

GENERAL TERMS AND CONDITIONS FOR SALE AND DELIVERY

Electramo NV

Industrieweg 14, 2390 Malle, Belgium

Version 2026-06-12

Prevailing language Dutch

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1. Definitions

- 1.1 "Seller" means Electramo NV.
- 1.2 "Buyer" means the professional customer placing an order with the Seller.
- 1.3 "Goods" means all products, equipment, motors, parts and/or related services supplied by the Seller.
- 1.4 "Order Confirmation" means the written confirmation (including e-mail) by which the Seller accepts the Buyer's order.
- 1.5 "Agreement" means the Order Confirmation, together with these General Terms and Conditions and any special terms expressly agreed in writing.
- 1.6 "Working Day" means a day that is not a Saturday, Sunday or Belgian public holiday.
- 1.7 "Incoterms" means Incoterms® 2020 as published by the International Chamber of Commerce.

2. Scope – Applicability – Priority

- 2.1 These General Terms and Conditions (the "GTC") apply to all quotations, offers, orders, sales and deliveries by the Seller and form an integral part of every Agreement.
- 2.2 Any deviation from these GTC shall only be valid if expressly accepted by the Seller in writing. Special terms shall derogate only from the provisions to which they expressly relate.
- 2.3 The Buyer's general terms and conditions (including purchase order terms) are expressly excluded and shall not apply, even if the Seller does not expressly contest them.
- 2.4 If any provision of these GTC would create an apparent imbalance contrary to mandatory B2B rules on unfair terms, such provision shall be interpreted and, if necessary, moderated to the extent required to restore enforceability, without prejudice to the remaining provisions of the Agreement.

3. Quotations – Formation of the Agreement – Amendments

- 3.1 Unless expressly stated to be binding for a specified period of validity, all quotations (written or oral) are non-binding and subject to change.
- 3.2 The Agreement is formed exclusively by the Seller's Order Confirmation. Any provision of the Buyer stating that the Buyer's terms prevail is expressly rejected.
- 3.3 Any amendment requested by the Buyer after the Order Confirmation (including specifications, quantities, delivery instructions, documentation or acceptance tests) requires the Seller's prior written approval and may result in an adjustment of the price and performance periods.

4. Product Information – Technical Documentation – Intellectual Property

- 4.1 Weights, dimensions, performance data, drawings, photographs and similar information in the Seller's catalogues, brochures, price lists and other documentation are indicative and approximate only, unless expressly confirmed as binding in the Order Confirmation.
- 4.2 All drawings, studies, technical descriptions, specifications, software, know-how and other documentation supplied by the Seller remain the exclusive property of the Seller (or its licensors).
- 4.3 The Buyer shall not copy, reverse-engineer (to the extent legally permitted), disclose or use such materials for any purpose other than performance of the Agreement, unless with the Seller's prior written consent.
- 4.4 If the Seller provides custom developments, the parties shall agree the intellectual property regime in writing. Failing such agreement, the Seller retains all intellectual property rights and grants the Buyer only a non-exclusive right of use for internal business purposes.

5. Prices – Taxes – Price Adjustments

- 5.1 Prices are as stated in the Order Confirmation and are exclusive of VAT, duties, levies, insurance, transport, customs clearance, packaging (if applicable) and all other costs, unless expressly stated otherwise.
- 5.2 If, after the conclusion of the Agreement, the Seller's costs increase due to factors beyond the Seller's reasonable control (including raw materials, energy, transport, exchange rate fluctuations, taxes/duties or governmental measures), the Seller may adjust the price proportionally by written notice with reasonable substantiation.

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5.3 If such price increase exceeds ten percent (10%) of the confirmed price for the undelivered part, the Buyer may terminate the relevant undelivered part by written notice within ten (10) Working Days after receipt of the Seller's notice. Termination shall be without prejudice to the Buyer's payment obligation for Goods already delivered or services already performed.

6. Delivery – Incoterms – Transfer of Risk

- 6.1 Unless otherwise agreed in writing, delivery shall be EXW Seller's premises (Incoterms® 2020), unpacked.
- 6.2 The risk of loss or damage shall pass to the Buyer at the moment the Goods are made available for collection at the Seller's premises (EXW), regardless of who arranges the transport.
- 6.3 If, at the Buyer's request, the Seller arranges transport, this shall be at the Buyer's cost and risk. The Buyer shall address any claims for loss, delay, damage or missing goods during transport to the carrier.
- 6.4 The Seller may make partial deliveries, unless expressly agreed otherwise.

7. Delivery Periods – Delay

- 7.1 Delivery dates and lead times are estimates, unless the Order Confirmation expressly states that they are binding.
- 7.2 Delivery periods shall begin to run from the latest of the following moments:
 - 7.2(i) receipt by the Seller of all information, approvals and items to be provided by the Buyer;
 - 7.2(ii) receipt of any agreed advance payment;
 - 7.2(iii) fulfilment of all other conditions stated in the Order Confirmation.
- 7.3 If the Buyer fails to comply with its obligations (including payment, timely provision of information or cooperation), the delivery periods shall automatically be extended accordingly.
- 7.4 If a binding delivery date is exceeded due to a fault attributable to the Seller, the Buyer may only exercise remedies after having given the Seller written notice of default and granted an additional reasonable period of at least fifteen (15) Working Days.
- 7.5 If the Seller still fails to deliver within the additional period, the Buyer may terminate the undelivered part by written notice. The Buyer's remedies in case of delay are limited to termination of the undelivered part, except where mandatory law does not permit such limitation (including cases of fraud or wilful misconduct).

8. Inspection – Acceptance – Complaints

- 8.1 The Buyer shall inspect the Goods immediately upon delivery/collection.
- 8.2 Complaints regarding visible defects, non-conformity or shortages must be notified to the Seller in writing within eight (8) calendar days after delivery/collection and, in any event, before use, processing or resale.
- 8.3 In the absence of timely notice, the Goods shall be deemed accepted and the parties waive claims relating to the relevant defects/non-conformity.

9. Returns – RMA

- 9.1 No Goods may be returned without the Seller's prior written return authorisation (RMA). The Seller may refuse unauthorised returns.
- 9.2 Returned Goods must be packed and shipped in accordance with the Seller's instructions. Returns shall be at the Buyer's risk and expense, unless the Seller agrees otherwise in writing.
- 9.3 If Goods without defect or outside warranty are returned, the Seller may charge handling, testing and storage costs.

10. Payment Terms

- 10.1 Unless otherwise stated in the Order Confirmation, invoices are payable within thirty (30) calendar days from the invoice date, net and without set-off or withholding, except where mandatory law provides otherwise.
- 10.2 Any dispute concerning an invoice must be notified to the Seller in writing within eight (8) calendar days after the invoice date, stating the reasons and the undisputed amount. The undisputed part remains payable on the due date.
- 10.3 Payments shall only be deemed made when credited to the Seller's bank account.

11. Late Payment – Collection – Suspension

- 11.1 In the event of late payment, the Buyer shall, by operation of law and without prejudice to the Seller's other rights, owe late payment interest at the statutory interest rate applicable to commercial transactions under Belgian law, from the due date until full payment.
- 11.2 The Buyer shall also owe a fixed minimum compensation of EUR 250 for collection costs and, where applicable, reasonable additional debt collection and recovery costs (including lawyers' fees) to the extent permitted under Belgian law.

11.3 If the Buyer remains in default of any payment or if the Seller has reasonable grounds to doubt the Buyer's creditworthiness (including transfer/pledging of the business, indications of insolvency or repeated late payments), the Seller may suspend performance, require an advance payment and/or appropriate security. If no security is provided within a reasonable period, the Seller may terminate the Agreement.

11.4 Acceptance of negotiable instruments shall not constitute novation and shall not prejudice the Buyer's obligations.

12. Retention of Title

12.1 Title to the Goods shall remain with the Seller until full payment of all amounts due under the Agreement, including interest and costs.

12.2 Until title passes, the Buyer shall

12.2(i) not sell, pledge or encumber the Goods,

12.2(ii) store them and keep them identifiable as the Seller's property,

12.2(iii) maintain them in good condition, and

12.2(iv) insure them against customary risks.

12.3 In the event of non-payment, the Seller may, after written notice by registered mail, terminate the Agreement and repossess the Goods to the extent permitted by law. The Buyer shall cooperate and grant access for repossession.

13. Warranty

13.1 The Seller warrants that the Goods are free from defects in design, materials and workmanship under normal use and proper maintenance.

13.2 Unless otherwise stated in the Order Confirmation, the warranty period is twelve (12) months from delivery (or making available under EXW).

13.3 For Electramo motors, the warranty period is twenty-four (24) months from delivery (or making available under EXW), unless the Order Confirmation specifies a different period.

13.4 The warranty does not cover defects caused by:

13.4(i) design/specifications prescribed by the Buyer;

13.4(ii) improper installation (unless installed by the Seller), misuse, negligence, abnormal operating conditions, inadequate maintenance;

13.4(iii) unauthorised modifications or repairs;

13.4(iv) accident, external causes or force majeure.

13.5 In order to invoke the warranty, the Buyer must notify the Seller in writing without unreasonable delay after discovery, provide reasonable evidence and allow the Seller to assess the defect.

13.6 The Seller's warranty obligation shall, at the Seller's option, be limited to repair or replacement of defective parts. Warranty work shall be performed at a location chosen by the Seller.

13.7 Unless otherwise agreed, transport, customs clearance, travel time, labour, accommodation, lifting equipment and all other costs of on-site interventions shall be borne by the Buyer.

13.8 Replaced parts must be returned carriage paid to the Seller within thirty (30) days after replacement; failing this, the Seller may invoice such parts.

14. Limitation of Liability

14.1 The Seller's total aggregate liability arising out of or in connection with the Agreement (whether in contract, tort, strict liability or otherwise) shall be limited to the net invoiced value of the Goods/services giving rise to the claim, with an absolute cap of EUR 50,000 per event of damage and EUR 100,000 per contract year.

14.2 The Seller shall not be liable for indirect or consequential damages, including (without limitation) loss of profit, loss of revenue, loss of production, business interruption, loss of goodwill, data loss or third-party claims.

14.3 The Buyer shall take all reasonable measures to mitigate its damage.

14.4 Any claim must be notified in writing within thirty (30) days after the Buyer became aware (or should reasonably have become aware) of the damage-causing event. Legal proceedings must be commenced within one (1) year after such notice, to the extent permitted by law.

14.5 Nothing in the Agreement excludes or limits liability to the extent such exclusion or limitation is not permitted under mandatory law, including liability for fraud or wilful misconduct.

15. Force Majeure

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- 15.1 Force majeure means any event beyond a party's reasonable control that prevents or delays performance, including labour disputes, fire, embargo, governmental measures, supply chain disruptions, transport shortages, scarcity of raw materials and energy restrictions.
- 15.2 The affected party shall promptly notify the other party in writing of the event and the expected impact.
- 15.3 Obligations shall be suspended during the force majeure event. If force majeure continues for more than sixty (60) consecutive calendar days, either party may terminate the affected part by written notice without compensation, without prejudice to payment obligations for Goods already delivered.
- 15.4 If circumstances arise that fundamentally disturb the contractual equilibrium without rendering performance impossible, the parties shall negotiate in good faith an equitable adjustment. Pending such negotiations, the Seller may suspend performance where continuation would be manifestly unreasonable.

16. Suspension – Termination

- 16.1 The Seller may suspend performance if the Buyer breaches any obligation (including payment) and continues such breach after written notice.
- 16.2 The Seller may terminate the Agreement with immediate effect by written notice if the Buyer
- 16.2(i) commits a material breach and fails to remedy it within fifteen (15) Working Days after notice, or
- 16.2(ii) becomes insolvent, enters into liquidation, commences judicial reorganisation or similar proceedings, or
- 16.2(iii) repeatedly pays late.
- 16.3 Upon termination, all outstanding amounts shall become immediately due and payable. Provisions which by their nature survive (payment, intellectual property/confidentiality, limitation of liability, governing law and jurisdiction) shall remain in force.

17. Compliance – Export Control – Ethics (optional)

- 17.1 The Buyer shall comply with applicable export control and sanctions laws and shall not export or re-export the Goods in violation of such laws.
- 17.2 The Buyer shall comply with applicable anti-corruption laws. Either party may terminate the Agreement in case of material breaches.

18. Assignment – Subcontracting

- 18.1 The Buyer may not assign or transfer the Agreement without the Seller's prior written consent. The Seller may assign the Agreement to an affiliated company or successor in connection with a transfer of business.
- 18.2 The Seller may engage subcontractors for performance, while remaining responsible for its obligations.

19. Notices

- 19.1 Notices must be made in writing and sent by
- 19.1(i) registered mail to the registered office Electramo nv, Industrieweg 14 – 2390 Malle/Belgium, or
- 19.1(ii) e-mail to the addresses specified in the Order Confirmation, unless mandatory law prescribes a specific form.
- 19.2 Notices shall be deemed received:
- 19.2(i) by registered mail, on the third Working Day after dispatch;
- 19.2(ii) by e-mail, on the Working Day of dispatch if sent before 16:00 CET/CEST, and otherwise on the next Working Day.

20. Governing Law – Jurisdiction

- 20.1 The Agreement shall be governed by Belgian law, unless expressly agreed otherwise.
- 20.2 Any dispute arising out of or in connection with the Agreement shall fall within the exclusive jurisdiction of the competent courts of Antwerp, Belgium, without prejudice to the Seller's right to seek interim measures.

21. Miscellaneous Provisions

- 21.1 Severability: if any provision is invalid or unenforceable, the remaining provisions shall remain in full force. The invalid provision shall be replaced by a valid provision that most closely reflects the parties' intention.
- 21.2 No waiver: failure to enforce any provision shall not constitute a waiver of rights.
- 21.3 Entire agreement: the Agreement constitutes the entire agreement between the parties with respect to its subject matter.
- 21.4 Language: if these GTC are translated, the Dutch version shall prevail, unless mandatory law provides otherwise.