

Purchasing Terms and Conditions DEQUENNE CHIMIE SA

1. Description of the document and relationship with the terms and conditions of sale

These Purchasing Terms and Conditions apply to all orders from DEQUENNE CHIMIE SA (hereinafter referred to as: "the Purchaser"). As a determining prerequisite for orders, they exclude the application of the Seller's terms and conditions whenever they differ, even if the Purchaser has not rejected them. They can only be modified if specific changes are made by the Purchaser. If there are any differences, the Special Terms and Conditions will take precedence. The Contract with the Seller is made up of the order, its appendices specifying any technical specifications and the order confirmation. If one of the provisions of these terms and conditions is not invoked, this does not constitute a waiver of the provision in question.

2. Orders

No changes to the provisions of the contract are permitted without the express agreement of the parties. The Purchaser is released from their obligations following the order if the latter is not confirmed by the Seller within 48 hours or if the item ordered is not delivered within the agreed deadlines. As long as their order is not formally accepted by the Seller, the Purchaser is entitled to cancel or change it free of charge. The Seller is not allowed to change the order unless the Purchaser specifically agrees.

3. Financial terms

All orders are placed at fixed prices that cannot be revised, including the expected supplies and services and duties paid (DDP, incoterms 2010). This price does not include VAT. All other costs and taxes are the Seller's responsibility.

Unless otherwise stipulated when the order is placed, no deposit is paid on the order. In accordance with the regulations in force, invoices are sent to the Purchaser by the Seller after delivery, electronically only. They are addressed to the Purchaser and sent to the Accounts Department, unless otherwise specified.

The Purchaser reserves the right to refuse invoices and delivery for any goods that have not been the subject of an order drawn up in proper and good form.

Invoices are paid by bank transfer 60 days from the end of the month (due date calculated according to the effective delivery date, less any late-delivery penalties calculated in accordance with article 4). If the invoice is delivered to us after the 10th of the month following delivery, payment will be 30 days later.

Any complaint by the Seller about the amounts that the Purchaser might owe for any reason whatsoever must be sent by registered letter with delivery confirmation within twelve (12) months after the calendar year for which the amount is claimed. Failing this, the complaint will not be admissible.

The Purchaser is entitled to offset any amount owed to them by the Seller against any amount the Seller owes them, including within the context of another contract.

4. Deadlines

Failure to comply with delivery dates and locations, except in the event of *force majeure* (as defined by case law) proven by the Seller, automatically results in formal notice being sent to the Seller and the application of late-delivery penalties corresponding to 5% of the order total per day, calculated starting on the originally agreed delivery date. This is without prejudice to the Purchaser's right to claim for any damages, including in particular due to a delay or interruption to production. If the delay involves an interruption to production, the Seller will be liable for a minimum of 300 EUR per hour's interruption as compensation, with a minimum of 1,200 EUR.

5. Logistics

Nothing will be shipped until the Seller has drawn up a certificate confirming that the goods comply with the specifications in the order. If the latter specifies any particular tests, they must have been the subject of a report that will be attached to the abovementioned certificates or supporting documents.

Any item shipped to the Purchaser will be the subject of a shipping order. This shipping order will accompany the packages and inserted in the packaging. The certificates and reports on checks carried out by the Seller will also be included with the packaging.

The Seller will have sole responsibility for making sure that transport and packaging comply with the regulations in force, as well as for the product being transported, its loading, its shipping to any country and its unloading. The Seller will specifically inform the Purchaser in writing of any precautions that need to be taken when it comes to handling the products and their packaging.

6. Quality control

The word Receipt implies making sure that the quality and quantity of the goods comply with the order. Receipt takes place when the goods arrive at the Purchaser's premises or where the work is being carried out, if applicable at the premises of subcontractors. This check does not affect the obligations of the Seller, who remains fully responsible for the compliance of their supplies with the stipulations in the order, as well as its fulfilment in accordance with professional practices and the regulations in force. The Seller therefore undertakes to allow the Purchaser's representatives free access to the premises mentioned in the order so that they can carry out any checks, tests or other verification activities. The Purchaser reserves the right to accept or reject any excess quantities that might be delivered. If the goods supplied do not comply, the Purchaser may, if they wish, without the Seller being able to appeal against it, and at their expense, either demand a replacement of the non-compliant goods, or refuse delivery and replace them or have them replaced, or terminate the contract by registered letter with delivery confirmation, without prejudice to any damages owed to the Purchaser.

7. Transfer of ownership and risks – Retention of title

Ownership will be transferred when the goods are delivered to their destination. However, if the Purchaser has paid a deposit for the supplies, ownership will be transferred when the deposit is paid in relation to the corresponding raw materials and the proportion of the goods supplied which must be identified individually. The associated risks will be transferred when the Products are delivered.

Any retention of title clauses appearing in the Seller's or their subcontractors' documents are not binding on the Purchaser.

8. Guarantee

The Seller guarantees that the products will correspond to the agreed specifications and are free from defects. They guarantee the quality of the packaging, taking into account the nature of the products, and guarantee that they have complied with the standards of care and legal provisions in force, including in particular by providing all accurate certified technical information. Unless there is an exemption in the Special Terms and Conditions for particular orders, the guarantee period starts on the date of receipt and lasts for twelve months. During this period, the supplies will be guaranteed, regardless of the reason for their non-compliance (quality issue, operating fault etc.). If there is a fault, the guarantee will be extended for however long the supplies are not available; if all or some of the goods need to be replaced, the guarantee period for the faulty element will start from when it is replaced, for a period equal to the original guarantee period, subject to all the Purchaser's other rights and remedies. As well as this, in accordance with common law, beyond the contractual guarantee period, the Seller remains responsible for any hidden faults that the supplies may turn out to have.

At their own expense, the Seller must diligently resolve any fault in the goods/service, whatever it is, preferably by immediately replacing/making sure it is compliant. They must also resolve any known harmful consequences that these faults might cause to us, our Clients and/or partners. They will provide a full guarantee for us to this effect. If the Seller is unable to resolve these faults, the Purchaser reserves the right to have the necessary work carried out by a third party or order them from a third party, at the Seller's expense, without prejudice to the application of the termination clause and a claim for damages.

9. Traceability, health, safety and the environment, employment law

The materials and production methods used must respect the environment, employment legislation and standards applicable to the safety of workers, as well as provisions designed to ensure the safety of users and consumers. The Seller will respect human rights and undertakes not to employ children. The Seller

undertakes to comply with the Belgian and European provisions in force on these points. Merely by accepting the order, the Seller guarantees that they will respect all laws and standards relating to traceability, health, safety and the environment, in force on the days and at the locations of deliveries.

Whenever the order involves services to be carried out at one of the Purchaser's establishments, the Seller must take all measures in good time to satisfy legal and regulatory provisions relating to traceability, health, safety and the environment. On this point, the Seller must in particular – before any of their staff goes to the site – get in touch with the Safety Manager for the establishment in question, and make arrangements with them to implement the consultation procedure arising from the regulations. Compliance with the provisions of this article constitutes a key, determining condition of the Purchaser's order.

In particular, any supplies must comply with and respond to the requirements imposed by the legislation and regulations in force on the days and at the locations of deliveries. The Seller must provide a certificate for each order confirming that these goods comply with the regulations in force.

It will be the Seller's exclusive responsibility to check that the supplies comply with the abovementioned requirements, taking into account in particular the features of the product, which will be specified by the Purchaser.

Any change to the composition or preparation procedure for any supplies that has already been approved by the Purchaser must be communicated by the Seller and accepted in writing by the Purchaser before being implemented. Failure to respect this provision authorises the Purchaser to terminate the contract immediately due to the Seller's fault, without prejudice to the awarding of damages.

The documentation relating to the Products will be made available to the Purchaser by the Seller. The Seller will be able to use this documentation, reproduce it, copy it and pass it on to third parties, within the context of its industrial and commercial activities.

The Seller will provide all Product analysis certificates, indicating the batch number and the Purchaser's purchase order number.

10. Compliance

The Seller must comply with all obligations imposed by legal requirements relating to REACH, health, safety and wellbeing at work. The Purchaser has the right to carry out audits (or have them carried out) in order to make sure the Seller complies with the abovementioned standards. Any breach of the abovementioned provisions must be regarded as a material breach.

The Purchaser has the right at any time to inspect the Products to be delivered or have them inspected during production, processing and storage and after delivery, and the Seller must help the Purchaser with this. This inspection by the Buyer does not mean that the Products are regarded as having been delivered or accepted by the Purchaser. If the Purchaser fails to identify a fault in the Products during an inspection, this does not release the Seller from their responsibilities if a fault in the Products is detected subsequently.

11. Confidentiality

The Seller undertakes not to disclose any information, including that of a technical, commercial or financial nature, connected to their relationship or to the Purchaser without the prior written consent of the Purchaser. They undertake to obtain the same undertaking in writing from their subcontractors and Sellers.

12. Industrial and intellectual property rights

The service or order entrusted by the Purchaser to the Seller does not give the latter any rights to the trademarks, logos, distinctive signs or any other rights held by the Purchaser by virtue of industrial and commercial property.

The Seller will be responsible for the use, in their supplies, of any industrial and intellectual property rights and, more generally, any exclusive rights, as well as royalties, fees or claims relating to the use of these rights in the supplies, or caused by measures taken subsequently to maintain them in their condition. They must defend the Purchaser and hold them harmless in the event of any infringement of these industrial rights, and fully indemnify the Purchaser against any harm suffered by the latter in such circumstances. The Purchaser also retains any industrial property rights relating to the supplies if they contributed financially or took part in the completion of the study.

13. Subcontracting - Transfer

The Seller undertakes to provide the supplies and services ordered themselves. They can only subcontract all or part of the fulfilment of the order after receiving the Purchaser's written agreement, but under all circumstances will remain responsible, jointly and severally with the subcontractor, for the perfect fulfilment of the order both in relation to the Purchaser and third parties.

The Seller cannot transfer the contract to a third party without the express prior agreement of the Purchaser. The Purchaser can transfer the contract to a third party by notifying the Seller by registered letter with delivery confirmation.

14. Damages and insurance

The Seller undertakes to cover any physical, material damage or losses caused to the Purchaser, their representatives, their agents or third parties during the fulfilment of the order or resulting in any way from this fulfilment. They must take out an insurance policy with companies known to be solvent to cover the consequences of the obligations described above, as well as any damage that could occur until the point when the risks are transferred to the Purchaser. They will provide proof of this, including its validity, to the Purchaser. The Seller undertakes not to take any action against the Purchaser, their representatives or their agents for any damage arising during the fulfilment of the order, or resulting from this fulfilment, including in the event of theft, and they will fully guarantee the Purchaser, their representatives and their agents against any action taken in these same circumstances against them by a third party. The Seller undertakes to get confirmation from the insurance companies covering these risks that they will waive any right of recourse as subrogated to the rights of the Seller against the Purchaser, their representatives or their agents. The policies taken out by the Seller can in no way be regarded as limiting their obligations and responsibilities by virtue of the order.

15. Termination

The Purchaser reserves the right to terminate any order automatically if any of the clauses listed above has been breached, including in particular those relating to delivery deadlines and locations, technical and quality specifications and prices.

This termination will come into effect eight (8) days after a registered letter with delivery confirmation has been sent to the Seller informing them of the termination of the contractual relationship.

The Seller can automatically terminate any order if the Purchaser seriously and repeatedly fails to fulfil their main contractual obligation, namely paying for the order. Termination will come into effect fifteen (15) days after notice is sent by registered letter with delivery confirmation without a response.

Either party can terminate the contract without notice if the other party goes bankrupt or is known to be insolvent.

16. Disputes and MISCELLANEOUS

The order and its consequences will be governed by Belgian law. The language of the contract is French, which will always take precedence. If there are any discrepancies between the French text and the text in another language, the French version will take precedence.

The courts for the district in which the Purchaser's registered office is based will have exclusive jurisdiction for all disputes relating to the sale of supplies and to these terms and conditions, even if there is more than one defendant or there is a claim under the guarantee, and regardless of the payment means, including bank draft or other negotiable instruments. This jurisdiction is stipulated in the Purchaser's favour, and the latter reserves the right to refer to any other competent courts.