginning for replaced products. BELIMO can require the client to replace particular defective products or parts of products in a system to prevent damage, whereby reasonable client expenditures in this context that are approved by BELIMO will be reimbursed by BELIMO.

#### **14. Limitation of Liability**

The liability of BELIMO is defined conclusively under Section 13. Any other claims of the client towards BELIMO, irrespective of the legal basis, including but not limited to price reduction or rescission, are excluded and waived expressly herewith.

Client does not have any title to claim for damage which does not occur on the products themselves. In particular, BELIMO does not accept any liability for costs incurred for determining the causes of damage, for expert opinions or indirect or consequential damage (including damage resulting from defects) of any kind, such as loss of use, downtimes, loss of profit or returns etc. unless they have been caused by BELIMO intentionally or due to gross negligence.

The extent to which BELIMO's liability is excluded or limited also applies to the personal liability of their employees, staff, representatives and vicarious agents.

#### **15. Indemnification**

Upon BELIMO's first request, the client shall indemnify and hold harmless BELIMO in full from any third party claim in conjunction with the events listed under Section 13, letters a) to h). This also applies to claims in connection with product liability.

#### **16. Force majeure**

Neither BELIMO nor the client accepts liability for damage of any kind if obstacles occur which they are unable to prevent in spite of all due care, irrespective of whether these occur at BELIMO, the client or a third party. Such obstacles are, for example, epidemics, mobilisation, war, revolts, severe interruptions of operations, accidents, labour disputes, delayed or faulty delivery of the required raw materials, semi-finished or finished goods, non-availability of important workpieces, magisterial injunctions or omissions, embargos, export or import restrictions, acts of God or any other circumstances which are, to a large extent, beyond the control of BELIMO or the client. Payments, however, may not be retained or delayed with reference to such circumstances. In such cases, both parties shall, without delay, undertake all effective measures which can be expected of them to prevent damage, or if damage occurs, to minimise the degree of this damage as far as possible.

#### **17. Resale**

If the product is resold, the client must impose at least the same limitations of warranty restrictions upon the buyer.

#### **18. Privacy policy**

BELIMO places great value on the implementation of lawful data processing to protect your personal data. BELIMO is obliged to process your personal data in accordance with current legislation. We are dependent on the services of a third party for the provision of our services. This third party will only process your data in connection with the ser-

vices agreed with BELIMO, will ensure the same level of data protection as BELIMO, and will not pass on your data to other third parties without your agreement. When processing your data and transferring your data to third parties, BELIMO will ensure that an appropriate level of data protection is guaranteed and that appropriate organizational and technical measures are implemented to protect your data. More detailed information on our data protection guidelines is available from the following Internet address: [www.belimo.com/privacy](http://www.belimo.com/privacy).

#### **19. Modifications**

BELIMO reserves the right to modify these General Terms and Conditions at any time.

#### **20. Severability clause**

In the event that one or more of the aforementioned provisions should be or become invalid, the validity of the remaining provisions shall not be affected thereby.

#### **21. Applicable law and jurisdiction**

UAE law shall apply exclusively, excluding application of the UN Convention on the International Sale of Goods of 11 April 1980 (CISG). The ordinary courts at BELIMO's domicile shall have exclusive jurisdiction.

In case of inconsistency between the German and the English version of these General Terms and Conditions, the German version shall prevail.