

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF ROBART INTERNATIONAL B.V.

1. Definition

In these general terms and conditions of sale and delivery “buyer” means the (legal) person who has given Robart International B.V. the order to deliver goods.

2. Applicability

These general terms and conditions apply to all offers from Robart International B.V., on all (sales) agreements she concludes with third parties, and on all her deliveries. The applicability of purchase conditions or other general conditions is excluded.

3. Offers and order confirmations

1. All offers, in whatever form, are non-binding, unless explicitly stated otherwise in writing or digitally.
2. Robart International B.V. reserves the right to cancel a(n) order/ purchase without further explanation or require payment on delivery.
3. Oral agreements are not binding for Robart International B.V. Agreements and/ or orders are only binding after written or digital confirmation by Robart International B.V.

4. Deliveries and delivery terms

1. Delivery times are considered to be approximate. Exceeding a specified delivery time does not give the buyer the right to cancel the order or refuse reception or payment of the goods, nor to file any claim for compensation.
2. Delivery of items in sections is permitted.

5. Price

If between the date of the offer and the purchase, or between the date of the purchase and the delivery, due to causes beyond the control of Robart International B.V., an increase in the cost price of the offered or sold goods may occur, for example due to an increase in material prices, production costs, import duties, taxes, foreign exchange rates, transport costs, etc., Robart International B.V. is authorized to pass these price increases on.

6. Complaints

1. The buyer must inspect the purchased items at delivery or as soon as possible thereafter. The buyer must check whether the delivered goods comply with the agreement, including:
 - a. whether the right items have been delivered;
 - b. if the delivered goods with regard to the quantity (for example the number and the amount) correspond to what has been agreed on;
 - c. whether the delivered items meet the requirements set for normal usage.If visible defects or shortcomings are found, the buyer must inform Robart International B.V. in writing or digitally within 7 days of delivery, prior to the use or processing, on pain of forfeiture of any claim.
 2. A case that is taken back by the seller due to a recognized defect will be replaced as soon as possible.
- Any further liability of Robart International B.V. is excluded.

7. Payment and retention of title

1.Payment must be made within the period stated on the invoice and without discount or settlement.

2.The goods delivered by Robart International B.V. remain her property until the buyer has fulfilled all obligations under the concluded purchase agreement.

In case sign products or tools have been delivered, the buyer is permitted to sell them as part of his normal business operations.

8. (Hidden) defects and damage

1.With regard to delivered machines or parts thereof by Robart International BV, liability for defects is excluded in case they arise after delivery resulting from normal wear and tear, improper handling, or improper or incorrect maintenance, or in case defects occur after modification or repair by or on behalf of buyer.

2.Furthermore, the liability of Robart International B.V. is limited to any defect that she can claim with the manufacturer of the machines or parts thereof.

If necessary, Robart International B.V. may transfer her claims regarding the manufacturer(s) to the buyer.

3.In case Robart International B.V. has delivered a sign product or a tool with a defect, she has the choice to replace the delivery or credit the buyer.

4.With regard to damage, which is the result of attributable shortcomings of Robart International B.V. her liability is in all cases limited to the amount that her insurer reimburses, with the following limitations:

a. trading loss is not eligible for reimbursement;

b. the liability is at all times limited to the invoice amount of the materials supplied.

5.The buyer must indemnify Robart International B.V from any claim by a third party for compensation concerning damage resulting from the use of delivered machines or other items by Robart International B.V.

9. Applicable law, disputes

1.All agreements concluded between Robart International B.V. and the buyer are exclusively governed by Dutch law.

Applicability of the Vienna Convention on the International Sale of Goods is excluded.

2.All disputes will be settled by the competent court in Rotterdam, apart from exceptions under mandatory law.