

## GENERAL SALES CONDITIONS:

### 1. GENERAL CONDITIONS

Except otherwise contractually stipulated, all our sales contracts and/or price agreements are subject to the conditions underneath.

### 2. WEIGHT AND QUALITY

Acceptance of weight and quality will take place in seller's warehouse. The ascertained weights at loading are final. Only samples taken at loading are binding for analysis. Any complaint about visible characteristics shall have to be communicated at last within two working days from the date of reception and by registered letter (+ copy by mail). This delay will be brought to ten working-days if the deviation only can be detected by laboratory analysis.

### 3. PAYMENT

All goods delivered must be paid cash on the due date. In case of late payment, interest is due on the invoice amount in accordance with the interest rate charged by the Belgian banks for granting a credit account, with a minimum of 1% per month. A supplementary amount of 10% of the invoice total is due as a penalty, with a minimum of €250,00 - in accordance with the Art. 1226 and further of the Belgian Civil Commerce Code. Should any invoice remain unpaid on the due date, all invoices shall immediately become due for payment, regardless of their original date of maturity.

### 4. FORCE MAJEURE

If, in case of force majeure, it is impossible for the seller to deliver the goods, the delivery period will be extended by a period equal to the one during with force majeure prevented delivery. This period may not exceed 60 days. Beyond the period, the contract becomes cancelled. The seller shall notify the buyer immediately after force majeure occurs. At buyer's request, the seller must provide the evidence justifying force majeure. A delay in the delivery may not in any case lead to a cancellation of the order.

### 5. DUTIES, LEVIES AND TAXES

Any duties, levies and taxes imposed on the goods or raw materials between the date of sale and the date of delivery, will be for buyer's account. Withdrawals or reductions, during this period, will be for buyer's benefit.

### 6. COMPLAINTS

In order to be valid any complaint must be made in writing via our complaint document downloaded from the website, at latest within 5 days which follow the receipt of the goods per registered letter [+copy by mail].

### 7. CANCELLING OF CONTRACT

Should the buyer fail to honor his engagements, we may consider the contract cancelled and a letter sent by recorded delivery by us to the buyer shall be evidence of our exercise of this right. Such action shall not in any way limit or prejudice our other rights.

### 8. RIGHT TO SUSPEND CONTRACT

If in our opinion there is deterioration in the creditworthiness of the buyer on account of measures of judicial execution against the buyer and/or negative demonstrable events, we reserve the right to suspend all or part of any contracts in operation and to ask the buyer to provide such guarantees as we may deem proper to ensure the fulfillment by the buyer of his engagements under the contract. Such request may be made before or after the delivery of all or part of any order. Should the buyer fail to meet any reasonable demand for such a guarantee, we shall have the right to cancel all or part of any contracts in operation. Such action shall not in any way limit to prejudice our other rights for damages and interest.

### 9. PROPERTY OF THE GOODS

Until payment in full to us for the good, the goods shall remain our property. Notwithstanding the foregoing, the risk in the goods and all liability to third parties in respect thereof shall pass to the buyers on delivery.

### 10. SELLING OF THE GOODS

The buyer shall be entitled to transform the goods or to incorporate them in a new product or products. In that case we reserve to ourselves the legal and equitable title to the final product or products into which the goods are incorporated or mixed. The buyer shall store the final products separately and property of these products shall remain with us until full payment will have been made to us for the goods. The buyer may sell the goods in the normal course of his business but on condition that the buyer, in a fiduciary capacity as bailee of the goods, and for so long as he has not fully discharged his debt to us, shall hold and pursue claims for the proceeds of their sale equal to the price of the goods for and on behalf of us. The buyer shall fully pursue such claims and if necessary, shall recover the sums due by legal process. The buyer shall if so, required by us, allow us to conduct in the buyer's name legal proceedings in respect of the monies due on the sale of the goods. Any sums recovered by us because of such proceedings (including sums accepted by us in settlement thereof whether equal or not to the sum claimed) shall be applied to the payment of the monies due to us from the buyer and then to the reasonable costs incurred by us during such proceedings. Any balance remaining shall be paid to the buyer. Prior to the sale of goods, the buyer shall, so far as reasonably practicable, store the goods separately from the similar goods of the buyer, mark the goods as our property and shall not remove, obliterate or in any manner alter any label, mark, or other means we may have of identifying the goods.

### 11. DISPUTES

Disputes arising out of this contract shall be referred to the Courts of Antwerp or, at our discretion, to the Courts having jurisdiction at the buyer's domicile or any other legally competent court. Belgian law is applicable.