1. GENERAL
1.1 These terms and conditions apply to all offers by and all orders to ALLNEX for the sale and delivery by ALLNEX of products (hereafter: Goods), and to all agreements with ALLNEX with respect hereto.
1.2 The applicability of terms and conditions of the other party or customer (hereafter: Customer) of ALLNEX is hereby expressly excluded.
1.3 Provisions that deviate from these terms and conditions can be invoked by the Customer only if and to the extent that these provisions are accepted by ALLNEX in writing.

2. OFFERS, ORDERS AND AGREEMENTS
2.1 All offers from ALLNEX are non-binding.
2.2 Orders and acceptance of offers by the Customer are irrevocable.
2.3 ALLNEX is only bound when it has accepted an offer in writing or has begun implementation. ALLNEX is moreover only bound by what was accepted in writing. Verbal commitments or agreements by or with its personnel do not bind ALLNEX except and insofar as ALLNEX confirms these in writing.
2.4 These conditions apply to changes to the agreement as they do to separate agreements.

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. All shipment and delivery dates are estimated dates only.

4. DELIVERY PERIOD AND DELIVERY
4.1 The delivery period starts after the conclusion of the agreement, and after ALLNEX has received all data to be provided by the Customer and (if applicable) after advance payment has been received by ALLNEX or security for payment has been put at its disposal.
4.2 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. The Customer is, however, entitled to rescind the agreement 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 agreement is delayed by force majeure. They will also be extended by the time that the Customer is later in the fulfilment of any obligation than 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 these conditions.
4.5 ALLNEX shall not be obliged to deliver, in any month, any quantity of Goods in excess of 10% of the Customer's forecasted annual purchase volume for the Goods made known to ALLNEX or, in the absence of a forecasted annual purchase volume, 10% of the historical purchase volume of the Customer over the last six months subject always to the availability of Goods and ALLNEX reserves the right to allocate available Goods amongst its Customers.

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 disposal should be used in conformity with ALLNEX’s instructions and returned to ALLNEX in conformity with any express agreement between parties or, in the absence of an agreed date of return, as soon as possible after the agreed or intended use thereof.

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 whenever comes first.
6.2 All Goods sold and delivered by ALLNEX remain the property of ALLNEX until such time as the Customer has paid in full all that which is owed to ALLNEX in connection with the underlying agreement and/or earlier or later agreements of the same nature, including damages, costs and interest. At such time Customer will receive good title to all such Goods free from any lien or encumbrance.
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 Seller 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. 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 weight, quantity and immediately noticeable defects 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. 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 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 In the case of force majeure on the part of 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 agreement 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 sales specifications. ALLNEX’S 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. In case of defects for
which claims are submitted in a timely fashion, it 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 within 14
days after delivery of the Goods, on penalty of loss of any warranty
entitlement towards ALLNEX

9.3 Claims with respect to other defects must be made within 14
days after their appearance, on penalty of loss of any warranty
entitlement towards ALLNEX.

9.4 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.

9.5 ALLNEX’s liability in connection with any defects in Goods it
delivers is limited to its obligations under the warranty
mentioned in the previous paragraphs.

9.6 Customer and Seller acknowledge that the Goods may be
subject to import, export and sanctions laws and regulations,
as amended from time to time, including without limitation
those of the United States of America, the European Union
and the jurisdictions in which Seller and Buyer are
established or from which the Goods may be supplied, and
any use or transfer of the Goods must be in compliance with
all applicable laws and regulations. Customer and Seller will
not use, distribute, transfer, or transmit the Goods (even if
incorporated into other products) except in compliance with
all applicable laws and regulations. Upon Seller’s request
Customer agrees to sign written assurances and other
export-related documents as may be required to comply with
all applicable laws and regulations.

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.

10.2 In all cases in which ALLNEX is obliged to pay damages,
these will never be higher than, at its option, either the
invoice value of the Goods delivered whereby or in
connection with which the damage was caused, or, if the
damage is covered by an insurance policy of ALLNEX’s, the
amount that is actually paid out by the insurer with respect
thereto.

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 agreement, can,
toward the Customer, invoke all means of defence afforded
by the agreement as if they themselves were party to that
agreement.

10.5 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.

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 fulfill one or more of its obligations,
do not fulfill 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.

12.2 In case applicable laws or regulations 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 for costs, damage or
interest.

12.3 The Customer is authorized to rescind only in the cases
referred to in Articles 4.2 and 8.2 of these conditions, 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 agreements between ALLNEX and its Customer are
subject to the law of the country in which the ALLNEX entity
has confirmed the order has its registered seat.

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 claim amount.

14. SEVERABILITY

In case one or more provisions of these terms and condition
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. 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. REACH

In the event that REACH Regulation No 1907/2006 of the
European Parliament and the Council (REACH) applies and
if Customer makes a new use known to ALLNEX according
to Art. 37.2 of REACH 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.

30.03.2020