

# GENERAL TERMS & CONDITIONS - EUCCHEM B.V. - Version 01/06/2021

## 1. DEFINITIONS

- 1.1. EUCCHEM: EUCCHEM B.V. - Registered office: GROENENDAEL 25; B-3400 LANDEN With company number: BE 0746.606.921
- 1.2. CUSTOMERS: The natural or legal persons who engage into a mutual contract with EUCCHEM by placing an order or signing an agreement.
- 1.3. GOODS: The equipment and goods that are the subject of an order by the Customer with EUCCHEM.

## 2. ORDERS

- 2.1. By placing the order, the Customer explicitly accepts the conditions stated below. However, EUCCHEM reserves the right to add additional general or other conditions for each individual order.
- 2.2. The offers are always without obligation. Each order becomes final only after written confirmation by EUCCHEM. Agreements concluded with EUCCHEM delegates, representatives and/or their agents must - in order to be valid - be approved in writing by persons who can legally represent EUCCHEM.
- 2.3. All specifications or quotations are drawn up on the basis of the information provided by the Customer. Should the above-mentioned information prove to be incomplete and/or incorrect, EUCCHEM reserves the right to draw up additional specifications. All EUCCHEM offers and specifications are valid for 30 days from the date of enquiry. The offers are always without obligation.
- 2.4. EUCCHEM expressly reserves the right, insofar as no final agreement has yet been concluded between the parties, to make changes to the Goods at any time with the aim of improving these Goods.
- 2.5. In case of cancellation of the order, for whatever reason, by the Customer, the latter owes EUCCHEM a fixed compensation of at least 50% of the agreed price as compensation for the damage resulting from the cancellation. To this end, EUCCHEM retains advances by way of compensation. EUCCHEM hereby expressly reserves the right to claim additional compensation for damage resulting directly and/or indirectly from the cancellation.

## 3. DELIVERY

- 3.1. The delivery times, as stated in the pro forma, are not binding. They are only indicative. Subject to the express and written consent of EUCCHEM, non-observance of the stated delivery times can in no way be invoked to obtain compensation and/or termination of the agreement.
- 3.2. The ordered Goods are always delivered from the operating office of EUCCHEM or from a location determined by EUCCHEM. It is not possible to deviate from this principle by statements such as: delivery free station, on quay, at home, reimbursement of full or partial transport costs and the like in the broadest sense. These statements are purely indicative and do not entail any responsibility for EUCCHEM.
- 3.3. The Customer is notified before delivery by ordinary letter, e-mail or fax that the Goods are at his disposal. The Parties accept that, in the event of a refusal to take delivery of the Goods within 48 hours after the dispatch of the message - in accordance with the previous paragraph - the costs of storing the Goods either in the warehouses of EUCCHEM or with a third person, will be charged in full to the Customer. In the latter case, the costs are increased by the transport costs to and from the warehouses of the third person. The refusal to receive the Goods does not affect the payment obligation of the Customer resulting from the invoices drawn up by EUCCHEM.

## 4. TRANSPORT & INSURANCE

- 4.1. The Parties expressly accept that, from the moment of delivery from the operating office of EUCCHEM or from a location determined by EUCCHEM, all risks and costs relating to the Goods will be borne by the Customer. In particular, but not limited to, the parties refer in this regard to the costs and risks resulting from transport and/or storage of the Goods. Parties acknowledge that EUCCHEM cannot be held liable in any way for the loss and/or damage of the Goods in any way, in accordance with article 3.2.
- 4.2. The insurance of the Goods from the place of delivery to the place of destination is not included in the price and is borne by the Customer. In addition, the Customer undertakes to insure the Goods until full payment of the price in accordance with the provisions of Article 7 of the present conditions.

## 5. ACCEPTANCE & RECOURSE

- 5.1. The signing of the delivery note for the Goods by the Customer or by a third party appointed by him will result in acceptance. The delivered Goods are then deemed to be in conformity with the order and any visible defects are deemed to have been accepted. In addition, the parties expressly accept that if the Client refuses to sign the delivery note and fails to provide the reasons for his refusal and the supporting evidence within 48 hours after the delivery note has been presented, the Client will be deemed to irrefutably have accepted delivery.
- 5.2. Parties accept that complaints other than those mentioned in article 5.1. can only be taken into account if they are submitted by registered letter within 8 days of delivery, in accordance with Article 3.2, and if they are described in great detail and with great precision.
- 5.3. Submitting a complaint does not release the Customer from his payment obligation. However, if the Customer remains in default of payment without registered notification of his objections, EUCCHEM expressly reserves the right to suspend any further performance, without prejudice to EUCCHEM's right to default interest as well as to compensation.
- 5.4. All claims lapse in the event of late payment or refusal of payment, as well as in the event of non-compliance with the instructions for use of the Goods.
- 5.5. All claims also lapse if the Customer makes changes to the delivered Goods without the permission of EUCCHEM or if it has been irrefutably established that the defects are not due to an error by EUCCHEM.
- 5.6. EUCCHEM's obligation to indemnify defects in the Goods delivered does not extend beyond those of its producers and suppliers.
- 5.7. In the event of faulty delivery of Goods, EUCCHEM may, at its option, either repair, replace or adjust the Goods within a normal period, or refund the Goods at the invoiced price.

## 6. PRICES & INVOICING

- 6.1. All prices are exclusive of VAT.
- 6.2. Prices are invoiced at the rate applicable on the day of the written order confirmation, as referred to in Article 2.1., insofar as no increase in wages, social security costs, raw material and product prices, or transport costs have meanwhile increased the costs for EUCCHEM.
- 6.3. All possible taxes, costs and charges, for whatever reason, that arise with regard to the Goods during or after delivery are always borne by the Customer.

## 7. PAYMENT

- 7.1. All invoices are only payable at the registered office of EUCCHEM within 30 days of the invoice date, unless otherwise agreed and accepted in writing by EUCCHEM.
- 7.2. When paid by check or other commercial paper, payment is made only upon actual collection.
- 7.3. Payment terms are only allowed after explicit and written agreement from EUCCHEM. In this case, the agreed advances to be paid are due on the set due dates. EUCCHEM reserves the right to demand a bank guarantee before payment methods are granted.
- 7.4. Without prejudice to the application of Article 10, in the event of non-payment of an invoice on the due date, the amount of the invoice will be increased without prior notice with the interest on arrears in proportion to the statutory interest rate, increased by 3% per year up to the date of actual payment. In addition, the amount due will be increased legally and without any notice of default being required, with a fixed compensation of 15% of the invoice amount, with a minimum of EUR 65, regardless of any court and/or collection costs, including the totality of attorney's costs and fees.
- 7.5. Non-payment, even partial, entails the claimability of the non-due invoices without any formality or reminder.
- 7.6. In order to ensure the proper execution of his/her obligations, the Customer waives for the benefit of EUCCHEM all claims that he/she has or will have against third parties.

## 8. RESERVATION OF PROPERTY

- 8.1. Until full payment of the purchase price, EUCCHEM remains the owner of the Goods that are the subject of the current order form, wherever they are located, which is accepted by the Customer. EUCCHEM can exercise its ownership right and reclaim the Goods immediately after the expiry of the invoice, without further notice of default being required. Notwithstanding this retention of title, the Customer will bear the risk with regard to the Goods delivered. The Customer acknowledges that the unpaid Goods, which may already have been taken into use by the Customer, can only be resold or pledged to a third party with the prior written consent of EUCCHEM. Failing this consent, a compensation of 30% on the invoice price will be due.

## 9. FORCE MAJEURE

- 9.1. Force majeure gives EUCCHEM the right to proceed with total or partial termination of the agreement or order or to postpone its execution without any notice period or compensation.

## 10. SUSPENSION AND DISSOLUTION

- 10.1. The parties expressly accept that EUCCHEM is not held to any obligation or may suspend its obligations if the Customer does not fulfill its obligations, if changes are made to the order during execution or if the Customer fails to provide the required information, documents or accessories on time.
- 10.2. Notwithstanding the foregoing, EUCCHEM is entitled to terminate the agreement by registered letter legally and without prior notice of default and, if necessary, to claim the return of the Goods delivered, in accordance with Article 8:
  - in the event of bankruptcy, liquidation, or serious impairment of the creditworthiness of the Client, who agrees to inform EUCCHEM in writing in the aforementioned cases.
  - in case the Customer does not comply with his payment obligations, in accordance with article 7.The dissolution will then commence on the first day following the date of sending the registered letter, in which the dissolution is established.

## 11. GENERAL

- 11.1. These conditions can only be changed by a written agreement, duly signed by EUCCHEM and by the Customer.
- 11.2. The Customer undertakes to report any changes in his/her address and legal entity to EUCCHEM in writing without delay.
- 11.3. The nullity of any stipulation of these conditions will not affect the validity of the other stipulations of these conditions in any way and will not lead to the nullity of these stipulations.
- 11.4. The offer (including special conditions), the order form and the current terms & conditions represent the full agreement between the parties on the object of the order form and replace and nullify all previous oral and/or written agreements in this respect. The special conditions take precedence over the current general terms & conditions. In the event of a conflict, the Dutch version of the general terms & conditions/special conditions applies.
- 11.5. The Customer acknowledges that he has read these conditions and declares to accept all stipulations, conditions and prices.

## 12. APPLICABLE LAW & COMPETENCE

- 12.1. Only Belgian law applies to these terms & conditions and the legal consequences arising from them.
- 12.2. All disputes that the current terms & conditions could give rise to, fall under the exclusive jurisdiction of the courts of Flemish Brabant.