

**GENERAL TERMS and CONDITIONS OF SALE OF ALLNEX**  
**(legal entity as further identified in the order confirmation, hereinafter, "ALLNEX")**

**1. GENERAL**

- 1.1 These general terms and conditions (hereinafter: "GTC") apply to any offers by, orders to or any other form of agreement with ALLNEX for the sale of products (hereinafter: "Goods").
- 1.2 The applicability of terms and conditions of the other party (hereinafter: "Customer") is hereby expressly excluded.
- 1.3 Provisions that deviate from these GTC can be invoked by the Customer only if and to the extent that these provisions are accepted by authorized representatives of ALLNEX in writing.

**2. OFFERS, ORDERS AND AGREEMENTS**

- 2.1 ALLNEX offers are non-binding.
- 2.2 Customer's acceptance of offers and orders are irrevocable.
- 2.3 ALLNEX is only bound when it has accepted an offer in writing.
- 2.4 ALLNEX reserves the right to (i) reject any cancellation or change to an accepted order or to (ii) charge cancellation fees.

**3. PRICE**

- 3.1 Prices set by or agreed to with ALLNEX are exclusive of V.A.T. They are valid for Carriage Paid To (CPT) as referred to in the most recent version of the INCOTERMS on the date of conclusion of the agreement.
- 3.2 The price of Goods is the price valid at the time of shipment of the Goods.

**4. DELIVERY PERIOD AND DELIVERY**

- 4.1 All shipment and delivery dates are indicative dates only.
- 4.2 The delivery period starts after the conclusion of the agreement, only if ALLNEX has received all data to be provided by the Customer and (if appropriate) after advance payment or security for payment has been received.
- 4.3 Failure to deliver within an agreed or stipulated delivery period does not entitle the Customer to any damages or to non-fulfilment by it of any of its own obligations arising from the agreement.
- 4.4 ALLNEX has the right to deliver partially and/or via an affiliate.
- 4.5 If the Customer communicates annual purchase forecast, ALLNEX shall not be obliged to deliver, in any month, any quantity of Goods in excess of 10% of the Customer's communicated annual forecast, subject always to the availability of Goods. ALLNEX reserves the right to allocate available Goods amongst its Customers.

**5. TRANSPORTATION AND EQUIPMENT**

- 5.1 If ALLNEX arranges for transport, it is entitled to solely determine the mode thereof.
- 5.2 ALLNEX is only obliged to cooperate in filling or loading containers, tankers, trucks and/or other means of transportation equipment arranged for by the Customer, if these are in a ready-to-fill position, if they comply with ALLNEX and Government safety specifications, and if all instructions by ALLNEX with respect to loading are followed without delay.
- 5.3 ALLNEX's returnable semi bulk containers and (other) equipment of ALLNEX put at the Customer disposal should be used and returned in conformity with ALLNEX's instructions. In the absence of an agreed date of return, ALLNEX' equipment shall be returned as soon as possible after its use.

**6. RISK, TITLE, INTELLECTUAL PROPERTY**

- 6.1 Risk of loss of the Goods shall be transferred to the Customer upon delivery to the carrier or when ALLNEX has delivered, whichever comes first.
- 6.2 Title to the Goods is transferred to the Customer when the Good are fully paid, both the principal amount and any incidental charges.
- 6.3 In case the Customer incorporates or transforms the Goods into another product prior to the full settlement of that which is owed to ALLNEX under article 6.2., Customer assigns herewith to ALLNEX title to the other product resulting from such incorporation or transformation, in proportion to ALLNEX's Goods incorporated or transformed.
- 6.4 In case the Customer sells the Goods or a product into which the Goods have been incorporated and/or transformed prior to the full settlement of that which is owed to ALLNEX under article 6.2., the Customer assigns herewith to ALLNEX any receivables and claims in relation to the sale of the Goods or the product into which the Goods have been incorporated or transformed.
- 6.5 The industrial and intellectual property rights to or associated with the Goods delivered remain with ALLNEX or third parties entitled thereto, and are never transferred to the Customer.
- 6.6 The Customer shall not market, sell or trade any Goods under ALLNEX's trademark without ALLNEX's prior written permission.

**7. INSPECTION, ACCEPTANCE**

- 7.1 The Customer is obliged to take physical acceptance of the Goods at the agreed location at the time of arrival at their delivery.  
All costs of ALLNEX associated with a failure to take acceptance are for the account of the Customer, costs of transport and storage included.
- 7.2 The Customer is obliged to inspect the Goods with respect to any difference to invoice description (weight, quantity), apparent defect and/or transport damage (hereinafter: "Visible Defects") at the time of physical acceptance and no later than 5 calendar days after their delivery.
- 7.3 Claims with respect to Visible Defects should be notified to ALLNEX in writing, documented and confirmed. If no reservations or comments is received within

that delay, the delivery of the Goods shall be considered as complete and in good condition.

- 7.4 In case of a justified complaint, ALLNEX, at its sole discretion, shall, either arrange for an additional delivery either credit the Customer in proportion to the extent of the shortage. ALLNEX shall have no further liability than the above obligations.

**8. FORCE MAJEURE**

- 8.1 ALLNEX is entitled to suspend the agreement for force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including natural disasters, epidemics, war, mobilisation, revolution, site or building blockades, strikes, specific work interruptions or work-to-rule slowdowns and lockout, transport interruptions, shortage of raw materials or energy, delay in the provision to ALLNEX of Goods or services ordered from third parties, accidents and interruptions of business operations.
- 8.2 If the force majeure lasts longer than four (4) weeks, ALLNEX and the Customer are authorized to rescind the non-feasible parts of the agreement by a written declaration.

**9. WARRANTY**

- 9.1 ALLNEX warrants conformity of its Goods with ALLNEX's own sales specifications. NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR AGAINST INFRINGEMENT OR OTHERWISE, IS MADE AS TO THE GOODS SOLD OR ANY INSTRUCTIONS OR TECHNICAL ADVICE PROVIDED. ALLNEX's liability for Goods in breach of the above warranty ("Defective Goods") is limited to one of the following, at ALLNEX's discretion: redeliver at no cost or credit the Customer as far as reasonable in whole or in part for the invoice value of the Defective Goods.
- 9.2 Claims with respect to Defective Goods must be made within 14 days after their appearance and no later than 12 months after their delivery, on penalty of loss of any warranty.
- 9.3 Any right to a warranty lapses if:
  - a. directions given by ALLNEX for storage are not followed exactly;
  - b. Goods are used improperly or not in conformity with the agreed to or usual purpose.
  - c. the Customer has not fulfilled any of its obligations towards ALLNEX arising from the underlying agreement, or has not fulfilled them adequately or on time.

**10. LIABILITY**

- 10.1 ALLNEX is never obliged to pay damages except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of ALLNEX. ALLNEX's liability for indirect damage is, however, at all times excluded (i.e. consequential loss, non-material damage, economic loss including any loss of income or opportunities, commercial loss, disruption of business, loss of turnover or profit, loss of customers, loss of potential business, shortfall, operating loss, reputation ...).
- 10.2 In all cases in which ALLNEX is obliged to pay damages, these will never be higher than the invoice value of the Goods delivered in connection with the caused damage.
- 10.3 Any claim toward ALLNEX, except those recognized by ALLNEX, lapses after a period of 12 months from the time the event leading to the claim took place.
- 10.4 The Customer will hold harmless and indemnify ALLNEX, its employees and independent contractors brought in by it for the implementation of the agreement for each claim by third parties in connection with the implementation by ALLNEX of the agreement, insofar as those claims are greater than or different from those to which the Customer is entitled from ALLNEX.

**11. PAYMENT AND SECURITY**

- 11.1 Payment must take place within 30 days after the invoice date unless agreed otherwise. ALLNEX has however at all times the right to claim full or partial payment in advance, and/or otherwise to obtain security for payment. All payments shall be net of bank charges and without deduction, withholding or setoff.
- 11.2 The Customer waives any right to set off amounts charged by and between parties. Warranty claims do not suspend the payment obligations of the Customer.
- 11.3 If the Customer does not pay any amount it owes pursuant to the foregoing, it is in default without notice. As soon as the Customer is in default on any payment, all ALLNEX's remaining claims on the Customer become due, and the Customer is immediately in default without notice with respect to those claims. As from the day on which the Customer is in default, he owes ALLNEX late interest of 1% per month or part of a month during which the default continues.

**12. SUSPENSION, RESCISSION**

- 12.1 If the Customer does not fulfil one or more of its obligations, does not fulfil them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as when its assets are attached in whole or in part, ALLNEX has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice of default, by written declaration, at its option and always without prejudice to any rights to compensation for costs, damage and interest.

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12.2 In case applicable laws or regulations and, in particular Export Restrictions, (as defined under art.15.3) prohibit the sale and/or delivery of the Goods, ALLNEX may rescind the agreement in whole or in part, without prior notice, by written declaration without liability of compensation for costs, damage or interest.

**13. DISPUTES AND APPLICABLE LAW**

13.1 All disputes existing between parties shall be heard exclusively by the competent Court of the registered seat of ALLNEX.

13.2 These GTC are subject to the law of the country in which ALLNEX has its registered seat, to the exclusion of the application of the UN Convention of Contracts for the International Sale of Goods.

13.3 All judicial and extra judicial costs of ALLNEX incurred in connection with the collection of any claim on the Customer are for the account of the Customer. The extra judicial costs are deemed to amount to at least 15% of the claimed amount.

**14. SEVERABILITY**

In case one or more provisions of these GTC would be invalid or unenforceable, the invalid or unenforceable part or provisions shall be replaced by a provision which accomplishes, to the extent possible, the original intent of such part or provision in a valid and enforceable manner.

**15. COMPLIANCE**

15.1 Ethics. ALLNEX encourages Customer to run its business and perform its obligations under the agreement compliant with ALLNEX's values and standards set forth in ALLNEX's Code of Conduct (as updated from time to time), which can be found on [www.allnex.com](http://www.allnex.com).

15.2 Compliance. Customer shall comply with all applicable laws related to the import, transportation, storage, handling, distribution, disposal, labelling, promotion and sale of the Goods, including obtaining any applicable import licenses. Customer undertakes to comply and shall cause its business partners to comply with any applicable law and regulation relating to (i) the fight against corruption (both in the public and the private sector); (ii) human rights; (iii) the protection of the environment.

15.3 a. Export control. Customer represents and warrants that it is fully aware of and shall comply with all national and international (re-)export control laws and regulations ("Export Restrictions"). Any use or transfer of Goods must be in compliance with the Export Restrictions. Should Customer fail to comply with the provisions of this article, ALLNEX may, without prejudice to any other rights or remedies it may have under these GTC or at law, terminate the agreement with immediate effect. Customer shall defend, indemnify and hold ALLNEX harmless from and against any claims, damages, losses, penalties, costs and expenses arising out or in connection with a breach by Customer and/or its business partners of the provisions of this article.

b. No-Russia/No-Belarus. The Customer shall not sell, export or re-export, directly or indirectly, to persons in Russia or in Belarus or for use in Russia or in Belarus any Goods that are subject to export restrictions under the Council Regulation (EU) No 833/2014 or the Council Regulation (EC) No 765/2006 as amended at the time of delivery and shall undertake its best efforts to prevent third parties down the commercial chain from providing these Goods to, or for use in, Russia or Belarus. If the Customer breaches this obligation, at least negligently, this shall entitle ALLNEX to immediately cease further deliveries to the Customer and to terminate current purchase and supply contracts at any time, insofar as these have not yet been fully performed. In this case, a previous warning letter to be issued before the termination notice shall not be required. The statutory right of both parties to terminate this contract for good cause shall remain unaffected.

c. Information obligation: The Customer is obliged upon request by ALLNEX to provide ALLNEX with information and evidence of compliance with Export Restrictions and especially with his obligation according to article 15.3.b of this GTC.

15.4 Personal data: Customer undertakes to inform its employees that their personal data may be collected and processed by ALLNEX. The employees' data will be used by ALLNEX, other companies of the ALLNEX group and its service providers for the purpose of managing orders, monitoring customer/prospect relationships and managing sales and promotional activities. The data involved by this processing are first name, surname, title and contact information of Customer's employees. These personal data will be kept for the duration of the agreement and will thereafter be archived in accordance with applicable regulation. Only ALLNEX's duly authorized employees will have access to such personal data. Such data may be transferred to third parties for the limited purpose of providing the services under the agreement. In accordance with applicable law, Customer's employees have the right to access their personal data, to have them rectified, to request their deletion and to object to their processing or to request the limitation of the processing. They can exercise these rights by addressing their request to [dataprotection@allnex.com](mailto:dataprotection@allnex.com). Where appropriate, Customer's employees also have the right to file a claim in relation with the use of their personal data by contacting the competent data protection authority.

15.5 REACH. In the event that REACH *Regulation No 1907/2006 of the European Parliament and the Council (REACH)* or an equivalent chemical substance regulations issued by other countries applies and if Customer makes a new use

known to ALLNEX according to Art. 37.2 of REACH (or its equivalent in the revised regulation) in order to extend the scope of registration of the Goods, its chemical elements and/or its compounds as well as each mixture or solution supplied as defined by Art. 3 paragraphs 1) and 2) REACH, it shall be responsible for providing all information and data which are necessary for the update of the registration and bear any related additional costs.

**16. CONFIDENTIALITY**

Customer undertakes to treat any and all commercial or technical information or documents, quotes and any and all samples entrusted to it by ALLNEX as confidential and not to disclose them to third parties or reproduce them without ALLNEX' prior written consent.