GENERAL TERMS AND CONDITIONS

1. General

1.1. Unless stated otherwise in the specific terms and conditions and unless otherwise specifically applied, these terms and conditions apply to the agreement between Robojob NV and the other contracting party.

1.2. The other party acknowledges to have read these general terms and conditions and to accept them, by signing the quote or the order or by its explicit or tacit acceptance of the invoice from Robojob NV.

These general terms and agreements take precedence over any general terms and conditions of the other contracting party that must be considered as non-existent, except in the event Robojob NV and the other contracting party agree to the provisions of such a contract or confirmation by Robojob NV can never or apply or be considered as such an exemption.

1.3. All agreements are deemed to have been entered into and carried out at the registered address of Robojob NV as set out on the front page of the quote and/or order form.

1.4. The commercial agents of Robojob NV are not authorised to enter into binding agreements on behalf of the company, nor to take receipt of deposits or payments, unless they have received a special proxy to that effect. Agreements negotiated by them must be ratified by Robojob NV’s Board of Directors before they become effective.

2. Order

2.1. The other party is contractually bound from as soon as it has placed an order or signed an order or from Robojob NV. Robojob NV is only obliged to carry out the order from the date it is signed.

2.2. Only the written acceptance or order confirmation binds Robojob NV towards the other party.

2.3. If the other party wishes to amend the order confirmation, the amendment must be requested within two working days in writing by fax, email or by registered mail sent to Robojob NV. Any order confirmation that is placed is considered final and will be carried out pursuant to the order confirmation. The other party has not indicated otherwise within a period of two working days. In the event Robojob NV has accepted the order confirmation, it will be irrevocably accepted and all the additional costs resulting from the change made to the order.

3. Price

3.1. Weightings, measurements, prices and other information contained in catalogues, price lists and other documentation are only binding for Robojob NV retains the right to adjust its prices if the cost determining factors, such as (but not limited to) exchange rate fluctuations, supply of other contracting party, and also for its own account. The other contracting party will therefore be entitled to request the changes and/or comments. In the event the changes are accepted, the invoice will give another indicative delivery time for the amended order.

3.4. If contrary to the standard agreement, the parties entered into an industry agreement that the other party is bound to adhere to, these terms will be extended by application of law by a maximum of 10 days, failing which the order confirmation will be invalid. Hidden defects must be reported by registered mail, failing which the complaint will be considered inadmissible.

3.5. In the event of a well-founded complaint within these terms, the penalty period that is at least equal to the term of the other contracting party’s obligations to the contract or to replace them with the other contracting party being entitled to terminate the agreement. Goods are therefore always sent at the cost and risks of the other contracting party.

3.6. Robojob NV can only be held liable for damages for late delivery if it is due to writing in order to obtain a binding and ultimate delivery term, and on condition that the other contracting party provides proof (1) that the delay was due to a serious error made by Robojob NV, as well as (2) if the extent of the loss actually incurred by the other contracting party. Under no circumstances can the damages exceed the value of the goods. Commercial loss and consequential loss can never be eligible for damages.

5. Terms of payment

5.1. Invoices are payable on receipt, unless a due date is stipulated by Robojob NV. Any such payments must be made either in cash at the registered office of Robojob NV, or by bank transfer to Robojob NV’s account.

5.2. Any invoice that is not paid on the due date will be open to collection, without the need for a notice of default, accrue a conventional interest at 10% per month and a statutory interest of 12% per annum. In addition and on top of this conventional default interest, Robojob NV will be entitled to recover, if applicable, 10% of each - even partially - unpaid invoice on the overdue amount, with a minimum of 250 euro, also if any legal rights are granted. Parties therefore explicitly agree that this payment is fixed and that it can therefore not be changed, even if the delay is due to the fault of Robojob NV.

Furthermore, the other contracting party will be liable for all court fees and enforcement costs that Robojob NV will have to incur to the invoice’s due date, even if invoices that are not due, invoices not satisfied or paid, or invoices not paid by operation of law.

Other contracting parties that have fallen in arrears lose the automatic terminality of the agreement and/or written order confirmation. In the event the retention of title is violated, Robojob NV automatically acquires a right of pledge to the sale price realised, and the other party will furthermore become liable for a fixed amount in damages of 20% of the total invoice amount.

5.4. Any studies, drawings and technical descriptions will remain the exclusive property of Robojob NV. They must not be used or copied for other purposes than those stipulated in the contract entered into with the other party.

10. Change of situation

10.1. Any change in the other party’s situation, as a result of which the other party can no longer comply with the terms and conditions in the agreement, can be invoked by the other contracting party, in the event Robojob NV is not able to provide the necessary information on time regarding the order to be carried out, or the order confirmation.

10.2. If the other contracting party discovers them or being able to detect these defects within a period of one year after the installation, or for a maximum of 2000 working hours, dependent on which of the above limits is reached first.

10.3. In order to lay claim to the benefits of these dispositions, the other contracting party must send a letter to Robojob NV by registered mail within five working days from establishing the defects. The notification to the defects attributed to the equipment, including evidence.

10.4. The works arising from Robojob NV’s guarantee commitment will be carried out in a location chosen by Robojob NV and they will in principle be limited to replacing the faulty parts. Repair costs for the replacement of the faulty parts must be carried out by the other contracting party, as well as travel costs, labour and other reasonable expenses incurred to the repair or replacement of the faulty parts. The replaced parts must be returned damage paid to the other contracting party will also be entitled to demand that the costs of the equipment, repair or replacement of the repair are always payable by the other contracting party.

10.5. Robojob NV’s responsibility is strictly limited to the obligations arising from the contract; Robojob NV is in essence only liable for any damages payable to the other contracting party for losses, for as long as they have not been paid for in full. It will also retain the right to recover the goods at the other party’s other party’s expenses in the event of non-payment, insolvency, bankruptcy, without exception and regardless of where the goods are held, invoices for goods that have been processed or what real estate they were attached to.

10.6. This retention of title clause remains in force when the other contracting party explicitly written agreement that the other contracting party decides to accept hidden defects, or even if the retention of title clause is not included. These damages may be higher if Robojob NV demonstrates that the lost profit represents a greater amount.

10.7. These damages in relation to lost profit are established as a fixed amount of 20% of the net invoice amount. These damages may be higher if Robojob NV demonstrates that the lost profit represents a greater amount.

10.8. Any failure to comply with these general terms and conditions will not affect the validity of the other party’s other party’s expenses in the event of non-payment, insolvency, bankruptcy, without exception and regardless of where the goods are held, invoices for goods that have been processed or what real estate they were attached to.

10.9. This retention of title clause remains in force when the other contracting party explicitly written agreement that the other contracting party decides to accept hidden defects, or even if the retention of title clause is not included. These damages may be higher if Robojob NV demonstrates that the lost profit represents a greater amount.

10.10. Any failure to comply with these general terms and conditions will not affect the validity of the other party’s other party’s expenses in the event of non-payment, insolvency, bankruptcy, without exception and regardless of where the goods are held, invoices for goods that have been processed or what real estate they were attached to.

12. Nulity of clauses

12.1. Any nulity of one or more clauses in these general terms and conditions shall not affect the validity of the other clauses or of the specific terms and conditions.

13. Compensation

13.1. Only Robojob NV is entitled to compensate claims for damages against the other contracting party with any claims with damages against the other contracting party.

14. Responsibility

14.1. Robojob NV reserves the right to make any changes in writing, only the Courts of Antwerp shall be competent to hear any dispute concerning the agreement between Robojob NV and the other party. Any dispute arising between these parties will apply Belgian law and these general terms and conditions.