

# TERMS AND CONDITIONS

## 04/2018

# BALLUFF

From the Provider. These terms and conditions (hereinafter, the „Terms“) establish the requirements and conditions of the goods and/or services offered by Balluff Argentina SRL, CUIF: 30-71241355-3, with legal domicile in Tucumán 1, 4th Floor of the Autonomous City of Buenos Aires, Argentina (hereinafter, „Balluff“) through this website. In this sense, these Terms regulate the conditions of the services and/or products offered by Balluff (the „Service“) that will govern the rights and obligations between the buyers (the „Buyers“ and/or the „Buyer“, without distinction) and Balluff.

### I. Exclusive Terms

No term or condition appearing in Buyer's order or in any other document, agreement or condition (unless expressly agreed in Balluff's budget or acknowledgment) shall be binding upon Balluff unless agreed in writing. In case of conflict between these Terms, and the terms and conditions of the Buyer, wherever they appear, these Terms will prevail.

### II. Budget

A budget issued by Balluff will be binding only if the Purchaser submits an order under the conditions described in the following point, accepting the budget within the term specified therein or, if such period is not mentioned, within fifteen (15) days from the date on which Balluff issued the budget.

### III. Orders

Orders must be initiated by the Buyer by issuing a purchase order or any other means of presentation by electronic means (hereinafter, the „Orders“), which must be accepted by Balluff. Orders must identify the products, unit quantities of those products, part numbers, descriptions, applicable prices and requested delivery dates. All Orders are subject to acceptance by Balluff. Typographical or administrative errors are subject to correction.

### IV. Delivery and risk of loss

Shipments will be governed by the rules F.O.B. and will be made from our deposits located in Florida, Province of Buenos Aires, Argentina. For the above reasons, all risks of loss or damage to the goods are transferred to the Buyer once delivered to the carrier in the aforementioned place of dispatch.

### V. Approval

The Buyer will be responsible for the inspection and approval of the products sent. It will be deemed that the Buyer has accepted the products unless Balluff receives a written notice of rejection within thirty (30) days of delivery of the products. The Buyer waives any right to revoke the approval later. The Buyer must inform of any discrepancy in the amount of the shipment or of any damage, within thirty (30) days since the delivery of the products. Balluff will not accept the return of products without a Return Material Authorization number („RMA“), which must be requested from Balluff prior to the shipment of the material. The RMA number must be requested to the electronic address [administracion.ar@balluff.com](mailto:administracion.ar@balluff.com). Returned products must keep the original transport packaging with all its materials. All returned products will be shipped by carriage paid as specified in the RMA and will be subject to a stock renewal fee. If the return of the product is due to a defect, it is necessary to include a complete description of the nature of the defect together with the returned product. The return of products manufactured and/or „adjusted“/“customized“ according to specific requirements of the Buyer is not allowed. Products that do not admit return will be returned to the Buyer with freight at their expense.

### VI. Payment

Payment terms will be specified in the budget sent by Balluff according to the credit condition granted by Balluff.

### VII. Taxes

The amounts applicable as taxes will be added to the price and will be borne by the Buyer. Nevertheless, the Buyer can provide Balluff with a certificate of exemption valid for the tax authority.

### VIII. Termination

Unless otherwise indicated in the budget, the Buyer may, prior to the dispatch, terminate the Order for any reason in whole or in part by means of a written communication to Balluff within ten (10) business days in advance of the requested delivery date of not less than ten (10) business days. The Buyer will be responsible for termination costs, which will include (i) a price adjustment based on the quantity of goods delivered, (ii) all costs, direct and indirect, incurred and bound by the order canceled by the Buyer and (iii) a reasonable amount for prorated expenses and advanced utility.

### IX. Force majeure

Balluff will not be responsible for the possible delay of production or delivery of goods caused by accident, fire, flood, labor conflict or any other cause beyond the control of Balluff. If, for reasons other than those outlined, Balluff delays or fails to deliver the product, the only remedy that Buyer may use against Balluff will be the cancellation of its purchase order by written notification to Balluff.

### X. Export control

The sale, resale or any other disposal of the products and technology or related documentation are subject to the legislation, regulations and decrees on export control of the Argentine Republic and may be subject to export and/or import legislation and regulations and/or import from other countries. The Buyer agrees to comply with all legislation, regulations and decrees, and confirms that it will not directly or indirectly export any product to any country where such export or conveyance is restricted or prohibited.

### XI. Patents

In the event that you suffer charges for patent infringement as a result of the proper and intended use of Balluff's products, and Balluff determines that the infringement is valid, Balluff's obligation to indemnify extends only to one of the following points, leaving the choice at Balluff's discretion: a) Substitution of the product object of the infringement for another product that does not infringe; b) modification of the product so that it does not infringe; c) Obtaining a license under patent; or d) refund of the purchase price.

Balluff disclaims any liability in this section unless the client: (i) communicates to Balluff promptly and in writing any claim raised against the client, (ii) allows Balluff to take charge, reach an agreement or defend any claim through the legal advisors appointed by Balluff and under his sole direction; and (iii) make available to Balluff any defense against such claim, action, lawsuit or procedure known or available to the client.

### XII. Warranty

Balluff's products are warranted for defects in material and workmanship and in accordance with the applicable specifications, whenever they are used in the manner intended and for the period defined below (unless otherwise indicated in the budget):

Standard warranty of 2 years from the date of shipment that applies to the following products: optoelectronic, capacitive and flow sensors; read-write ID systems; sensor systems for power supply/inductive coupling; magnetostrictive transducers; connectors and cables; rotary detectors, Reed and electromechanical limit switches, and all products with electromechanical relays. Unlimited standard warranty that applies to all inductive and magnetic drive proximity sensors. Balluff will replace or repair, at its discretion, without charge, any unit that fails due to manufacturing or material defects during this warranty period and that is returned to Balluff with freight collect. The warranty will not apply if, in Balluff's opinion, the damage or failure was caused as a result of accident, alteration, misuse, abuse or use of an incorrect power source. The warranty expressly excludes any other cost such as that arising from the disassembly of the defective part, its installation, workforce or indirect damages of any kind. Balluff declines any responsibility for the selection and installation of its products. All of the foregoing replaces any other express, implied or mandatory warranty, and Balluff does not assume or authorize any person to assume any other obligation or liability associated with such products.

### XIII. Unique Resources

The Buyer's only resources are those provided here. IN NO EVENT SHALL BALLUFF BE LIABLE FOR THE PURCHASER'S COVERAGE COSTS, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER OR NOT BASED ON UNLAWFUL ACTS OR BREACH OF CONTRACT AND / OR WARRANTY.

### XIV. Miscellaneous

These Terms (including those indicated in the quote) shall constitute a complete agreement between Balluff and the Buyer, and supersede any prior agreement or condition, written or oral, and may not be modified except by mutual written agreement. Buyer may not assign any rights or obligations hereunder without the prior written consent of Balluff. No representation, warranty, distribution course or commercial use not included or referenced here will be binding for Balluff. Balluff's failure to enforce these provisions at any time during any period of time shall in no case constitute a waiver of such provisions or the right of Balluff to subsequently enforce each and every provision. These provisions, which by their very nature are intended to endure the rescission, cancellation or termination of the customer's order accepted by Balluff, will survive such rescission, cancellation or termination.

### XV Applicable legislation

These Terms, and any agreement that incorporates these Terms, will be regulated by and will be interpreted in accordance with the commercial legislation of the Argentine Republic without giving effect to the conflict of laws principles.

### XVI. Choice of forum

Any claim or action that arises from an agreement that incorporates part or all of these Terms, will be presented only before the federal court located in the Autonomous City of Buenos Aires. The Buyer hereby irrevocably submits to the exclusive jurisdiction of said courts.

### XVII. Repair services

Balluff offers repair services for certain products both in warranty and out of it, if necessary. The rates established for repairing the product out of warranty will be indicated before the receipt of the articles to facilitate the speed of the process. All returns must be accompanied by a Return Material Authorization (RMA) number that can be obtained from Balluff's customer service. Have these data available when you call Balluff's customer service:

- Balluff part number corresponding to the item needing repair
- Balluff serial number (if applicable)
- Brief description of the problem
- Purchase order number

You can contact Balluff customer service by calling (011) 4730 4544 if you need more information.

### XVIII. Field service rates

Contact the Balluff application engineering supervisor by calling (011) 4730 4544 if you need more information.

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