

# General Terms and Conditions (GTC)

(The currently valid General Terms and Conditions are available on the Internet.)



## 1. Scope

These General Terms and Conditions are applicable for deliveries and services provided by "World Systems Co. Ltd." (hereinafter referred to as the BELIMO Agent) as an authorized Agent of BELIMO Automation AG Hinwil (hereinafter referred to as "BELIMO") to the client. In case our delivery includes Software and accompanying documentation, the terms of the license agreement are applicable in addition to these General Terms and Conditions. However, in case of any conflict between the two documents, the license agreement shall prevail.

## 2. Conclusion of the contract

The contract is deemed to be concluded upon receipt of an order confirmation by the client or, upon absence of such confirmation, upon the segregation of the ordered products by the BELIMO Agent. All catalogues, brochures and publications on the Internet are considered to be an invitation to offer and are not binding for the BELIMO Agent. Modifications or additions to these General Terms and Conditions or to the contract are not valid without written approval by the BELIMO Agent. Orders that deviate from the specifications published by the BELIMO Agent or contain additions or modifications made by the client will only be effective if they have been expressly approved by the BELIMO Agent with a written order confirmation.

## 3. Cancellation of the contract

Orders of products according to catalogue (standard products) may be cancelled by the client until the segregation of the ordered products by the BELIMO Agent provided that the BELIMO Agent has received the statement of cancellation prior to the time of segregation.

Orders of customers' products (special designs etc.) may be cancelled only up to 4 hours after receipt of the order by the BELIMO Agent. In that case, a service charge of 10% of the net order amount will be invoiced to the client. In case of customised products or configured actuators, a service charge of 20% of the net order amount will be invoiced to the client.

## 4. Prices

If not expressly specified otherwise, all price information is net, excluding VAT.

The standard packaging of the ordered products is included in the net price. All other costs, such as for transport, insurance, taxes, customs duties as well as export, import or other necessary approvals will be invoiced as additional charges. The net price does not include any additional services performed by the BELIMO Agent, such as installation, commissioning and compilation of diagrams etc. A small-order fee in the amount of SAR 400 will be charged for orders with a net price of less than SAR 800.

The BELIMO Agent reserves the right to change prices at any time until the conclusion of the contract.

## 5. Delivery conditions

All times, dates and delivery deadlines are considered non-binding, unless their binding nature has been expressly agreed in writing. Binding delivery deadlines and dates that have been agreed upon in writing are met when the product is made available in the distributing warehouse before the corresponding dates have passed. If the BELIMO Agent has a delay in delivery, it is assumed that the client continues to demand the delivery. Compensation for late delivery or for replacement is excluded.

If not otherwise indicated on the order confirmation, delivery of the Goods shall be made in accordance with Incoterms® 2020 DAP Goods recipient (DAP = Delivered At Place, delivery address ship-to-party).

The BELIMO Agent reserves the right not to deliver the ordered products if they are unavailable; in this case, the BELIMO Agent will immediately notify the client of the non-availability and, if necessary, reimburse any payment already made.

## 6. Payment conditions

The BELIMO Agent invoices must be paid in full within 30 days after the date of invoice. After the payment deadline, the client will automatically owe the BELIMO Agent a reminder charge of SAR 200. If the client is in delay, the BELIMO Agent reserves the right to withhold further deliveries. The client is not entitled to offset outstanding accounts from BELIMO with any counterclaims.

## 7. Application, installation and use of BELIMO products

BELIMO products distributed by the BELIMO Agent are intended for professional use only. BELIMO products distributed by the BELIMO Agent may only be installed and replaced by skilled qualified personnel.

BELIMO products distributed by the BELIMO Agent must be used in accordance with the specifications of the respective currently valid data and assembly sheet. The use of Belimo Cloud Services is subject to the "Terms of Use for Belimo Cloud Services" as amended from time to time.

## 8. Specifications

Except when otherwise expressly stipulated, the information published by the BELIMO Agent or BELIMO in text or picture form (e.g. illustrations or drawings) in catalogues, brochures, websites, data and assembly sheets or other publications conclusively defines the specific characteristics of the goods delivered by the BELIMO Agent and their application possibilities and does not represent any guarantee for durability or specific characteristics. The specific characteristics of the delivered products can deviate from that of images or samples in respect to material, colour or shape. The BELIMO Agent does not accept any responsibility for the performance or fitness of products for a particular purpose.

The specifications communicated by the BELIMO Agent are only to be regarded as a guideline. The BELIMO Agent reserves the right to change the communicated product specifications or to deliver corresponding products from third-party suppliers in place of the ordered products.

## 9. Reservation of title

The title of supplied products remains with the BELIMO Agent until the client has fully paid all invoices.

## 10. Passing of risk

Benefit and risk with regard to the products purchased pass to the client in accordance with agreed Incoterms® 2020.

## 11. Redemption of products

The BELIMO Agent may, upon prior agreement, redeem products according to catalogue (standard products) provided that these products are still contained in the product range, virgin, i.e. not older than max. 3 months, unused, and originally packed at the time of return. The BELIMO Agent does not have any duty of redemption. Redemption of customers' products (special designs, Designed to Order, configured actuators), Openline-products or products that have been procured on client's specific demand is excluded. The return of products according to catalogue shall be made enclosing a copy of the invoice and stating the reason for the return, free of all charges to the address of World Systems Co. Ltd., 3250 Imam Abdullah bin Saud Road (Exit 9), Riyadh 13242.

From the credit as agreed with the client, a service charge of at least 20% of the net catalogue price

will be deducted. A payment of the credit in cash is excluded. It can only be credited against future orders.

## 12. Duty of examination

The client shall examine all products for defects within 5 working days of receipt. Any defects are to be reported to the BELIMO Agent immediately in writing; the product will otherwise be deemed to be approved. Hidden defects must be reported in writing within 5 working days after they are discovered.

## 13. Warranty

With its warranty, the BELIMO Agent guarantees during the warranty period in accordance with this clause 13, that the delivered products meet the specifications that are explicitly listed on the corresponding data sheets. For the rest, any warranty is excluded as far as permitted by law.

In particular, no warranty is given for damage resulting from or partly caused by the client or by third parties acting within the scope of responsibility of the client when

- Products are used in areas that are not specified in the data and assembly sheets, especially in aircraft and any other airborne means of transport;
- Products are used without observing the laws, official regulations or the instructions of the BELIMO Agent (especially regarding installation, commissioning, operating regulations and information on the data and assembly sheets);
- Products are used under special conditions, especially under the continuous influence of aggressive chemicals, gases or liquids or outside of the permissible operating parameters or conditions for use;
- Products are assembled, handled or installed incorrectly or without due care or not according to the respective authoritative state-of-the-art or are not used or installed by skilled qualified personnel;
- Products are modified or repaired without prior written approval of the BELIMO Agent;
- Products become worn out as a result of inappropriate or unintended use or excessive stress;
- Products are stored inappropriately; or
- The client or third parties are responsible for damage.

The BELIMO Agent also provides no warranty for normal wear and tear, including all types of corrosion, operational or environmental wear and tear and the like, as long as this is not due to defects in materials or workmanship.

For Openline-products further limitations of liability according to the applicable framework agreement, concluded between the BELIMO Agent and the client, will apply.

The client is liable for actions or omissions of auxiliary personnel as if these were his own actions.

The warranty period is five years from the date of manufacture for BELIMO products distributed by the BELIMO Agent. The warranty period is two years from the date of delivery for Openline-Products. The warranty period for products that have not been manufactured by BELIMO (trade products) can be derived from the order confirmation. Trade products are specified as such, either by the name and/or by the logo of the manufacturer. The warranty period for trade products is generally one year from the date of delivery, in exceptional cases two years from the date of delivery.

The warranty period starts at the time of manufacture or delivery of the product, respectively, without requiring acceptance from or testing by the client. The client is obliged to immediately initiate all suitable measures to minimise damage. If a timely report has been made in accordance with Section 12 above, the BELIMO Agent is obliged either to replace defective products with products

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that are equal or equivalent, to have them repaired either by the BELIMO Agent or third parties at the BELIMO Agent's expense or to issue the client a credit note in the amount of the net price paid for the defective product. The BELIMO Agent will decide which of these measures is taken.

The warranty period does not restart from the beginning for replaced products.

The BELIMO Agent can require the client to replace particular defective products or parts of products in a system to prevent damage, whereby reasonable client expenditures in this context that are approved in advance in writing by the BELIMO Agent will be reimbursed by the BELIMO Agent.

### 14. Limitation of liability

The liability of the BELIMO Agent is defined conclusively under Section 13. Any other claims of the client towards the BELIMO Agent, irrespective of the legal basis, including but not limited to price reduction or rescission, are excluded and waived expressly herewith.

Client does not have any title to claim for damage which does not occur on the products themselves as well as for compensation for such claims from the client's clients or third parties. In particular, the BELIMO Agent does not accept any liability for costs incurred in connection with a replacement (e.g. transport, dismantling, assembly, re-commissioning and associated clarifications), costs for determining the causes of damage, for expert opinions or indirect or consequential damage (including damage resulting from defects) of any kind, such as loss of use, downtimes, loss of profit or returns etc. and for damages caused by recall actions, unless they have been caused by the BELIMO Agent intentionally or due to gross negligence.

The extent to which the BELIMO Agent's liability is excluded or limited, such exclusion or limitation also applies to the personal liability of their employees, staff, representatives and vicarious agents.

### 15. Indemnification

Upon the BELIMO Agent's first request, the client shall indemnify and hold harmless the BELIMO Agent in full from any third party claim in conjunction with the events listed under Section 13. This also applies to claims in connection with product liability.

### 16. Force majeure

Neither the BELIMO Agent nor the client accepts liability for damage of any kind if obstacles occur which they are unable to prevent in spite of all due care, irrespective of whether these occur at the BELIMO Agent, the client or a third party. Such obstacles are, for example, epidemics, pandemics, mobilisation, war, revolts, severe interruptions of operations, accidents, labour disputes, delayed or faulty delivery of the required raw materials, semi-finished or finished goods, non-availability of important work pieces, magisterial injunctions or omissions, embargos, export or import restrictions, acts of God or any other circumstances which are, to a large extent, beyond the control of the BELIMO Agent or the client. Payments, however, may not be retained or delayed with reference to such circumstances. In such cases, both parties shall, without delay, undertake all effective measures which can be expected of them to prevent damage, or if damage occurs, to minimise the degree of this damage as far as possible.

### 17. Resale

If the product is resold, the client must impose at least the same limitations of warranty restrictions upon the buyer.

### 18. Privacy policy

The BELIMO Agent places great value on the implementation of lawful data processing to protect

your personal data. The BELIMO Agent is obliged to process your personal data in accordance with current legislation. We are dependent on the services of third parties for the provision of our services. These third parties will only process your data in connection with the services agreed with the BELIMO Agent, will ensure the same level of data protection as the BELIMO Agent, and will not pass on your data to other third parties without your agreement. When processing your data and transferring your data to third parties, the BELIMO Agent will ensure that an appropriate level of data protection is guaranteed and that appropriate organisational and technical measures are implemented to protect your data. More detailed information on our data protection guidelines is available from the following Internet address: [www.belimo.com/privacy](http://www.belimo.com/privacy).

### 19. Modifications

The BELIMO Agent reserves the right to modify these General Terms and Conditions at any time.

### 20. Severability clause

In the event of a defect or invalidity in any of the provisions of this document, the defect or invalidity is limited to the scope of the requirement or obligation contained therein and does not exceed any of the terms or provisions of the document in whole or in part. The defect or invalidity shall be remedied or the exclusive part of the invalidity shall be dropped and the remaining provisions shall apply.

### 21. Applicable law and jurisdiction

Saudi law applies exclusively.

Since this Agreement is enforced in the Kingdom of Saudi Arabia, this Agreement is governed by the Regulations of the Kingdom of Saudi Arabia and any dispute that may arise between the Parties must first be settled amicably. If the dispute cannot be settled to the satisfaction of the Parties within 30 days, the consideration of the dispute shall be in the courts of the Kingdom of Saudi Arabia in the city of Riyadh.

If there is an inconsistency between the English version and the Arabic version of these General Terms and Conditions, it is the Arabic version that prevails.