



# General Sales Conditions IMMUNOCHEM srl

## **Article 1: Application of the general sales conditions (GSC)**

All offers and contracts issued by IMMUNOCHEM srl are protected by the application of these general terms and conditions of sale as well as in the case of orders confirmed on the basis of an offer issued by IMMUNOCHEM.

The customer's own general terms and conditions do not apply to the relationship with IMMUNOCHEM, the customer waives them in full.

IMMUNOCHEM reserves the right to revise its terms and conditions unilaterally, without notice and at any time. The changes will apply to all offers and contracts subsequent to the changes.

## **Article 2: Offers and contracts**

An offer from IMMUNOCHEM is not binding in nature. If a deadline is set in the offer, it becomes binding as long as the deadline has not expired. An order is accepted by IMMUNOCHEM by means of a written confirmation of the order. It is the responsibility of the client to verify the accuracy of the order placed with IMMUNOCHEM and to report any errors.

After acceptance of the offer, the client cannot cancel it for any reason. If the client decides to force the cancellation, he/she will have to pay the amount of the order in full.

An order administration fee of 50 EUR (excl. VAT) applies to all orders.

IMMUNOCHEM reserves the right to refuse, suspend or cancel any order from a client, in particular if the information provided by the client is incomplete or erroneous or if there is a dispute concerning a previous order.

## **Article 3: Price policy**

The prices fixed by IMMUNOCHEM are valid for delivered products, except if there is an express written derogation.

The client is responsible for the costs of insurance, transport and unpacking of the products.

The client commits himself to fulfill his tax obligations (including VAT and customs duties) with regard to the products delivered by IMMUNOCHEM.

The client is obliged to bear the costs of an increase of the exchange rate which is unfavorable to IMMUNOCHEM. All costs related to the execution of a payment are definitely at the expense of the client.

A price revision upwards or downwards by IMMUNOCHEM can occur on the basis of a suitable justification by listing relevant parameters.

## **Article 4: Payment**

Upon acceptance of the order by IMMUNOCHEM, a pro forma invoice is sent to the client. The pro forma invoice must be paid before the date of shipment. The receipt of the payment is a prerequisite for the shipment of the goods. Each invoice must be paid in accordance with the payment terms and communications provided. Special care will be taken to respect the bank account number. In some cases of historical collaboration, IMMUNOCHEM will accept to send a commercial invoice after delivery. This is an act of trust in the relationship with the client.

Any complaint regarding an invoice must be sent by registered mail and a detailed e-mail to [pberman@immunochem.be](mailto:pberman@immunochem.be). The complaint must be made within eight calendar days after receipt of the invoice. Otherwise, the customer will not be able to dispute the invoice.

Late payments will be notified and consequently all debts of the client towards IMMUNOCHEM will be due immediately. Interest on arrears is calculated on the balance of all outstanding invoices to IMMUNOCHEM. The amount of the interest is due by right and without notice of default. The interest rate applied is, according to the Belgian law of August 2, 2002 governing late payment in commercial transactions, the prime rate plus 7 percentage points rounded up to the next half percentage point. This does not prevent IMMUNOCHEM from proving its actual damage and requesting compensation, from suspending all other obligations related to the disputed contract.

## **Article 5 : Delivery time**

The delivery times indicated are indicative and cannot be binding except by mutual agreement in writing and signed by both parties. The agreement will then be authentic in the applicable constraints and sanctions.

## **Article 6: Reservation of ownership and transfer of risk**

The goods and products shipped remain the property of IMMUNOCHEM until the full payment of the price fixed



beforehand. The full payment includes the interests or indemnities due to the late payment of this price. IMMUNOCHEM forbids the client to modify the product, to encumber it with securities or to transform it in any way. During this period, the client shall keep the product safe, secure and clearly and legibly identified as the property of IMMUNOCHEM.

The risk of destruction, loss, damage, or loss of performance is transferred to the client upon delivery of the product. In the event of restitution of the products in view of a request for resolution of sale, the customer will be indebted of an allowance of devaluation fixed at 5% of the amount of the not balanced invoice by week of detention until restitution of the products. Each week started is a week due.

#### **Article 7 : Special cases and force majeure**

In case of unforeseeable circumstances (floods, drought, strikes, abnormal weather conditions, wars, accidents, material defects) during the process of conclusion/acceptance of the offer, delivery of the order, shipment of the order or any other step of the sales process of IMMUNOCHEM to the client, which makes the delivery of the goods difficult, too expensive or dangerous for the products, IMMUNOCHEM will be able to unilaterally suspend its contractual obligations. IMMUNOCHEM does not accept any risk and will not assume any liability in such cases.

In case of force majeure, IMMUNOCHEM shall not be liable for the temporary or permanent non-fulfillment of a contractual obligation. The conditions of force majeure are laid down in Belgian law (articles 1147 and 1148 of the Civil Code).

*Two conditions are required to consider an event as force majeure:*

- *The impossibility of performing the obligation results from an insurmountable or irresistible obstacle;*
- *The absence of fault on the part of the debtor.*

The doctrine of the field is that the following events are considered as force majeure, although this is not an exhaustive list: earthquake, fire, flood, epidemic, strikes, war, lock-out, stoppage of energy supply, failure of communication systems (internet) on which IMMUNOCHEM's operations depend, or a fact/decision of a third party affecting the execution of the contract or any other cause beyond the reasonable control of IMMUNOCHEM.

#### **Article 8 : Complaints**

Any complaint must be sent in writing to the address pherman@immunochem.be within 3 working days following the reception of the products. After this period, the products will be considered as accepted by the client, which implies their conformity.

IMMUNOCHEM will not accept any claims for damage caused by a carrier commissioned by the client.

All claims concerning performance defects must be sent in writing to pherman@immunochem.be.

In the event that the products are stored and shipped in non-conforming conditions, used for a purpose or according to a process not validated by IMMUNOCHEM, no claim will be admissible.

Common provisions:

After the discovery of any defect, the client is obliged to immediately stop using the product in question and to store the products in a proper manner, under penalty of inadmissibility of the claim.

The defective goods will be returned in a correct packaging, suitable for the products in order to preserve the intrinsic qualities during transport. The terms of return will be agreed upon in writing and explicitly.

IMMUNOCHEM will only accept returns if a complaint/claim has been submitted and declared admissible and justified.

If the complaint is found to be justified, IMMUNOCHEM can make accommodating arrangements for the replacement of the products or a discount on the prices charged.

The payment of the goods is not subject to the settlement of a claim. The obligation to pay remains.

Admissible claims do not include client error or subjective or reckless nature or facts that are not within the competence of IMMUNOCHEM.

#### **Article 9 : Responsibility, exoneration and security**

IMMUNOCHEM will be held liable for damages resulting from gross negligence or wilful intent. This liability is limited to the amount paid for the target event.

It is the responsibility of the client to inform IMMUNOCHEM of any deviation in performance or characteristics of the products within 3 working days in writing.

In case of resale of the goods from IMMUNOCHEM's facilities, the client commits himself to respect the good



distribution practices, to use the products within the framework of use provided by IMMUNOCHEM and this in a professional and adapted way. The necessary documentation and technical instructions shall be provided by the client.

The client shall ensure that the products are handled by competent persons in order of training and sufficiently equipped to use the products safely.

The rights and obligations of the customer remain the property of the customer and cannot be transferred to a third party without prior written agreement.

**Article 10: Insolvency of the customer**

In the event of insolvency proceedings against the client, all amounts owed by the client to IMMUNOCHEM shall be set off by operation of law at the time of the commencement of the insolvency proceedings. This clause is reciprocal towards the client.

**Article 11: Relationship between the parties**

Neither party can bind the other without a written agreement clearly and expressly stating the terms of the agreement. IMMUNOCHEM is an independent legal entity in accordance with Belgian law, therefore, the provisions and specifics of the contract cannot be interpreted as anything other than what is stipulated in the aforementioned contract.

**Article 12: Acknowledgement of non-renunciation**

Failure, neglect or delay by any party to exercise any right or remedy under these terms and conditions shall be construed as a waiver of such right or remedy.

**Article 13: Applicable Law and Jurisdiction**

These General Terms and Conditions, as well as all agreements to which they relate, are governed by Belgian law.

The possible illegality of an article, sentence or paragraph of the present general conditions shall not affect the legality of the other articles, sentences or paragraphs contained in the text. The competent courts will be the only ones to judge the possible illegality of the said article, sentence or paragraph.

The courts of Nivelles ('arrondissement du Brabant Wallon) are exclusively competent to hear disputes related to the present general conditions.

**Article 14 - Discrepancies between the different language versions**

The present general conditions are written in English and French. In case of discrepancies between the different language versions, the French version will prevail.

**Article 15: GDPR & Privacy Policy**

IMMUNOCHEM is compliant with the General Data Protection Regulation.

Our privacy and data protection policy is available upon request.

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