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General Terms and Conditions (GTC) of Ciratec

1. Scope

These General Terms and Conditions ("GTC") apply to all contracts, deliveries and services of Ciratec (hereinafter the "Contractor") vis-à-vis its contractual partners (hereinafter the "Client"), unless otherwise agreed in writing. Deviating or supplementary terms and conditions of the Client shall only apply if the contractor has expressly agreed to their validity in writing. These GTC also apply to future business relationships.

2. Offers and Conclusion of Contract

Offers made by the Contractor are non-binding and subject to change. A contract is only concluded upon written order confirmation or by performance of the service. The scope of services results from the order confirmation and these GTC. Amendments require written form. The Contractor may employ suitable third parties to perform services.

3. Scope of Services and Duties to Cooperate

The Contractor shall render services in accordance with the agreed service description, in particular in the fields of robotics, PLC programming, simulation & OLP, software development, consulting, training and turn-key projects. The Client shall provide in due time all information, data, access and resources required for performance. Delays due to insufficient cooperation shall extend performance deadlines and may cause additional costs.

4. Prices and Terms of Payment

All prices are net plus applicable statutory charges. Invoices are payable within 14 days without deduction. In the event of default, the Contractor is entitled to charge default interest and dunning fees. For ongoing projects, the Contractor may demand appropriate progress payments.

5. Delivery and Performance Dates

Dates are only binding if expressly agreed as such. Delays due to force majeure, official measures or technical problems shall reasonably extend deadlines. Delays attributable to the Client entail additional costs.



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6. Acceptance

Upon completion of the services, acceptance shall be carried out by the Client. If no written acceptance takes place within 10 working days after notification of completion, the service shall be deemed accepted unless a defect notice is submitted. Upon acceptance, risk passes to the Client.

7. Retention of Title

Delivered items, software or documents remain the property of the Contractor until payment has been made in full. The Client may neither pledge nor assign them by way of security. In case of third-party access, the Contractor shall be informed without delay.

8. Warranty

8.1 The Contractor provides warranty in accordance with statutory provisions unless otherwise regulated below.

8.2 The Client shall inspect the service rendered immediately upon receipt or acceptance and notify any defects in writing. Failure to give timely notice shall be deemed approval.

8.3 In the event of a justified notice of defects, the Contractor shall have the right, at its option, to remedy the defect or deliver a replacement within a reasonable period.

8.4 If remedy fails or is unreasonably delayed by the Contractor, the Client may demand a reduction in price or withdraw from the contract.

8.5 The warranty period is twelve (12) months from acceptance, unless longer mandatory periods are prescribed by law.

8.6 The warranty does not apply to defects resulting from a) improper installation, operation, modification or maintenance of the delivered goods or software, b) interventions, changes or repairs carried out without the Contractor's consent, c) operation of the service in a non-agreed or unsuitable system environment, or d) failure to observe recommended maintenance, security or update measures.

8.7 Limitations or loss of function arising from these causes do not constitute defects.



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9. Liability

9.1 The Contractor shall be liable for damages – on whatever legal grounds – only in cases of intent or gross negligence.

9.2 In cases of slight negligence, the Contractor is only liable for breach of an essential contractual obligation (“cardinal duty”). In such cases, liability is limited to foreseeable damage typical for the contract.

9.3 To the extent permitted by law, the Contractor’s aggregate liability is limited to 100% of the net contract value of the respective contract.

9.4 The following are excluded from this limitation of liability: a) damages resulting from injury to life, body or health, b) damages based on intentional or grossly negligent conduct, c) claims arising from mandatory statutory provisions (e.g., product liability or comparable regulations), and d) cases in which the Contractor has assumed an express guarantee.

9.5 The limitation of liability also applies in favor of the Contractor’s legal representatives, employees and vicarious agents.

9.6 Any further liability – in particular for lost profits, loss of production or use, data loss, or indirect or consequential damages – is excluded unless mandatory statutory provisions require otherwise.

10. Confidentiality

Both parties undertake to keep confidential and not disclose to third parties any confidential information obtained in the course of their cooperation. This obligation shall continue after termination of the contract. Information that is generally known or lawfully obtained from third parties is excluded.

11. Training and Support

Trainings shall be conducted under the agreed conditions. The Client shall ensure that participants are suitable and that the technical prerequisites are met. Support and maintenance services are provided only on the basis of a separate agreement.

12. Rights of Use and Copyright

Upon full payment, the Client receives a simple, non-transferable right of use to the results or software provided by the Contractor. All rights in developments, concepts, software and documentation remain with the Contractor. Disclosure or modification without consent is not permitted.



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12a. Software Licensing and Distribution Terms for Standard and Custom Software

12a.1 Where standard or custom software ("Software") is sold, developed or provided for use under the contract, the following provisions apply in addition to the other provisions of these GTC.

12a.2 The Contractor grants the Client a simple, non-exclusive and non-transferable right of use to the Software. Scope, term and type of use result from the respective contract or license agreement.

12a.3 The Client may use the Software exclusively to the extent provided for in the contract. Any use beyond this, in particular copying, modification, translation, decompilation, reverse engineering or disclosure to third parties, requires the Contractor's express consent.

12a.4 The Client shall handle the Software and any backup copies with due care, protect them against unauthorized access by third parties and comply with the agreed license and usage terms.

12a.5 Support, maintenance and update services are provided only if expressly agreed by contract.

12a.6 Where the Software is provided by download, cloud access or other digital transmission, performance shall be deemed rendered as soon as the Client has been granted access to the Software.

12a.7 The warranty applicable to Software is as agreed in the contract. Warranty is particularly excluded for defects resulting from: a) improper installation, operation or modification, b) unauthorized interventions or adjustments, c) operation in an unsuitable system environment, or d) failure to observe recommended maintenance or update measures.

12a.8 The Contractor is entitled, in the event of use outside the agreed license scope, to demand subsequent licensing or to withdraw the usage rights.

12a.9 All copyrights, ownership and exploitation rights in the Software remain with the Contractor unless otherwise agreed in the contract.

13. Term and Termination

Contracts end upon fulfillment of the agreed performance. Each party may terminate the contract for cause. Services already rendered shall be remunerated. Notices of termination must be in writing.



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14. Data Protection

The Contractor processes personal data exclusively within the framework of applicable data protection provisions. The Client agrees that its data will be stored and processed for the purpose of performing the contract.

15. Final Provisions

Amendments and supplements to these GTC must be made in writing. Should any provision of these GTC become invalid, the validity of the remaining provisions shall not be affected.

16. Applicable Law and Jurisdiction

Belgian law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising from or in connection with these GTC or the respective contract is the court competent for the Contractor's registered office in Belgium. The contractor remains entitled to bring action against the Client at the Client's general place of jurisdiction. The contract language is Dutch or English unless otherwise agreed in writing.

17. Severability Clause

Should any provision of these General Terms and Conditions or of the underlying contract be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision, a valid provision shall apply that comes as close as possible to the economic purpose of the original provision. The same applies to any contractual gaps.

Version 1.1 – 12/2025