GENERAL TERMS AND CONDITIONS OF LEGAL IDENTITY BUCHEM

ARTICLE I – GENERAL

1. These general terms and conditions of sale form part of all agreements concluded by us and are applicable to all offers, bids, order confirmations and deliveries whereby the buyer declares his consent by means of his order or purchase agreement, unless otherwise agreed in writing. The general terms and conditions of sale form an essential part of all agreements to which we are party and apply to all our obligations, of whatever description.
2. We do not accept any reference by the buyer to their own purchase, tender or other (general) terms and conditions. Notwithstanding the terms and conditions employed by the buyer, our general terms and conditions of sale apply.
3. Aside from statutory terms of law, the content of the agreement is exclusively made up of these general terms and conditions of sale together with those stated on the front of the order confirmation and, in the absence of an order confirmation, those on the front of the invoice or written elsewhere. Entries on the order confirmation or invoice which are based on an identifiable error are not binding on us and do not give the buyer grounds for any claim against us.
4. If any of the terms of these general terms and conditions of sale should be inapplicable, void or invalidated, the remaining terms remain unaffected and the inapplicable, void or invalidated term shall be replaced by another specified by us if the original term is removed due to its being inapplicable, void or invalid.
5. If replacement is not possible or if we seek to avoid any dispute regarding the replacement with regard to these changes, the buyer hereby declares in advance that he is willing to agree to any such changes to the agreement reached between the parties, as stipulated by us that the original term was waived on the basis of its being void or invalid.

ARTICLE 2 – THE CREATION OF THE AGREEMENT

2.1 All offers and / or bids submitted by or via us (including prices, delivery times and quality specifications) remain without obligation. Offers and bids expire thirty days after issue by or via us.

2.2 Orders, agreements and / or commissions are only binding on us once we have accepted them. The buyer is considered to have accepted the content of the order confirmation if no written objection from the buyer is received within eight days.
2.3 Changes and / or additions to a confirmed order and / or agreement are only binding on us once we have given our consent in writing.

ARTICLE 3 – DETERMINING WEIGHT AND QUANTITY
3.1 The measurements and weights as stated on the packing slip provided by us determine the invoice for payment.
3.2 If the buyer identifies a discrepancy of more than 5 %, the relevant invoice for payment may be amended by mutual agreement.

ARTICLE 4 – DELIVERY AND TRANSFER OF RISK
4.1 Delivery is made from our factory in Apeldoorn, unless different delivery terms have been agreed. The agreed delivery terms have the meaning generally accepted in the Netherlands, unless rules for the interpretation of delivery terms are specified by the International Chamber of Commerce in the International Commercial Terms (Incoterms), and more specifically the most recent version, if these rules are applicable.
4.2 The delivery time specified in the order confirmation or elsewhere applies from the moment when the order is confirmed but is not regarded as binding unless expressly agreed otherwise. If the delivery time is exceeded, for any reason beyond our control, provided we have informed the buyer of this as quickly as possible, the buyer does not have grounds for any claim for compensation, release from the agreement or (partial) non-fulfilment of his obligations.
4.3 The goods are considered to be delivered if they are ready for dispatch and this has been confirmed to the buyer, unless a different point of delivery has been agreed in writing.
4.4 If the delivery is made in instalments, each part will be invoiced separately, unless agreed otherwise in writing.
4.5 Immediately after the goods are ready for delivery and this is confirmed to the buyer, or at the time that this agreement is terminated or dissolved under this condition, the risk for any damage that may be caused to or by the goods is transferred to the buyer, unless expressly agreed otherwise.

ARTICLE 5 – TRANSPORTATION MATERIALS AND PACKAGING
5.1 Loading and filling of transportation materials and / or packaging provided by the buyer will – unless intentional or gross negligence on our part is proven – be undertaken entirely at the buyer's risk, even if carried out by us and / or if advice is provided by us with regard to these materials or packaging, or further work is carried out. If we do not consider the materials and / or packaging to meet the safety requirements, we reserve the right to refuse to load or package the goods. In such cases, we are not liable for the consequences, whatever they may be, and specifically not liable for damage arising from the delay.

ARTICLE 6 – RETENTION OF OWNERSHIP

6.1 We retain ownership of all goods sold to the buyer until such time as payment is received for all sums owed to us by the buyer in any respect. The buyer is only granted actual physical control of the goods sold. Legal delivery takes place when payment is completed in full. This also applies in cases where delivery is made in instalments.

6.2 Unless expressly agreed by us in writing, the buyer is not entitled to dispose of or encumber the goods before we receive payment in full for them, even if this is their normal mode of business or the usual intention for the goods. The buyer assigns any claims against third parties arising from this disposal or in the event the goods are encumbered, his claims against third parties to us – up to the amount of our outstanding claim. We accept any such transfer in advance. Insofar as necessary, the buyer hereby grants us authorisation for this transfer by means of a writ issued by the court sent to the afore mentioned third parties.

6.3 If the buyer processes, shapes or mixes the goods delivered, or has this carried out on his behalf, to create (new) goods, the buyer does so – if full payment has not been made – on our behalf and as such acts as our representative, under the obligation – if necessary – to transfer all his rights to us, without this reducing any obligation to us and without the buyer being able to claim any compensation on any grounds whatsoever.

6.4 The goods may be reclaimed by us at any time until payment is made in full. The buyer is obliged to return these goods to us immediately and at their expense on our first request. There is no need for any legal agreement, summons or notice of reclamation, and this does not automatically terminate the agreement, notwithstanding our other rights associated with non-timely payment. If we terminate this agreement after reclaiming the goods, any sum paid by the buyer in fulfilment of his obligations will be reimbursed after deduction of our claims against him.

ARTICLE 7 – PRICES

7.1 Payment must be made in the currency specified in the agreement and stated on the invoice.

7.2 All prices are given inclusive of internal packaging and cardboard shipping boxes, but exclusive of special outer packaging and exclusive of VAT and (alcohol) duty, unless otherwise agreed in writing. Special outer packaging is charged at cost and is not returnable, unless otherwise agreed in writing.

7.3 If the costs of consumables, raw materials, freight, import duties, levies, taxes and other charges, wages, salaries and social contributions change after the order confirmation or the conclusion of an agreement, even if these changes are due to reductions in the value of the currency in which the contract was concluded and / or any exchange rate fluctuations, which have resulted in changes in the production and / or sale prices, we are entitled to adjust the agreed price accordingly, taking into account the existing legal requirements.

ARTICLE 8 – PAYMENT

8.1 All payments must be made within thirty days of the date of invoice with no deductions, compensation, offsets, discounts or reductions, for any reason whatsoever, unless agreed otherwise. We are, however, entitled to deviate from the terms of the preceding sentence for every delivery or partial delivery by requesting payment in advance (which can also include payment on delivery), if we deem it necessary.

8.2 If the buyer has not paid within thirty days of the date of invoice or the date agreed in writing, the resulting consequence will be that:

a. the buyer is legally deemed to be in default, without any special notice being required, and we have the right to terminate the contract in whole or in part or fully or partially suspend its implementation, without the intervention of the courts and without having to pay any compensation;

b. all other obligations to us from the buyer shall fall due immediately;

c. the buyer shall be obliged to pay contractual interest of 1.5 % per month on the outstanding amount, calculated from the due date to the date of payment in full, without any notice being required;

d. The buyer is obliged to reimburse any financial losses we suffered due to his late payment, including the costs and out of court collection costs which may include the costs of third parties appointed by us to assess the claim, possibly proving and collecting the sum outstanding. The out of court costs are owed by the buyer.

8.3 The payment of any claim only exempts the buyer from his debt at the moment we have full access to the sum in question. All payments will be allocated to the oldest debt after deduction of costs incurred and interest accrued.

8.4 We reserve the right to demand adequate guarantees and security for the buyer's fulfilment of his obligations, especially if the buyer has failed to pay any invoice promptly. If the buyer declines to provide the guarantees and / or security requested, we are entitled to suspend any further deliveries or to terminate the agreement in full or in part without any intervention. The buyer is thus obliged to pay compensation for the damages we suffered, to include loss of profit.

ARTICLE 9 – NON-FULFILMENT

9.1 In the event of non-fulfilment or late fulfilment of one of the buyer's obligations arising from the agreement or if payment is outstanding; if he requests a suspension of payment or bankruptcy, obtains a suspension of payment, is declared bankrupt, the buyer goes into liquidation or a similar situation, including seizure of his dependants' assets, all our claims fall due in full and immediately. We furthermore have the right to terminate the ongoing agreement(s), if they remain unfulfilled, without the intervention of the court and to reclaim any goods delivered but not paid for, without prejudice to our right to compensation, including loss of profit, and without prejudice to any further rights we may have.

ARTICLE 10 – FORCE MAJEURE

10.1 If we are unable to deliver at all or on time due to a case of force majeure, the delivery obligations are suspended for the period of the force majeure. With regard to price increases, we are entitled to amend the agreed price – as specified in article 7 – and / or the delivery conditions during the period of the force majeure and to invoice the buyer for the amended price. If our obligations are suspended as a consequence of something beyond our control as specified above for a total period of one month, we are entitled to terminate the contract in full or in part for the future without the intervention of the court, or to fully or partially suspend fulfilment of the contract without this giving rise to any claim for compensation.

10.2 Force majeure is understood to include actions taken by governments, of whatever nature, which result in a limitation or hindrance to delivery, a prohibition or limitation to imports and exports, transport blockages – physical and / or economic – war, declaration of a state of war or siege, mobilisation, risk of war, civil war, regardless of whether the Netherlands is involved or not, riot, strike or closure, work-to-rule, occupation or port blockades and / or business interruption, fire, flood, frost, explosion, staff illness, both in our own company or in companies which supply our raw materials or auxiliary materials, and in general any events or circumstances beyond our control – even if these circumstances existed at the time of concluding the contract or accepting the supply assignment and / or order – that complicate or prevent delivery, generally those circumstances which cause such disruption to the regular course of our business, with the result that the (further) execution of the agreement on the same terms cannot reasonably be expected of us.

ARTICLE 11 – LIABILITY AND COMPLAINTS

11.1 Communications from or on behalf of us regarding the quality, composition, handling in the purest sense, possible applications , properties etc. of the goods are not binding on us unless issued in writing and expressly in the form of a guarantee declaration.

11.2. The buyer must check the number and quantity of the goods delivered immediately on delivery. Complaints regarding the number of goods delivered by us must be submitted in writing without delay, on forfeiture of any right of complaint. If no written complaint is received within seven days of receipt of the goods, the quantities specified on the bills of lading, packing notes or any enclosed invoices shall be binding.

11.3 If no written comment is made by the buyer on delivery with regard to the external condition of the goods and packaging delivered, it is assumed that the consignment has been delivered in undamaged condition. The buyer must advise us of any externally visible damage to the goods and / or packaging delivered within 7 days of receipt of the goods, on forfeiture of any right of complaint.

11.4 The buyer must check the goods for defects which are not externally visible within fourteen days of delivery. Complaints regarding defects which are not externally visible must be submitted to us in writing within ten days of delivery of the goods, on forfeiture of any right of complaint. The buyer must follow our instructions regarding the goods and packaging in order to limit any damage.
11.5 Complaints do not give the buyer the right to reduce his payment or demand any compensation, offset or discount.
11.6 Each partial delivery is regarded as a separate delivery.
11.7 Unless expressly stated otherwise, chemicals are only supplied for laboratory and / or production purposes. We shall make every effort to provide appropriate labelling, but we accept no individual responsibility and / or liability for this. It is the buyer's responsibility to take all necessary measures to prevent damage to persons and / or goods. The buyer is obliged to store and use the goods in their original packaging and the buyer is prohibited from changing the labelling or removing the instructions for proper use from the goods and / or packaging.
11.8 We are not liable for consequential or operational damages suffered by the buyer, his subordinates or employees or contractors working for or on behalf of the buyer – of any nature – or damage caused to third parties, caused by the full or partial delivery of the goods, a delayed or faulty delivery or the absence of the delivery of the goods.
11.9 Without it giving rise to any acknowledgement and / or recognition, our total liability shall in no event exceed the net sales price or the net invoice amount of the goods in question that the buyer is due under the agreement, less any amounts credited by us. In any case, claims for our alleged liability must be submitted within six months after the delivery of goods took place in the absence of any termination of the buyer's rights.
11.10 In particular, we are not liable for tangible and / or intangible damage – including economic damage – directly or indirectly caused by the release of any liquid, solid or gaseous substance and / or noise and / or vibration, in general any nuisance to all of the living or non-living elements of the environment, including all movable and immovable property, individually and in combination, specifically: water, air, soil, people, animals, plants and goods and their relationships with each other: ecosystem, nature and landscape and / or any other damage to the environment caused by or due to the goods delivered. The buyer must exempt us from any claims from third parties with regard to the afore mentioned environmental damage, no matter what form these claims may take, and must take out appropriate insurance.
11.11 In any case, the buyer is obliged to exempt us from any claims from third parties, no matter what form or reason these claims may have, which concern the goods delivered and which are marketed by or on behalf of us or the buyer. The buyer must take out appropriate insurance for this.

11.12 Our products are intended for research purposes only; not for use in diagnostic procedures. The buyer accepts all liability for any claims, damage or disputes that may arise from the use of the products supplied, no matter what that use is. We are not liable for any claims, damage or dispute due to (unauthorised) use of the products supplied.
11.13 Dual use: In the event that a product is involved that is listed under EC Council regulation No 388/2012 (subsequent use), Buchem will only sell this with the appropriate permit and mentioning Dual Use on invoices. – If you wish to export this product, you should check with export controls whether a licence is required. Buchem will not take any liability towards non-compliance with legal provisions on the part of the customer.

ARTICLE 12 – INTELLECTUAL PROPERTY
12.1 Goods marketed by us may only be offered or sold with our written consent under conditions specified by us, under brands owned by us or stating our trading name.
12.2 Goods marketed by us in retail packaging may only be sold in the original retail packaging as it comes from us, without any alterations or damage to the packaging or its contents. The goods may never be given away free or sold or offered bundled with items not sold by us for a single total price without our prior written consent.
12.3 The transfer of ownership concerns only the goods themselves. We do not transfer any intellectual property rights, such as patents, copyright, trademarks, design rights and all other industrial rights and licenses associated with the aforementioned intellectual property rights. In the event of an infringement of our intellectual property rights by third parties, the buyer must inform us immediately.
12.4 The buyer must also impose the above conditions of this article on his clients.
12.5 For any violation identified by us or any failure to comply with the provisions of this article, the buyer will owe us a fine of at least EUR 25,000, notwithstanding the right to claim additional damages from the buyer.

ARTICLE 13 – TRANSFER OF RIGHTS AND OBLIGATIONS AND HANDOVER OF CONTROL
13.1 The buyer may not transfer his rights and obligations arising from the agreement, in full or in part, to any third party or arrange for the contract to be performed, in full or in part, by a third party without our prior written consent.
13.2 If, after the conclusion of the agreement, control of all or a significant part of the buyer's business passes, directly or indirectly, into other hands, we have the right to terminate the agreement unilaterally and without intervention by giving fourteen days' notice by registered letter, without any compensation being due. This right is forfeited if we do not exercise it within thirty days after the buyer notifies us in writing of the intended transfer.

ARTICLE 14 – APPLICABLE LAW / COMPETENT COURT
14.1 Dutch law applies to all offers, deliveries, orders or agreements to which these general terms and conditions apply or any resulting obligations.
14.2 Any disputes regarding or arising from our offers, deliveries, order confirmations or agreements to which these general terms and conditions apply or of which they form an integral part shall be resolved solely by the court of Gelderland, located in Apeldoorn. We reserve the right to alter the clause concerning the competent court.

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