

General Terms and Conditions of Sale and Delivery

1. General Provisions

In these General Conditions of Sale and Delivery, the following definitions shall apply:

'Baumer': Baumer Limited (Co. No. 00645201), the registered office of which is at 33-36 Shrivenham 100 Business Park, Majors Road, Watchfield, Swindon, Wilts SN6 8TZ, United Kingdom;

'Conditions': the terms and conditions set out in this document;

'Contract': the contract between Baumer Limited and the Customer for the sale and purchase of Goods;

'Customer': the purchaser of the Goods;

'Goods': the goods or services (or any part of them) set out in the Order;

'Order': Customer's order for Goods accepted by Baumer.

2. Conclusion of the Contract

The Contract is deemed to have been concluded when Baumer makes the delivery or if Baumer declares its acceptance by sending a confirmation of the Order. The execution of the delivery by Baumer does not imply the recognition of any conditions submitted by the Customer. The acceptance of Goods ordered by the Customer constitutes recognition of these Conditions, even if these were previously contested or if the Customer referred to other conditions when placing their Order. If an Order is cancelled by the Customer, the Customer will be held responsible for all the costs already incurred by Baumer, including the expenses and costs for finished Goods, ongoing works and raw materials concerned.

3. Quotes & Tenders

Quotes/tenders/offers made by Baumer are valid for a period of 30 (thirty) days following the date of the document, except in cases where a different period of time has been explicitly mentioned in a specific offer.

4. Price

Unless otherwise specified, the prices are ex-factory net prices (Ex works, EXW Incoterms® 2010), excluding VAT, costs for packaging, minimum order quantity/value, insurance and transport of the Goods. These costs and taxes shall be borne by the Customer. Any customs duties, taxes or charges of any kind collected outside of Baumer's country during delivery shall be paid by the Customer or reimbursed by the Customer upon presentation of supporting documents by Baumer, as these charges were mandatory. Unless agreed otherwise, the Customer shall bear all of the bank charges concerning letters of credit, bank guarantees, collections, payment receipts, eventual stamp duties on bills of exchange, etc. Baumer reserves the right to charge a processing fee for invoices with a value of less than GBP 100.

5. Time of Delivery

The time of delivery shall start to run from the date on which the written confirmation is sent by Baumer, but not before all of the technical details have been specified. A time or date of delivery is not deemed to be firm unless the Customer has fulfilled all of their obligations within the required deadlines, notably by paying the advance due, opening all necessary documentary credits and presenting all the requisite administrative authorisations.

If delivery is late by reason of an unforeseen event such as mobilization, war, acts of terrorism, riots or similar events (such as strikes, lock-outs), attacks by third parties on the computer system, legal restrictions, law concerning foreign trade (such as an embargo), late or noncompliant deliveries to Baumer, or by any other reason not attributable to Baumer, the time of delivery will be extended for a reasonable period. The Customer has no right to cancel their Order in such circumstances. If the Customer is late in making their payments, Baumer may suspend its own obligations until the delayed payment has been received and may claim restitution of the parts already delivered.

6. Transfer of Risk, Transport, Packaging, Insurance

6.1 – The use, enjoyment and risk associated with the Goods are transferred unto the Customer from the moment they are ready for dispatch at Baumer. Unless the Customer indicates a specific type of transport in order, Baumer shall choose an appropriate means of delivery. The responsibility for insuring the transport falls on the Customer. Notwithstanding the fact that Baumer arranges the transport and the insurance, the Customer shall pay the costs relating to them.

6.2 – Inspection: if applicable, Baumer shall inform the Customer as soon as the Goods are ready for inspection. From that moment on, the Goods will be stored in Baumer's premises for a period of 1 (one) month without cost. After that period, Baumer reserves the right to bill its Customers at a rate of 5% (five per cent) per month, calculated on the value of the Goods, until the inspection is made and the billing authorization is given.

7. Payment

Payment is due 30 (thirty) calendar days after the date of the invoice, unless agreed otherwise. Any advance paid by the Customer is allocated against the price of the order. The advance is not a deposit which, if reclaimed, entitles the Customer to terminate the Contract. If the Customer does not make receipt of the delivery on the date agreed by Contract, it must nonetheless make the payments associated with this delivery date.

In the event of late payment Baumer shall charge interest on the sum overdue (to accrue from day to day as well as after as before judgment, and to be compounded quarterly) at the rate set by order of the Secretary of State from time to time for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998. The Customer may not retain or set off any amounts on sums due to Baumer.

8. Retention of Title

Baumer retains title to the Goods of the consignments (reserved Goods) until the Customer has fulfilled any and all obligations arising from the Contract (eg. but not limited to receiving of in full and in cleared funds of the total purchase price for the Goods incl. any ancillary costs and interest charges).

As long as the retention of title remains in effect, the pledging or assignment by way of security by the Customer is prohibited. Resale by is permitted by traders in the ordinary course of business solely if and when the traders receive payment from their customers or retain title to the Goods until the customers have fulfilled their payment obligations.

The Customer will maintain the Goods under retention of title in new, saleable condition, and will give Baumer such information as Baumer may request regarding the Goods immediately.

If and when the Customer resells retained Goods, it assigns its future claims against its customers from the resale, including any and all secondary rights, as security to Baumer.

The Customer is permitted to process the reserved Goods or to combine them with other products. The Customer shall safeguard the newly created product with the care of a prudent merchant on Baumer's behalf. The new product shall be deemed retained Goods.

Baumer and the Customer are in agreement that the combination with other products which do not belong to Baumer will in each and every case establish Baumer's co-title to the new product in an amount corresponding to the ratio of the value of the combined retained Goods to the value of the other products at the point in time of the combination. The new product shall to this extent be deemed retained Goods. The provision regarding the assignment of claims applies to the new product as well. The Customer is authorized until further notice to collect any and all assigned claims from the resale. If there is good cause - especially, but not limited to, default of payment, suspension of payments, initiation of bankruptcy proceedings, protest of a bill, or legitimate indications of the Customer's overindebtedness or imminent bankruptcy - Baumer will be entitled to revoke the Customer's collection authorisation. Moreover, Baumer may disclose the assignment of the securities, utilize the assigned claims, and request disclosure of the assignment of the securities by the Customer to its customers, subject to prior notification of this intention and expiration of a reasonable period.

The Customer shall notify Baumer without delay of any liens, confiscations, or other disposals or attachments by third parties. Provided that Baumer has credibly asserted a legitimate interest, the Customer shall immediately provide to Baumer any and all information required for the assertion of the latter's rights and surrender the required documentation. In the event of the Customer's breach of obligations, in particular, but not limited to, default of payment, Baumer is entitled to cancel the contract as well as to request return of the Goods upon expiration of a reasonable period for performance. The

Customer is obligated to return the Goods. Baumer's acceptance of the return of the Goods shall not be interpreted as cancellation of the Contract unless Baumer has expressly stated this to be the case.

9. Warranty

Baumer warrants to the Customer the faultless condition and suitability of the Goods within the scope of its technical specifications. Baumer assumes a warranty for Goods which are used as safety components within the sense of the EU Machinery Directive solely upon submission of a prior written confirmation to this effect. Baumer's warranty is restricted to the replacement or repair of the defective parts and to causes which occurred before the transfer of risk. Liability for any further damage or loss, whether direct or indirect, is excluded to the extent legally permissible; in particular, no damage compensation is owed for operational downtimes, etc.

The warranty expires immediately in any and all cases in which the Customer does not use original Baumer replacement parts or itself repairs the defects. The Customer is obligated to examine the consignment immediately upon receipt to determine that it is complete and whether there has been any transport damage. Written complaint of any and all such defects shall be submitted immediately and any evidence shall be secured. Complaint of product defects may be raised at any time during the entire warranty period before and/or after processing and/or after resale; however, written complaint must be raised without delay upon discovery of the defects, and the defective part must be returned. The Customer may assert claims under these terms and conditions of warranty solely if and when it proves that the defects occurred despite correct and proper installation and use. The warranty period is 24 (twenty-four) months from the time of dispatch at Baumer. The warranty period for replacement parts delivered under the warranty or repaired parts ends at the same time as the period for the Goods which were originally delivered. Baumer reserves the right to charge a processing fee for any returns and functional tests which are not covered as warranty claims. If and when the scope of the delivery includes software for computer systems, the terms and conditions below apply as well.

Baumer warrants that the provided software does not contain any reproducible errors. The warranty is subject to the prerequisite that the Good is used in accordance with the contract. The Customer shall notify Baumer of any program errors without delay. Baumer will eliminate any reported errors. If and when it proves to be impossible to eliminate an error, Baumer must develop an alternative solution. If and when Baumer is unable to fulfill these obligations, the Customer has the option either to reduce the agreed consideration by a reasonable amount or to request rescission of the Contract. Baumer does not assume any warranties that the software provided fulfills the Customer's special requirements.

10. Software

If the Goods delivered include software, a user licence will be provided with the Goods for the duration of its lifespan, and for each of the Goods delivered. Any form of reverse engineering, modification or deletion of the Software from the Goods is prohibited.

11. Safety

The Customer agrees to use the delivered Goods within the limits specified in the operating manual and to inform its customers and its staff concerning the use and operation of the Goods. The Customer agrees to provide Baumer, if so requested by Baumer with the details of the experience accumulated from the use of the Goods. At the Customer's express request, Baumer agrees to replace at any time, without charge, the safety panels that were delivered with the Goods and that may have become illegible or may have been lost. However, the Customer is responsible for their assembly. Baumer is free to choose the format of these safety instructions when delivering replacement panels. Baumer provides declarations of conformity at cost and only to the extent that Baumer is required to archive originals.

12. Reservation of Performance

Performance of the contract is subject to the reservation that there are no hindrances arising from UK, EU, US, or other applicable national or international provisions of foreign trade law or from embargos or other sanctions.

The Customer is obligated to submit any and all information and documents required for the export, movement, or import of the Goods.

13. Infringement of Intellectual Property

If a third party were to make claims of infringement in matters of intellectual property or of copyright against the Goods delivered by Baumer and used in compliance with the Contract, Baumer will investigate these claims and, at its own expense, Baumer will either acquire the rights necessary for the use of such Goods or, modify the Goods in order to preserve these rights or, replace the Goods. If no solution becomes available, Baumer will take back the Goods and reimburse their cost. Any other claim made by the Customer to Baumer in these circumstances is excluded. Paragraph 14 (Other Liabilities) shall not be affected by such an occurrence and neither will the Customer's right to terminate the Contract.

14. Other Liabilities

14.1 – Customer's claims for damage compensation are excluded regardless of the legal theory on which they are based, including, but not limited to, active breach of obligations, breach of obligations during contract negotiations, and actions in tort. Baumer is not liable for breach of secondary obligations, lack of business success, lost profit, indirect loss or damage, subsequent damage or loss due to defects, and damage or loss resulting from third-party claims against the Customer. The limitations to liability mentioned above apply equally in favor of the associates, executives, and officers and directors of Baumer. The above provisions do not apply if and when liability is mandatory, e.g., pursuant to the Product Liability Act or in cases of malicious intent, gross negligence, the lack of warranted characteristics, or the breach of major contractual obligations. Moreover, the exclusion of liability does not apply to damage or loss resulting from injury to life, body, or health, from negligent breach of obligation of the seller, or from intentional or negligent breach of obligation of the seller's legal representative or vicarious agent. However, damage compensation for the breach of major contractual obligations is limited to the foreseeable damage or loss typical of the contract, unless it is a consequence of malicious intent or gross negligence. The above provisions do not include the reversal of the burden of proof to the disadvantage of the Customer.

14.2 – Provided that nothing in these Conditions shall be construed as restricting or excluding Baumer's liability for death or personal injury resulting from its negligence, for fraud, for breach of section 12 of the Sale of Goods Act 1979, for defective products under the Consumer Protection Act 187 or where it is otherwise unlawful to limit or exclude liability, Baumer's liability to the Customer, whether in respect of breach of contract tort (including negligence), breach of statutory duty or otherwise, shall, in no event exceed 10 times the price payable for the Goods in respect of which claim arises.

14.3 – For the avoidance of doubt, in no event shall either party be liable to the other for any indirect or consequential loss or damage of any nature and howsoever caused.

15. Confidentiality / Data Privacy

The Customer shall treat all data and documents as confidential it receives within the business relationship with Baumer. The data shall be only used for the contractual stipulated purpose. It should not be forwarded to third parties without any prior approval from Baumer. The Customer is obliged to store any data received from Baumer in a way that means it is protected against access by third parties.

16. Place of Jurisdiction and Applicable Law

The Contract is subject to English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts. The United Nations' Convention on the Sale of International Goods (CSIG) is not applicable to this Contract.

17. Safeguard Clause

The legal invalidity of individual provisions of the contract does not affect the validity of the Contract as a whole.

Baumer Limited

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