



General terms and conditions of sale Caldic Benelux N.V.

1 Application

These general terms and conditions are always fully applicable to every contractual relationship between Caldic Benelux N.V. (“**Caldic**”) and the buyer, unless parties expressly agreed otherwise in writing.

2 Offers and order confirmations

2.1 All offers and price indications shall be given without committing Caldic and are non-binding whatsoever.

2.2 Samples are only sent for informative purposes.

2.3 Caldic is only committed by approved written order confirmations.

2.4 An order may only be cancelled or substantially changed in writing and a cancellation or change is only valid after express written acceptance by Caldic. In that case the buyer shall pay lump-sum damages amounting to 20% of the amount of the sale or the cancelled part of the agreement, depending on the case and on the understanding that Caldic reserves the right to claim the damage actually suffered.

3 Prices

3.1 Unless expressly agreed otherwise, prices are mentioned excluding VAT and based on the price-defining elements which are known at that moment. Caldic reserves the right to adjust the prices of goods not yet delivered and/or not yet paid to any changes in the price-defining elements, such as (non-exhaustive) prices of raw materials, rates of exchange, government levies, etc.

3.2 Customs duties or value added taxes, current or future, shall be paid by the Buyer. Any change in these taxes or customs fees in the period between the confirmation of the order and the date of the invoice are entirely borne by the Buyer.

3.3 Caldic only handles a minimum order of 500,00 EUR (excl. VAT). With every order below 500,00 EUR an administrative and lump-sum handling cost of 100,00 EUR will be charged.

3.4 If Caldic has to enter information into an online portal, the buyer agrees to an administrative and lump-sum handling cost of 25,00 EUR.

4 Terms of delivery

4.1 Unless expressly agreed otherwise, the terms of delivery are only indicative; failure to comply with these terms shall not terminate the agreement at the expense of Caldic, nor shall it entitle the buyer to claim damages of any nature whatsoever.

4.2 The standard delivery time is 72h. The delivery will take place between 8h – 17h. In case delivery takes place outside of this timeframe, the buyer agrees to a surcharge.

4.3 In case a delivery needs to be made at a specific time set in advance by the buyer, the buyer agrees with a surcharge of maximum 50,00 EUR.

4.4 Delivery will take place at the first door on the ground floor.

4.5 The free delivery time will be calculated as follows:

4.5.1 Mixed cargo: according the number of palletes: (i.) 1 – 5 palletes = 15 minutes maximum; (ii.) 5 – 10 palletes = 25 minutes maximum; (iii.) 10 palletes – full truck = 60 minutes maximum.

4.5.2 Bulk: full truck = 60 minutes maximum.

4.6 Waiting hours will be calculated at 60,00 EUR per started hour for mixed cargo and at 65,00 EUR per started hour for bulk.

4.7 The abovementioned prices are based on the availability of load/discharge docks, suited for a truck with the standard measurements (13,6 meter). In case delivery is to be made with a smaller truck, the buyer accepts a surcharge.

4.8 The abovementioned prices are valid for 1 discharge location, unless parties expressly agreed otherwise in writing.

4.9 Delivery may be suspended in case of force majeure.

5 Transport and transfer of risks

5.1 Caldic reserves the right to make partial deliveries.

5.2 Unless agreed otherwise in writing, the transfer and acceptance of risk take place at the moment the goods are made available to the buyer, i.e. at the premises of Caldic in Hemiksem (FCA – Free Carrier Incoterms 2010).

5.3 Unless agreed otherwise in writing, the costs and risks with respect to carriage, including storage, loading, unloading and transport are exclusively borne by the buyer.

5.4 Any additional costs as a result of the late delivery of the goods are to be borne by the buyer. The buyer who wrongfully refuses to accept the goods made available shall pay all corresponding costs, including but not limited to storage costs, freight, etc.

5.5 The discharge of tank trucks will be executed following BACD regulations (www.bacd.be).



5.6 In case the discharge location does not meet the legally required safety facilities, the discharge will be refused, whereby the buyer accepts dead freight in the amount of 75%.

5.7 In case the full load cannot be discharged ex-tank truck, this will be considered as return cargo, whereby the buyer accepts the extra costs.

5.8 Each tank truck disposes over a hose of maximally 12 meters. In case extra hoses need to be provided the buyer accepts the extra costs.

5.9 The CMR convention is applicable to each and every transport carried out by Caldic.

6 Invoicing and payments

6.1 Unless expressly agreed otherwise, all invoices are payable in cash in Antwerp, within 30 days after the date of the invoice.

6.2 Prices in foreign currency are converted at the rate of exchange applicable on the date on which the goods are put at the buyer's disposal. The converted amount in euros on the date of signing the agreement shall be a minimum.

6.3 Any increase of the import duties, transport expenses, taxes or otherwise in the period between the date of sale and the date of delivery shall be payable by the buyer.

6.4 In case of partial deliveries, Caldic may issue partial invoices.

6.5 In case of a dispute, the invoice issued by Caldic, on the sanction of nullity, must be objected to within 10 days after the date of the invoice, by registered letter stating the reasons.

6.6 In the event of the non-payment of the invoice issued by Caldic by due date, a late payment interest of 1% per month shall be payable by operation of law and without further notice of default, together with lump-sum damages amounting to 15 % of the principal amount, with a minimum of 250,00 EUR.

7 Retention of property

7.1 The goods that are the object of the agreement remain the property of Caldic, regardless of the transfer of the risk, until the day of the full payment of the price, including costs and interest.

7.2 In case of the cancellation of the sales agreement, the advances already paid remain acquired by Caldic, without prejudice to Caldic's right to claim additional damages.

8 Rescission

8.1 Should the buyer fail to comply with one of his obligations, Caldic is entitled to unilaterally terminate the

agreement at the buyer's expense by means of a registered letter.

8.2 In case of termination of the agreement at the buyer's expense, in addition to the advances paid, the buyer shall pay lump-sum damages amounting to 20% of the amount of the sale or the terminated part of the sale, with a minimum of 300,00 EUR, without prejudice to Caldic's right to claim additional damages based on the damage actually suffered.

9 Force majeure

Are to be taken into account as force majeure when occurring after conclusion the agreement and impeding the execution of the agreement: labour conflicts and any circumstances such as but not limited to fire, flood, riots, scarcity of raw materials, scarcity of energy, machine breakdown, exceptional weather circumstances, epidemics, etc., even if these circumstances occur at the suppliers or subcontractors of Caldic.

10 Guarantees and complaints

10.1 The buyer is obliged to check the goods upon receipt. Any complaint with respect to the lack of conformity to the specifications, visible defects or shortage ascertained upon receipt shall, on sanction of nullity, be confirmed to Caldic by registered letter within eight days.

10.2 Caldic shall not be liable for:

- a)** Visible defects, if the merchandise has already been used, processed or treated.
- b)** Visible or invisible defects in the event of failure to respect the manual and/or in case the goods were not handled properly.

10.3 Caldic's liability is in any case limited to the repair of direct damage, with a maximum amount not exceeding the price (VAT not included) of the goods involved. Caldic is certainly not responsible for any indirect damage, of any nature whatsoever.

10.4 Any claim against Caldic shall be time barred by the passing of one year after the receipt of the goods.

11 Indemnity

11.1 The buyer shall indemnify Caldic against any claim brought by third parties with respect to the products delivered by Caldic to the buyer and processed by the buyer.

11.2 The buyer shall comply with the relevant rules and regulations and indemnify Caldic against any claim brought by third parties or public authorities arising from the buyer's failure to comply.

12 Liability

12.1 Caldic's liability is limited to the delivery of the ordered products compliant with the specifications of that



specific product. Caldic is therefore not liable for: (i.) any unsuitability of the product for a different purpose than for which the product is intended, (ii.) the application and/or use of the product by the buyer, (iii.) the effectiveness of the product.

12.2 Except in case of wilful misconduct or gross negligence, Caldic cannot be held liable for compensation of material, immaterial, indirect or consequential damage, including (but not limited to) loss of profit, loss of earnings, loss of revenue, production limitations, administrative- or personnel costs, an increase of general costs, loss of clients or claims from third parties.

12.3 Except in case of wilful misconduct or gross negligence, the contractual and extra contractual (in tort) liability of Caldic towards the buyer will always be limited to the amount covered by the liability insurance of Caldic. This coverage is maximally 1.000.000,00 EUR (1 million euro) for bodily injury and material damages per incident / loss, and is further limited to 2.000.000,00 EUR (2 million euro) per year for all possible incidents / losses, for bodily injury and material damages together.

13 Packaging

13.1 If for the delivery Caldic puts packaging material at the buyer's disposal with payment of a guarantee, the "conditions for packaging made available" of Caldic apply. The buyer acknowledges to have read these conditions and to accept them.

13.2 The packaging material remains at all times property of Caldic.

13.3 The guarantee is cancelled by operation of law if the packaging made available is not returned to Caldic within 3 months, without prejudice to Caldic's right to claim the return of the packaging.

14 Information - intellectual property

14.1 Any information or product specification provided by Caldic is confidential and may not be disclosed to third parties or made public, unless expressly agreed otherwise in writing.

14.2 The information provided by Caldic with respect to its products shall not exempt the buyer from the obligation to examine and verify the relevant product. In the event of failure to comply, Caldic shall not be liable for any damage arising from the use of the goods supplied.

14.3 Unless agreed otherwise in writing, the buyer may not use the intellectual property rights belonging to Caldic.

14.4 Any infringement by the buyer of the provisions of article 13 of these terms and conditions gives automatically and without further notice of default rise to entitlement to damages amounting to 5.000,00 EUR per infringement, immediately due, without affecting Caldic's

right to claim the actual damages suffered as a result of the infringement.

15 Data processing

15.1 All data provided by the buyer will be entered into the therefore designated files of Caldic.

15.2 This data will be used in the context of the contractual relationship between the buyer and Caldic. In the context of this contractual relationship the data of the buyer will be exclusively processed by Caldic and their appointed data processors, with whom the necessary contractual arrangements have been made.

15.3 Data which is no longer necessary or useful will be deleted.

15.4 The buyer can always request access, correction, deletion, or transfer of his data and oppose the use of his data for direct marketing purposes. This request is free of cost, except if such a request has already been made within a period of six months or a request of additional copies already has been made, in which case Caldic has the right to charge a reasonable compensation based on the administrative cost of the new request.

15.5 Additional information can be found in the Privacy Policy of Caldic via <https://www.caldic.com/en/privacy-statement-and-disclaimer> and the National Data Protection Authority, where the buyer has the right to file a complaint.

16 Salvatorian clause

16.1 In case a (part of) clause of these conditions is invalid, void or infringes on compulsory law, this clause will, insofar it is invalid or void, have no impact on the validity of the other clauses of these conditions and shall be merely considered as to no longer be a part of these conditions.

16.2 Consequently parties commit themselves to replace the invalid or void clause by a valid clause which most closely resembles the meaning and goal of the valid or void clause.

17 Jurisdiction - applicable law

17.1 The agreement between parties is governed by Belgian law.

17.2 The Belgian courts of the judicial district of Antwerp, Antwerp division, shall have sole jurisdiction to settle any dispute between parties with respect to the execution of the agreement or in the context of this agreement.