



GENERAL TERMS & CONDITIONS

1 DEFINITIONS

- A. "Person" means any legal or private person.
B. "The product(s)" means the product(s), recommendations, information &/or services subject of a particular quote, contract, sale, delivery or project.
C. "Buyer" means the Person buying or considering to buy &/or concluding the contract in respect of the product(s) with SPE, where such Person acts as agent of or otherwise for a third party (principal) such Person & the principal are jointly & severally liable.
D. "SPE" means the Superior Products Europe NV, a Belgian Company registered under BE 0461.876.287 .

2 SCOPE

NOTE – THIS DOCUMENT INCLUDES THE LIMITATIONS OF LIABILITY FOR SPE & ITS REPRESENTATIVES. ANY REQUEST FOR A QUOTE, REQUEST FOR TECHNICAL OR PROJECT SUPPORT, OR THE PURCHASE OF PRODUCT(S) WILL MEAN THAT THE BUYER ACCEPTS THESE TERMS UNCONDITIONALLY. ANY DECISION TO DISPUTE TERMS HEREIN MUST BE DONE IN WRITING TO SPE WITHIN 3 WORKING DAYS OF HAVING RECEIVED THIS DOCUMENT. IT IS THE RECIPIENT'S RESPONSIBILITY TO ENSURE THAT THE AUTHORIZED PERSON(S) HAS/HAVE BEEN MADE AWARE OF THESE TERMS & CONDITIONS.

A. All quotations, negotiations, sales, projects & deliveries related to the product(s) are subject to these conditions except to the extent that a variation from specific provisions hereof has been agreed to by SPE in writing. Conflicting purchasing conditions or other reservations made by Buyer shall be deemed to have been rejected by SPE unless expressly accepted in writing. Where Buyer supplies their own terms & conditions, either as general terms or related to a specific project/sale, SPE's conditions will be the paramount & overriding conditions, regardless of potential conflict, unless SPE expressly accepts the paramount nature of these other conditions in writing.

3 QUOTATION & PRICING

- A. Quotations are subject to change in price, time of delivery & availability to deliver. A quotation even if deemed binding is void if not accepted by Buyer within 10 working days or within the period stipulated in writing by SPE.
B. All calculations submitted by SPE are purely informative. All calculations are based on estimations & limited information that has been received from third parties, which to the best of SPE's knowledge is reliable & accurate. All calculations, estimations, recommendations or suggestions relating to the use of the product(s), may in no way be considered binding. The product(s) & information are designed for users having the requisite knowledge & industrial skills, & the end-user has the responsibility to determine the suitability of the product(s) for its intended use. Should there be a discrepancy between the calculation/quotation & reality, for whatever reason, then it is the responsibility of the Buyer to inform SPE of these discrepancies prior to approval of the quotation or purchase of the product(s).
C. Prices exclude any value added or other tax, which must & will be charged to Buyer in accordance with legislation in force. (Note : Non-Belgian Customers: Service exempt from Belgian VAT - Article 21 § 2 Belgian tax laws - Article 44 EU Directive 2006/112 & " tax payable by the contractor - Article 196 European Directive 2006/112".)
D. Prices are always quoted in EURO's unless specifically agreed otherwise.
E. Trade terms shall always be EX WORKS from the applicable warehouse designated by SPE & shall be construed in accordance with "Incoterms 2000". Any further transport, handling, packaging etc that SPE organizes on behalf of the Buyer is at the expense, liability & risk of the Buyer.
F. Unless specifically instructed by the Buyer, any transport quoted as an additional service to the Buyer is always quoted without insurance.
F. Unless otherwise agreed, prices include SPE's standard packing but exclude pallets, & additional packaging required for shipping. SPE gives no undertaking that when the product(s) are delivered that the packaging is fit to withstand transport to any place or by any method other than standard road transport in Europe. It is the Buyer's responsibility to specify any additional requirements or conditions to be taken into consideration.

4 PAYMENTS & DELIVERY

- A. All invoices are payable at the place & at the time specified in the invoice . Product(s) are always sold on a PRE-PAID basis. In exceptional cases where product(s) have been delivered prior to actual receipt of payment, payment will be considered overdue at the moment that the product(s) have been delivered based on the definition of 'delivery' as further specified below.
B. Payments shall be made in the currency specified in SPE's invoice.
C. If Buyer fails to pay SPE in full by the date on the invoice then SPE shall be entitled to charge interest at the rate of 3.5% per month above the current base rate of SPE's bank. All SPE's costs & expenses in respect of collecting overdue accounts shall be further reimbursed by Buyer.
D. Buyer shall ensure that when making payment ALL bank charges/expenses charged by either bank &/or third party will be for the account of the Buyer. Buyer shall ensure that the FULL invoice amount appears on SPE's account & any deductions or shortcomings will automatically, at the discretion of the SPE, be balanced through an additional payment or invoiced again as a service charge on the next order.
E. Any delivery date specified is a forecast in the light of current conditions but shall not be legally binding for SPE. Orders shall not bind SPE until they are accepted by SPE's written confirmation or by delivery to Buyer of the product(s) ordered. SPE's shall in no way be liable for failure to deliver the product(s) in time or at all.
F. Delivery is defined as the moment when goods are made available by SPE at SPE's designated warehouse based on EX WORKS conditions under INCOTERMS 2000.
G. Upon arrival at Buyer's address, the Buyer is obliged to promptly & thoroughly examine the product(s) subject to the order, including volume and specifications. If the Buyer wishes to give notice of lack of conformity as it has been ascertained or ought to have been ascertained by the Buyer during his thorough examination of the delivery, the Buyer shall give prompt notice of lack of conformity in writing to SPE, setting forth in reasonable detail the basis of such non-conformity latest within the lapse of 5 working days after receipt of the product(s) at Buyer's address. A later notice of lack of conformity means the Buyer waives his right to rely on the non-conformity.
G. All sales are final & no refund or credit will be offered for returned product(s) irrespective of whether the product(s) are the subject of a complaint or not, unless SPE has agreed expressly in writing prior to such return & the returns arrive promptly & in good condition in SPE's opinion.

5 INFORMATION, DOCUMENTATION & TECHNICAL SUPPORT

- A. SPE or its subsidiaries, affiliates, representatives &/or agents make no representations or warranties as to the completeness or accuracy of any supplied information. The receiving party assumes the entire risk of relying on this information. This information is supplied on the condition that any party receiving this information will make their own determination as to its suitability for any purpose prior to any use of this information. SPE or its subsidiaries, agents, representatives & affiliates reserve the right to alter or correct the content of supplied information at any time without notice.
B. The Buyer will at all times compensate, hold harmless & indemnify SPE against any claim resulting from the provision of any technical information, calculation, advice or support.
C. When support is provided on-site it is the Buyer's responsibility to ensure that the SPE representative is able to work in safe & healthy conditions. All costs & risks related to ensuring that the work environment is a safe is for the expense & liability of the Buyer. Furthermore, when an SPE representative is on-site to offer support it is the Buyer who is responsible for ensuring that all machinery, materials & product(s) are available in the correct amount & in working condition. If there are specific safety & security regulations that need to be adhered to, it is the Buyer's responsibility to make the SPE representative aware of this up front. Any costs, damages, injuries, delays &/or cancellations resulting from the Buyer's failure to meet these conditions will be the at the liability & expense of the Buyer.
D. When the Buyer has expressly requested on-site support from SPE, then all costs related to transport (to & from the location), food,



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accommodation & support material will be at the expense of the Buyer. SPE will make an estimate up front of the amount of days required for the support & this will be communicated in writing. Any need to prolong the on-site support, for any reason whatsoever, will be charged to the Buyer by SPE at a daily rate of 600€/day, unless another price has been agreed up front in writing.

E. SPE maintains the right to take pictures of the product(s), projects & application (both before & after) related to the product(s) & may use these materials without prior notification for commercial purposes. Any prohibition of this activity needs to have been expressly communicated to SPE in writing prior to the pictures being taken.

6 LIABILITY

A. In the event of any sort of damage to the product(s), facilities, environment &/or persons, it is the Buyer's full responsibility to immediately undertake the necessary steps to limit & stop the extent of the damages from the moment the Buyer is made aware of the situation &/or pending situation.

B. SPE shall not be liable in respect of any defects in the product(s) or any losses or damage resulting there from. SPE shall have no obligation in respect of any claim coming from storage, application, use or sales of the product(s) whatsoever, however SPE is prepared to reasonably assist the Buyer in liaising with the Manufacturer of the product(s). The Manufacturer will only review the claim of the allegedly defective product(s) if the allegedly defective product(s) are kept available for inspection by Manufacturer's representative & Buyer provides the requested substantiation & evidence.

C. It should be noted that :

(i) the product(s) & information are designed for users having the requisite knowledge & industrial skills, & the end-user has the responsibility to determine the suitability of the product(s) for its intended use. The Manufacturer has no control over either the quality of condition of the substrate, or the many factors affecting the use & application of the product(s). Therefore, the Manufacturer does not accept any liability arising from loss, injury, or damage resulting from such use.

(ii) Manufacturer's liability in respect of product(s) proved by Buyer to be defective is, at Manufacturer's own discretion, limited to either a refund to Buyer of the purchase price thereof or, at Manufacturer's option, a replacement of such product(s) at their point of delivery, provided that in any event Manufacturer's maximum liability in respect of any product(s) proved to be defective shall not exceed its invoice value.

(iii) No product(s) previously sold, delivered or applied, nor any services performed by SPE are subject to any standard guarantee, warranty or other indemnity. Any requirements, related to life-time, durability, sustainability, suitability or otherwise need to be specifically obtained from the Manufacturer in writing prior to the purchase of the product(s).

(iv) in no circumstances shall SPE &/or Manufacturer be liable for loss of profit or consequential or other loss of whatever nature arising from any such defects.

D. SPE shall have no liability for any injury, loss or expense or direct & indirect damage, & especially disclaims all liability for damage to property & for loss of profit & other consequential loss in each case howsoever attributable to supply or use of the product(s) or the services rendered by SPE.

E. In no event will SPE or its subsidiaries, affiliates, representatives &/or agents be responsible for damages of any nature whatsoever resulting from the use or reliance upon information supplied. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose/use or of any other nature are made with respect to this information or to any product(s) referred to in this information.

F. If, despite the limitations contained herein or made elsewhere, SPE shall be held & found liable for damage, the aggregate sum of compensation shall be limited to the actual damages proved & shall in no circumstances exceed the invoice value of the relevant delivery, & that with a total accumulated liability cap of 50.000€, whichever is the lesser of the two. In no circumstances shall SPE be liable for any loss of profit or consequential damages or other loss of whatever nature.

G. SPE shall not be liable for any infringement of third party's patent rights, which may arise from the use of the product(s).

7 OWNERSHIP & RISK

A. All risks in the product(s) shall pass to Buyer when SPE delivers the product(s), in accordance with the delivery terms stipulated herein, to Buyer or any other Person to whom SPE has been authorized by Buyer to deliver the product(s) whether expressly or by implication, thereafter SPE shall not be liable for the safety of the product(s).

B. Notwithstanding the above, ownership in the product(s) shall remain with SPE until it has received payment in full of all sums which are or may become due from Buyer to SPE in respect of any product(s) or services supplied related to the product(s), provided that if Buyer sells part of the product(s) to a third party, the proceeds of such sale shall be held by Buyer for SPE's account until SPE has been paid in full.

C. Intellectual Property - Buyer may not, except with SPE's express written permission, distribute or commercially exploit the content of SPE's website, documentation, promotional material, logo's, technical information and/or calculations. Nor may the Buyer transmit it or store it in any other website or other form of electronic retrieval system without SPE's prior written consent. Any infringement of the rights protected under this particular provision grants SPE the right to claim financial damages & full compensation, with a minimum amount of 2.500€ for every individual infringement. The offender will furthermore be obligated to immediately remove/return all materials unlawfully copied/used.

D. Buyer will be responsible for obtaining any licenses, certificates or legal authorization required for the importation, sale, application & use of, as well as payment for the product(s) ordered, & Buyer shall not be discharged from its contractual obligations towards SPE by any total or partial failure to obtain such license or consent for whatever reason.

8 HEALTH, SAFETY & QUALITY

A. Buyer shall ensure that all product(s) are safely & lawfully received, stored, maintained, used and/or applied by Buyer & that Buyer obtains all relevant up to date information from SPE relating thereto.

B. Buyer shall ensure that all appropriate safety information is distributed & that attention is drawn to such information by all Persons involved in the safe handling or use of the product(s).

C. Buyer shall ensure that it is covered with adequate and appropriate insurance as may be required, in whatever form, for the import, storage, sale, use & application as is prescribed by local legislation and/or the specific requirements of an end customer or third party.

9 MISCELLANEOUS

A. All of SPE's contracts with Buyer, including these Conditions shall be governed exclusively by the Belgian law & The court of Antwerp shall have sole jurisdiction.

B. Suppliers & Distributors of SPE have their own legal existence with their own independent legal personality & SPE is not liable in any way for any information, recommendations or warranties that these companies might give.

C. It is the Buyer's responsibility / liability to inform its customer and/or any applicable third party of the terms, conditions, rights and liabilities of SPE related to the product(s). The Buyer shall at all times compensate, hold harmless & indemnify SPE & the Manufacturer against any claim whatsoever. The Buyer will also immediately inform SPE of any claim from the moment the Buyer becomes aware of a claim or complaint.

D. Should any individual provision of these General Terms & Conditions be invalid, this shall not affect the validity of the remaining provisions.

E. SPE's failure to exercise or delay in exercising any right, power or privilege under these General Terms & Conditions shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

Version – SPE-GTC/2014/SIGNEDOFF01_ENG