

GENERAL CONDITIONS OF SALES

ART 1. Application of General Conditions of Sale (G.C.S.)

When placing any order with Sotecna S.A., hereafter "the Seller", the buyer accepts these G.C.S. without qualification and in their entirety to the exclusion of any other document, including brochures or catalogues issued by the Seller as indicative only. No special condition shall, unless expressly accepted in writing by the Seller prevail over the G.C.S. Any clause to the contrary proposed by the buyer shall not therefore, unless expressly agreed, be binding on the Seller, irrespective of when the Seller knew of that clause.

ART 2. Offers

Unless stipulated otherwise, the Seller's offers shall be understood non inclusive of packaging costs, delivery fees and VAT.

ART 3. Orders

Orders placed directly to the Seller or through his agents or representatives shall not become final and binding until they are confirmed in writing by the Seller. These G.C.S., the order accepted by the Seller in writing and any document issued by the Seller relating to the subject of the order shall constitute the contract. Any modification or cancellation of the order requested by the buyer shall be subject to the Seller's express agreement. Any such request by the buyer may only be taken into consideration if it reaches the Seller no later than seven (7) days before shipment of the goods. After this period, the order will be deemed valid and will have to be paid by the buyer.

ART 4. Price

If exceptional circumstances affect the economic balance of the contract between acceptance of the order and the delivery, obliging the Seller to increase its prices and/or modify its payment conditions, the Seller shall notify the buyer, who will then be able to terminate the contract in writing within seven (7) days starting from the notification. If the buyer fails to do so, the new conditions shall apply automatically to the contract. Except as indicated in writing by the Seller, payments shall be made net without any discount at thirty (30) days from the date of invoicing.

ART 5. Delivery

Deliveries will be made depending on the Seller's availability. Unless otherwise agreed in writing, the Seller's delivery dates shall be purely indicative. The buyer shall not be entitled to use any late delivery as a justification for canceling the sale, rejecting the goods or claiming any compensation. If the buyer, after formal notice, fails to take delivery of the goods, the Seller shall be entitled without prejudice to any claim for damages to enforce the contract or consider it to have been automatically terminated, with any advance payment forfeited for the benefit of the Seller. Where deliveries are in installments, the failure in whole or in part of any one delivery shall have no effect on other deliveries.

ART 6. Transfer of Risk

The risk in the goods, and particularly those risks inherent in their carriage, shall pass to the buyer immediately upon their delivery. Delivery shall take place, for all sales whatever their destination (France or other countries) at the time the goods are handed over or leave the Seller's factories or warehouses, irrespective of any terms of sale or payment of the costs of carriage. However, for orders which refer to INCOTERMS, the rules of the INCOTERMS prevailing at the time of the sale, shall apply. It is the buyer's responsibility to take all necessary steps to ensure that his rights are safeguarded with respect to the carrier of the goods by making his reservations within the time periods and terms specified by the rules governing such matters.

ART 7. Receipt - Complaints

The Seller warrants that the quality of the products is exclusively consistent with the technical specifications drawn up by the Seller, excluding any other warranty and/or liability.

a/ The weight and measures of the goods at the moment of dispatch will attest to the quantities delivered. The quantitative tolerance of the delivery shall be plus or minus ten per cent (+/-10%) calculated on the number of units mentioned in the order.

b/ Without prejudice to any actions to be taken against the carrier, complaints made regarding visible defects or any non-conformity of the delivered goods compared to the ordered goods or with the delivery documentation, must be lodged in writing upon receipt of the goods and in any event within eight (8) days of receipt at the latest. The buyer shall provide the Seller with all evidence regarding defects or anomalies reported. The buyer shall permit the Seller all means to ascertain the defects and to find a solution. The buyer shall not intervene, nor have any third party intervene in this process.

c/ If the buyer fails to check the quality of the goods within eight (8) days of their receipt, or having checked the goods, the buyer uses the goods or sells the goods to a third party, the Seller will have no liability for any loss whatsoever resulting from their use by the buyer or the third party.

d/ If the goods are not used for a purpose or in accordance with a process normally intended for goods of the same kind, no claim will be admissible. The buyer must absolutely comply with the regulations or instructions applicable for the goods whose characteristics require precautions to be taken during use or storage

e/ Once the buyer has sent his complaint to the Seller within the specified time, and provided that the Seller's liability has been established, the Seller shall at his convenience either replace or refund the cost of any goods which he has acknowledged as non-conforming or affected by a visible defect, to the exclusion of all other indemnities and/or damages. Where applicable, upon the Seller's request the buyer must return to the Seller the goods which have been replaced or refunded.

f/ Complaints do not discharge the buyer from his obligation to pay the price according to the contract terms irrespective of whether the complaint is justified

ART 8. Packaging

a/ Packaging lent by the Seller: this shall remain the property of the Seller. It is solely intended for the goods sold. The buyer, the user or the bailee shall be liable for all and any accident which might occur as a result of this packaging. It shall be returned to the Seller in good condition and within the time specified by the Seller. If the packaging is not returned within the stipulated time, or is destroyed or deteriorates, the Seller will be entitled, without any prior formal notice, to invoice the buyer for the cost of its replacement, in which case the buyer shall become the owner of the replaced packaging, or the cost of restoring the packaging to its original condition and also to claim from the buyer an indemnity for loss suffered as a result of the failure of the buyer to comply with the above provisions.

b/ Transferred Packaging: When ownership of the packaging has been transferred to the buyer, he shall remove all references to the previous owner and shall not use such packaging for any purpose other than that for which it was originally intended.

c/ Retested Packaging: when packaging is subject to retesting in accordance with a frequency set by regulations (the buyer declaring that he is aware of the same) the last testing date is marked on the packaging. The Seller will have no liability for any accidents arising from this packaging, whether empty of full, where it has been transferred to the buyer or not returned to the Seller before the date of the next test.

d/ Packaging Supplied by the Buyer: the buyer shall be responsible for the choice and the quality of the packaging that is intended to receive the goods. The buyer shall supply packaging which conforms to the regulations then in force.

ART 9. Retention of Title

The Seller reserves title to the goods until payment in full of the price and of all incidentals. The risk in the goods shall however pass to the buyer upon delivery, as defined in Article 5 above. Consequently, in a case of late or non-payment, whether in whole or in part, the Seller reserves the right to require, on first demand and without prior formal notice, the delivered goods to be returned to it, wherever they are located. Goods stored at the premises of the buyer (in warehouses, depots, etc.) will be deemed to be the subject of the unpaid invoices. The buyer shall therefore not grant any rights to third parties that might limit the exercise of the provisions of this condition. All costs of returning the goods to the Seller's premises will be borne by the buyer. If the buyer becomes insolvent he must (I) notify the Seller within 24 hours and (II) immediately cease selling any goods which are not yet his property. The buyer must also comply with his obligations as bailee. The buyer shall therefore be required to pay the price of the goods if they disappear, whether accidentally or otherwise. The buyer undertakes not to remove packaging or labels from goods stored in his inventory and which are unpaid. The above provisions shall apply without prejudice to any claim for damages for total or partial failure to pay the price of the goods.

ART 10. Non-Payment

a/ Non-payment of any invoice shall be considered a fundamental breach by the buyer entitling the Seller to suspend any further delivery or to consider the contract terminated immediately by reason of the buyer's default without prejudice to any claim for damages. Similarly, where payment is agreed to be deferred and the buyer does not pay punctually or makes a complaint for a batch already delivered, the Seller may revoke such payment term and require advance payment for the subsequent deliveries or contracts. Should the buyer not meet such demand, the Seller shall be entitled to terminate the contract by reason of the buyer's default without prejudice to any claim for damages. Penalties for delay are due automatically without formal notice and without prejudice to any damages from the day following the payment date indicated on the invoice should any sums be paid after such payment date. The interest rate will be equal to the rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points.

b/ In the event the financial standing of the buyer constitutes a justifiable cause for concern, (reduced solvency/credit, modification of its legal or financial situation), the Seller reserves the right to request payment in cash or prior to delivery in respect of current orders, to cancel outstanding orders or require guarantees for the due fulfilment of the commitments undertaken.

c/ Where goods in any order or by agreement are delivered in installments, the invoices relating to each delivery shall be payable by their respective due dates, and shall not be postponed until all the goods of the order of contract have been delivered.

ART 11. Liability limitation

The total liability of the Seller for all claims of any kind arising from or related to the formation, performance or breach of the contract with the buyer, shall not exceed the (i) contract price, or (ii) if buyer places multiple order(s), the price of each particular order for all claims arising from or related to that order. The Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages. The Seller shall not be liable for advice or assistance that is not required for the work scope under the contract. If the buyer is supplying the goods to a third party, or using the goods at a facility owned by a third party, the buyer shall either (i) indemnify and defend the Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this article, or (ii) require that the third party agree, for the benefit of and enforceable by the Seller, to be bound by all the limitations included in this article. The limitations in this article shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

ART 12. Force Majeure

The following shall be considered herein as events of force majeure constituting cause for the cancellation or suspension of the Seller's contractual obligations, without any right of recourse for the buyer: accidents affecting the manufacture or storage of the products, total or partial interruption of supplies of raw materials or energy, particularly default by carriers, fire, flooding, breakdown of machinery, total or partial strikes, administrative decisions, acts attributed to third parties, war and all and any external occurrences likely to delay or prevent the performance of the Seller's obligation or to render such performance economically exorbitant.

ART 13. Governing law and Jurisdiction

Any nullity of a clause of these general terms and conditions shall not alter the validity of the other clauses. These General Conditions of Sale and any related contract shall be governed by the Belgian Law excluding the United Nations Convention on the international sale of goods of April 11, 1980 and the rules of Belgian international private law. All disputes arising between the parties to this contract shall be submitted to the courts having jurisdiction where the Seller's registered office is located. If legal proceedings are commenced against the buyer by any third party in another court, the buyer waives all rights to invoke any guarantee against the Seller before this court.

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