

GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1 - Scope of General Terms and Conditions of Sale (GTC)

1.1- All our contractual relations shall be subject solely to these general terms and conditions of sale. Except by the express written consent of the Vendor, exceptions arising from and/or clauses to the contrary in customers' general terms and conditions of purchase shall in no circumstances take precedence over these general terms and conditions of sale.

1.2- Our products are exclusively intended for professionals who acknowledge they have full knowledge of the risk inherent to their use.

1.3- Any express waiver on our part of one or more of the clauses specified in these general terms and conditions shall in no way affect the validity of the other clauses which shall remain applicable between the parties.

1.4- The act of issuing an instruction and/or placing an order shall be deemed to constitute full and unreserved acceptance by the Purchaser of these general terms and conditions of sale.

ARTICLE 2 - Orders

2.1- Sales contracts shall be fully constituted only once we accept the order by issuing an acknowledgement of receipt, in the form of our choosing, establishing the scope of the supply of products.

2.2- Orders may be comprised of distinct, successive and/or partial deliveries. All deliveries shall be deemed to constitute distinct sales, with any delay and/or defect with respect to a delivery having no effect on the other parts of the order.

ARTICLE 3 - Deliveries

3.1- Our deliveries shall take place as dictated by our availability. Except where expressly agreed otherwise, delivery times are indicative only and begin upon receipt of (proof of) payment. Considering the "ex-works" delivery, our company is not liable for any possible delays connected with transportation. Any delay shall not constitute grounds for the Purchaser cancelling their order, rejecting the products and/or making any claim for damages.

3.2- In the event of successive deliveries, defects, shortfalls and/or delays in delivery shall in no way affect other deliveries.

3.3- Except where otherwise agreed in writing, products are delivered "Ex-Works" as defined in Incoterms 2020.

ARTICLE 4 - Price

Prices shall be invoiced as per the order. For services under hour rate, the prices invoiced are according to the service vouchers.

Any change in tax and/or customs charges incumbent on the Vendor occurring subsequent to acceptance of the order shall entail a corresponding variation in the agreed price, with a written two-month advance notice. In the event of prices having been established on the basis of a given commodity price of raw materials or currencies used, variations of said prices shall in no circumstances provide grounds for cancelling the order. Except where otherwise specified, our prices are quoted before tax, net of all discounts, not including transport, packaging, import duties, customs fees and insurance premiums. All such charges shall be added to the total invoiced. Payments shall be made in the invoiced currency.

ARTICLE 5 - Weights and quantities

For all sales irrespective of destination, only the weights and quantities specified on shipping documentation (delivery slip, waybill, on-board bill of lading, etc) shall be taken into consideration when drawing up invoices.

ARTICLE 6 - Tolerances

A margin of tolerance of plus or minus 10% with respect to the order regarding quantities and/or weights delivered shall be observed, all such variations being faithfully reflected on the invoice.

ARTICLE 7 - Labelling and safety data sheets

7.1- Recommendation

The Purchaser undertakes to refer to and observe European regulations relating to the registration, evaluation, authorisation and restriction for chemical substances (EC Regulation 1907/2006 issued dated December 18, 2006 – hereinafter "REACH regulations").

7.2- Labelling

All our products shall be labelled and packaged in compliance with European regulations in force applicable to sales to professionals.

Consequently, acceptance of any offer on the part of our company shall be deemed to constitute acknowledgement by the Purchaser of our observance of these regulations, particularly if the Purchaser wishes to repack the products. To optimise safety and security, the Purchaser undertakes to preserve labelling until the time of use. In the assumption the Purchaser wishes to resell our products to the general public, it is up to it to check if this is possible, on account of their compositions and to put them in conformity with applicable regulations, in particular for labelling, packaging and marking. In addition, any relabelling, under another denomination or reference cannot be done without our written agreement. The Purchaser shall protect the Vendor against any actions or claims in this respect.

7.3- Safety data sheets (hereinafter "SDS")

In accordance with the REACH regulations the SDS are forwarded to the Purchaser.

The Purchaser undertakes to observe all recommendations set out in said SDS (Safety Data Sheets). It takes into account the risk connected with products.

ARTICLE 8 - Product carriage

Product carriage is required to be in compliance with European regulations in force relating to the transport of hazardous materials. Consequently, the Purchaser shall ensure that the carriage of products observes said regulations. When the Purchaser organises the carriage of products abroad, it must send the Vendor all signed proofs of delivery as well as, within the required deadlines, all the documents referred to in article 45 bis of EU Regulation no. 282/2011

ARTICLE 9 - Disputes

9.1- Any dispute (other than disputes addressed to the Transport Company, which shall be made in accordance with the provisions of article 10) regarding quantities delivered and/or their conformity to the order shall be set out in writing within eight days following the Ex-Works delivery of products.

9.2- Queries with respect to quality shall also be set out and detailed in writing within this time period. If no reservation is expressed within this time period, firm and final acceptance of delivery shall be deemed to have taken place.

9.3- In the event of a properly formulated and supported query, we shall be entitled to choose either to exchange the products or recover them at invoice prices, with no other compensation of any nature whatsoever payable. No return of products shall take place except by our prior consent.

ARTICLE 10 - Transfer of risk

10.1- Transfer of risk relating to products (loss, damage, defects, etc) is made upon the delivery "Ex-Works". This applies to all sales, irrespective of their country of destination and irrespective of the sales and/or carriage procedures, since delivery of all products is Ex-Works.

10.2- Products are transported at the sole risk of the Purchaser. This extends to transport operations, insurance, customs and handling. Consequently, the Purchaser is responsible for inspecting shipments on arrival and making any claim necessary against the transport company where applicable. In the event of missing and/or damaged goods (damage, breakage, destruction, loss, etc) and/or delay, the recipient shall be responsible for expressing all reservations they deem appropriate to the transport company responsible, within the time and in the format required by law, after which time, no claim of any nature may be made against the latter.

10.3- For export sales to which Incoterms apply, Incoterms rules in force shall be applied at the moment of the sale. Except where otherwise agreed in writing, sales shall be deemed to be completed Ex-Works as this term is defined in Incoterms 2020.

ARTICLE 11 - Retention of Title

11.1- The parties hereby expressly agree that the products delivered shall only become the definitive property of the Purchaser after full and final payment of the price and accessories.

11.2- Consequently, the Vendor may, with no other notice necessary, require the Purchaser to return products which have not been paid for within the agreed time period.

11.3- The Purchaser undertakes not to remove packaging and/or labelling from existing products held in stock by them for which payment has not yet been made, and to insure these at their own expense against all risks of loss and damage.

Products in the possession of the Purchaser are assumed not to have been paid for.

Consequently, we are entitled to recover these, without prejudice to any subsequent claim for damages on the basis of failure to pay all or part of the price.

11.4- The Vendor is entitled to make a claim on Products sold subject to a retention of title clause provided that these still exist in kind as part of the assets of the debtor at such time as receivership, bankruptcy or any other equivalent proceedings are begun.

By placing an order with the Vendor, the Purchaser subscribes unreservedly to this clause.

ARTICLE 12 - Terms and conditions of payment - Penalties

12.1- The Purchaser transmits to the Vendor a VAT Identification Number and guarantees its validity.

12.2- Unless otherwise agreed in writing, payment terms will be as follows: For products and services (in flat rate), cash payment on order. For services under hour rate, one (or more in agreement with the customer) corresponding to 2/3 of the estimated amount deposit in the form of an invoice, will be sent. A detailed final invoice will close the service. These are also payable in cash.

12.3- Our invoices are payable on receipt of invoice, in full and in a single payment. Payment is deemed to have been made at the registered office of our company and on the date on which our bank account is credited. The Vendor is entitled to offset any sums owed by the Purchaser which remain outstanding against any sums owed by the Vendor to the Purchaser. In the event of a delay in payment, a late payment penalty shall be due calculated on the basis of the rate equal to three times the statutory rate of interest. Also, a fixed amount of forty euros shall be invoiced for collection fees and the Vendor may claim an additional indemnity upon proof if the amount of collection cost is higher. Failure to pay any sum due by the deadline will lead to an immediate demand for all outstanding sums, regardless of the payment method.

12.4- Furthermore, for other sales underway at the time of any such delay and/or default in payment, the Vendor reserves the right to suspend or cancel any such sales by right, at its choice, after notifying the Purchaser. Any sale which is cancelled in whole or in part shall entail a compensation payment due to the Vendor for a sum not exceeding the value of the sale.

ARTICLE 13 - Guarantees - Liability

13.1- Our products are subject to REACH Regulations. We exclude any responsibility as regards the suitability of our products for the specific use. The Purchaser bears the risks resulting from the use of our products alone or in combination with others. Consequently, the Purchaser is required to carry out any tests it deems necessary. It agrees to undertake to apply the conditions for use and risk management measures specified on the product SDS and/or carry out a chemical safety assessment for any use which does not fall within the conditions described in said SDS.

Furthermore, if need be, the Purchaser undertakes to inform its customers of all hazards relating to the products and their use, by means of SDS.

13.2- The Purchaser takes all useful precautions considering the nature of the products and undertakes to take out the required insurance policy to cover the risks connected with their use.

13.3- In no event our company may be held liable for the consequences of wrongful use or any use which is not consistent with due caution and best industry practice, considering the nature of products and dangers they may present for the environment and health, in particular in the event of their accidental dispersion; this also applies to handling, storage and shipping of the products sold.

ARTICLE 14 - Force Majeure

In the event of occurrence of a force majeure event, these obligations shall be suspended as long as the force majeure case lasts. Beyond six months, the sales and orders shall be cancelled by right.

ARTICLE 15 - Applicable law, attribution of jurisdiction

15.1- Any disagreement with respect to or resulting from the interpretation, execution or cancellation of these General Terms and Conditions of Sale and/or a sale shall be governed by Luxembourgish law and the provisions of the Vienna Convention on the International Sale of Products dated 11 April 1980.

15.2- In the event of any dispute whatsoever with respect to or resulting from the interpretation, execution or cancellation of these General Terms and Conditions of Sale and/or an order or a sale, Courts of the Grand Duchy of Luxembourg shall have sole jurisdiction to hear any petition (by a main plaintiff, co-defendant or third party), including in the event of multiple defendants and/or the inclusion of third parties.