

ATELIER ROBOTIQ - TERMS AND CONDITIONS 2023

1. PRICES

- 1.1. The given prices are the suggested retail prices without VAT.
- 1.2. The pricing do not include bulbs (LED lights including LED).
- 1.3. This price list supersedes all previous ones.

2. ORDERS

- 2.1. For purposes of faster processing all orders must be in writing and directed exclusively to e-mail: info@atelierrobotiq.com or web-order through www.atelierrobotiq.com).

3. PAYMENT TERMS

- 3.1. General payment terms: Payment by wire transfer.
- 3.2. Please note that the payment deadlines are binding and unchangeable.
- 3.3. No payment delays for holidays or festivities will be accepted.
- 3.4. The Buyer is not entitled to set counterclaims as long as these are not acknowledged in writing or legally established.
- 3.5. In case of delay in payment we reserve the right to calculate and apply interest for late payment. We reserve the right to assert further costs.
- 3.6. We reserve the right at any time not to accept orders or effect deliveries only against advance payment, when the buyer does not meet his payment commitments or meets them only partially.

4. CONDITIONS OF TRANSPORT

- 4.1. Our transport conditions are: Orders from € 500 net will be delivered carriage free within Benelux.
- 4.2. Each order will be inserted individually in our computerized inventory system. We will not accumulate orders to reach the minimum for carriage paid. Once an order has been processed it cannot be modified to reach the

minimum for carriage paid since the calculation for shipping costs has already been made by our system and cannot be modified.

4.3. Whenever a Customer requires urgent shipment, transport costs will be charged regardless of the amount of the order.

5. CLAIM PROCESSING

All deliveries are insured for transport. With the delivery of the goods for forwarding the liability is transferred to the buyer. However, transport damage should be no harm to the buyer. However this is only to be avoided if the carrier's valid procedures and deadlines are adhered to.

5.1. Shortages, visible damage and damaged packaging, but also the suspicion of probable damage (reserved notice) must be claimed on the carrier's delivery note and the claim no later than 24 hours from receipt of the goods sent by fax or email (copy of the delivery note with the claim comment) for the purpose of compliance with deadlines and faster processing directly to Atelier Robotiq.

5.2. Non-compliance with point 5.1 can lead to invalidity of a claim for damages on the basis of forwarding legal reasons and any necessary replacement (part) deliveries may be charged.

5.3. The buyer is not entitled to reduce the purchase price, to retain or request changes, unless a following improvement fails or a new delivery is impossible.

5.4. Claims for damages are excluded, except should be proved gross negligence of Atelier Robotiq.

6. REPAIRS

6.1. If a trading partner desires to repair a lamp, before returning it is necessary to obtain from us an approval and a Return number. The lamp must be correctly packaged and the Return number clearly visible on the outside (otherwise, the delivery will be refused by the factory).

6.2. An estimate of cost will be issued after the lamp has been received in the factory.

6.3. The cost of transport is charged to the trading partner.

6.4. We will not repair lamps when these have been out of our catalogue for more than a year. Replacement parts may be ordered at extra cost, provided they are in stock.

7. RETURNS

7.1. All lamps are made to order and sales are final.

7.2. Returns are allowed only in the case of claims and must be pre-authorized by us. We reserve the right to repair or replace. Defective goods will be picked up by a freight forwarder authorized by us. For this, we assign a Return number Please ask us this number before making a return. The claimed goods must be packaged in the original packaging, complete and ready for transport - the Return number must be always visible on each carton (otherwise, the delivery will be refused by the factory), so that the processing can be carried out quickly and accurately.

7.3. In the case of damages due to a non-proper return packaging, we reserve the right to charge the corresponding repair costs.

7.4. If after the inspection of the complaint it should be evident that such complaint was not justified, we reserve the right to charge for the expenses incurred.

8. GENERAL REMARKS

8.1. Atelier Robotiq reserves the right to modify without prior notice the models of the current catalogue and valid price list or to take them out of the product range.

8.2. Printing errors reserved.

8.3. The confirmed delivery dates are not binding. Atelier Robotiq strives to comply with all commitments, but cannot be held liable under any circumstance.

8.4. Samplings are possible. Please ask us about the various possibilities.

8.5. Atelier Robotiq reserves the right to change discount rates given in any time.

8.6. All goods, until full settlements of our claims, remain property of the Atelier Robotiq B.V.

8.7. The Buyer acknowledges the conditions of sale written down here.

8.8. Place of performance and jurisdiction is for all trading Partners:
Rotterdam, The Netherlands.