

GENERAL TERMS and CONDITIONS APPLICABLE TO THE SALE AND DELIVERY OF PRODUCTS
BY ALLNEX (legal entity further identified in the order acknowledgement/delivery
documents/invoice) HEREAFTER : ALLNEX

1 GENERAL

- 1.1 Legal relations ("Contract") between ALLNEX and the party for whom the Goods is supplied to ("Customer") shall be solely governed by these General Conditions ("GC") which set out the terms and conditions applicable for all offers by and all orders to ALLNEX for the sale and delivery by ALLNEX of products (hereafter "Goods") and such other written agreements as entered into between ALLNEX and the Customer.
- 1.2 The Customer's general terms and conditions shall apply only if expressly accepted by ALLNEX in writing. The scope, specifications, quality and terms and conditions related to the Products shall be solely determined by the Contract. The GC shall form an integral part of the Contract.
- 1.3 In the event of any inconsistency or variance between the provisions of the documents forming part of the Contract, the terms and conditions shall take precedence in the following order of priority :
- (a) any written agreement accepted by both parties to override any provisions contained in the documents listed below;
 - (b) quotation/offers/purchase order confirmations issued by ALLNEX ("Quotation") including its attachments, annexes or appendices;
 - (c) Special or Specific Conditions, if any;
 - (d) the GC.

2 OFFERS, ORDERS AND AGREEMENTS

- 2.1 All Quotations from ALLNEX are non-binding.
- 2.2 Orders and acceptance of Quotation by the Customer are irrevocable.
- 2.3 ALLNEX is only bound when it has accepted an offer in writing. Verbal commitments or agreements by or with its personnel do not bind ALLNEX except and insofar as ALLNEX confirms these in writing. Acceptance of offer is subject to the successful completion of credit assessment by ALLNEX on the Customer.
- 2.4 Any changes to any Contract must also be in writing.

3 PRICE

- 3.1 Prices set by or agreed to with ALLNEX are exclusive of any Value Added Tax and/or Sales and Services Tax, if applicable. They are valid for Carriage Paid To (CPT) as referred to in the INCOTERMS 2000 unless otherwise agreed.

4 DELIVERY PERIOD AND DELIVERY

- 4.1 The delivery period starts after the conclusion of the Contract, and after ALLNEX has received on time from the Customer all required data and documentation, such as necessary permits and approvals, and (if appropriate) after advance payment has been received by ALLNEX or security for payment has been put at its disposal.
- 4.2 Delivery periods are estimated delivery periods only. Failure to deliver within an agreed or stipulated delivery period does not entitle the Customer to any damages, or affect the non-fulfilment by the Customer of any of its own obligations arising from the Contract. The Customer is, however, entitled to rescind the Contract by written declaration if, and insofar as after a failure to deliver within an agreed delivery period, ALLNEX still fails to deliver the agreed upon Goods within a reasonable period stipulated by the Customer in writing.

4.3 Delivery periods will be extended by the amount of time that the implementation of the Contract is delayed by an event of “force majeure” more particularly described in Clause 8 of the GC. . They will also be extended by the time that the Customer is late in the fulfillment of any obligation that is agreed to or could reasonably be expected by ALLNEX.

4.4 ALLNEX has the right to deliver in parts and/or through an affiliate. Each partial delivery will be deemed a separate delivery with respect to the applicability of the GC.

5 TRANSPORTATION AND EQUIPMENT

5.1 In all cases where ALLNEX arranges for transport, it is entitled to solely determine the mode thereof.

5.2 ALLNEX is only obliged to co-operate 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’s disposal should be used in conformity with ALLNEX’s instructions and returned to ALLNEX in conformity with any expressed agreement between parties or, in the absence of an agreed date of return, as soon as possible after the agreed or intended use thereof.

5.4 Goods containers must not be reused for food, water, agricultural, pharmaceutical or cosmetic purposes.

6 RISK, TITLE, INTELLECTUAL PROPERTY

6.1 Risk of Loss of the goods shall transfer to the Customer upon delivery to the carrier or when ALLNEX has complied with its delivery obligations whichever comes first.

6.2.1 Title to the Goods shall remain vested in ALLNEX and shall not pass to Customer until the purchase price for the Goods has been paid in full and received by ALLNEX . Until title to the Goods passes:

- 1.The Customer shall store or mark the Goods in a manner reasonably satisfactory to ALLNEX indicating that title to the Goods remains vested in ALLNEX; and
- 2.The Customer shall insure the Goods to their full replacement value, and arrange for ALLNEX to be noted on the policy of insurance as the loss payee.

6.2.2 In the event that the Customer is in default under clause 11.2

- 1.ALLNEX shall have authority to retake, sell or otherwise deal with and/or dispose of all or any part of the Goods;
- 2.ALLNEX and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the Goods or any part are stored, or upon which ALLNEX reasonably believes them to be kept;

6.3 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.

6.4 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.

All costs of ALLNEX associated with a failure by the Customer to take acceptance of the Goods are for the account of the Customer, including costs of transport and storage.

7.2 The Customer is obliged to inspect the Goods with respect to weight, quantity and noticeable defects immediately at the time of physical acceptance.

7.3 Claims with respect to immediately noticeable defects should be notified to ALLNEX in accordance with Article 9 and ALLNEX’s obligations are as described in that Article.

- 7.4 Claims with respect to shortages (weight, quantity) should be notified to ALLNEX in writing within 14 days after physical acceptance of the Goods. In the case of a justified complaint made in a timely fashion ALLNEX shall, at the option of the Customer, either arrange for an additional delivery or credit the Customer in proportion to the extent of the shortage. With respect to shortages, ALLNEX shall have no further liability than the above obligations.

8 FORCE MAJEURE

- 8.1 ALLNEX is entitled to invoke force majeure if the implementation of the Contract is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including natural disasters, epidemics, war, mobilization, 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 In the case of force majeure affecting ALLNEX, its obligations are suspended. If the force majeure lasts longer than four weeks. ALLNEX and the Customer are both authorized to rescind the non-feasible parts of the Contract by a written declaration, without prejudice to the provision of Article 12.

9 WARRANTY

- 9.1 ALLNEX warrants conformity of its goods with ALLNEX's own specifications. NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF FITNESS FOR USE OR MERCHANTABILITY OR AGAINST INFRINGEMENT OR OTHERWISE, IS MADE AS TO THE GOODS SOLD OR ANY INSTRUCTIONS OR TECHNICAL ADVICE PROVIDED. In case of defects for which claims are submitted in a timely fashion, ALLNEX will at its own option either redeliver at no cost or credit the Customer as far as reasonable in whole or in part for the invoice value of the Goods in question.
- 9.2 With respect to immediately noticeable defects, the Customer must submit a claim no later than 14 days after physical acceptance of the Goods. The Customer shall not be entitled to claim from ALLNEX penalty of loss of use or profits
- 9.3 Claims with respect to defects other than defects referred to in clause 9.2 must be made by the Customer no later than 14 days after their appearance. The Customer shall not be entitled to claim from ALLNEX penalty of loss of use or profits or consequential loss or indirect loss or damage.
- 9.4 Any right to a warranty lapses if:
- directions given by ALLNEX for storage are not followed exactly;
 - Goods are used improperly or not in conformity with the agreed to or usual purpose.
 - the Customer has not fulfilled any of its obligations towards ALLNEX arising from the Contracts, or has not fulfilled them adequately or on time.
- 9.5 ALLNEX's liability in connection with any defects in the Goods is limited to its obligations under the warranty described in the previous paragraphs.

10 LIABILITY

- 10.1 ALLNEX is never obliged to pay damages to the Customer or the end users except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of ALLNEX. ALLNEX's liability for loss of profits, consequential or indirect damage is however, at all times excluded.
- 10.2 In all cases in which ALLNEX is obliged to pay damages, the damages will never be higher than the invoice value of the Goods delivered whereby or in connection with which the damage was caused.
- 10.3 Any claim toward ALLNEX, except those recognized by ALLNEX, lapses after a period of 12 months from the time the claim arose.

- 10.4 ALLNEX's employees, or independent contractors brought in by ALLNEX for the implementation of the Contract, can, toward the Customer, invoke all means of defence afforded by the Contract as if they themselves were party to the Contract or part thereof.
- 10.5 The Customer will hold harmless and indemnify ALLNEX, its employees and independent contractors brought in by it for the implementation of the Contract for each claim by third parties in connection with the implementation by ALLNEX of the Contract.

11 PAYMENT AND SECURITY

- 11.1 Payment must take place within 30 days from 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.
- 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 to ALLNEX pursuant to the foregoing paragraphs, 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 shall become immediately 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, the Customer shall be liable to pay ALLNEX late interest of 1% per month on the amount due from the due date of the payment until the date the full amount due and payable by the Customer to ALLNEX is paid.

12 SUSPENSION, RESCISSION

- 12.1 If the Customer :
- (a) does not fulfil one or more of its obligations, does not fulfil them on time or adequately
 - (b) if an individual, is declared a bankrupt or voluntarily files a petition in bankruptcy,
 - (c) if a corporation, is wound-up by a court of competent jurisdiction or voluntarily resolves to wind-up,
 - (d) has an encumbrancer take possession of, or a receiver is appointed over any of the property of the Customer or when its assets are attached in whole or in part ;
 - (e) ceases, or threatens to cease, to carry on its business;
 - (f) requests (temporary) moratorium,
- ALLNEX has the right and at its option to suspend the implementation of the Contract or to rescind the Contract in whole or in part, without prior notice of default or, always without prejudice to any right to claim from the Customer for compensation for costs, damages and interest. All outstanding payments to ALLNEX shall be paid by the Customer to ALLNEX within fourteen (14) days from the date of termination of the Contract.
- 12.2 The Customer is authorized to rescind only in the cases referred to in Articles 4.2 and 8.2 of the GC, and then only after payment to ALLNEX of all amounts owed to ALLNEX at that time, whether or not due.

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 the ALLNEX entity that has confirmed the order, unless ALLNEX prefers another competent forum.
- 13.2 All Contracts between ALLNEX and its Customer are subject to the law of the country in which the ALLNEX entity that has confirmed the order has its registered seat.
The application of the UN Convention of Contracts for the International Sale of Goods is excluded.
- 13.3 All costs or expenses of ALLNEX (including judicial costs & lawyers' fees) incurred in connection with the collection of any claim on the customer are for the account of the customer.

14 SEVERABILITY

In case one or more provisions of these terms and conditions would be held invalid or unenforceable, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original intent of such part or provision in a valid and enforceable manner. Failing such replacement, ALLNEX shall have the option to cancel the entire transaction or to proceed based on the other provisions which remain valid.

15 OTHER

- (a) The Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreement related to the Contract, written or oral.
- (b) No terms or provisions herein shall survive the expiry or termination of the Contract unless expressly provided in the Contract.
- (c) No waiver by ALLNEX of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions. If ALLNEX delays or chooses not to enforce its right under this Contract, this shall not affect its right to do so at a later date.
- (d) Any notice required or permitted to be given by either party (“Sending Party”) to the other (“Receiving Party”) shall be in writing and signed by the authorized representative of the Sending Party addressed to the Receiving Party at its registered office or principal place of business or such other address as may have been notified earlier. Notices shall be delivered by hand, prepaid registered post or facsimile and shall be deemed to have been served:
 - (i) if by hand, at time of delivery;
 - (ii) if by prepaid registered post, three (3) working days after posting;
 - (iii) if by facsimile, on the date printed on the facsimile transmission report produced by the Sending Party’s machine;
 - (iv) if by email, two (2) hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives and automated message that the email has not been delivered.
- (e) This Contract shall be binding on each other’s estates, heirs, executors, successors-in-title and permitted assigns.