

GENERAL TERMS AND CONDITIONS OF PURCHASE AND SALE

1. The present general terms and conditions apply to all contractual relationships between EUROSEALINGS NV (hereafter called ES) and its customers and suppliers (hereafter called the contracting party). With its (written) acceptance of an order from ES or a delivery by ES, the contracting party irrevocably accepts the applicability of the present terms and conditions and waives the application of its own general terms and conditions.

2. All rates, technical information, indications of weight and dimensions, and generally all specifications communicated by ES are merely indicative and do not bind ES – unless agreed otherwise. The acceptance of an order by ES is always subject to stock availability. If it becomes apparent further to or following an order that ES cannot deliver the ordered product quantity, ES will inform the contracting party in writing, without this being grounds for the cancellation of the order as far as the available part is concerned or for payment of any compensation by ES.

3. The goods and services provided by ES are invoiced at the prices and conditions that apply on the signing date of the agreement. Any taxes or duties on ES' prices are always at the contracting party's expense. If one or more cost price factors (such as import or export duties on raw materials) undergo a price increase after the date of the agreement, ES has the right to proportionally increase the agreed price of the goods it must deliver.

4. Delivery periods provided by ES are merely indicative. Under no circumstances can any exceedance of these periods cause the dissolution of the purchase agreement or a compensation. ES expressly reserves the right to make partial deliveries. Under no circumstances can the partial delivery of an order justify a refusal to pay for the already delivered goods. On the other hand, in the event of non-compliant or defective deliveries to it, ES reserves the right to immediately offset the related costs and compensation with the contracting party's invoice. The goods delivered by the contracting party to ES must always have a market-compliant packaging, without the contracting party being able to claim any additional fee from ES.

5. Any request by ES concerning the delivery of goods to ES is merely an inquiry – barring a definitive written order confirmation.

6. In the event of reasonable doubt about the contracting party's solvency, including (but not limited to) non-payment or late payment of invoices, ES reserves the right to request an advance payment prior to delivery, or to request security. Failing this, ES has the right to terminate the agreement by operation of law.

7. If the contracting party fails to fulfil one or more obligations, such as a timely (full or partial) payment of invoices or a late delivery, or in the event of protest of a negotiable instrument, seizure, or a request for any protective measure (Business Continuity Act), (filing for) bankruptcy, suspension of payment, liquidation, or any other fact indicating or possibly resulting in the contracting party's insolvency, ES reserves the right to terminate the agreement by operation of law, without any prior notice of default. In that case, ES has the right to reclaim or keep any advance payment by way of compensation, without prejudice to its right to prove and claim a higher compensation.

8. Deliveries made by ES must be paid in cash and in full upon delivery, unless agreed otherwise in writing. In the event of (full or partial) non-payment or late payment on the invoice expiry date, all amounts that are not yet due will become owed by the contracting party by operation of law, without any prior notice of default. In that case, ES reserves the right to suspend further deliveries until the date of full payment, without any prior notice of default and without this being grounds for any compensation.

9. In the event of non-payment (or late-payment) of a full or partial invoice from ES on its expiry date, by operation of law the contracting party will owe post-maturity interests at a rate of 12%, for each calendar month already started, without any prior notice of default. In addition, the contracting party will then owe a fixed compensation of 15% of the outstanding invoice amount with a minimum of 500 EUR, without prejudice to ES' right to prove and claim a higher compensation.

10. The contracting party receiving goods from ES will check their compliance immediately after having received said goods. Any complaints must be made by means of a registered letter to ES within eight days of the delivery. The use or resale, of even a part of the delivered goods, will irrevocably imply their approval and acceptance.

11. In the event of a defective or non-compliant delivery by the contracting party to ES, including non-compliance with international, European, national or regional laws or rules that apply to these goods/deliveries, and including any infringements upon (intellectual) property rights, the contracting party will indemnify ES against any resulting damage, including claims from customers or third parties, costs concerning the recall of deliveries made by ES, loss of reputation, legal assistance costs, etc.

12. As far as anything that is not a part of ES' own manufacturing is concerned, the duration and extent of ES' warranty will always be limited to the warranty ES itself can enjoy from the manufacturer or its supplier. Barring a binding legal provision to the contrary, ES' warranty is limited to the replacement of the goods within a reasonable period deemed necessary by ES, or the crediting of the invoice, at ES' discretion. The contracting party irrevocably waives the application of articles 1143 and 1144 of the Civil Code. Any replacement or return costs, including shipping costs, customs costs and the like will always be at the contracting party's expense. The application of this warranty will never be grounds for compensation. In any case, ES' liability is limited to the price of the specific goods in question, effectively paid by the contracting party. The contracting party expressly waives any claim for indirect damage and consequential damage, its right to the compensatory non-fulfilment of its own obligations and debt set-off.

13. Unless agreed otherwise between the parties, ES is not considered to know (or take into account) the specific (technical) use the contracting party will make of the goods delivered by ES.

14. The contracting party undertakes to always keep confidential any information it receives from ES within the scope of its commercial relationship with ES and not to disclose it to third parties, unless it is obliged to do so by a competent court or after ES' written permission.

15. By operation of law ES is released from executing the production/delivery agreement in the event of force majeure in the broadest legal and factual sense. Among other things, force majeure is understood to mean the situation in which the execution of the agreement by ES, either entirely or partially, either temporarily or otherwise, is prevented by circumstances beyond ES' control, even if foreseeable by ES. The following are considered force majeure (non-exhaustive enumeration): stock exhaustion, delays or (full or partial) failure to make deliveries by ES' suppliers, loss of goods due to accidents, machine breakage, strike or lock-out, fire, riot, war, epidemic, flood/low water level, and other climatic problems, or generally circumstances that make the delivery or transport of the ordered product temporarily or permanently impossible, high absenteeism, electrical, IT, internet or telecommunication faults, decisions or interventions by public authorities (including the refusal or cancellation of a permit or licence), fuel shortage, errors or delays due to third parties, etc. In addition, ES cannot be held liable for the (partial) non-fulfilment of its obligations in the event of changed (economic or other) circumstances which ES could not reasonably foresee when signing the agreement and which significantly complicate or make the execution of the sales agreement impossible.

16. Insofar as a clause of the present general terms and conditions would be invalid, it will be replaced with a valid clause approximating the invalid clause.

17. Under no circumstances can the non-application of one or more provisions of the present general terms and conditions of sale by ES be considered a renunciation of this application or these conditions.

18. All agreements to which the present general terms and conditions apply, as well as any other resulting agreements, will be governed by the laws of the contracting party's country of residence or by Belgian laws, depending on ES' sole choice. The application of the Vienna Sales Convention of April 11, 1980 is expressly ruled out. Any disputes between the parties concerning agreements governed by the present general terms and conditions, will be exclusively settled by the Court of the contracting party's place of residence or the Courts of Antwerp (Belgium), depending on ES' sole choice.

FR : LA TRADUCTION DES CONDITIONS GÉNÉRALES DE VENTES EST DISPONIBLE SUR NOTRE WEBSITE

D : DIE ÜBERSETZUNG DER ALLGEMEINEN VERKAUFSBEDINGUNGEN IST AUF UNSERER WEBSITE VERFÜGBAR.

IT : LA TRADUZIONE DELLE NOSTRE CONDIZIONI GENERALI DI VENDITA È DISPONIBILE SUL NOSTRO SITO WEB

ESP : LA TRADUCCIÓN DE LAS CONDICIONES GENERALES DE VENTA ESTÁ DISPONIBLE EN NUESTRA PÁGINA WEB

POR : A TRADUÇÃO DAS CONDIÇÕES GERAIS ESTÁ DISPONÍVEL NO NOSSO WEBSITE

ENG: THE TRANSLATION OF OUR GENERAL TERMS AND CONDITIONS OF SALE IS AVAILABLE ON OUR WEBSITE

WWW.EUROSEALINGS.BE