

TERMS AND CONDITIONS OF BUHLMANN S.A.

[Article 1 : Definition](#)

The customer is the one who places the order while the seller and/or service provider – BUHLMANN S.A. – is the one who agrees to execute it.

[Article 2 : Scope of application](#)

These terms and conditions as well as professional uses are valid and exclusively applicable for all sales and services provided by BUHLMANN S.A. relating in particular to railway technology, machine tools or robotics integration. These terms and conditions cancel and replace those of the customer and can only be waived with the express written agreement of BUHLMANN S.A. The placing of an order or the receipt of the material by the customer implies his irrevocable acceptance of these terms and conditions as well as those additional, appearing on the order form and here considered to be fully reproduced.

[Article 3 : Order – modification – cancellation](#)

3.1.

Any order placed by the customer is irrevocable for him while it will only bind BUHLMANN S.A. after its written acceptance.

For any order not guaranteed by its credit insurance, BUHLMANN S.A. reserves the right to require a cash payment to accept, to deliver and/or execute the order.

3.2.

Any modification of an order is only possible after written agreement of BUHLMANN S.A. It can only be accepted if the manufacturing has not been partially or fully engaged.

Any modification whatsoever – by or on behalf of the customer – which would be accepted by BUHLMANN S.A., will be invoiced in addition and may extend the execution time. The modifications transmitted orally or by telephone will be carried out at the risk of the customer.

3.3.

A confirmed order can only be canceled – partially or totally – with the agreement of BUHLMANN S.A. In this case, the customer shall owe BUHLMANN S.A. an indemnity equal to 30 % of the amount of the canceled order, as compensation for the damage and costs caused by this cancellation. This compensation will be offset with any deposit already received.

[Article 4 : Price and payment](#)

4.1.

BUHLMANN S.A. shall have no liability to the customer for any information or advice given in connection with the products or services, unless confirmed in writing in the contract.

All the prices appearing in any price list or price proposal sent by BUHLMANN S.A. are net VAT and taxes and are for delivery ex works. Any tax, duty or other benefit payable under Belgian law in force or the one of an importing or transit country are payable by the customer.

Prices do not include transport and insurance costs, these being borne by the customer.

4.2.

Unless otherwise provided, invoices are payable immediately in cash at the time of delivery and at the registered office of BUHLMANN S.A., or to the bank institution mentioned on those invoices.

For custom orders, BUHLMANN S.A. reserves the right to invoice a deposit of 30% of the total price as soon as the order is placed, the balance being due at the latest on delivery.

The incomplete delivery of an order cannot in any case justify a refusal by the customer to pay for the products delivered.

Any invoice or amount unpaid at its due date automatically and without prior notice produces interest of 0.7% per month until the day of full payment.

In addition, this invoice or amount will be automatically and without notice increased by an indemnity of 10% with a minimum of €200, and this as a fixed and irreducible penalty clause, without prejudice to any other damages which may be due. The issue of a bill of exchange or a check does not operate either novation or derogation from these conditions.

[Article 5 : Delivery and receipt](#)

5.1.

Unless otherwise provided, deliveries take place at the warehouse of BUHLMANN S.A. BUHLMANN S.A. is authorized by the customer to make deliveries in whole or in part.

When approval tests are necessary, these could take place at the final place of manufacture or assembly such as the building site of the customer. In this case, BUHLMANN S.A. shall invoice the travel and accommodation costs of its employees and/or representatives.

5.2.

The orders placed by the customer will, as far as possible, be delivered within the time limit indicated in the contract. However, this deadline is indicative and any possible overrun cannot give rise to withholding, cancellation or damages.

BUHLMANN S.A. incurs in any case no responsibility for delay in delivery or – total or partial – non-execution of orders or agreements in the following cases:

- a) In the event that the payment conditions stipulated on the order confirmation have not been observed by the customer ;
- b) In the event that the information necessary for the execution of the order has not reached BUHLMANN S.A. in due time ;
- c) If the delay or non-execution of the order is due to any force majeure of any kind, due to the Prince, epidemic, accident, fire, natural disaster, civil or foreign war, riot, impossibility of obtaining supplies or due to delay from own suppliers of BUHLMANN S.A., strike, lockout, machine breakdown, viruses or computer bugs, or any other cause beyond the control of BUHLMANN S.A.

5.3.

The customer is solely responsible for checking whether the quality and quantity of the products correspond to his order and, if not, for stating it on the delivery slip. Otherwise, his order will be deemed accepted and any subsequent complaint will be considered inadmissible.

[Article 6 : Risk transfer – title retention clause](#)

6.1.

The products of BUHLMANN S.A. travel at the risk of the customer from the moment they leave the warehouse, even in case of Franco delivery.

6.2.

The transfer of ownership of the products of BUHLMANN S.A. for the benefit of the customer will only be carried out after full payment of the price by the latter, and regardless of the date of delivery of these products. BUHLMANN S.A. may therefore assert the rights held under the retention of title clause for any of its claims on all of its products in the customer's possession, these products being presumed to be those unpaid. BUHLMANN S.A. may also take them back or claim them as compensation for all its unpaid invoices without prejudice to its right to cancel current sales.

[Article 7 : Warranty and liability of BUHLMANN S.A.](#)

7.1.

The warranties granted by BUHLMANN S.A. are exclusively limited to those given by its factories and suppliers and for which the customer accepts the limits and conditions.

7.2.

The receipt of the products at the warehouse of BUHLMANN S.A. by the customer or the transporter mandated by him and, when applicable, the approval after the site tests, constitute acceptance of the apparent defects.

7.3.

BUHLMANN S.A. guarantees the customer against any hidden defect arising from a defect in material, design or manufacturing affecting the products delivered and making them unfit for use.

Products delivered by BUHLMANN S.A. are covered by a one-year warranty from delivery, which is not valid for apparent defects. This warranty is limited to the replacement of defective parts or products, to the exclusion of any other compensation or damages. The replacement does not extend the duration of this warranty.

7.4.

The customer declares that he knows the characteristics, qualities and risks of the product being sold and that he has surrounded himself with all the necessary precautions to make his choice. The customer is solely responsible for the adequacy of the product ordered with the use for which it is intended.

BUHLMANN S.A. is not responsible for damage caused by improper use of the products which does not correspond to its indications or of another manufacturer, as well as in the event of failure of maintenance or use by the customer or, in general, by any incident attributable to the customer, a third party or due to force majeure.

7.5.

BUHLMANN S.A. is not responsible for defects resulting from the materials supplied or from a design communicated by the customer.

7.6.

BUHLMANN S.A. is exempt from all liability resulting from direct or indirect damage caused to the customer, his staff or a third party, with the exception of the responsibilities which it explicitly bears under these terms and conditions. To this end, the customer guarantees BUHLMANN S.A. against any action taken by a third party. The liability of BUHLMANN S.A. remains in any event limited to the invoice (net) amount for the corresponding order.

[Article 8 : Consultancy – servicing – maintenance & emergency service](#)

8.1.

Any service requested by the customer that BUHLMANN S.A. would perform for example in the context of various advice, project management, servicing or maintenance, only constitute for it an obligation of means.

8.2.

BUHLMANN S.A. has an emergency intervention service which can be reached 24/7 by telephone on 02/711.20.48 or by e-mail at support@buhlmann.be. The customer expressly accepts that any support/breakdown request and/or any intervention of any kind is subject to in-house billing based on current rates. If the cost of repair or replacement nevertheless exceeds 10,000.00 EUR excl. VAT, it must be the subject of a quote previously accepted by the customer. The costs linked to travel and fault diagnosis are in any event due.

8.3

BUHLMANN S.A. has a CAD and reverse engineering service. The customer expressly accepts that any CAD or reverse engineering request is subject to in-house billing based on current rates. If the cost of the service nevertheless exceeds 10,000.00 EUR excl. VAT, it must be the subject of a quote previously accepted by the customer. The costs linked to travel, laboratory analysis and coordination meeting are in any event due.

[Article 9 : Confidentiality](#)

Each of the parties undertakes not to disclose or communicate, not to allow to disclose or allow to communicate, nor to use directly or indirectly, unless it has been previously authorized in writing by the other party, the confidential data, information, information, applications, methods and know-how as well as any document of any kind whatsoever of which it became aware during the performance of its mission.

The confidentiality obligations provided for in these terms and conditions last as long as the information in question keeps its confidential nature, including beyond the end date of the agreement between the parties.

[Article 10 : Intellectual property](#)

All technical documents (plans, data, diagrams, etc.) delivered by BUHLMANN S.A. to the customer remain its exclusive property and must be returned to it on its first request. The customer undertakes not to make any use of these documents which may infringe the industrial or intellectual property rights of BUHLMANN S.A. and undertakes not to disclose them to any third party.

[Article 11 : Processing of personal data](#)

The personal data of the customer is collected and stored by BUHLMANN S.A., in particular for the following purposes: execution of orders (processing necessary for the execution of the contract), customer management (processing necessary for the execution of the contract and compliance with legal obligations), marketing activities with a view to informing and promoting products of BUHLMANN S.A. (legitimate interest in promoting its commercial activities to the customer).

The customer who does not wish to be contacted by BUHLMANN S.A. in the context of direct marketing actions may at any time object to the Processing by contacting BUHLMANN S.A.

The customer can ask BUHLMANN S.A. for access to personal data concerning him, the rectification of those that are inaccurate, incomplete or irrelevant, the limitation of the processing or the deletion of his data under the conditions as stated by the General Data Protection Regulation ("GDPR"). The customer also has the right to the portability of his data during the entire period of data processing by BUHLMANN S.A.

The customer also has the right to file a complaint with the competent supervisory authority.

[Article 12 : Void, invalid or not complied provisions](#)

If any provision of these terms and conditions turns out to be invalid, illegal or inapplicable in any respect for any reason whatsoever they will be deemed null and void, and the other provisions will remain unaffected. If one of the provisions is void or invalid, this void or invalid provision will be replaced, as far as possible, by a valid provision which will come as close as possible to the original objective of the parties.

The non-application by BUHLMANN S.A. of one or more provisions of these terms and conditions cannot be considered as a waiver of it, nor as a limitation of its rights or obligations.

In case of any inconsistency or difference of interpretation between the terms and conditions in French and the present terms and conditions, the text in the French language shall prevail.

[Article 13 : Applicable law and disputes](#)

Any dispute shall be governed by and interpreted in accordance with the Belgian law and subject exclusively to the jurisdiction in which the registered office of BUHLMANN S.A. is located.

[Article 14 : Addition to the general terms and conditions](#)

The general terms and conditions of sale and service of N.V. Buhlmann are listed on our website www.buhlmann.be under the heading "Algemene verkoopsvoorwaarden / General Terms and Conditions of Sale". Unless otherwise agreed in writing in the tender negotiation, each Order is subject to our general terms and conditions located at CGVBSA-EN.pdf.

Considering the current international situation, we are adding the following points, which form part of the terms and conditions of sale.

1/ Prices and delivery times

We reserve the right to adjust our prices and delivery times based on the evolving international situation and its impact on the price of our deliveries and delivery times.

2/ Dual Use

We hereby inform you that we do not permit onward delivery in accordance with EU Regulation No. 833 Art. 12 g and hereby oblige you to comply with the onward delivery of our goods in accordance with the "No Russia Clause". Should we become aware that you have nevertheless carried out the onward delivery of the goods, we must review the business relationship between our companies and report the onward delivery by you to the authorities accordingly.

Buhlmann SA delivers equipment and materials that may not be transferred for end use in Iran, Syria, Cuba, Sudan or North Korea or to individuals, companies, or governments subject to EU or U.S. economic and trade sanctions. Distributor and end customer must comply with all applicable EU and U.S. laws, including export compliance laws..