

Centexbel International Ltd

GENERAL TERMS AND CONDITIONS

Art. 1: Definitions

Background knowledge: All information, know-how, methods, techniques, technologies, skills, algorithms, methodologies, materials and intellectual property rights in the same or in related domains of the order, owned by and/or in possession of or controlled by Centexbel International Ltd prior to the commencement date of the order, as well as all developments, improvements and/or completions made by Centexbel International Ltd and/or introduced here outside of the scope of performance of the order.

Foreground knowledge: All knowledge, information, know-how, methods, techniques, skills, algorithms, materials and intellectual property developed by Centexbel International Ltd within the scope of performance of the order.

Results: the data and materials which, according to the stipulations of the agreement, are delivered to the customer at the end of the agreement, to the exclusion of any background knowledge.

Materials: all goods such as basic raw materials, additives, prototypes, tools or equipment which are transferred to the customer by way of result within the scope of the order. Certificates, reports, manuals, drawings, spreadsheets, ... in relation to these goods are also considered materials.

Order: the written order placed by the customer on Centexbel International Ltd for the provision of the Services.

Services: means the services described in the Order to be performed by Centexbel International Ltd.

Art. 2: Preliminary

All Services by Centexbel International Ltd are executed and/or rendered under the terms and conditions indicated below. Subject to any written deviation explicitly approved by Centexbel International Ltd, these terms and conditions take priority over any other contractual provision, including the customer's general terms of purchase.

The regulations for certification also apply to orders within the framework of UKCA Certification. These regulations can be found on [the website of Centexbel International Ltd](#)

Centexbel International Ltd executes the customer's order to the best of its knowledge and ability and with the meticulousness that may be expected of a professional service provider in similar circumstances, according to the rules, and bearing in mind the laws, standards, requirements and regulations in force on the date of conclusion of the agreement. As for the intended results, Centexbel International Ltd enters into an obligation of means with the customer.

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Art. 3: Offers and prices

The agreement with the customer shall not take effect until the order placed by the customer has been confirmed in writing by Centexbel International Ltd or until the performance of the contract is started. This order can be placed either in writing or verbally. Unless expressly stipulated otherwise, the prices are indicative. Centexbel International Ltd reserves the right to adjust its prices.

The subscriber placing an order in his own name or in the capacity of mandatory, or the person paying in whole or in part for the order, even on behalf of third parties, warrants performance by these third parties and binds oneself jointly and severally for them.

Art. 4: Performance

Centexbel International Ltd undertakes to carry out each order with the utmost care and in accordance with the applicable rules, with due confidentiality and bearing in mind the state of the art and knowledge. However, this does not imply any obligation of result. Centexbel International Ltd will make every possible effort to meet the agreed deadline for performance.

The customer undertakes to make all required information as well as all the necessary samples, prototypes, etc. available to Centexbel International Ltd in a timely manner and in sufficient quantity to enable the latter to execute the order. Centexbel International Ltd cannot be held liable for incorrect or incomplete information provided by the customer or for any delay in the execution due to the fact that this information and/or those materials were made available too late or in insufficient quantity.

Unless otherwise agreed between Centexbel International Ltd and the customer, the stated times of delivery are indicative. Centexbel International Ltd shall inform the customer without delay from the moment Centexbel International Ltd suspects or becomes aware that the performance will be significantly delayed and can therefore only be executed with a significant deviation from the indicated delivery time. A delay can never give rise to the termination of the order and/or to any claim for damages. In the event of a significant deviation from the indicated delivery time, Centexbel International Ltd and the customer will determine by mutual agreement any actions to be taken.

Where a report is produced as part of the Services, the report together with the Contract shall constitute the entire agreement and understanding between Centexbel International Ltd and the Customer in respect of the Services and supersedes all other agreements, statements, representations or warranties (other than any made fraudulently) which may have been made verbally by or between the parties and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent).

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Art. 5: Confidentiality

Unless otherwise agreed between Centexbel International Ltd and the customer, the following conditions on the use of information and materials to be exchanged within the framework of the order shall apply.

All information, of whatever nature or form, with the exception of the results of the Order, that is made known to the customer by Centexbel International Ltd, is confidential.

All information, of whatever nature or form, that is made known to Centexbel International Ltd by the customer, is confidential and may not be passed on to third parties without the applicant's explicit consent. This does not apply to information which, in accordance with the law, is to be provided to the supervising authority or to the other accredited inspection bodies.

Art. 6: Results

The performance of the order by Centexbel International Ltd does not imply in any way or at any time the transfer of Intellectual Property Rights from Centexbel International Ltd to the customer or to third parties.

Unless otherwise agreed, Centexbel International Ltd hereby grants to the customer a free, non-transferable and non-exclusive licence to its foreground knowledge insofar as this foreground knowledge is needed to be able to use the results for the application as determined in the agreement.

Depending on the timely and full payment of the agreed sum for the order, the customer acquires the right to use the results for the application as determined in the agreement.

Art. 7: Publications

Unless he has obtained the prior consent of Centexbel International Ltd, the customer is not allowed to use the name of Centexbel International Ltd, of its staff members and agents and/or the brands or the logo for external communication purposes, whether for commercial or any other purposes.

Art. 8: Payment of invoices

All taxes, duties and/or levies, of whatever nature, relating to the services rendered or the goods delivered and the transport thereof, are to be paid entirely by the customer.

Invoices must be paid no later than 30 days after the end of the month, in the currency mentioned on the invoice. Any invoice that is not paid in full within said period shall be increased, by operation of law and without prior notice of default, by 15% of the amount due, with a minimum of 100£. The sum including the surcharge shall, by operation of law and without prior notice of default, bear interest at a rate of 1 % per month. Any started month shall be regarded as a complete month.

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Art. 9: Complaints

Upon the delivery of analyses or other services, the customer undertakes to check immediately whether the delivered analyses or other services correspond with what had been agreed. Centexbel International Ltd must be notified in writing of any visible defects at the latest within eight (8) working days. The defects must be described in detail by the customer. After this term the customer is deemed to have accepted the services or goods and to have found that they are in conformity with the requirements. Lodging a complaint does not release the customer from his payment obligations.

If a complaint is found to be well-founded by Centexbel International Ltd, the test or the analysis will be carried out again without the customer being entitled to any form of compensation.

Art. 10: Termination of the contract by Centexbel International Ltd

In the event of non-payment by the customer or if the latter fails to fulfil his obligations, Centexbel International Ltd shall have the right to terminate the contract with immediate effect by sending a simple written notification eight (8) days following a notice of default that was ignored, without prejudice to Centexbel International Ltd's right to demand reimbursement of all costs incurred and compensation for any losses suffered.

Art. 11: Termination of the contract by the customer

If the customer wants to terminate the contract, this must be done in writing. Such termination shall be valid only if it was accepted in writing by Centexbel International Ltd. In the event that a contract is terminated by a customer, the latter shall be liable to pay a compensation equaling 25 % of the total amount to be invoiced.

Art. 12: Liability and security

Under no circumstance can Centexbel International Ltd be held liable for direct or indirect damage caused to the customer or to a third party. Samples provided will be returned only upon prior written request from the customer. Potential risks of the samples must be notified in writing by the customer.

(Raw) materials that need to be processed during the performance of the order must be accompanied by the MSDS sheet.

Art. 13: Force majeure

Centexbel International Ltd shall be released ipso jure and shall not be liable to fulfil any commitment vis-à-vis the customer in the event of force majeure. A case of force majeure is understood to mean any situation which makes the performance of the contract by Centexbel International Ltd wholly or partly impossible, be it temporarily or not, due to circumstances beyond Centexbel International Ltd's control, even if this circumstance was foreseeable at the time of conclusion of the contract.

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Are considered to be cases of force majeure (non-exhaustive list): defective equipment, strike, absence of delivery or late delivery of necessary materials, etc. In case of force majeure, Centexbel International Ltd's obligations shall be suspended. In such cases Centexbel International Ltd shall make every reasonable effort to reduce the consequences of the force majeure event to a minimum. Should the event of force majeure last longer than two (2) months, then the customer shall have the right to terminate the contract without intervention of the court, and without Centexbel International Ltd being liable to pay any compensation to the customer.

Art. 14: Competent courts – Applicable law

Any dispute relating to the conclusion, the validity, the interpretation or the performance of a contract between Centexbel International Ltd and a customer shall be governed by UK law. Only the courts in the district where Centexbel International Ltd has its registered office shall have exclusive jurisdiction.