



FORCEBIT

TERMS & CONDITIONS

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1. Purpose

These terms and conditions apply to all present and future sales and deliveries of Forcebit's load and vibration measurement sensors. The sensors are intended only for use by R&D personnel, skilled technicians, or maintenance personnel in various industries, including but not limited to the automotive and machine industries.

Forcebit's terms and conditions shall apply exclusively, and any other preformulated conditions, including Customer's conditions of purchase, will only be valid if expressly accepted in writing by Forcebit. All agreements and legally relevant declarations between the parties must be made in writing to be valid. Communications that allow proof by text, such as e-mail, are equivalent to the written form.

2. Conclusion of contract

The contract comes into effect upon Forcebit's written confirmation that it accepts Customer's order. Any brochures, catalogs, or website content are not considered binding unless Forcebit has expressly confirmed their binding nature in writing.

3. Scope of deliveries

The scope of deliveries or services shall be based on the mutual intentions of the contracting parties as expressed in writing. In the absence of any specific written agreement, Forcebit's written order confirmation or, if no such confirmation exists, the Customer's written order shall be decisive in determining the scope. The delivery of sensors does not include installation, integration, or on-site technical support, unless otherwise agreed in writing. Any required training or consultation services may be provided within reasonable bounds, with a maximum of 8 hours.

4. Customer Responsibility

The Customer is required to thoroughly read and understand the safety manual provided with the sensors prior to installation. The Customer, or any other user of the purchased sensors, shall, under no circumstances, proceed with an experimental campaign without conducting a full assessment of potential hazards and ensuring compliance with all relevant safety protocols, in particular related to the machine directive concerning rotating equipment. Potential hazards can involve damage to the machine equipment, the production goods, and nearby operators. Forcebit can never be liable for any damage resulting from failure to adhere to applicable legal obligations, safety instructions, and due diligence in hazard assessment.

4. Price

All ancillary costs shall be borne by the Customer and are not included in the scope of delivery and performance unless stipulated otherwise. In particular, this also includes all costs and charges in connection with freight, insurance, export, transit, import, and other authorizations, notarizations, taxes, levies, fees, and customs duties. Insofar as such costs and charges are levied on Forcebit or its auxiliary persons, they shall be reimbursed by the Customer.

5. Terms of payment

Unless stated otherwise in the offer, Forcebit shall invoice the Customer 30% of the total amount at the time of the confirmation of the order by Forcebit. The remaining balance shall be invoiced at the time of delivery. The invoices are due for payment at the latest within 15 (fifteen) days of the invoice date. Any protest must be communicated in writing within 10 days after the day of the invoice. Offsetting against any kind of non-approved counter-claims as well as the execution of the right of retention of products shall be excluded unless established in court. Forcebit remains the sole owner of the products until their entire payment, taxes included.

6. Delivery period and inspection of the goods

Forcebit will state the indicative delivery periods in the order confirmation. The Forcebit delivery periods are solely to be considered guiding and can never be considered an obligation of result. In the event of any availability issues, Forcebit will always try to notify the Customer in a timely manner in advance to allow for

adjustments or alternate arrangements, but can never offer any guarantees. The Customer's right to withdraw from the contract or claim damages in the event of delayed delivery or performance is excluded. This exclusion does not apply to unlawful intent or gross negligence. The Buyer must immediately inspect the goods/services delivered. Any defects must be notified to the Seller in writing as soon as possible and no later than 15 days after delivery. After that term, Forcebit is only responsible for hidden defects for the use for which they are intended. The Customer shall notify Forcebit no later than 7 calendar days after discovering the hidden defect, in writing. Complaints about defects do not suspend the Customer's payment obligation.

7. Warranties

Forcebit warrants that delivered goods are free from manufacturing and material defects at the time of transfer of risk. However, Forcebit solely guarantees that the sensors perform within the bounds specified in the specification sheet. In the event of a material defect, the Customer can only demand that the defect be remedied or that a replacement delivery be made. Cancellation, rescission, and reduction are excluded. Warranties can be claimed up until one year after delivery.

8. Disclaimer and limitation of liability

These terms and conditions conclusively regulate the claims of the Customer arising from breach of contract. If the Customer has any claims under the contract, the total amount of these claims is limited to the price paid by the Customer. Under no circumstances shall the Customer be entitled to compensation for damage not incurred to the deliverable itself, particularly such as loss of production or testing time, indirect damage to the machinery, loss of use, installation and removal costs, loss of profit, or other direct or indirect damage. The Supplier's liability for compensation of claims by third parties asserted against the Customer due to infringements of intellectual property rights is excluded.

Forcebit can never be held liable for any damage resulting from the Customer's failure to meet legal obligations such as, but not limited to, safety inspection and preventive actions. The exclusion and limitation of liability shall not apply in the event of intent, gross negligence, fraudulent concealment of a defect, explicit acceptance of a guarantee, injury to life, limb, or health, and in the event of product liability. Furthermore, the exclusion of liability shall not apply in cases in which the Supplier is liable by law. The exclusion and limitation of liability shall, however, also apply to auxiliary persons of the Supplier, except in the case of injury to life, limb, or health.

9. Software

The software that is part of the scope of delivery and services shall grant the Customer a simple, non-exclusive, non-transferable, and non-sublicensable right to use the software together with the deliverable, unless otherwise agreed. The software is delivered 'as is' and updates will be provided by Forcebit when available. The Customer shall not be entitled to make copies of the software (except for archiving purposes), process the software (further develop, modify, disassemble, decrypt, reverse engineer, etc.), or pass it on to third parties.

10. Intellectual property rights

Forcebit will retain all intellectual property rights, in particular all patent, design, copyright, trademark, name and company rights as well as the rights to the products, its know-how and the technical and commercial documents made available to Customer, such as drawings and diagrams.

11. Applicable law

All our agreements are governed by Belgian law. Any disputes that may arise in the context of this agreement can only be brought before the courts of the seller's choice.

12. Restriction on Use of Hardware

The Customer agrees not to use, resell, distribute, or otherwise transfer the hardware to any third party or for any purpose outside the scope of authorized use as defined by Forcebit.

Any use of the hardware outside of these conditions, whether by the Customer or by a third party, is expressly prohibited. In the event of any unauthorized use, resale, or distribution of the hardware, Forcebit shall bear no responsibility or liability for any damages, losses, claims, or issues arising directly or indirectly from such unauthorized use. This includes, but is not limited to, any operational malfunctions, safety hazards, or infringements of legal or regulatory requirements that may occur as a result.

The Customer agrees to indemnify and hold Forcebit harmless from any claims, damages, or liabilities arising from the unauthorized use or transfer of the hardware in violation of this clause.