

Terms and Conditions

General Terms and Conditions of Sale and Delivery

Barco Marine Equipment B.V., a limited liability company.

1.0 Definitions

In these terms and conditions, the following definitions apply:

- a. Barco: the limited liability company Barco Marine Equipment B.V.;
- b. Counterparty: the buyer/client, whether acting in the course of a profession or business;
- c. Goods: all items considered as such according to Book 3, Article 2 of the Dutch Civil Code, such as equipment, products, software, etc.

2.0 Applicability

2.1 These terms and conditions apply to all legal relationships between Barco and the counterparty, in the broadest sense, unless changes to these terms have been expressly agreed upon in writing by both parties.

2.2 Purchase and other conditions declared applicable by the counterparty are not binding on Barco, unless explicitly accepted in writing by Barco. Silence on Barco's part does not imply acceptance of the counterparty's conditions. Any deviations from these terms must be expressly agreed upon in writing with Barco.

3.0 Offer

3.1 All written offers are binding for the specified period or, if not mentioned, for ten working days from the date of the offer unless otherwise stated or in the case of insufficient creditworthiness of the counterparty. If the counterparty does not accept the offer within these periods, it will expire.

3.2 Offers are based on data, drawings, and other information provided by the counterparty.

3.3 Information provided by Barco in advertisements, brochures, etc., is subject to change and does not constitute a binding offer.

4.0 Agreements

4.1 All agreements with Barco are only binding after written confirmation from Barco of the order placed by the counterparty. Any changes to existing agreements are only binding after written confirmation by Barco.

4.2 Barco reserves the right to terminate the agreement by written notice and to reclaim delivered goods if the counterparty fails to comply with the terms, dies, files for bankruptcy, or encounters other specified conditions.

5.0 Prices

5.1 All prices are in Euros, excluding VAT and other taxes imposed at the time of order acceptance.

5.2 Prices are based on the rates, wages, taxes, and costs at the time of the offer. Barco may adjust prices if changes occur after three months from the agreement date.

6.0 Liability

6.1 Barco is not liable for any direct or indirect damages, including consequential damages, unless caused by deliberate misconduct or gross negligence by Barco.

6.2 The counterparty indemnifies Barco against claims from third parties arising from the use of Barco's goods and services.

7.0 Warranty

7.1 Barco guarantees that its goods conform to the agreement during the warranty period. The standard warranty term is one year from the delivery date unless stated otherwise.

7.2 Any warranty obligations expire if the counterparty or third parties modify or repair the goods without Barco's consent.

8.0 Payment

8.1 Payment must be made within 30 days unless otherwise agreed in writing. Barco reserves the right to require sufficient security before proceeding with delivery.

8.2 If payment is not made on time, Barco may charge interest at a rate of 1% per month.

9.0 Complaints

9.1 Any complaints must be submitted in writing within 10 days of receiving the goods or services.

10.0 Retention of Title

10.1 All delivered goods remain the property of Barco until fully paid for.

11.0 Termination

11.1 Either party may terminate the agreement with one month's notice for cost-plus contracts unless otherwise agreed.

11.2 Agreements with fixed prices and delivery dates may be terminated in writing with the consent of both parties, subject to a cancellation fee.

12.0 Cooperation

12.1 The counterparty must provide Barco with the necessary cooperation, data, and information to carry out the agreed work.

13.0 Changes

13.1 Any changes requested by the counterparty may affect the price and delivery time. Additional work will be charged according to current rates.

14.0 Force Majeure

14.1 Force majeure includes unforeseen circumstances that delay or prevent the execution of the agreement. In such cases, Barco may suspend or terminate the agreement without liability for damages.

15.0 Delivery, Installation, and Assembly

15.1 Delivery takes place at Barco's premises in the Netherlands, unless otherwise agreed.

15.2 The counterparty bears the risk for the delivered goods from the moment of delivery.

16.0 Disputes

16.1 All disputes will be governed by Dutch law.

16.2 The court of Amsterdam has exclusive jurisdiction to settle disputes unless the counterparty is a consumer and opts for the competent court within one month.

These General Terms and Conditions of Sale and Delivery were filed with the Chamber of Commerce in Dordrecht on October 30, 2002.

Contact

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