

GENERAL TERMS AND CONDITIONS OF SALES OF ECOSYNTH

Article 1 - Definitions

1.1 In these general terms and conditions, the following definitions apply:
EcoSynth: EcoSynth NV, having its registered office at Industrielaan 12, 9800 Deinze, Belgium, registered with the Belgian Crossroads Bank for Enterprises under the number BE0474561414;
Client: the client of EcoSynth;

Article 2 - Acceptance and Applicability

2.1 By accepting an offer or a tender of EcoSynth or executing an agreement with EcoSynth, the Client declares that he has read and understood these general terms and conditions in full and agrees irrevocably with the content and applicability thereof to all legal relations with EcoSynth, unless expressly agreed otherwise in writing and signed by a duly authorized officer of EcoSynth.

Any other terms and conditions other than these general terms and conditions (including the Client's own), whether referred to when ordering or not, do not apply.

In case of discrepancy between these general terms and conditions and the accepted offer, tender or agreement between EcoSynth and the Client, the accepted offer, tender or agreement shall prevail over these general terms and conditions.

2.3 If one or more clauses in these general terms and conditions are null or void, then the other clauses of these general terms and conditions remain in full force.

2.4 These general terms and conditions also apply to other agreements, including subsequent or supplementary contracts, to which EcoSynth and the Client, or its successor(s) are party.

Article 3 - The agreement

3.1 All offers and tenders of EcoSynth are valid for a period of one month after sending. Offers and tenders of EcoSynth constitute a proposal from EcoSynth only and are not binding on EcoSynth, even after acceptance by the Client. An agreement comes into existence only after acceptance by EcoSynth. If an offer or tender of EcoSynth eventually gives rise to an agreement, this agreement shall replace all prior oral or written proposals.

3.2 An acceptance by the Client deviating from the offer/tender counts as a rejection of the original offer and is seen as a new offer that does not bind EcoSynth, unless the agreement is deemed legally valid according to clause 3.3. This also applies for minor deviations to EcoSynth's original offer.

3.3 The agreement is deemed to be legally valid after EcoSynth has expressly confirmed such in writing or has commenced the execution of the agreement with the intention to fulfill the agreement.

3.4 Client may not cancel the agreement unless such cancellation is expressly agreed to in writing by EcoSynth.

Article 4 - Prices and Delivery

4.1 Client shall, unless explicitly agreed otherwise, pay for any value added tax, use tax, sales tax, excise tax, duty, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental or regulatory authority on the goods and/or services of EcoSynth.

4.2 The standard shipping term is EXW (Ex Works, Incoterms 2010) Oostende, Belgium. The parties may agree on a different shipping terms in writing. The risks of transport (e.g. loss, damage, or theft) are the responsibility of the Client even if EcoSynth has arranged for the transportation. It is the responsibility of the Client, in the event of missing or damaged goods on delivery, to make all reserves necessary with the transport company.

Article 5 - Payment terms

5.1 For all invoices by EcoSynth, a payment term of 30 (thirty) days is applicable.

5.2 Client is deemed to have unconditionally accepted the invoice, if it has not protested the invoice within 2 (two) weeks as of the date of the invoice.

5.3 If Client does not make the payment within the agreed term, the Client is liable, *ipso jure* and without prior notice, for interest payment of 10% per year as of the due date. If the period of non-payment is less than one year, this interest is calculated *pro rata temporis*. Furthermore, in the event of non-payment or incomplete payment of the invoice within the agreed term, EcoSynth shall be entitled to increase the amount of the invoice by 10%, without prejudice to EcoSynth's right to claim higher damage compensation.

5.4 As long as the Client is in default, EcoSynth is entitled to suspend its own obligations under the agreement.

5.5 EcoSynth is entitled to set off any amount indebted to EcoSynth with amounts that EcoSynth has on Client in whatever form. Client is not entitled to set off any amount indebted to EcoSynth with amounts that Client has or states to have on EcoSynth in whatever form.

Article 6 - Confidentiality

6.1 All information supplied to the Contracting Partner by EcoSynth is strictly confidential and Client will not divulge such information to any third party without written consent by EcoSynth, unless the divulging of information is necessary in executing the agreement with EcoSynth.

6.2 The confidentiality obligation of paragraph 1 of this article is not applicable to information of public knowledge or if Client is obliged to disclose such information based on a court order.

Article 7 - Intellectual property rights and exclusivity

7.1 EcoSynth is and remains the sole and exclusive owner of all intellectual property rights, including but not limited to copyrights, rights in databases, model and design rights, rights in inventions, patents, knowhow, trade secrets, resulting from services provided by EcoSynth to the Client and/or all intellectual property rights relating to products sold and/or delivered to the Client by EcoSynth.

Unless otherwise agreed in writing, EcoSynth is entitled at all times to freely (re-)use know-how or intellectual property rights resulting from services provided by EcoSynth to the Client or manufacture or compose products sold and/or delivered to Client for the purpose of other projects.

7.2 Subject to the full and final payment of all invoices of EcoSynth, EcoSynth grants the Client a worldwide and non-exclusive license to use the results of EcoSynth's services and/or the products sold and/or delivered to the Client for internal research purposes only. The Client agrees not to commercially use or exploit the results of EcoSynth's services and/or the products sold and/or delivered to the Client, nor file for any patent protection or other registered intellectual property right, without the prior, explicit and written consent of EcoSynth

7.3 EcoSynth does not warrant that the use or sale of the results of EcoSynth's services and/or the products sold and/or delivered by EcoSynth to the Client does not infringe any Intellectual Property Rights of third parties in any territory covering the product itself or the use thereof in combination with other products or in operation of any process.

Article 8 - Liability

8.1 Client acknowledges that EcoSynth supplies its products for research purposes only and that EcoSynth does not warrant the quality of its products, product concepts, materials, production methods and services and the consequences of their use.

8.2 EcoSynth shall not be liable for any damages incurred by Client caused by EcoSynth or its products or services, except if the damages are caused by intent or gross negligence on the part of EcoSynth.

8.3 EcoSynth's products are intended for laboratory research purposes only and are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. Client acknowledges that the products have, unless confirmed in writing and signed by a duly authorized officer of EcoSynth, not been tested by EcoSynth for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use. Client has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from EcoSynth for its intended use. Client also has the duty to warn its customers and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the products. Client agrees to comply with instructions, if any, furnished by EcoSynth relating to the use of the products and not to misuse the products in any manner.

8.4 Client shall indemnify and hold EcoSynth (including its employees and officers) harmless from and against all claims and damages for which EcoSynth could be held liable by third parties due to product concepts, materials, production methods or other goods/services/duties delivered by EcoSynth to Client and from and against claims by third parties due to infringement of Intellectual Property Rights.

8.5 Notwithstanding the aforementioned, the maximum liability of EcoSynth, on any grounds whatsoever, is limited to the value of the agreement between EcoSynth and the Client. In any event, EcoSynth can never be held liable for an amount exceeding the amount covered by the liability insurance of EcoSynth.

8.6 EcoSynth shall never be liable for indirect or consequential damages, amongst which in any case financial loss due to direct damages and pure financial loss, amongst which company damages, loss of profits, missed savings, damages due to business interruption, damages due to the electronic payments or damages due to third party claims towards EcoSynth.

8.7 EcoSynth may, on its own initiative or at Client's request, at EcoSynth's discretion, furnish technical assistance and information with respect to EcoSynth's products and services. EcoSynth makes no warranties of any kind or nature, express or implied, including any implied warranty of merchantability or fitness for any particular purpose, with respect to (technical) assistance or information provided by EcoSynth or EcoSynth personnel. Any suggestion by EcoSynth regarding use, selection, application or suitability of the products or services shall not be construed as an express warranty unless specifically designated as such in writing and signed by a duly authorized officer of EcoSynth.

Article 9 - Force majeure

9.1 If EcoSynth is unable to satisfy its obligations as a result of force majeure, EcoSynth shall not be liable for any delays or shortcomings in the performance of its obligations, nor for any damage arising from this for the Client. EcoSynth shall inform the Client as quickly as possible after the occurrence of a force majeure event of the nature and causes of this unforeseeable situation beyond its control and shall do its best to undo such causes of non-performance as quickly as possible.

9.2 All causes that are beyond the reasonable control of EcoSynth, including but not limited to fire, explosions, power failures, earthquakes, floods, very severe storms, strikes, embargos, labour disputes, acts by the civil or military authorities, (cyber)terrorism, natural disasters, acts or neglect of internet traffic services, acts or neglect of regulatory or government bodies shall be considered as force majeure.

Article 10 - Suspension and termination

10.1 If Client does not, not fully or not timely comply with one or more obligations arising from its agreement with EcoSynth, or if EcoSynth has good cause to assume that Client is not or will not be able to fulfill its obligations towards it, also in the case of a bankruptcy (request), (request for) a moratorium of payments or liquidation of Client, EcoSynth is entitled, without prior notice, either to suspend the execution of the agreement or to terminate the agreement wholly or partially, without any obligation for EcoSynth to compensate Client for damages and without prejudice to the right of EcoSynth to any other compensation.

Article 11 - Amendments and updates

11.1 Any possible amendment(s) of and/or supplement(s) to these general terms and conditions are only valid if these are expressly agreed upon in writing and signed by a duly authorized officer of EcoSynth.

11.2 The latest version of these general terms and conditions can be found on EcoSynth's website: www.EcoSynth.be

Article 12 - Miscellaneous

12.1 EcoSynth's failure to strictly enforce any term or condition of these general terms and conditions and/or the agreement between EcoSynth and the Client or to exercise any right arising hereunder shall not constitute a waiver of EcoSynth's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other legal rights and remedies EcoSynth may have. Any waiver of a default by Client hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter.

12.2 The paragraph headings herein are for convenience only; they form no part of these general terms and conditions and shall not affect their interpretation.

12.3 These general terms and conditions and the agreement between EcoSynth and the Client shall be binding upon, inure to the benefit of, and be enforceable by, EcoSynth and the Client, and their respective heirs, personal representatives, successors and assigns.

Article 13 - Applicable law and competent court

13.1 All offers, tenders and agreements with EcoSynth shall be solely governed by and interpreted in accordance with Belgian law. All disputes arising from or relating to offers, tenders or agreements with EcoSynth shall fall within the exclusive jurisdiction of the competent courts in Ghent.

13.2 The application of the United Nations Convention on the International Sales of Goods is excluded.