

V TERMS OF PAYMENT AND DELIVERY

1. Delivery ex works:

- * Weeks after receipt signed order confirmation and receipt of the down payment on our account.
- * As mentioned in our quotation

2. Delivery conditions

- EXW Ex Work Weerselo, according to Incoterms.
Exclusive transport, insurance, mounting and commissioning on site.
- All orders placed with us and all contracts concluded with us the METAALUNIECONDITIONS apply. These conditions are filed with the clerk of the District Court of Rotterdam.
- The conditions can be downloaded from the Internet via the following link:

[Metaalunie Conditions](#)
[Terms of payment and delivery](#)

- Machinery is produced conform CE-standard. If additional standards have to be respected, extra delivery time and costs will be charged.
- Connections to the main supplies like electrical power, water and compressed air is not included in this offer, unless explicitly mentioned in the quotation.

3. Payment conditions:

- 40% of the total price at the time the order is placed;
- 50% of the total price when ready for shipment in Weerselo (paid before shipment)
- 5% of the total price after delivery of the material, or if the material supply is not part of the order, after the beginning of the work.
- 5% of the total prize after commissioning; within 14 days from date of invoice.

All prices are based on net payment at our bank account at Almelo excl. VAT

All costs in relation to payment, credit guaranty, taxes and similar costs etc. are always fully at your account.

Prices are valid 30 days after the date of this offer.

4. Installation, commissioning and training

Installation, commissioning and training are excluded, but can be taken care of by us at our fixed rated and conditions.

If expressly mentioned in our offer:

4. Installation, commissioning and training

- Installation, commissioning and training are included.
- Prices are based upon labor on weekdays during normal working hours.
- Costs for hire of cranes, forklifts, other lifting/ tipping equipment and aggregates are excluded and will be invoiced separately (including necessary operators). The client will take care of the rent.
- - The installation has to be executed without any stops. If during assembling any stops/delays occur, for which the client is mainly to blame, then the related costs will be invoiced separately. Should it not be possible to make the final delivery date as a result of this, then possible penalty clauses will no longer be applicable.
- The customer has to take care of a contact person who will be available for Esico employees anytime.
- If necessary: safety devices and clothing need to be provided by the customer.



- Temporary safety devices, like for instance welding screens and floor protection, will be provided by the customer without any costs.
 - The customer has to take care of telephone/fax/e-mail connection which can be used by Esico employees during their work on site without any costs.
 - Extra work which occurs during installation, commissioning and training will be mentioned on the engineering report. This report has to be signed by the customer. The extra work will be charged at the rates mentioned in our service list.
 - The client has to insure the delivered goods for all possible kinds of damage in a way which is acceptable for all, from the delivery date on site. All occurred damages will be charged directly to the client.
 - During installation, the client has to take care of a 230 V/ 400 V, 50 Hz, 3 ph + earth connection and compressed air connection which is situated within 20 meters from the working area.
 - The client has to provide space for stocking Esico material and tools.
 - Constructional works are not included.
 - Hotel accommodation and local transport have to be arranged by customer at his costs.
- Commissioning / Acceptance**
- Commissioning of the equipment has to be done immediately after installation end. The equipment shall be deemed accepted and the acceptance protocol must be signed if no significant or major errors or defects are present which the availability System affects.
 - Any errors or defects will be noted in the inspection report and corrected quickly by the seller.

5. Property

The buyer is not allowed to sell the goods to third parties, not to cede or to mortgage them or to give them as a security, either in the original or in the altered state, as long as the goods have not been paid in full.

6. Liability/ damage

Consequential damage and product liability are excluded from liability by definition.

7. Prices

Prices are stated net, excluding VAT, import duty, customs duty and all other charges.

The selling prices stated excludes any and all costs attending collection, payment guarantees, credits etc. However, in connection with the present instability of raw material prices, especially of stainless steel, we reserve the right to adapt our prices accordingly until the definite order has been received.

8. Warranty

12 months after date of final delivery under normal production conditions of 40 hours a week. Wear parts are excluded from this warranty clause.

9. Additional work

Additional work, which occurs during a project, will only be executed when this work is described in a separate order confirmation and signed by both parties. For additional work, another delivery date can apply. Additional work has to be paid completely before delivery, unless agreed otherwise.

10. Spare parts

After receiving a signed order, Esico can make an offer for spare parts.

11. Manual

The operator manual will be supplied in the countries' language. All technical documents will be supplied in English.



ESICO