Conditions of Supply | FAULHABER Benelux B.V.

**Article 1: Definitions**
Unless expressly indicated otherwise, the terms in capital letters as used herein shall have the following meanings in the context of an Agreement between FAULHABER and the Buyer relating to the purchase, sale and delivery of the Products.

**Buyer:** any private individual or legal entity having entered, or wishing to enter, into an Agreement with FAULHABER.

**Conditions:** these general conditions; FAULHABER, for the purposes of this document, having its registered office in Eindhoven, the Netherlands, as well as any of its affiliated legal entities;

**In Writing:** by letter, by telefax or electronically.

**Order:** any instructions of the Buyer issued to FAULHABER in writing, orally or electronically, relating to the supply of the Products.

**Party/Parties:** FAULHABER (or, if applicable, both individually, or jointly, or any of their successors in title or assigns, or both Group Companies and the Buyer).

**Products:** any marketed by FAULHABER.

**Article 2: Scope and formation of Agreements**

1. The provisions of these Conditions shall apply to all quotations issued by FAULHABER (including but not limited to offers or requests for offers) and the Agreements entered into and to be entered into by the Buyer with FAULHABER, unless and in so far as they are otherwise explicitly waived by FAULHABER in Writing.

2. The applicability of the Buyer's general conditions is hereby explicitly waived. By the mere entering into an Agreement, the Buyer waives any general conditions on its part, so that all Agreements shall be governed by the provisions of these Conditions unless the contrary is stipulated.

3. In the event that the supply of any Product is affected by force majeure, the delivery dates and times stated in the Agreement shall be extended by the duration of such force majeure.

Article 3: Price and Payment

1. Unless agreed otherwise In Writing in the relevant Agreement, the prices quoted by FAULHABER shall be exclusive of BTW (Dutch VAT), import duties and other taxes, levies or duties and costs of packaging.

2. Invoices shall be due for payment within thirty (30) days after receipt of invoice, net.

3. Bills of exchange shall only be accepted as payment subject to a separate agreement; discounts and early payment discounts provided in the parties' business relationship are hereby excluded.

4. In case of late or incorrect payment, the Buyer shall be in default by operation of law, without any further notice of default being required, as from the expiry of the term or payment, as from which time the Buyer shall be in default, except as to any delay or incorrect payment of the costs of which shall be passed on to the Buyer in accordance with the quotation provided.

5. After the Buyer has been declared in default, all additional obligations of the Buyer shall be due and payable by the Buyer, equal to the higher of 15% of the principal sum claimed (exclusive of BTW). The foregoing does not prejudice the provisions of article 5 and article 6 of these Conditions.

6. If the Buyer is of the opinion that the amounts invoiced to it by FAULHABER are incorrect, it shall object in writing to the invoice, specifying its objections, failuring which the Buyer shall forfeit its right to object to the amounts. In such an event the Buyer's objection shall not prejudice the remaining validity of the Agreement.

7. The Buyer shall not be entitled to set off claims or assert a right of retention unless the Buyer's claims are undisputed or have been declared final and absolute by a court.

8. The prices of Products used by FAULHABER shall be confirmed in the order confirmation and shall be binding on FAULHABER for a period of thirty (30) days; if not notified in Writing of a request for changes within such period, the prices so confirmed shall be considered as confirmed and binding.

9. FAULHABER shall be authorized to pass on to the Buyer any changes in cost factors influencing the Agreement, including but not limited to prices of raw materials and auxiliary materials, costs of labor, customs duties, taxes, levies or other similar costs and charges. Such costs, if increased, shall be charged to the Buyer.

10. FAULHABER shall have the right to adjust the prices of Products in accordance with any price increase in the cost factors influencing the Agreement, if the increase of these costs cannot be passed on to the Buyer as otherwise provided for in paragraph 9 of these Conditions.

11. FAULHABER shall be authorized to pass on to the Buyer any changes in cost factors influencing the Agreements, including but not limited to prices of raw materials and auxiliary materials, costs of labor, customs duties, taxes, levies or other similar costs and charges. Such costs, if increased, shall be charged to the Buyer.

12. If and to the extent that, despite the provisions of paragraphs 1 and 2 of this article, FAULHABER is still unable to comply with the obligations, the Buyer shall be entitled to terminate this Agreement at any time, in whole or in part, by notice given to FAULHABER, without prejudice to any other rights that may be available to FAULHABER under the Agreement or otherwise by virtue of law.

13. The Buyer shall be entitled to suspend payment or offset other obligations vis-à-vis FAULHABER until payment has taken place.

14. The Products may be returned only with the written consent of FAULHABER, on conditions agreed upon, and at the risk of the Buyer, unless and in so far as the Buyer has previously presumed warranty or guarantee.

15. Any return of Products must be accompanied by the original proof of purchase, including the serial number of the Product(s).

16. The Products may be returned only with the written consent of FAULHABER, on conditions agreed upon, and at the risk of the Buyer, unless and in so far as the Buyer has previously presumed warranty or guarantee.

17. The Buyer shall be entitled to terminate the Agreement and/or invoke setoff.

18. FAULHABER shall be the exclusive owner of all intellectual and industrial property rights in the Product, packaging, user instructions, etc., and/or that can be enforced, and/or may be obtained in connection with the supply of the Products, together with the Products. Such rights and property rights may include, by way of example, patent rights, design rights, and/or trademarks and/or any other rights of whatsoever nature and/or to invoke setoff.

19. The Buyer shall be the exclusive owner of all intellectual and industrial property rights in the Product, packaging, user instructions, etc., and/or that can be enforced, and/or may be obtained in connection with the supply of the Products, together with the Products. Such rights and property rights may include, by way of example, patent rights, design rights, and/or trademarks and/or any other rights of whatsoever nature and/or to invoke setoff.

20. Any dispute, including disputes that are considered as such by one of the Parties only, as a result of, or in connection with, an Agreement governed by these Conditions, or the relevant Conditions themselves and their interpretation or implementation, either of a factual or of a legal nature, shall be decided by the competent court in the district of Eindhoven, the Netherlands, without prejudice to FAULHABER's right to submit a dispute to the court in the district where the Buyer is based.

Article 4: Liability

1. If the Buyer fails to perform its obligations or if there is a reasonable fear that it will not do so, FAULHABER shall be entitled to remove or cause the removal of the Products delivered subject to the Agreement. Any title referred to in any Agreement shall pass to FAULHABER immediately. To that end, the Buyer shall immediately reimburse all third parties. The Buyer shall be under obligation to render all assistance in this respect, on pain of forfeiture of a penalty equal to 15% of the (invoice) amount due by it per day or part of a day.

**Article 5: Applicable Law and Disputes**

1. Prompts may be taken upon delivery of the Products, the Buyer shall inspect the quantities and types of Products supplied, as the case may be; the price of the Products shall be determined in accordance with the Products on the shipping document or delivery note, on pain of forfeiture of the right to complain. Any visible defects to the Products and/or packaging shall be reported in Writing as soon as possible, but in no event later than five (5) days after receipt of the Products, accompanied by a description of and ground for the complaints, failing which the Buyer shall be deemed to have accepted the Products.

2. The Products into operation or processing or reselling the Products shall be deemed to have been accepted by the Buyer.

3. The Buyer shall be entitled to report any defects to the Products within five (5) working days after the date of delivery, accompanied by a description of the defect and of the evidence of such defect.

4. The Buyer shall cooperate with FAULHABER in any investigation that it may carry out on site with a view to determine the nature and extent of the defects and/or the cause of the defects, as well as any other reasonable measures taken by FAULHABER.

5. If the Buyer does not report any defects to the Products within five (5) working days after the date of delivery, FAULHABER shall be deemed to have accepted the Products.