

GENERAL TERMS AND CONDITIONS OF SALE FOR CTF 2000: September 2021 version

1. AREA OF APPLICATION

All products and services supplied, including any associated services for installation carried out by CTF 2000 are subject to these general terms and conditions of sale.

CTF 2000 does not accept any (purchase) conditions, clauses, etc., of the purchaser that are hereby expressly and indisputably refuted.

These general terms and conditions of sale also apply to all future transactions. Any changes to these general terms and conditions of sale must be expressly agreed to in writing beforehand by CTF 2000.

2. QUOTATIONS AND ACCEPTANCE

The quotations drawn up by CTF 2000 are not binding or obligatory. With respect to the purchaser, they apply exclusively as an offer for sale without any obligation and include the acceptance period, irrespective of the period the item/service is offered for sale, this being a maximum of three months, unless this has been agreed otherwise. After this three month period, CTF 2000 can no longer be held to the proposed quotation. CTF 2000 NV retains the right to send out a new quotation within three months of the issue of the initial quotation and before the offer has been accepted by the customer, this new quotation then supersedes the original offer.

The sales contract is entered into when the purchaser confirms the order (in accordance with the terms of the quotation) and CTF 2000 accepts this order.

Should the acceptance by the seller deviate from the order of the purchaser, this is deemed to be a conditional acceptance and the conditions should be regarded as being for a new, no obligation quotation by CTF 2000 and apply for a new period of a maximum of three months.

3. PROVISION OF ADVICE

In the case where the commission undertaken by CTF 2000 consists of providing advice, then this is regarded as a "best effort" undertaking, that CTF 2000 will carry out to the best of their ability.

In no case will the purchaser be released from their own obligations to carry out tests and checks of the advice provided by CTF 2000 regarding the (non-exhaustive) suitability, use and properties of the product.

4. RISK AND DAMAGE DURING TRANSPORTATION

All goods sold are transported with the risk borne by the purchaser. This applies even if it has been agreed for the goods to be sent cash on delivery.

In the case of any complaints regarding goods damaged in transit, the purchaser should address their complaint in writing to the transportation company within the set time limits and send a copy of their complaint to CTF 2000.

5. CONDITIONS OF DELIVERY

Delivery take place in accordance with the terms of trade that were agreed in the contract of delivery and in accordance with the terms that applied at the time the contract was signed, with the INCOTERMS being applicable.

The proposed delivery deadlines are not binding on the part of CTF 2000 and can in no way be construed as giving cause for claims for damages.

6. PRODUCT PROPERTIES

The properties of the sold product are exclusively defined in the product specifications provided by CTF 2000, unless expressly agreed otherwise.

Identified use under the European Chemicals Regulation REACH, relevant to the products, does not offer any conformity with the contractual quality of the products or the intended use under this agreement. The customer ("Downstream User") is at all times obliged to verify whether the use of the purchased goods conform with the identified use, as stipulated in the Safety Data Sheet.

The properties of samples are only binding if this has been expressly agreed in the product properties.

Product details, in particular details of properties and shelf life, only apply as a guarantee, if this has been explicitly agreed and stated.

7. OBLIGATIONS REGARDING CHECKS AND USES

All information, instructions and recommendations issued by CTF 2000 regarding the implementation, technical properties, applications, concepts and use of the products are based on the normal use of these products.

The purchaser and/or end user should also determine whether the goods supplied need to be tested and whether the materials of the products they have ordered are suited to the purposes for which they wish to use them.

CTF 2000 cannot be held liable for damage attributable to incorrect use of their products, nor can they be held liable for circumstances in which their products are used and that are beyond their control and/or the methods of use.

In such cases, CTF 2000 cannot be deemed to be liable for the services provided by a product, the concept, the technical properties and the finish of the product. This applies to both the direct purchaser and the user or third parties.

8. PRICES

Should the price of a product to be delivered or the payment conditions be changed by CTF 2000 between the acceptance of the quotation and the day of deliver, CTF 2000 is entitled to apply the new prices and/or payment conditions that apply, irrespective of the prices and conditions that applied at the time the quotation was accepted.

CTF 2000 will bring these changes to the attention of the purchaser, who is entitled to dissolve the agreement within 15 days of CTF 2000 informing them of such changes. Any such termination of the agreement must take place by means of a recorded delivery letter, addressed to the registered offices of CTF 2000 at Baaikensstraat 11, 9240 ZELE (Belgium – Europe).

9. PAYMENT OBLIGATIONS OF THE PURCHASER

All CTF 2000 invoices are to be paid immediately. The same applies to the drawing of bills.

If the purchase price is still outstanding on the due date this is regarded as a material breach of the obligations of the mutual agreement.

In the case of incomplete or non-payment of the purchase price on the due date, CTF 2000 is entitled, without any recourse to default proceedings, to annual interest of 10 % on the unpaid sum, as of the due date of the invoice.

CTF 2000 is also entitled to a lump sum payment of 10% of the purchase price as stated in the agreement, amounting to a minimum of 125 EUR.

10. PLACE OF PAYMENT

Irrespective of the location at which the transfer of goods takes place, or the documents, the payment must always be made by the purchaser to the registered offices of CTF 2000.

11. RETENTION OF TITLE

1. General details

The goods supplied by CTF 2000 remain the property of CTF 2000 until full payment has been made of the sale price.

If payment is not made on time, CTF 2000 is entitled, without premature termination of the sales agreement and without any granting any period of grace, to demand the temporary return of their property with the costs of this being borne by the purchaser, until payment has been made in full of the purchase price. This applies without prejudice to the right of CTF 2000 to claim damages due to not being able to make use of the product.

2. Extended retention of title

In cases where the purchaser has in fact paid the purchase price for the delivered goods but there are other outstanding demands owing to CTF 2000, then ownership of the goods delivered only transfers to the purchaser once the remaining outstanding demands have been paid off.

3. Retention of title with processing clause

In cases where the purchaser, notwithstanding the fact that they have outstanding demands owing and despite the retention of title, has processed the goods, CTF 2000 will be considered to be the manufacturer of these goods and CTF 2000 will gain full ownership rights of the newly produced goods.

4. Retention of title with combination and processing clause

In cases where the goods supplied by CTF 2000 have been added or mixed with materials of the purchaser, which is deemed to be the main constituent, it is deemed that agreement has been reached between the parties that the purchaser transfers the joint ownership of the main constituent to CTF 2000, making use of a proportional calculation of the invoiced value of the goods supplied by CTF 2000, with regard to the invoiced amount of the main constituent.

5. Extended retention of title with general transfer

The purchaser is strictly prohibited from selling-on the purchased goods for as long as the purchaser has not met their payment obligations to CTF 2000.

At the point in time that the agreement with CTF 2000 is signed, all demands and claims relating to the sale of the goods, for which CTF 2000 retains right of ownership, rest with the purchaser.

In such cases where CTF 2000 has acquired a joint right due to processing, adding or mixing, proportional transfer of rights will be made in favour of CTF 2000, whereby the value of the goods supplied with retention of title by CTF 2000 will be compared with the value of the goods provided by the third party.

From the moment of entering into the agreement with CTF 2000, the purchaser bears the costs of all confirmed, future demands for payment of the balances and claims under the current account to be paid to CTF 2000, of the amounts of the outstanding demands made by CTF 2000.

6. Right of acquisition/disclosure

At the first request of CTF 2000, the purchaser will provide all necessary information regarding the inventory of the goods that are the property of van CTF 2000 and the demands that have been transferred to CTF 2000. CTF 2000 is entitled to inspect the goods on site to establish their usefulness and to draw up an inventory.

At the request of CTF 2000, the purchaser will also confirm that the packaging shows that the goods are the property of CTF 2000 (also in the case of re-labelling) and the purchaser will inform their clients that their demands have been transferred to CTF 2000 and expressly state that relinquishing payment can only be made to CTF 2000.

7. Partial exemption clause

When the sureties pledged by the purchaser exceed the total of their outstanding demands owed to CTF 2000 by more than 15%, CTF 2000 will waive the portion of the exceeded value.

12. SURETIES

Should the purchaser remain in default by not making payment or should there be grounds that raise concerns regarding the solvency of the purchaser, CTF 2000 may immediately revoke payment facilities previously granted by them or agreed by the parties.

CTF 2000 retains the right to demand sufficient sureties are provided on any subsequent deliveries.

13. RIGHTS OF THE PURCHASER IN CASE OF DEFECTS

1. When goods have been supplied by CTF 2000, the purchaser is under an obligation to carry out the normal checks on the goods. Any faults that are found during such checks, should be brought to the notice of CTF 2000 in writing within fifteen days of receipt of the goods.

Any other defects that are not discovered at the first normal inspection, should be reported to CTF 2000 in writing within fifteen days of being discovered.

When informing CTF 2000 of the defects, the nature and extent of the defects should be described in detail. This does not abrogate the purchaser from their payment obligations as laid down in Article 9.

2. In cases where the product has exhibited defects and the purchaser has informed CTF 2000 of these defects in accordance with the abovementioned clause, CTF 2000:

- can offer to rectify the fault themselves, or provide the purchaser with products that are fault free;
- CTF 2000 retains the right to make at least two attempts to comply with their obligations.

14. LIABILITY

CTF 2000 is in principle liable for the damages they occasion, in accordance with the stipulations of the law. The value of damages can never be greater than the value of the products provided by CTF 2000 linked with the specific incident of damages.

Nethertheless, the liability of CTF 2000 in cases of not meeting their key contractual obligations is limited to reimbursement of foreseeable damages occasioned by their non-compliance.

In the case of default of non-key contractual obligations, all liability of CTF 2000 is excluded.

In the case of CTF 2000 not being able to comply or not complying in time with key contractual obligations, CTF 2000 is not liable when the inability to comply or late compliance is purely related to compliance with legislation and regulations such as (but not limited to), the European Chemicals Regulations REACH, CLP, or when this is caused by the purchaser.

15. SPECIAL REGULATIONS FOR TOLLING CUSTOMERS

Within the framework of these general conditions a “tolling customer” is regarded as any customer who make use of the services of CTF 2000 and that is invoiced for these services. These services may be of an operational nature, such as production and logistics or may be related to laboratory work (for example quality control) and other departments.

Within the framework of the REACH legislation, all “tolling customers” will act as Third Party Representatives for the preregistration of substances created, either in production (chemical reaction) or through importation from outside of the EU. CTF 2000, as the manufacturer of the products, will carry out the preregistration as soon as they receive the necessary information in the form of a recorded delivery letter from the “tolling customer”.

In the context of the CLP legislation, each and every ‘tolling customer’ shall provide for a correct (e)SDS of any and all raw materials, formulations, and reactions that are used or produced at CTF2000 NV for the said ‘tolling customer’. The said (e)SDS shall be made available to CTF2000 NV in a timely fashion, i.e. prior to the first delivery of the raw material or prior to the first production of the relevant formulation or reaction.

16. COMPLYING WITH LEGAL OBLIGATIONS

Except when expressly agreed otherwise, the purchaser is responsible for complying with all legal and regulatory directives relating to the import, transportation, storage and use of the products.

17. FORCE MAJEURE

All events and circumstances that occur, irrespective of whether these are within the control of CTF 2000 (including natural disasters, war, industrial disputes, shortages of raw materials and energy, disruption to transportation or business, damage due to fire or explosions, government intervention etc.), resulting in the availability of the products being restricted to CTF 2000’s suppliers/sources, due to which CTF 2000 is unable to meet their contractual obligations, relieves CTF 2000 of their contractual obligations for the duration of the “disruption” and in proportion to the extent of the consequences.

This equally applies to the events and circumstances that render the performance of the contractual obligations on the part of CTF2000 commercially unviable (including sudden price increases, shortages of resources, issues at suppliers, geopolitical events, ...).

CTF 2000 is not obliged to acquire the products from other supplier/sources.

Should the abovementioned circumstances continue for an uninterrupted period of more than three months, CTF 2000 is entitled to unilaterally terminate the agreement without any costs being incurred.

18. COMPENSATION

CTF 2000 is entitled to claim the legal compensation with regard to any party for sums that CTF 2000 owes its suppliers and the sums the suppliers owe them.

All settlements will take place in accordance with the underlying general terms and conditions. This cannot be deviated from in law, irrespective of whether or not reference has been made to these terms and conditions..

19. DISPATCH OF DECLARATIONS

Messages and declarations relating to the other contracting party, that have to be made or submitted, come into force at the time of sending to the contracting party. Should there be a fixed period with regard to this, the declaration should always be submitted within the stated time period, under penalty of being declared null and void.

20. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All agreements entered in to by CTF 2000 are strictly confidential between CTF 2000 and the co-contractor, irrespective of the nature of the agreement (supply, fitting, installation, provision of advice, tolling, etc.).

Any intellectual property rights that CTF 2000 attaches to its products and processes remain the property of CTF 2000 at all times.

Any illegal use of the products or know-how of CTF 2000 will result in legal action and payment of damages corresponding to the extent of the (material and immaterial) damages suffered by CTF 2000.

21. APPLICABLE LAW

Belgian law applies to all agreements entered into by CTF 2000, including the United Nations Convention of 11 April 1980 (CISG) relating to sales agreements of moveable goods (the so called Vienna Sales Convention), this being irrespective of circumstances or whether the purchaser is based in a CISG member state.

In the case of any disputes, the District Court of East Flanders, Dendermonde Sub-district, has exclusive jurisdiction.

22. LANGUAGE OF THE CONTRACT

Should the purchaser be informed of the terms and conditions of the sales agreement in a language other than that of the contract (contract language), this is only for the purpose of assisting the purchaser in their understanding of the sales agreement. In the case of any dispute regarding the correct interpretation of the agreement, the definitive language is always the contract language.

23. STATUTE OF LIMITATIONS

The legal statute of limitations applies to any disputes arising from this agreement, except in such cases where the disputes concern a fault in the goods supplied by CTF 2000. Demands made by purchasers due to a fault in the goods supplied expire one year after the goods have been supplied

24. ANNULMENT

Should one condition of these terms and conditions be declared null and void, the condition in question will be considered not to exist. Should one or more conditions be declared null and void, this does not result in the remaining conditions becoming null and void.