

Payment 30 days from date of invoice. First orders are accepted only against pre-payment. The management of Omec Motors NV reserves the right to require pre-payment for second and following orders.

Delivery Ex Warehouse (EXW) Arnhem, The Netherlands, including standard packaging. Transport costs are not included, these will be charged according to our European transport price list.

- All prices quoted in the price lists are in Euro (Euro/€), VAT excluded and are valid for the period as indicated on the price list.
- Additional charges: for orders less than Eur 250,00 net an extra Euro 25,00 handling charge will apply. Europallets will be charged at Eur 12,50 net extra, boxes at Euro 10,00 net extra each. Standard pallets and packaging free of charge
- Delivery times: standard stock five working days from date of order confirmation, modified stock from our modification pricelist fifteen working days from receipt of order confirmation. For other specials the delivery time is on request. Order confirmation will be issued within five days of receipt of order. Article 9 is part of this paragraph.
- Orders shall be binding only when they have been confirmed in writing.
- Our offers, including the prices quoted, are without engagement. We reserve the unconditional right to pass on any price increases, including those caused by currency fluctuation, import duties and/or taxes, unless otherwise specifically agreed.
- Reclamations shall be accepted only if they reach us within two weeks of dispatch of goods. The return of goods shall have no influence on the settlement and payment for deliveries already made or yet to be made. Returned goods must always be accompanied with a copy of our packing list and written account of the reason for return.
- The terms of delivery are approximate only, and apply where no cases of force majeure or unforeseen circumstances occur. Noncompliance on our part with terms of delivery shall not entitle the purchaser to any change in the conditions of payment, to a rebate or indemnification, or to cancel the order. In the case of force majeure or unforeseen circumstances, the fulfilment of the order shall be suspended until normal conditions prevail.
- Force majeure shall be understood to mean: cases of illness among staff members, shutdowns, defective materials, lack of raw materials, transport difficulties, riots, strikes, lock-outs, conditions resulting from mobilisation, acts of war and similar circumstances. The above also applies should such difficulties arise with any of our suppliers.
- Manufacturers warranty applies to all product supplied by OMEC Motors NV
- 12 months from date of installation. However this may, at the company's discretion, be extended to a maximum of 18 months from date of delivery. We shall not accept responsibility for any consequential loss or damage, irrespective of cause, including any product defect, late delivery, suspension of operations, indemnification with respect to wages, loss of profit, and similar circumstances which might arise. Guarantee is limited to the net value of the invoice amount.
- Any duties and taxes payable on machine parts supplied by us free of charge shall be for the buyer's account. Costs of installation, travel and lodging, insofar as these costs are required in the case of replacement of machine parts for carrying out repairs, shall be for the buyer's account. Replaced machine parts shall be our property. No guarantee shall be given as far as repairs are concerned. In situations where the buyer carries out repairs or alterations of goods delivered, the guarantee granted for such goods shall be null and void.
- The company will not accept responsibility caused by improper usage of goods, for use for which the goods were not designed. Neither will we accept responsibility in cases where the nature of the problem cannot be clearly identified. The burden of proof shall rest with the buyer.
- Title to the goods shall not pass to the buyer until full payment has been made. In this respect acceptance of a Bill of Exchange or any other commercial instrument will not be considered as payment.
- In the case of non-payment of an amount due, suspension of payment, filing a petition for a moratorium, bankruptcy, or liquidation of a buyer's firm or of the purchasing company, as the case may be, the company shall be entitled to reclaim as our property goods which have not been paid for in full.
- In circumstances where a settlement for loss or damage is agreed, such settlement amount shall be payable immediately and in full.
- Failure to pay within the agreed terms will attract an interest charge commencing on the day agreed upon for payment. This interest charge will be equal to the discount rate applicable for promissory notes of the "Nederlandsche Bank" plus 3.5%.
- Dutch law shall govern any transaction entered into by the company. In the event of any disagreement - including the recovery of sums of money claimed by the buyer - all such cases must be submitted to the absolute discretion of the relevant jurisdiction at Arnhem, The Netherlands.
- Any actions taken by us shall be presented, at our option, either to the judge at Arnhem, who is in accordance with the rules of absolute discretion, has jurisdiction, or to the relevant judge in the buyer's place of residence.
- Any costs, either judicial or extrajudicial, including collecting charges, required to implement the collection of amount due, shall be for the debtor's account.
- Our general Conditions of Sale shall apply to all orders entrusted to us. By placing the order with us the buyer accepts our general Conditions of Sale, unless otherwise agreed.