

**Article 1: Applicability**

1. These general purchase conditions apply to all goods purchased by B.V. Descol Kunststof Chemie (DESCOL) from supplier and are incorporated into every purchase order issued by DESCOL to supplier, except where DESCOL and supplier have concluded a separate written supply agreement. Modifications to these general purchase conditions or the order placed by DESCOL are only valid if they have been agreed upon by both parties in writing. General sales conditions of supplier only apply if accepted in writing by DESCOL.
2. Type of goods to be supplied, their quantity and their required specifications are defined in the order and/or all other written documentation made available by DESCOL to supplier and in supplier's offer. In case of conflicts between contractual documents of the same nature with respect to the type of goods to be supplied, their quantity and their required specifications, the document bearing the later date has priority.

**Article 2: Order**

1. Orders are placed by DESCOL in writing. Oral orders are only valid if confirmed in writing by DESCOL.
2. The order is deemed accepted upon receipt of an according order confirmation from supplier or upon beginning of the delivery of the according goods, whichever occurs earlier. Any and all terms, conditions or provisions specified by supplier in its acceptance, confirmation or acknowledgement of DESCOL's order that change, modify or differ from the terms of the order and these general purchase conditions are rejected and null and void.
3. DESCOL reserves the right to request adjustments to orders. Supplier shall use best efforts to comply with such requests. The parties mutually agree on any amendments to the purchase price, if any, as a result of such adjustments.

**Article 3: Purchase price and payment terms**

1. Unless otherwise stated the purchase price indicated in the order includes packaging, all taxes (but with the exclusion of any value added tax, if applicable), fees, duties, delivery charges (in accordance with agreed delivery terms) and any other charges applicable to the deliveries. It also covers all services provided by supplier under this order.
2. Payment terms are as stated in the order.

**Article 4: Delivery**

1. Unless agreed otherwise in writing delivery time for the goods is as stated in the order. The agreed delivery time is of the essence and supplier shall be liable for any and all damages, including without limitation consequential damages, incurred by DESCOL as a result of a delay in delivery. Without limiting its duty to deliver on time supplier must immediately notify DESCOL of any circumstances which may delay the delivery of the goods. Partial deliveries are only permitted if agreed by DESCOL.
2. Together with the delivery of goods, supplier shall also deliver all technical documentation and certificates as required for the use of the goods and/or as stated in the order.
3. Unless otherwise stated in the order, delivery term is DDP (Incoterms 2000) to the place named in DESCOL's order.
4. Benefits and risk shall pass to DESCOL upon delivery of the goods in accordance with the agreed delivery terms.

**Article 5: Guarantee**

1. Supplier guarantees that all goods delivered are in conformity with the order either for the period as stated in the order or as provided by the applicable law ("guarantee period"). This means that the goods will be fit for the purpose for which DESCOL destines them, provided that either supplier has been informed of such purpose or the same was otherwise reasonably known to it. Supplier further guarantees that the goods are in conformity with the agreed specifications and approved samples, that they are of sound workmanship, of good quality and free from faults in design, construction, manufacture and material, that they satisfy mandatory regulations relating to inter alia health, safety and the environment, valid in the country of delivery and, in as far as known to supplier, the country of destination and that they do not infringe any third party's intellectual property rights.

2. DESCOL's obligation to inspect the delivered goods is limited to correct type of goods and correct quantity. Every inspection and notification of defects by DESCOL within the guarantee period shall be deemed as having been made in time; DESCOL is not bound to a certain notice period.
3. If the goods are not in conformity with the order, DESCOL may, at its discretion, require that the defective goods be repaired or replaced, or that the missing part or parts be delivered, without prejudice to DESCOL's other rights under these general purchase conditions or under the law, including but not limited to right to rescind the order and the right to claim consequential damages.
4. In the event of rejection, DESCOL shall inform supplier as soon as possible thereof, giving the reason which lead to the rejection. At DESCOL's discretion, rejected goods will be returned by DESCOL to supplier or retained by DESCOL until supplier has given DESCOL further instructions as to their disposal within 5 working days.

**Article 6: Confidentiality**

1. All data and information obtained from DESCOL whether verbally or in writing shall be applied by the supplier for the execution of the order(s) only. All such data and information shall remain DESCOL's property and if in written form shall be returned to DESCOL immediately upon its first request, together with all copies thereof.
2. All data and information shall be kept in strictest confidence by supplier and he shall not refer thereto nor to the fact that he supplies or has supplied DESCOL in any publications, advertisements or other verbal or written form unless with DESCOL's prior written approval.

**Article 7: Improper performance**

Improper performance of supplier will render supplier in default immediately, without notice of default being required. Supplier must compensate DESCOL for all damage resulting from negligence of supplier in the performance of the order or of a wrongful act of supplier, which includes all damages incurred by DESCOL as a result of third party claims.

**Article 8: Additional provisions**

1. Late assertion of a right or waiving a right in a particular case shall not be deemed as a waiver of any of DESCOL's contractual or statutory rights.
2. The order may not be assigned to a third party without DESCOL's prior consent.
3. All offers, orders, contracts and these general purchase conditions shall be governed by the material laws of the country in which DESCOL has its legal domicile. The UN convention on international sale of goods (CISG) shall not apply.
4. All disputes between DESCOL and supplier that ensue from an order will be submitted to the Court having jurisdiction over DESCOL, without prejudice to DESCOL's right to submit a dispute to the court that would be competent absent this clause.