

## **GENERAL CONDITIONS OF SALE IMCD Benelux N.V.**

For each order the following conditions and stipulations are deemed to be fully accepted. These general conditions take priority over any purchase conditions of the customer.

Other conditions will only be opposable if they were accepted by us in writing.

### **Article 1 - Offers.**

1. All of our offers, in whatever form, with regard to price, quantity, delivery period and delivery possibility are made without engagement.

### **Article 2 - Prices.**

- 2.1. The goods are charged at the price which applies on the day of the shipment, unless fixed prices were agreed during a specific period.
- 2.2. Any increase in the duties or taxes, the wages, social security charges and raw materials, applied between the date of order and the date of implementation, is charged to the buyer. In this case, the definitive price is confirmed at the time of implementation.
- 2.3. The seller's scale is decisive, unless the buyer has the goods weighed at his expense in an authorised weigh station.
- 2.4. The accepted weight differences can amount to a maximum of 10%. The buyer declares himself ready to pay for the actually received weight.
- 2.5. The surcharge for an urgent shipment shall be borne by the buyer.

### **Article 3 - Delivery period and place.**

- 3.1. Samples or individual analyses as well as the analysis sheets which are given to the customer have only an indicative value.
- 3.2. The delivery period given applies only as an indication.
- 3.3. The delivery takes place ex warehouse, at the time the goods are made available.
- 3.4. In the event of any delay in the delivery, the buyer shall under no circumstances be entitled to compensation, nor be entitled to cancel the agreement.
- 3.5. Cases of force majeure such as serious frost, strikes, business interruptions due to technical malfunctions which impede the normal work in our installations or in those of our suppliers, temporarily release us from the delivery obligation.

### **Article 4 - Risk transfer.**

4. All risks which the goods incur shall be borne by the buyer as of the moment that the goods are placed at his disposal in our warehouses and/or plants, even if the transport is paid for by us, and this regardless of the reservation of title clause.

### **Article 5 - Reservation of title.**

- 5.1. All goods delivered by us remain, even if they are processed, our property until full payment of all our debt claims, as well as any balance in our favour deriving from earlier transactions. The goods can therefore be recovered at any time by IMCD Benelux N.V. during the entire title reservation period.
- 5.2. In the event of processing of the reserved goods, the buyer acts for the seller. The seller's reservation of title thus extends to the goods created as a result of the processing.
- 5.3. The buyer can nevertheless dispose of the goods under reservation of adequate guarantee. In the event of delivery of machines, the buyer undertakes to keep the counter-value of the goods we delivered "in cash" throughout the title reservation period.

### **Article 6 - Complaints upon receipt of the goods.**

- 6.1. The correctness of the delivery must be verified upon receipt by the buyer. Errors in the delivery must be mentioned on the delivery note and confirmed in writing to IMCD Benelux N.V. within 24 hours.
- 6.2. Other complaints must be sent to the registered office of IMCD Benelux N.V. immediately and at the latest 8 days after receipt of the goods by registered letter.  
IMCD Benelux N.V. may at most be obliged to replace the non-conforming delivered goods.
- 6.3. Processed goods are deemed to have been approved by the buyer.
- 6.4. Packagings and content of the non-conforming delivered goods must be kept by the buyer.
- 6.5. The delivered goods may only be shipped back after receiving prior written authorisation and shipping or other instructions from the seller, and within a period of 8 days. The goods remain for the account and risk of the buyer until they are once again safely transferred to the seller.
- 6.6. A complaint does not relieve the buyer from his payment obligation.

**Article 7 - Payments.**

- 7.1. All invoices are payable in cash and without discount at the registered office of IMCD Benelux N.V.
- 7.2. Payment by means of a bill of exchange does not constitute any novation.
- 7.3. As of the due date, any unpaid portion of our invoices bears ipso jure and without reminder a late-payment interest of 1% per month. In addition, the debtor, by application of article 1147 of the Civil Code, will be obliged to pay contractual damages which are established lump-sum and irreducibly at 10% of the outstanding balance, with a minimum of €124 per invoice.
- 7.4. IMCD Benelux N.V. reserves the right, in the event of non-payment of one or several invoices on the due date, or if the buyer ceases to be creditworthy, to suspend all deliveries and cancel the agreements yet to be executed to the disadvantage of the buyer. The buyer will not be able to claim any compensation for this.
- 7.5. In the event of non-payment of one or several invoices, all invoices, including those which are not yet due, become immediately exigible.
- 7.6. All invoices shall be regarded as having been accepted if they were not protested within eight days.

**Article 8 - Guarantee.**

- 8.1. The guarantee for latent defects of the products is limited to replacement of the merchandise. The compensation of the proven loss suffered by the buyer may under no circumstances exceed the amount of our sale price of the product used.
- 8.2. The guarantee for devices and machines is limited to that provided by the manufacturer. No other compensation or reimbursement of costs may be claimed from IMCD Benelux N.V.
- 8.3. The guarantee lapses ipso jure if the buyer himself performs repairs or transformations, or has such performed by third parties, without our written approval. The same applies if it is determined that the maintenance of the equipment is not performed in accordance with the prescriptions of the manufacturer and/or seller or if it is not used in accordance with the directions for use or the instructions given.
- 8.4. If chemical and technical advice as well as plans and diagrams are provided, whether in writing or orally, IMCD Benelux N.V. assumes only a best-efforts obligation, without guaranteeing any result. Such advice is thus to be regarded merely as guidelines for which no liability can be accepted by IMCD Benelux N.V. The buyer must test the goods himself.
- 8.5. If the buyer resells without processing, he acts at his own risk and without guarantee of continuity.

**Article 9 - Storage.**

- 9.1. IMCD Benelux N.V. is not liable for harm caused to goods that are stored in its warehouse and/or plants as of the moment that they were made available to the buyer.
- 9.2. If the goods, after being made available, continue to be stored in our warehouse for more than one month, storage costs shall be charged to the customer.

**Article 10 - Brand names.**

10. The buyer is not authorised to sell other products under the seller's brand name. Without the seller's authorisation he may also not use the seller's brand name on his own manufactured goods, products, etc.

**Article 11 - Jurisdiction.**

11. All disputes fall under the exclusive jurisdiction of the courts which are territorially competent for the district in which the registered office of IMCD Benelux N.V. is established.

**Article 12**

The Dutch text takes priority in the event of a difference of interpretation between the various texts. The Dutch or French translation of these general conditions of sale may be obtained on simple request.