

#### **1. General**

- 1.1.** These general sales conditions apply to all quotes, order confirmations, invoices, commercial documents and agreements between the customer/buyer and Bodo Möller Chemie Benelux nv, which has registered offices at Vosseschijnstraat 40, Haven 140, 2030 Antwerp and is known under enterprise number BE 0808055827, ("Bodo Möller").
- 1.2.** These conditions can also be accessed on the website of Bodo Möller via the following link: [www.bm-chemie.be](http://www.bm-chemie.be).
- 1.3.** By placing an order at Bodo Möller, the customer/buyer will be deemed to have accepted these sales conditions. General conditions belonging to the customer/buyer, which may be called otherwise and deviate from the sales conditions of Bodo Möller, will not apply and cannot be enforced against Bodo Möller, unless Bodo Möller has explicitly accepted these conditions in writing prior to establishing a particular contract.
- 1.4.** If one of the provisions in these general sales conditions is deemed invalid by existing legislation or a court, because it has breached applicable legal restrictions, the provision in question will not automatically become void but it will simply be deemed that the customer/buyer and Bodo Möller have agreed to a provision that complies with the restrictions permitted by applicable legislation or the court, and provisions in the general conditions that breach these restrictions will be subsequently and automatically modified. In any case, any void provisions in these general sales conditions will not affect the other provisions.
- 1.5.** If these sales conditions have also been compiled in a language other than Dutch, priority will always be given to the Dutch text in the event of inconsistencies.

#### **2. Quotes Bodo Möller - Orders customer/buyer - Order confirmations Bodo Möller**

- 2.1** Quotes by Bodo Möller will only be binding towards the customer/buyer for the duration indicated by Bodo Möller (expiration date).
- 2.2** Orders from the customer/buyer, possibly after a quote by Bodo Möller, will also be confirmed by the latter via an order confirmation.
- 2.3** If there are differences between the order issued by the customer/buyer and the order confirmation of Bodo Möller, only the order confirmation of Bodo Möller will be binding. Bodo Möller can decide to not send the afore-mentioned order confirmation, without prejudicing the applicability of these sales conditions.

#### **3. Prices and price changes**

- 3.1** Mentioned prices exclude VAT and any other levies or taxes imposed by the government.
- 3.2** The mentioned prices can at all times be revised based on objective substantiated criteria that justify a price review, which includes prices changes that have been charged to Bodo Möller by suppliers, changes in the cost price of raw materials and product components, increases in salary costs, etc. Price changes will be reported to the customer/buyer 10 working days before they are due to come into effect.
- 3.3** Price changes will have no impact on any of the existing binding quotes and/or order confirmations of Bodo Möller.

#### **4. Delivery - delivery modalities and transfer of risk**

- 4.1** Delivery period: Unless agreed otherwise in writing by the parties, the indicated delivery periods are indicative and will not bind Bodo Möller. Potential delays in deliveries cannot result in compensation or termination of the agreement at the expense of Bodo Möller, unless in case of malicious intent or fraud on the part of Bodo Möller.
- 4.2** Place of delivery: Products will be delivered to the place specified in the order confirmation. The place of delivery will either be (1) the warehouses of Bodo Möller or (2) an off-site location (premises of customer/buyer or location specified by the customer/buyer).
- 4.3** In the absence of such written confirmation concerning the place of delivery, like the order confirmation of Bodo Möller, it will be deemed that the products must be delivered to the warehouses of Bodo Möller.
- 4.4** If delivery takes place to the warehouses of Bodo Möller, the customer/buyer must collect the products and confirm receipt within 2 working days of being requested to collect them by Bodo Möller. At the moment of receipt, the customer/buyer or his representative will be required to sign the consignment document to confirm receipt of the delivered products.
- 4.5** In case of off-site delivery, where the means of delivery has not been agreed in the order confirmation of Bodo Möller, Bodo Möller will be entitled to have transport carried out by a third-party transporter. If delivery takes place via a third-party transporter, the products will be transported at the expense and risk of the customer/buyer.
- 4.6** In case of off-site delivery, the customer/buyer will be required to confirm receipt of the products by signing the consignment document.
- 4.7** Delivered products will remain the property of Bodo Möller until the full purchase price, and all interest and costs, has been paid in full by the customer/buyer. Nonetheless, risks associated with the products will be transferred at the moment they are delivered to the warehouses of Bodo Möller or are entrusted to the transporter.

#### **5. Complaints – Liability - Guarantee**

##### **5.1 VISIBLE FAULTS AND NON-CONFORMITY**

The customer/buyer must immediately inspect the products upon receipt.

All complaints concerning visible faults or non-conformities, such as incorrect delivery, damaged products, incorrect quantities, etc., must be submitted in writing within 2 working days of delivery and before the delivered products have in any way been handled or used by the customer/buyer.

- 5.2 HIDDEN FAULTS AND HIDDEN NON-CONFORMITY** Complaints relating to hidden faults or hidden non-conformities must be submitted in writing to Bodo Möller within 8 working days of them being discovered, but certainly within 12 months of delivery. In any case, the customer/buyer must make sure that faulty products remain at the disposal of Bodo Möller.

In the event of timely and legitimate complaints concerning hidden non-conformities or hidden faults, it will only be possible for the customer/buyer to request a price reduction or to return the faulty products, without the customer/buyer being entitled to claim any form of compensation.

In any case, the guarantee obligation of Bodo Möller will always be limited to the guarantee issued by the manufacturer of the delivered products.

- 5.3** The liability of Bodo Möller towards the customer/buyer will always be restricted to the purchase price of the sold products, as mentioned on the invoice, and will explicitly exclude all indirect, special, incidental, punitive, consequential or product-related damage, such as - but not restricted to - transport costs, travel and accommodation costs, costs associated with (dis)assembly and/or (re-) installation, lost profits and business stagnation.

## **6. Price and payment**

- 6.1** Unless agreed otherwise in writing, the invoices of Bodo Möller can be settled in cash at its headquarters
- 6.2** The net amount on the invoice must be paid. Discounts for immediate payment must have been agreed in advance in writing. Bank and interest charges must be paid by the customer/buyer.
- 6.3** All objections concerning the invoices of Bodo Möller must be fully substantiated, and submitted in writing within 8 working days of the invoice date.
- 6.4** If the invoices of Bodo Möller are not paid by the expiration date, the customer/buyer will be legally bound - without any form of notification - to pay Bodo Möller a sum amounting to 10% of the outstanding invoice amount as compensation, with a minimum of €60.00. In addition, the customer/buyer will be legally bound, without any form of prior notification, to pay Bodo Möller late payment interest of 1% for each started month. Furthermore, all credit facilities afforded to the customer/buyer will be revoked and all other outstanding invoices will become immediately claimable.
- 6.5** Bodo Möller also retains the right to suspend further deliveries if the customer/buyer fails to comply with the agreed payment conditions.

## **7. Termination of agreement with Customer/Buyer**

- 7.1** In case of demonstrable insolvency, insufficient assets or (imminent) bankruptcy on the part of the customer/buyer, Bodo Möller will be entitled to ask the customer/buyer to pay for the supplied products in advance, or request sufficient personal or professional guarantees from the customer/buyer before Bodo Möller decides to make delivery. If the customer/buyer fails to do this, Bodo Möller will be entitled to terminate the agreement with the customer/buyer by way of simple written notification, without the customer/buyer being entitled to any form of compensation.
- 7.2** In case of force majeure, Bodo Möller will be entitled, without owing any form of compensation, to not execute complete agreements or certain parts of ongoing agreements, or to suspend their execution, after it has informed the customer/buyer of this decision in writing. Force majeure also includes strike actions, lock-out, war, mobilisation, blockages, uprising, epidemics, pandemics, fire, explosions, all causes that hinder normal and regular delivery by the suppliers of Bodo Möller, and all circumstances that result in an essential change in economic circumstances, as well as all similar events that could be experienced by Bodo Möller or its suppliers. If the period of force majeure lasts for more than 90 days after it was first reported to the customer/buyer, Bodo Möller will be entitled to regard ongoing agreements with the customer/buyer as definitively terminated due to force majeure, and will inform the customer/buyer of this in writing, with the latter not being entitled to claim compensation.

## **8. Applicable law and qualified courts**

- 8.1** All agreements between the customer/buyer and Bodo Möller, and any accompanying disputes, will be governed by Belgian law.
- 8.2** Only the Business Court of Antwerp, district Antwerp, will be qualified to settle potential disputes.