

## **GENERAL CONDITIONS OF SALES**

### **1. CONCLUSION OF THE SALE**

Orders placed by clients, directly or through an agent or representative of the seller are not finally binding upon the latter until after his acceptance in writing. The absence of reservations made in writing by the purchaser following the acknowledgement of receipt of the order constitutes an agreement by the purchaser on the particular conditions of the sale, involves acceptance of these general conditions and the waiver of his own conditions of purchase.

We take all useful steps in order to respect the terms of delivery and we do not accept any penalty of delay.

A delay in the delivery may not in any case lead to a cancellation of the order.

### **2. RETENTION OF TITLE**

THE SELLER RETAINS THE TITLE TO THE GOODS AND THE RIGHT TO TAKE THEM BACK UNTIL PAYMENT OF THE SELLING PRICE.

### **3. FORCE MAJEURE, SHORTAGE AND COST OF RAW MATERIALS.**

Fire, strike, natural disasters and accidents which occur in the factories and warehouses of the seller as well as default by the raw materials supplier or by the principal carrier are considered contractually as cases of force majeure and relieve the seller from his obligation to deliver.

Reductions in the quantities of raw materials or energy as a result of shortage authorise him to suspend his deliveries up to the due amount.

### **4. DESPATCH AND TRANSPORT**

For goods despatched outside Belgium the liabilities of the seller, of the purchaser and of the carrier are determined by reference to the "INCOTERMS" rules. If the contract consists of successive deliveries, the lack of one delivery does not affect the contract as regards the other deliveries.

### **5. ACCEPTANCE AND USE OF THE PRODUCT**

The purchaser shall verify the quantity and condition of the goods delivered. In case of loss or damage he shall, upon pains of preclusion make reservations to the carrier with the time-limits and in the form provided for by regulation. In case of inconsistencies in supplies the obligation of the seller is restricted to the replacement or reimbursement of the goods with exclusion of any additional payment.

In order to be valid any complaint must be made in writing to our firm, at the latest within the 7 days which follow the receipt of the goods.

### **6. PACKING**

Loaned or returnable packs.

The purchaser shall return them within two months from the date of despatch for Sales abroad, this period may be extended by express agreement between the parties.

In case of non-return within the specified period (and in all cases for distant countries at the end of one year) the seller may without prior formal notice, invoice the packs in question at their replacement cost plus a charge for loss of use. In the absence of precise information to the contrary at the time of the order, the return of the pack is effected at the cost and risk of the purchaser or of the depositary.

### **7. SAFETY FOR DANGEROUS MATERIALS**

The seller, complying with the regulations regarding the labelling, packing, transport, handling and use of dangerous materials, supplies the information required on his products, in particular by passing on the "safety data sheet" which he has drawn up.

Clients and users shall take out of them and compulsorily comply with current regulations, in particular for product whose characteristics involve precautions to be taken for their use and their preservation (temperature, fire, explosion).

### **8. PRICE AND PAYMENT**

UNLESS A FORMAL AGREEMENT IS CONCLUDED BETWEEN THE PARTIES THE PRICES ARE THOSE APPLICABLE AT THE DATE OF DESPATCH.

For payment of invoices has to be taken into account that each party has to bear its own bank costs. The invoices are payable at the registered Office of the seller unless a different place is specified on the invoice. Unless a derogation is accepted by the parties, the date of payment is calculated from the date of despatch, which is normally identical with the invoice data.

In case of invoicing on a periodical statement, the date of payment shall be calculated from the last day of the ten day period, of the fortnight or of the month of delivery or of provision of the service.

Any amount not being credited on our specified account number, 10 days after due date, shall automatically and without prior notice, attract interest at a rate 0.05% per day.

We reserve the right to increase by 10% the amount of any invoice unpaid on the due date. The minimum amount of any such increase shall be 25 Eur.

Non-payment of an invoice at the due date, on the other hand, renders all other invoices payable immediately and authorises the seller to suspend the execution of the orders in hand. It also allows him to demand the grant of guarantees on the part of the purchaser.

### **9. JURISDICTION**

For all disputes concerning :

Sales in Belgium the Commercial Court of the Registered Office of the seller is competent irrespective of the method of payment and the conditions of delivery, even in the case of notice of claim to third party or more than one defendant.

Sales outside Belgium, the dispute shall be settled by arbitration in accordance with the regulations of the International Chamber of Commerce. Belgian law shall apply and the arbitration shall be final.