

General technical information

Versie: 1.0

The following general technical information is our default. In case the information in the offer differs from this general technical information, the offer takes precedent. Deviations from this standard technical information must be reported by the customer before an order is placed. Any adjustments are executed at additional cost.

Valvan nv

Krommebeekstraat 14
8930 Menen, Belgium
+32 56 52 13 80
info@valvan.com
sales@valvan.com
BE 0460.789.392

Document & standards

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| Documents | For all the machinery, an electronic manual in English is delivered after commissioning, as PDF-File. Translation costs to other languages will be charged separately. All machines are delivered with an EC Declaration of Conformity. |
| Standards | The installation complies with the specifications of the Machinery Directive (Regulation (EU) 2023/1230 on Machinery). The installation complies with the Low Voltage Directive 2014/35/EU. Compliance with EU safety standard EN16252 and EN16500.
Unless otherwise stated, compliance with other directives or certifications is not included. And costs related to a technical security control, a survey or other inspection are at the expense of the customer. |

Standard execution (bis)

Design	Mechanical design with CoCreate 3D-Modelling, according to DIN-norms and decimal metric system. Electrical design with Eplan P8. Hydraulic design with Hydrosym. Upon request, the customer supplies test material to Valvan for design and testing purposes.
Accesses above floor level	Unless otherwise stated, access to parts of the installation above floor level are not included in our scope of supply as this access is not necessary during the normal operation of the installation. For maintenance and inspection purposes, a safe means of access should be provided by the customer or can be determined in consultation with the customer and offered separately.
Structural steel	S235 or S355 according to NEN-EN 10025-2. Steel painted in 1 coat of 2 component paint with hardener (direct to metal). Choice of the following standard colors: RAL 6011-5009-7044. Safety color RAL1018. Other colors may involve extra costs. By default, surface treatments such as galvanization or metallization are not included.
Mechanical	Motor gears: Efficiency class IE2 or IE3 (depending on motor power), according to IEC 60034. By default, motors are not equipped with maintenance switches.
Electrical	Control cabinet: degree of protection IP-54. The cabling is provided through open galvanized wire trays. There is 1 emergency stop circuit for the complete installation, unless otherwise stated. Cooling systems for electrical cabinets are not included by default. By default, the supply voltage should be 3 x 400V – 50 Hz – TNC or TNS-net or 3 x 480V – 60Hz. Other supply voltages will involve additional costs. The customer provides the power supply to the control cabinet(s) and the fast internet connection cable FTP CAT6 (minimal upload and download speed of 15 Mbit/sec – preferably a bit higher) in case a remote support system is included
Hydraulic	Hydraulic components: PARKER – DENISON. The distribution circuit of the installation is carried out in pipes with leak-free pipe connections. Hydraulic hoses comply with ISO 6945. Unless otherwise stated, the hydraulic oil is not included in our scope. By default, the required hydraulic oil corresponds to ISO-VG 46. Filling of the oil reservoir is the responsibility of the customer. Cooling systems or oil retention trays are not included by default.

Standard execution (bis)

Pneumatic	<p>Cylinders according to ISO Standard, when available. The distribution circuit of the installation to the various valves is carried out in flexible tubes, including an air handling unit (water separator, manual shut-off valve with air vent and pressure regulator with pressure gauge). By default, compressors are not included in our scope.</p> <p>The customer provides a supply of dry compressed air, class [7:4:4] according to ISO 8573-1:2010, with minimum 7 bar constant to the point of our choice.</p>
Guards	<p>Standard guards according to safety standards (ISO14120), executed in coated steel. Panels: RAL 9011 (black) - Poles: RAL 1018 (yellow). Standard heights: 1.500 mm, 2.000 mm and 2.300 mm. Surface treatments are not included by default.</p>
Weighing systems	<p>Unless otherwise stated, weighing systems are by default not calibratable. Calibration and verification on site are always at the responsibility of the customer.</p>
Software	<p>Unless otherwise stated, there is no communication foreseen with an overlying system (ERP, WMS, ...). This can be offered separately after consultation with the customer.</p>
Brands	<p>Renowned quality brands, which meet European standards. Specific requirements regarding the use of certain brands, may involve additional costs</p>

Working environment installation

Unless otherwise stated, the standard material is suitable for operation in an ambient temperature between 5°C and 30°C. The sound level of the installation can be > 80 dBA. The standard material is not suited for operating in an explosive atmosphere and is not adapted for earthquake-prone areas.

Responsibilities of the customer

On site:

- If the equipment cannot be sent to the customer according to the agreed terms, for reasons beyond our control, we have the right to charge for transport, rental of warehouse space, reloading and any other related costs
- Adaptations to buildings to make the on-site installation possible
- Dismantling and removal of existing equipment, we start from a free workspace.
- The floor is a hardened concrete surface of sufficient quality to withstand the forces that occur
- Max. floor tolerance: ± 5 mm over 2 m length and max.15 mm over the entire floor.
- It is assumed that there are no underground pipes and underground installations where work must be carried out. It is expected that there will be no reinforcing bars larger than 8 mm to a depth of 110 mm
- The workspace is easily accessible and free for the supply of materials and machines via floor-level access. We assume that a gate with an opening of minimum 4 x 4 m gives access to the workspace
- The customer shall provide free and appropriate internal space available for potential temporary storage of the components to assemble
- The site must be sufficiently illuminated
- Disposal of residual waste (wood, cardboard, plastic, ...).
- Customer must provide suitable foundations, civil works. if pits must be provided, these must be carried out by the customer according to our drawings and tolerances
- Cleaning of the equipment before use, if the customer so desires
- Providing of ground markings, safety, protections and signage around our installation

Warranty conditions

VALVAN guarantees the good functioning of the delivered installations during the following warranty period: 12 months from the hot commissioning of the installation, with a maximum of 24 months after the installation was confirmed to be ready for Transport. Hot commissioning means testing of the installation with load.

VALVAN commits itself to repair all errors in the software, during the warranty period, as long as this software remains installed on the initially installed hard- and software configuration.

During this warranty period, defective parts under warranty will be replaced and, if applicable, installed by our technical department. The performed working hours are at the expense of VALVAN. The shipping costs, travelling hours, travel and accommodation expenses will be invoiced at the present tariffs. In case of replacement, the defective parts will be sent back to VALVAN.

The providing of lifting equipment, hoisting equipment and cranes with driver, as specified by VALVAN, is to be paid for by the customer.

The warranty does not apply for parts subject to wear and tear and parts that were not used correctly, neglected, badly maintained or damaged due to an external cause. The warranty can only be invoked if VALVAN NV carried out the installation and placing into service. The machine has to be placed into service no later than 3 months after it has been put at your disposal in our workshop. As for equipment built by a manufacturer other than Valvan, the warranty conditions of the former are valid.

VALVAN NV will not be appointed as responsible for special, indirect or probable damage or loss such as, although not limited to, a loss of income, use, loss of production, capital costs or costs related to the interruption of the operation.

Limitation of cross liability

The parties declare that they are whole-hearted and professionally equivalent trading partners. They declare that they have contracted out of their free will and mutual respect. Against this background, they decide, for the purpose and for the performance of this agreement, to limit cross liability.

Under no condition, even in the event of a provision to the contrary in other places in the contract, shall the parties hold each other liable for any loss which exceeds the sole limit of €5 million agreed here.

This amount shall include any claims or demands from their employees, contractors, subcontractors or other trading partners on which they call or whom they have under their control and responsibility. The parties shall indemnify each other and hold each other harmless to the extent that this limit is exceeded. To that end they shall impose a waiver of claim on the parties concerned.

The parties shall make an exception:

- If a party should be shown to be guilty of a demonstrated, deliberate or serious offence or gross negligence tantamount to intent. In such a case, the party at fault cannot invoke the aforementioned limit, and its liability is unlimited.
- For immaterial loss not due to material loss. The parties declare that cross liability for such purely financial immaterial loss shall be limited to €1 million.

Definitions:

- “Loss”:
 - From both contractual and extra-contractual liability,
 - Both direct and indirect loss.
- “Bodily injury“: injury or harm to physical integrity (whether or not fatal) and the financial and moral consequences thereof,
- “Material loss“: damage, destruction or loss of goods, including animals,
- “Immaterial loss“: loss other than the afore-described loss that could arise out of loss of the use of an item or a right, such as loss of enjoyment, unemployment, production standstill, loss of earnings and other financial loss. The parties draw a distinction between:
 - Immaterial loss which is not consequential loss (or purely immaterial loss): immaterial loss that is not due to bodily injury or material loss,
 - Immaterial loss which is consequential loss (or immaterial consequential loss): immaterial loss due to bodily injury or material loss.

Limitation of cross liability for study assignment

The sole and only purpose of the offered (or commissioned) study assignment is to examine in greater depth the issues raised in this document with a view to making an offer for an installation that provides a solution to said issues. The results thereof cannot possibly be used as an executable design or plan. If the customer applies the results of the study assignments for purposes other than those described above, we cannot under any circumstances be held liable for contingent errors, deficiencies or negligence. Any and all liability will in such circumstances be distinctly refused. By having the study assignment executed (commissioned), the customer shall waive any and all recourse and shall indemnify us for any and all claims for damages arising out of such circumstances.

General conditions of sale

1. In the event of a conflict between the provisions in the offer and the general sales conditions, the provisions in the offer shall prevail.
2. By accepting the offer, the purchaser agrees on all these conditions, even if his own conditions would differ from these or provide for their preference.
3. Prices. All prices and discounts are function of the actual economic situation. Unless otherwise provided, they will only remain valid for 30 days from the day of the tender. Prices are ex works and do not include packing of the goods. All taxes, levies, import duties, etc. of any kind which are due in respect of this sale, are to be borne by the purchaser.
4. Delivery period. The delivery period starts after reception in the seller's account of the agreed down payment. The period of delivery is not binding. Delay in delivery gives no right to damages or interests, unless otherwise provided. In case of 'force majeure' (such as strike, failure of or delay in delivery of base material) the period of delivery will be suspended and the purchaser will not be able to claim an indemnity.
5. Installation. The assembly, foundation, placement, electrical connection, staff education, and the service after sale are not included in the duties of the vendor. These will be subject to a separate contract, at charge of the purchaser, against a price, which will be determined at the moment of their performance and subject to these general conditions. The costs of a forklift, necessary for the unloading and placement of the goods are at charge of the purchaser. In case the assembly is included in the price, the purchaser will make sure that it can be performed without delay and will be liable for an indemnity in case he breaches this duty.

General conditions of sale (bis)

6. Delivery. The delivery takes place at the place agreed. If no place of delivery were determined, it will take place ex works. The goods are presumed to be accepted, before departure of the warehouse of the vendor. Until the transfer of risk, the Seller shall ensure adequate packaging and, where applicable, insurance during transport. The Buyer must inspect the goods immediately upon receipt and report any visible defects or quantity discrepancies in writing to the Seller and the carrier within 5 (five) days. Unless otherwise provided, no guarantee is foreseen. A guarantee for faulty design, material or workmanship will only be valid for one year, from the day of delivery or from the day the delivery could have taken place. No complaints will be admissible either from the eighth day after receipt of the goods, or from the third day after receipt of the invoice. The vendor accepts no return of the goods without his prior permission. In case of permitted return of the goods, this return will be at charge of the purchaser. In case a complaint for the quality of the goods were valid, the duties of the vendor will only include the free replacement of the defective parts, without the vendor being liable for any other indemnity. The repair or replacement of components during the guarantee does not extend the guarantee. The return of goods and complaints do not make the invoices of the vendor withdrawable. The guarantee ends as soon as the purchaser repairs or orders repair or changes to the goods without prior permission from the vendor.

7. After the delivery, the vendor provides the purchaser with all the necessary designs and documents in order to guarantee the operation of the goods delivered, the constructional designs remain in possession of the vendor, without any right for the purchaser to consult these.

8. TRANSPORT : The transfer of risk will take place according to the agreed incoterm. Standard incoterm is Ex Works, unless agreed otherwise. Purchaser needs to have adequate insurance starting from the date of transfer of risk, as he will be liable from that moment on for any damages, even if seller is performing installation and commissioning.

9. Property PROVISION. The title of ownership of the goods will remain with the vendor until payment in full for all claims of the vendor. The purchaser will immediately inform the vendor in case of arrest of the goods at his charge or in his hands. Each partial or total transfer of the goods by the purchaser, in breach of the title of the vendor, forms a breach of confidence, as foreseen in sect. 491 of the Belgian Penal Code.

10. Express resolving clause. The vendor has the right to consider the sale as resolved without any summons to be sent or intervention of the Court, in the following events: non-payment of the payment in advance, winding-up or liquidation of the purchaser, in case the goods sold are arrested with the purchaser, in case the purchaser does not fulfil his obligations at the date of expiry, in case all circumstances indicate that the purchaser will not fulfil his obligations. In case of rescission of the contract, the purchaser will be liable for an indemnity of 40 % of the amounts invoiced, notwithstanding an additional indemnity for damage to the goods.

General conditions of sale (bis)

11. Payment. All invoices are to be paid cash, all charges for the purchaser, at the social siege of the vendor, unless otherwise provided by express agreement. The issue of a bill of exchange or receipts does not involve novation. At failure or delay in making any payment at the date of expiry and without that any summons must be sent the vendor will be entitled to a fixed indemnity for damages, being 15 % of the amount on invoice, with a minimum of € 124.
12. CANCELLATION. Should the contract be cancelled by the buyer, all already invoiced advances will remain definitely earned by the seller regardless of whether they have been paid or not. If, however, the suffered damages as a result of the cancellation (loss of profits and incurred losses) should be higher than the already charged advances, the seller retains the right to claim compensation for all of the suffered damages.
13. DISPUTE RESOLUTION.
- a) All quotations and agreements of the vendor are subject to Belgian Law
 - b) In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt to resolve the matter amicably through direct negotiations.
 - c) The parties agree to engage in good faith discussions and meet in person or virtually to attempt resolution. These negotiations shall continue for a minimum period of two (2) months from the date one party notifies the other of the dispute.
 - d) If the dispute remains unresolved after this period, the parties shall submit the matter to mediation administered by CEPANI (the Belgian Centre for Arbitration and Mediation), to be conducted in Brussels, in the English language. The mediation shall last for a minimum of two (2) months, unless resolved earlier.
 - e) If the dispute is still not resolved after the mediation period, the matter shall be finally settled by arbitration, as specified below: The dispute shall be resolved under the rules of ICC, with the seat of arbitration in Brussels, in English, by one arbitrator.