Compagnie Belge de Ventilateurs

De Raedt Industrial fans

Parc Industriel du Monceau
B-4130 ESNEUX (Tilff)
www.cbvfans.com

TERMS & CONDITIONS (Rev4 : 09/10/2025)

General Terms and Conditions – Compagnie Belge de Ventilateurs LTD.

1. General

1.1
The present terms and conditions are applicable to all our supplies and / or services, for as far as no explicit and written deviation has been previously registered. Any reference by the principal to the principal's own purchase-, contracting- or other terms and conditions will not be accepted by CBV Ltd.

1.2
1.2 In the present terms and conditions, the following definitions are applicable:
- product: objects as well as services, such as repairs, maintenance, advice and inspection.
- the contractor: each party referring to the present terms and conditions in a quotation;
- the principal: the party to whom the above mentioned offer is destined;
- service: the contracting of a job

2. Specifications and quotations

2.1
Unless otherwise agreed upon, all quotations are free of engagement and without any obligations.

2.2
Our estimates for repair apply insofar no supplementary works, compared to the works specified in the quotation, need to be executed. The necessity of these supplementary works may become apparent after a full disassembly, testing and possibly even after a partial repair of the machine, and insofar the machinery which is subject to the works may be tested by means of the normal testing equipment which is present in our workshops; consequently, certain machines may undergo final testing on site only when the equipment in our workshops should be inadequate in order to imitate or simulate a series of important and specific corporate circumstances. If the offered repair then does proves not to have achieved the desired results, the supplementary works shall not be taken into account into the clause of guarantee; they will hence be charged at the best possible rates and conditions.

2.3
All data which may be useful in order to achieve an optimal repair of the machine are supposed to be presented in writing by the principal, even when this is not explicitly demanded by the contractor. Should there be any deficiencies in the repair which are due to an insufficient data supply, all resulting charges will be covered by the principal.

2.4
In the event that the repair should not be executed in our workshops, a supplementary cost for investigations, disassembly, assembly, etc. will be charged with a minimum of €100.

3. Documents

3.1.
All documents handed over to the Principal/Customer by CBV (and /or the CBV's supplier) shall always remain the sole property of CBV even where the Principal /Customer has been asked to contribute to the cost relation thereto.
It shall be clearly stated in the contract that no provision in the contract shall be construed as transferring or granting to Principal/Customer any intellectual property whatsoever (trademark, patent, know-how, copyright, etc…).
Under no circumstances shall drawings and documents handed over by CBV to Principal/Customer shall be disclosed to third parties or reproduced or be used directly or indirectly for other creations without the prior written consent of CBV. Those documents can only be used by CBV's Principal or the Owner of the Plant for the erection, operation and maintenance (except for spare parts) of the Plant.

4. Delivery & transport

4.1
The risk will be transferred to the principal as from the supply of the goods at the latest.

4.2
The delivery of the products is affected as so desired by the principal and will comprise a commitment to our warehouses or a delivery on the place and time as indicated by the principal. In both cases the transport, packing and insurance of the goods will be charged to the principal.

4.3
The term of delivery foreseen for the commands is merely indicative and not strictly binding. Hence and subject to any other previous agreements between the parties concerned, the principal shall under no circumstances be allowed to call upon the non-compliance of the determined term of delivery to claim any damages or a nullification of the agreement. Penalties can only be applied, if the principal has notified them, in written, to CBV during the discussion of the contract. Those penalties are due only if the delay is caused by CBV and if the damage is real and justified for the buyer; in this case they could not be more then 1% per week with a maximum of 10%. The vendor is not binded with the delivery date

a) if the buyer has not respect the payment conditions
b) if the vendor not receive in time the asked technical documents
c) in case of absolute necessity

The Liquidated damages shall further, also when aggregated to their maximum, be “to the exclusion of any other remedy” of the Principal/Customer. This means that when the liquidated damages have aggregated to their maximum, the Principal/Customer cannot terminate or withdraw from the contract for cause or claims for other compensation.

4.4
All transports which are executed by CBV and/or its subsidiaries, or transports executed by a third party commissioned by C.B.V. and/or its subsidiaries, will be insured by CBV

5. Transfer of property

5.1
The property of the goods shall be transferred to the principal only after a full deposit of the invoice, increased with any possible default interests, collection charges and all other charges, taxes and reimbursements.

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6. Clients – Liability

6.1
Any complaints regarding our delivery, repair or other works must be registered in writing within 8 days after delivery or completion of the work. Any complaints concerning our invoices must be registered in writing within 8 days after the invoice date. If the complaint is not registered within the specified time, the deliveries, repairs, other works and invoices are considered as being accepted.

6.2
If our products are incorporated into machinery that was not delivered by CBV, the principal is obliged to test the product before it is incorporated and to inform us of the results of the test within 8 days after the delivery of the products. If not, both our liability and the guarantee stipulated in clause 7 lapses.

6.3
Deliveries, repair and other works which are acknowledged as inadequate by us, may only be repaired or replaced by us, the principal not being allowed to claim any compensation. No claim can be laid to reimbursements for indirect damages or costs, such as but not limited to: transport costs, harbour dues and "off-hire" for ships, income deprivations which are due to interruption of work or production losses, consequential damages, etc. Invoices of this nature by the principal or any third party cannot be recovered from us.

6.4
We cannot be held liable for damage or any kind or on no matter what basis, to:

- products others than those repaired or delivered by us;
- products repaired or delivered by us, but to which others have carried out changes, modifications or repair without our written preceding consent.

6.5
The principal is obliged to institute any legal action on the basis of hidden defects in the delivered products, repairs and other works within six months after delivery or completion.

6.6
Liquidated damages shall be "sole and exclusive remedy" for any damages caused by CBV.
Total liability for damages in aggregate (including damages caused by any breach of contract, tort or statutory, duty or otherwise) shall not exceed 100% of the Contract Price capped to the effective payment made by the Purchaser nor shall the CBV be liable for any special, indirect or consequential damages or losses such as, but not limited to, loss of revenue, loss of profit, loss of contracts, loss of production, loss of power, cost of capital, costs of replacement power or cost connected with interruption of operation.

6.7
Within the limits permitted by law, any non-contractual liability claim by the Client (or Principal) against employees and directors of Compagnie Belge de Ventilateurs SA (hereinafter referred to as CBV), acting as auxiliaries in the performance of the contract or assignment, for damages caused by the non-performance of these contractual obligations, is excluded. These auxiliaries may, as third-party beneficiaries, invoke this clause.

7. Guarantee period

Repair

7.1
The guarantee period for a revised or repaired piece of machinery is six months after delivery date on the condition that the machine was completely assembled by the selling party and is functioning under normal operating circumstances and under professional supervision. For portable machinery the guarantee period is three months after delivery. When a piece of machinery is used for more than eight hours a day, the guarantee period is halved. On parts which were overhauled or repaired by the contractor, i.e. which have not been renewed, there can be no guarantee.

Sales of new machinery and spare parts

7.2
The products, which were not made by CBV, are sold to the principal without any guarantee, unless otherwise agreed.
The guarantee only applies to Equipment delivered by the Vendor to the Purchaser and not to any other party to whom the Equipment may be resold.

7.3
Subject as hereinafter set out, the Vendor undertakes to remedy any defect resulting from faulty design, materials or Workmanship (done by CBV). The guarantee don't cover repair or interventions by person other the CBV's and without CBV's authorization. The guarantee is not applicable if the problem is due to a negligence of the buyer or due to normal wear of the material.

7.4
The guaranty period finished after

- 12 months after starting of the machine
- 15 months after delivery

This guaranty period is only applicable for fans running in normal conditions, with the right speed and the temperature foreseen in the design. The consequence of wearing, abrasion and corrosion are never covered by our guaranty. It is the same for damages due to defect of monitoring or defect of maintenance from the buyer.

7.5
To profit of the guarantee, the purchaser has to inform the seller of the existence of vices in the shortest time. He can't take the argument, that he has taken the guarantee, to suspend or stop the payment. On the other side, the seller has to inform the purchaser over his intention: non-acceptance of the engaged guarantee, delivering back of the material for inspection, repair, replace or an intervention on site.

7.6
The CBV guarantee is strictly limited to the obligation of the number 7.1 to 7.5, and he is not covering the indirect costs of production lost, exploitation costs, damages of goods who are not specified in the contract, etc…

8. Guarantees given on characteristics

8.1 Control + tests

a) Tests can be done on request of the purchaser in the company and before delivering. The costs are in this case for the purchaser.

b) In case of contestation by the purchaser of the delivered materials, he could ask that the seller has to measure the characteristics on site, if this operation is possible. In this case, the purchaser has to pay the engaged costs if it is proven the seller has fulfilled his obligation.

8.2 Flow + output

The allowed tolerances are following the Norm ISO 13348 AN3 (except if something else is mentioned). The fan will be tested on his standard opening or on two openings being equivalent to the normal standard opening.

8.3

In some cases, the seller can guarantee the characteristics corresponding to the operation of the fan on several openings. The allowed tolerances have to be accorded by the purchaser. Normally, they have to be more flexible than those imposed for the standard opening.

8.4 Sound level of the fans

a) Conditions

The global sound level or the values on the different octaves is the arithmetic average of 7 horizontal measure points passing by the rotation axis of the fan to an infinity free field. These particular conditions are the only one that we can calculate and therefore guarantee for one unique fan. They are not considering or account the reverberation of noise created by a rotating engine or by a line or piping before or after (bend, perforated sheet, venture, adjusting, air guide, burner, valve, disperser, etc …)

b) Tolerances on our guarantee

The given tolerances are fixed at +/- 3 db on the global level average, and +/- 5 db on the acoustic pressure on 1 octave line for the fan alone who is working with the corresponding opening and with the correct guaranteed aeraulic.

The test to control the acoustic characteristics is for charge of the purchaser.

9. Payment

9.1

Unless otherwise stipulated all invoices are payable in cash i.e. within 30 days after the invoice date and without deduction of shortage**.**

9.2

In case of non-payment on the due date ipso jure debit interest will be owed on the owed amount (without a preceding reminder) at the interest rate of overdraft on current account of the National Bank of Belgium plus 4% with a minimum of 10% annually, and without this clause suspending the immediate demand of the claim.

9.3

If the invoice is not paid within 8 days after the due date ipso jure and without summons the amount of the unpaid invoice is increased with 10%, with a minimum of € 50 per invoice.

10. Annulment of the agreement

10.1

The agreement, to which these terms and conditions are applicable, is annulled ipso jure and without summons or judicial intervention in case of:

- bankruptcy of the buying party
- seizure of the goods and/or properties of the buying party
- non-payment of the purchase price on the due date.

10.2
If, on the basis of the orders made by the principal, C.B.V. had already commenced with the production of the goods, the principal will compensate C.B.V. for all loss of profit and all costs and losses caused by this, if it is responsible for the annulment of the agreement.

10.3
If CBV had not yet commenced the production of the ordered goods, the principal shall pay CBV as conventionally agreed damages an amount of 20 (twenty) percent of the purchase price.

11. Disputes

11.1
If a clause in this agreement is annulled, it will not affect the validity of the other clauses.

11.2.
In case of uncertainties, the French text will have preference

11.3
Only the court of Liège is authorised for any disputes concerning deliveries and invoices, unless otherwise agreed.

12. Arbitrage and law applicable

12.1
As a mutual guarantee and commitment for a fast settlement of controversies through arbitration, B.A.I. (Belgian Arbitration Institute) is charged with the appointment of arbitrators who will be authorized to settle for good any controversy arising form the current document as to the interpretation, the execution or the dissolution, in conformity with its regulations for operation that can be obtained free of charge at B.A.I..