I. General

These General Conditions of Sale and Delivery apply to all contracts with companies, public legal entities, shall be an integral part of the contract of purchase. Conflicting or deviating conditions of the Buyer are hereby excluded. The Seller shall not be liable unless the Seller has expressly accepted them in writing for a particular order.

II. Offers

1. The Seller's offers shall not be binding with respect to price, quantity, delivery time and availability.

2. The Buyer's orders shall become binding on the Seller upon receipt by the Buyer of the Seller's written confirmation to the effect that they are accepted in full.

III. Remuneration

1. The price quoted shall be the Seller's price effective at the time of delivery.

2. Should the Seller, in the interval between conclusion of the contract and delivery, effect a general price increase, the Buyer shall have the right to withdraw from the contract within two weeks of having been informed thereof, unless the price increase is exclusively due to an increase in freight rates. The right to withdraw shall not be available to the Buyer if it is caused by the Seller's continuing obligation.

3. Where payment has been agreed in a currency other than euros (EUR), the Seller reserves the right to reduce or increase the amount originally agreed so that, when translated into euros, the sum invoiced does not deviate from the excess or deficiency of the price increase.

4. The amount of the price per unit is to be calculated shall be ascertained by the dispatch department of the Seller's plant from which the goods are supplied unless the Buyer wishes these to be weighed, at his expense, by the railway authorities at the station of dispatch.

IV. Payment

1. The handing in of bills of exchange shall be subject to the Buyer's prior consent and shall not constitute payment. The maturity of bills shall not exceed 90 days from the invoice date. Discounting costs shall be charged to the Buyer. The Buyer's claims shall not be deemed to have been paid until the full amount has been cleared into one of the Seller's accounts.

2. Where the Seller has reason to doubt the Buyer's solvency or creditworthiness and the Buyer is not prepared to effect advance cash payment or provide the Seller with security as requested, the Seller reserves the right to make the delivery conditional on the receipt of a cash deposit, advance payment or security.

3. Payment shall not be deemed to have been effected until the amount has been cleared into one of the Seller's accounts.

4. The Seller reserves the right to use payments for the settlement of the invoices which have been outstanding longest, plus any interest on arrears and costs accrued thereon, in the following order, costs, interest, principal claim.

V. Force Majeure, Impediments to Performance

1. The Seller's offers shall not be binding with respect to price, quantity, delivery time and availability.

2. If the Buyer defaults on his obligations to the Seller, the Seller shall have the right, without granting a grace period, to withdraw from the contract and to demand immediate payment of all the Seller's claims which have incurred from the delivery date.

3. The Buyer shall only be held liable for defects if the defects have become manifest by the agreed date of delivery or by the agreed date of taking over the goods, or if the Buyer has acknowledged.

4. Acceptance of the returned goods shall not constitute cancellation of the contract unless the Seller has acknowledged.

5. The provision of packaging including tankers and tank containers by the Seller shall be subject to the Buyer's payment prior to delivery.

6. Where a product is specified as being for sale in a limited quantity, the right to withdraw from the contract shall be exercised if the Buyer uses the products, or parts of the products, for a purpose other than that for which they are intended.

7. If the Seller believes his claims to be at risk, the Buyer shall, at the Seller's request, inform his customers of the assignment of his claims to the Seller and supply the Seller with all necessary information and documents. Any acts of third parties aimed at seizing goods to which the Seller retains title or at appropriating claims assigning them to him shall be brought to the Seller's attention by the Buyer immediately.

8. If the value of the security provided to the Seller exceeds the value of the claims to be safeguarded by more than 20 percent, the Seller shall, at the Buyer's request, release security of its own choosing accordingly.

IX. Damages

1. Customers shall be indemnified by the Seller, - including those of a non-contractual nature - for any minor negligence breach of duty by the Seller, his managerial employees or other agents, unless such breach of the Seller's, his managerial employees or other agents concern a duty that is crucial for the object of the contract.

2. The Seller shall only be liable for defects which the Seller, on the basis of information available to him, has reason to doubt the Buyer's solvency or creditworthiness.

3. The above limitations shall not apply to damage resulting from death, injury or damage to health.

1. If the Seller shall not have assumed or continued to assume any liability for the following risks, or if the Seller shall not have assumed or continued to assume any liability for the following risks, the Seller's liability shall be limited to the

portion of the invoice value which covers the goods to which the Seller retains title. If the Buyer sells goods to which the Seller has co-ownership, the Buyer shall be liable in accordance with the co-ownership to the portion of the invoice value which corresponds to the Seller's co-ownership. If the Buyer uses goods to which the Seller retains title for the production or for any other purposes, the Buyer shall bear liability for the portion of the invoice value which corresponds to the Seller's title, unless the Buyer has accepted the conditions above for accepting these Conditions he assigns in advance his contractual claim on the third party to the Seller in order to provide him with security for his claim. As long as the Buyer has not complied with these Conditions, he may not claim from a resale or from contract processing himself. He shall not have the right to assign or pledge such claims as long as he has not complied with these Conditions.

2. If the Seller believes his claims to be at risk, the Buyer shall, at the Seller's request, inform his customers of the assignment of his claims to the Seller and supply the Seller with all necessary information and documents. Any acts of third parties aimed at seizing goods to which the Seller retains title or at appropriating claims assigning them to him shall be brought to the Seller's attention by the Buyer immediately.

3. If the value of the security provided to the Seller exceeds the value of the claims to be safeguarded by more than 20 percent, the Seller shall, at the Buyer's request, release security of its own choosing accordingly.

X. Notification of Defects

1. Notification of defects shall only be recognized if filed in writing within two weeks of receipt of the goods, together with supporting evidence, samples and packing slips, stating the invoice number and date, and the markings on the package.

2. Claims for defects shall be filed immediately upon discovery. The burden of proving that a defect is a hidden defect shall rest with the Buyer.

3. If the buyer disputes the condition of the goods, the Buyer shall, at the Seller's request, inform his customers of the assignment of his claims to the Seller and supply the Seller with all necessary information and documents. Any acts of third parties aimed at seizing goods to which the Seller retains title or at appropriating claims assigning them to him shall be brought to the Seller's attention by the Buyer immediately.

4. If the Seller shall not have assumed or continued to assume any liability for the following risks, the Seller's liability shall be limited to the

VIII. Withdrawal from the Contract

1. The Seller's offers shall not be binding with respect to price, quantity, delivery time and availability.

2. Where the Seller has reason to doubt the Buyer's solvency or creditworthiness and the Buyer is not prepared to effect advance cash payment or provide the Seller with security as requested, the Seller reserves the right to make the delivery conditional on the receipt of a cash deposit, advance payment or security.

3. Payment shall not be deemed to have been effected until the amount has been cleared into one of the Seller's accounts.

4. The Seller reserves the right to use payments for the settlement of the invoices which have been outstanding longest, plus any interest on arrears and costs accrued thereon, in the following order, costs, interest, principal claim.

V. Force Majeure, Impediments to Performance

1. The Seller reserves the right to withdraw from the contract in the event of the hindrance, supply and/or acceptance is delayed by more than eight weeks, either party shall have the right to cancel the contract. Claims for damages as defined in Section IX shall not be available to the above. Claims made by the Buyer due to expenses incurred as a result of rescheduling, in particular transport, travel, labor and material costs, shall be excluded where such expenses have been increased by the fact that the item was subsequently transported to a location other than the premises of the Seller or the Buyer, unless the goods were supplied for resale purposes in the Buyer's interest.

2. In the event of recourse to the guarantee by the Buyer following a successful claim against the lessor on the basis of the lessor's engagement to purchase all goods claimed within two years from the beginning of the statutory period of limitation. Compelling regulations governing the statutory period of limitation do not apply to any case of recourse in accordance with the regulations on the purchase of consumer goods shall remain unaffected. Section IX shall apply to any claim for damages.

3. The Buyer shall inform the Seller without delay of any case of recourse and shall provide the Seller with all necessary information and documents. Any acts of third parties aimed at seizing goods to which the Seller retains title or at appropriating claims assigning them to him shall be brought to the Seller's attention by the Buyer immediately.

4. If the value of the security provided to the Seller exceeds the value of the claims to be safeguarded by more than 20 percent, the Seller shall, at the Buyer's request, release security of its own choosing accordingly.

XII. Conditions of Sale and Delivery

1. The properties of the goods shall as a general rule only include the properties as stated in the product descriptions, specifications and labeling of the Seller. Public statements, claims or advertising shall not be taken as information on the properties of the item for sale.

2. Technical advice provided by the Seller verbally, in writing or by way of trials is given in good faith but without warranty, and this shall also apply where proprietary rights of third parties are involved. The Seller's technical advice shall not release the Buyer from the obligation to test the products supplied by the Seller as to their suitability for their intended use. The application, use and processing of the products are beyond the Seller's control and therefore entirely the Buyer's responsibility.

XIV. Trademarks

1. The Buyer shall not have the right to refer to the Seller's products when offering or supplying substitute products to third parties or, in price lists or similar business communications, to use the word "substitute", "substitute product", "alternative product", "substitute", "substituted", "alternative", "compatible" or any similar word or expression in conjunction with the Seller's protected or unprotected product or service designations or list these words in conjunction with the Seller's protected product or service designations.

2. The Buyer shall, when using the Seller's products for manufacturing purposes or when processing them into new products, the Buyer shall not have the right, without the Seller's prior written consent, to use the Seller's product designations or service designations as components of product designations or service designations which the Buyer shall not be deemed agreement to the use of this trademark for the products manufactured therewith.

XVIII. Application of Law, Interpretation of Trade Terms, etc.

1. Belgian law shall apply.


3. Belgian trade terms shall be interpreted in accordance with the Incoterms effective at the time.

4. Unless it has been agreed that the Seller pays the customs and import duties in the country of destination, any increases in the amount charged will become effective between the date of delivery or the date of taking over the goods by the Buyer, unless the Buyer is the Exporter, to whom the goods are to be delivered. The Seller shall not be deemed agreement to the use of this trademark for the products manufactured therewith.