



General Conditions of Sale of Allied Motion – Dordrecht (R7/20112001)

The Parties: Allied Motion Dordrecht B.V. hereinafter to be referred to as “Seller”. The legal representative of the Addressee as printed on Seller’s quotation or Seller’s order confirmation hereinafter to be referred to as “Buyer”.

Products: All items offered for sale by Seller and listed on Seller’s quotation or Seller’s order confirmation hereinafter to be referred to as “Product(s)”.

1. **General:** The acceptance of Seller’s quotation and confirmation implies the acceptance of the following terms and conditions and no other terms and conditions (whether contained in Buyer’s Purchase Order or otherwise) shall be binding upon Seller unless expressly agreed in writing between Seller and Buyer.

2. **Validity:** Unless explicitly stated otherwise in writing in Seller’s quotation, Seller’s quotation is open for acceptance within sixty days from the date thereof. Any Purchase Order(s) as received from Buyer and arising from Seller’s quotation shall be subject to Seller’s written confirmation (facsimile or letter).

3. **Documents:** Except where intended to serve as instructions for use or advertising matter, all information in relation to Sellers’s Product(s) and Seller’s operations remain Seller’s property and may not be utilized or copied, reproduced, transmitted or communicated to Third Parties without Seller’s prior written consent. Illustrations, applications catalogues, colours, drawings, dimensions, statements of weight and measurements etc. made available by Seller as printed information are only meant to present a general idea of the Product to which they refer; these information is approximate only and therefore not binding upon Seller.

4. **Trade terms:** Unless otherwise agreed the latest version of the Incoterms issued by the International Chamber of Commerce as of the effective date of Seller’s quotation shall apply to the trade terms mentioned in Seller’s quotation. If no trade term is specifically agreed the delivery shall be Ex Works Dordrecht the Netherlands and if in such case we undertake to send the Product(s) to the destination, as requested by Buyer, the risk will pass not later than when the Product(s) are handed over to the first carrier.

Under any terms holding Seller responsible for the costs of transportation and/or insurance, any additional costs of rerouting and/or surcharges which are the result of circumstances or events that are beyond Seller’s reasonable control such as, but not limited to, those enumerated under “force majeure” in paragraph 13. hereof, shall be for Buyer’s account. In case the Product(s) cannot be despatched to their destination at the date scheduled therefor by reasons attributable to Buyer and/or outside Seller’s reasonable control, Seller shall be entitled to store the Product(s) concerned at Buyer’s expense and risk, in which case the warehouse receipts shall serve as substitutes for the shipping documents in all respects and Buyer undertakes to reimburse within fourteen days of Seller’s first demand any and all additional expenses so incurred.



5. **Despatch:** Full forwarding instructions shall be sent with Buyer's order. The times given for despatch are estimated and not binding; they have to be reckoned from the date of Seller's written confirmation of Buyer's Purchase Order or where a letter of credit has been asked for, from the date of the bank's advice that it has been opened in conformity with Seller's requirements. Seller reserve the right to despatch the Product(s) in consignment as and when they are ready for despatch.

6. **Complaints and Returns:** Any complaints of erroneous despatch and/or apparent damage shall be made in writing within fourteen (14) days after receipt of the Product(s) by Buyer giving the reason for the request to return the Product(s) and the date and number of Seller's invoice. If return of the Product(s) is agreed upon by Seller by means of a written return authorisation notice, the Product(s) shall be forwarded in accordance with Seller's instructions; all Product(s) returned must be consigned insurance and carriage prepaid by Buyer and packed in their original packaging.

7. **Prices:** Prices are based on the agreed upon delivery date(s) and schedule(s). Unless explicitly agreed otherwise in writing and approved by an authorized officer of Seller all prices shall be in Euro's. We reserve the right to adjust the prices in the event of changes of delivery date(s) or schedule(s) or changes in other circumstances upon which Seller's agreement is based and which fall beyond Seller's control. Furthermore the prices may be altered before or after acceptance of Seller's quotation as a result of (material) changes in the prices for raw materials or Third Party components to be used in the manufacture of the Product(s). Seller shall notify Buyer on the occurrence of such price alterations and, in case of a notification of a price increase Buyer shall be entitled to cancel the pertaining (part of) the order/contract in writing provided such cancelation has been received by Seller timely in advance of the despatch of the Product(s) or within seven days as from the date of Seller's price increase notification, whichever is the soonest. The costs of installation of the Product(s) are not included in Seller's quotation.

8. **Payment:** Buyer shall, unless explicitly agreed upon in writing and approved by authorized officer of Seller, pay to Seller all amounts due hereunder in the currency as agreed upon out of an irrevocable letter of credit to which the prevailing Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce in Paris apply. Buyer shall arrange for the opening of the letter of credit by a first class bank in Seller's favour payable cash with and bearing the conformation of a bank in the Netherlands, acceptable to Seller, within 21 days from the date of Seller's order confirmation. The letter of credit shall have a minimum validity equal to the delivery period and be extended upon Seller's request. In case partial deliveries have been agreed upon the letter of credit shall provide for pro rata payments thereunder. In cases no letter of credit applies payment will constitute a valid discharge only in so far as an account payable by a first class bank in the Netherlands on demand is credited in Seller's favour, irrevocably and free of charge, in the currency quoted, in freely convertible and transferable funds, at its exact due date. Any delay in payments will incur legal interest immediately as from the due date.

9. **Retention of title:** Without prejudice to the passing of the risks in accordance with the applicable trade term as described above, Buyer explicitly accepts that Seller shall retain ownership of the Product(s) until full payment has been received of all amounts due in accordance with the contract and Buyer shall not resell the Product(s) than in the normal course of business and take all measures to protect the Product(s) and to ensure that Seller's title to the Product(s) is in no way prejudiced. Buyer shall be obliged to insure the Product(s) at its own expense for the time they remain Seller's property.



Buyer shall give Seller any assistance in taking any measures required to protect Seller's property rights. If Buyer fails to make any payments to Seller when due, Buyer shall, upon Seller's first notice, be obliged to return to Seller, at Buyer's risk and expense, any Product subject to the retention of ownership. The retention of ownership and the shipping back of Product(s) shall not in any way affect any other rights of compensation Seller may have by these Conditions of Sale or applicable Law. If retention of title is not valid under applicable law we shall be entitled to rights as closely as possible to the rights above as such law permits.

10. Warranty: Seller warrants that Product sold by Seller to Buyer will, at the time of shipment from Seller's warehouse and for a period of twelve (12) months after the date of such shipment from Seller's warehouse, be free from defects in material and workmanship under normal use and service and will conform to Seller's specifications.

Should any Product prove defective for reasons of improper material or workmanship or fail to meet the applicable specifications, it may be returned to Seller immediately. All rejected and returned Product(s) will be subject to a failure analysis and Seller will report to Buyer for review. Seller shall replace such parts as have proven to be defective as set out here above or, at Seller's option, repair such parts or have them repaired at Seller's order, always free of charge provided that we are informed by Buyer in writing (including telefax or cable) within fourteen (14) days after the defects have revealed themselves and the defective Product(s) have been returned to an address or location indicated by Seller; such defective parts shall become Seller's property as soon as they have been replaced.

This warranty does not cover any damage sustained by normal wear and tear or any damage arising in consequence of negligence or improper handling or improper use or repair or modifications of the Product(s) or parts thereof by Buyer or Buyer's agents, or of maintenance by unauthorized persons or dealers, or of improper storage in the event of the Product(s) wholly or partly being stored by Buyer previous to installation or use.

Seller hereby explicitly waives any representation or warranty that the Products are or will be compatible with any combination of the equipment and/or Product(s) other than those specifically set forth in the specifications applicable to the respective Product(s). It shall be Buyer's sole responsibility to determine for itself the suitability and compatibility of the Product(s) in each instance.

Buyer agrees to be solely responsible for any warranty which it extends or allows to be extended, whether express or implied, to its customers. Buyer further agrees and understands that Seller shall have no liability or obligation to Buyer's customers and that all rights such customers may have for warranty repair or otherwise shall be solely against Buyer. Buyer agrees to indemnify and hold Seller harmless from all costs, expenses, including attorney's fees, and claims and suits which may be brought by Buyer's customers or any Third Parties against Seller with respect to the Product(s) or which arise or are related to any warranty extended by Buyer expressed or implied, provided Seller shall notify Buyer promptly by written notice of any such suit or claim.



BUYER ACKNOWLEDGES THAT, ACCEPT AS EXPRESSLY PROVIDED ABOVE, NO WARRANTIES WITH REGARD TO THE PRODUCT(S), WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE CREATED BY THIS AGREEMENT AND SELLER HEREBY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Liabilities: Compliance with Seller's warranty as per article 10 of these General Conditions of Sale or with any agreed modification thereof shall be considered to give full satisfaction to Buyer. Any claim of Buyer for offset, compensation of damages and losses or for dissolution of the contract is hereby waived. SELLER SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES OTHER THAN THOSE SELLER HAS EXPRESSLY ASSUMED LIABILITY FOR AND SELLER'S LIABILITY SHALL IN NO EVENT INCLUDE ANY CONSEQUENTIAL OR INCIDENTAL OR OTHER SPECIAL OR INDIRECT OR PUNITIVE DAMAGES NOR FOR ANY LOSS OF WHATSOEVER NATURE AND HOWSOEVER ARISING, INCLUDING INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PATENT LIABILITIES OR PATENT INDEMNIFICATION. BUYER SHALL HOLD SELLER HARMLESS FROM ANY AND ALL SUCH CLAIMS INCLUDING CLAIMS FROM THIRD PARTIES.

12. Software: Ownership of and title to software and related documentation made available to Buyer (the "Software") shall remain vested in Seller and/or in the Third Party which authorized Seller to sublicense its software, regardless of whether it was or was not prepared specifically for use by Buyer. Buyer shall in no event reproduce, reverse engineer or modify the Software unless and to the extent permitted by mandatory law applicable to these General Conditions of Sale, nor divulge, make available or permit to use the Software, in any form, to any third party without Seller's prior written consent and Buyer assumes full liability for the protection and security of the Software.

13. Force majeure: Seller shall not be liable for delays in delivery or failure to manufacture or deliver Product(s) or to otherwise perform any obligation due to Buyer under Buyer's purchase order due to any cause beyond Seller's reasonable control such as acts of God, acts of civil or military authority, labour disputes, strikes, fire, riots, civil commotions, sabotage, war, embargo, blockage, floods, epidemics, power shortages, or when due to governmental restrictions or failure of a supplier or subcontractor to deliver.

In the event the suspension has lasted for five (5) consecutive months or as soon as it is established that the suspension will last for at least five (5) months, Seller shall be entitled to cancel partially or in whole the Purchase Order without being held liable to any indemnity whatsoever towards Buyer or any Third Party. The occurrence of force majeure shall be notified as soon as possible. In case of force majeure the times given for despatch shall be extended for the period of prevention or delay caused by such force majeure.

14. Taxes: All taxes, duties, levies and similar expenses, which are or become due in connection with Seller's offer, any order or contract resulting therefrom and the carrying out thereof are for Seller's account as far as they are due in Seller's country or in such other country or countries in which the Product(s) are manufactured, and for the account of Buyer as far as they are due in the Buyer's country or in such other country or countries for which the Product(s) are destined or in which any services will be performed, irrespective of which party (including its representative/employees) will be liable to pay such taxes.



15. **Export Control:** Buyer acknowledges that the Product(s) and/or documentation supplied may be subject to any Governmental export regulations and Buyer acknowledges to be familiar or agrees to become familiar with such regulations. Buyer furthermore agrees not to deal with the Product(s) and/or documentation in violation with such regulations. If end-users statement is required, Buyer shall provide such a document upon Seller's written request.

16. **Governing Law:** All disputes arising out of the interpretation or performance of this purchase order shall be settled by the competent courts of the Netherlands.

17. **Legal Construction:** The Contract shall operate as a contract made in the Netherlands and shall be subject to and construed in conformity with Dutch Law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.