

EXEMPTION CLAUSES

The present clauses constitute a document type, written in general terms, by the law office of Philippe & Partners. This basic model should be completed to correspond to the specifics of the contractual relationship to be instituted. The law office of Philippe & Partners can adapt this model in individual cases. In other cases, the liability of the aforementioned law office cannot be engaged.

The present clause model is protected by Belgian law and the international conventions relative to the rights of the author.

The downloading of the present clause model is intended solely for personal use and cannot be distributed or copied.

1. Limitation of liability : information

« This information is not to be taken as a warranty or representation for which we assume legal responsibility nor as permission or recommendation to practice any patented invention, without a licence. It is offered solely for your consideration, investigation, verification and shall form no part of any contract with the customer. »

2. Exemption clause: terms of delivery

- 2.1. In cases where terms of delivery are expressly agreed upon, a 3 week delay in delivery attributable to the seller is considered to be acceptable and does not authorise the buyer to request the cancellation or suspension of the contract or to claim damages.
- 2.2. If a delivery delay of more than 3 weeks after the agreed delivery date arises, the buyer must, first, send the seller formal notice in writing and then allow the seller at least 2 weeks to deliver the goods. If delivery does not take place within the timeframe stipulated by the buyer, the buyer is authorised to suspend the contract.

3. Regular practices

- 3.1. OPTION A. « A will exercise due diligence in the fulfilment of its obligations in accordance with this Agreement and its performance will be in accord with the regular practices in the petroleum industry. »

- 3.2. OPTION B. « A undertakes to perform its obligations under this Agreement in a prudent and sound manner and to apply the same degree of diligence it would apply if it were the sole owner of the Property and the Facilities to be developed in connection therewith, and to be mindful of the interest of B and to use the best copper industry practice known to A which is applicable to this Agreement and the Project. »

4. **Time Limit**

Any legal action relating to a nonconformity or defect product shall, at the risk of being rejected, be initiated within 6 months of delivery.

5. **Warranty**

1. « The Contractor shall warrant each Unit for a period of one (1) year from the date of first synchronization against defects in design, materials and workmanship. »
2. « However, such warranty period shall in any case expire fifteen (15) months from the date of readiness for shipment ex works of the generator in case shipment, transportation, erection, commissioning, field test or first synchronization are delayed, unless the reason for such delay is attributable to the Contractor, in which case the warranty period shall be extended by the amount of such delay. »
3. « The Seller shall assume part of the obligation to reimburse the Buyer ... in accordance to the following scheme:

for expenses in the course of (*year*): 20 %;

for expenses in the course of (*year*): 40 %;

for expenses in the course of (*year*): 60 %;

for expenses in the course of (*year*): 80 %;

for expenses in the course of (*year*) and following years: 100 %. »

Philippe Partners
AVOCATS - ADVOCATEN - LAW FIRM

**You can buy the whole document on our
On-line contracts / documents library**