COPY

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CREDIT MEMO	N°: 33400410	Date: 06-nov.-2024

[redacted]
VAT No. : [redacted]

Ship to : [redacted]

Departure Date : 23-oct.-2024

Incoterms : [redacted]

Loading Point
[redacted]

Loading location:
France-Venette

Article	Description	Qty/Unit	Sales price	Currency/Unit	Value
000010	RADIASURF 7355	1,000 TO	300,00	EUR/ 1 TO	300,00
	Drum 180 KG DRUM / 720 KG Pallet	1,389 PAL			
V.A.T collected :			20 %		60,00
Your Order/Ref. :	[redacted]				
Our Sales Order :	[redacted]				
Reference :	[redacted]				

Total quantity:	1,000 TO		
Total Value Before V.A.T:		EUR	300,00
V.A.T amount:		EUR	60,00
Total Value After V.A.T :		**EUR**	**360,00**

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Invoice Terms – Sales of Goods – Oleon NV & Oleon Biodiesel NV

These "invoice terms" are an excerpt of the General Terms & Conditions of Sale of Oleon NV and Oleon Biodiesel NV of which some articles are replaced by referrals. For the full text, visit www.oleon.com/legal.

1. Definitions and applicability

Definitions. For the purposes of this Agreement:
- "Agreement" means any sale of Goods between parties;
- "Appointees" means employees, managers, officers, directors, representatives, agents, affiliates and successors;
- "Business Days" means any working day with the exception of public holidays in Belgium;
- "Buyer" means the entity who purchases the Goods from the Seller;
- "CoA" means certificate of analysis;
- "CISG" means the United Nations Convention on Contracts for the International Sale of Goods;
- "Customer Data Sheet" or "CDS" means Seller document detailing Buyer specific technical specification and quality levels regarding the Goods;
- "Goods" mean the Goods as set out in the Order Confirmation;
- "GTCs" mean these General Terms and Conditions of Sale, as amended from time to time;
- "Indirect Damages" mean any indirect and/or consequential damages such as but not limited to loss of profit, loss of business, opportunities, loss of production, increased or additional costs, additional or non-functional personnel cost, loss of margin, loss of clientele, loss of data, reputational damage, etc.;
- "Order Acknowledgement": a written confirmation by Seller, following a Purchase Order, confirming the receipt of the Purchase Order;
- "Order Confirmation": a written confirmation by Seller confirming the acceptance of the Purchase Order;
- "Party" or "Parties" means Seller and Buyer who may collectively be referred to as Parties or each individually as Party;
- "Purchase Order": any request by Buyer to purchase Goods from Seller;
- "Regulatory Information Sheet" or "RIS" means the Seller document containing the applicable product legislation and regulation;
- "Sanctions": any economic Sanctions laws, regulations, embargoes or restrictive measures, as amended from time to time;
- "Safety Data Sheet" or "SDS" means the Seller document stipulating safety measures that need to be taken into account regarding the Goods;
- "Seller" means, depending on the selling party, **Oleon NV**, Assenedestraat 2, 9940 Evergem, Belgium, VAT BE0405 414 162 or **Oleon Biodiesel NV**, Assenedestraat 2, 9940 Evergem, Belgium, VAT BE0821 745 539;
- "Technical Data Sheet" or "TDS" means any Seller document detailing standard technical specification and quality levels regarding the Goods;

Application. These GTCs exclusively apply to the Agreement between parties regarding the same subject. Any other terms and conditions that Buyer seeks to impose or incorporate are rejected, especially but not limited to those mentioned on the Purchase Order. Any deviation from these GTCs requires the explicit approval in writing of Seller.

Order of Precedence. In case of conflict between different documents applicable to the Agreement, the following order of precedence shall apply: (i) any specific arrangement between parties, (ii) a framework Agreement with Seller, (iii) the Order Confirmation and (iv) the GTCs.

2. Quotation and order confirmation

Binding character. A quotation is only binding if confirmed in writing and insofar the quotation includes (i) a price, (ii) defined quantities and (iii) a defined delivery date/period. If these conditions are met, the quotation is valid for 5 (five) Business Days unless otherwise mentioned in the quotation.

Order Acceptance. The Purchase Order merely constitutes an offer by Buyer to purchase Goods. The Agreement becomes effective on the moment and insofar Seller issues an Order Confirmation to Buyer. The Order Acknowledgement does not constitute an Order Confirmation.

3. Warranty

Quality. Seller exclusively warrants that the Goods shall conform to the specifications in the TDS at the time of delivery, or the CDS if applicable. Seller warrants merchantability of the Goods while these are still in their original packing.

Regulation. Seller warrants product compliance with applicable laws and regulations, amongst which REACH regulation, within the country where Seller delivers (ship to).

Limited warranty. All other warranties of any kind, express or implied, including but not limited to "fit for a particular purpose" or "intended use" warranties, are expressly excluded to the maximum extent permitted by applicable law. Section 7 applies to all warranties given by Seller.

4. Price

Currency. The price of the Goods shall be in Euro, unless another currency has been confirmed in the Order Confirmation.

Included costs. The price includes the costs of packaging, transportation and an unloading waiting time ("dwell time") of two hours, insofar so determined by the applicable Incoterm.

Taxes, duties and other costs. Without prejudice to the applicable Incoterm, the price does not include any taxes, duties, fees, costs or charges, such as VAT, transportation levies, import duties and customs fees, nor dwell time or dwell times that exceed two hours. Any bank charges, including bank commission and any other expenses levied outside the country of Seller, are for the account of Buyer.

5. Shipment & Delivery

Delivery date. The delivery dates mentioned in the Order Confirmation are indicative. Seller has no obligation to a specific time for performance, unless explicitly agreed by Seller.

Incoterms. Parties will rely on Incoterms to agree upon delivery and risk specifications. Unless stated otherwise in the Order Confirmation or Shipping Notification, the Goods will be delivered in accordance with FCA of the location where the Goods are produced or stored, or if such is not known or communicated, FCA Belgium, Evergem.

Delivery documents. Seller will provide a CoA at the latest at time of delivery of the Goods.

Partial deliveries. Notwithstanding art. 5.1, Seller may execute partial deliveries. Buyer accepts that the Goods delivered by partial deliveries can be part of different production runs.

Quantity deviation. For bulk products, a quantity deviation of maximum 7% will not lead to any breach or penalty. For road tank cars the quantity deviation is calculated on the weighted and not on the theoretical volume of the road tank car.

Failure or delay in delivery by Seller. If Seller fails to deliver the Goods or delivers the goods outside of the agreed time window, the liability of Seller shall be limited to the direct and proven damages of Buyer exclusively caused by the delay, excluding any Indirect Damages.

Failure or delay to take delivery by Buyer. If Buyer fails to take delivery or takes any other action, or fails to do so, resulting in the delay of the delivery moment, Seller will be entitled, in addition to payment of the invoice, to payment of damages incurred by Seller, such as but not limited to costs and expenses for storage, deposit, transport and dwell time, or in case of failure, termination of the Agreement.

6. Acceptance

Conformity and visual defects. Immediately upon receipt, Buyer will inspect the Goods for (i) quantity deviations, (ii) visible damage (including transport related damage) and (iii) visible defects and will note these on the transportation documents (e.g. CMR letter). Any quantity deviation (beyond the threshold of art. 5.6), visible damage or visible defect must be notified in writing to Seller within 48 (forty eight) hours after receipt of the Goods, failing which Buyer is deemed to have irrevocably accepted the Goods. The use, even of a part of the Goods, shall be considered as the acceptance thereof.

Hidden defects. Before processing the Goods, Buyer will inspect the Goods for possible quality deviations or other hidden defects. Hidden defects not visible upon delivery and which become apparent later, must be notified to Seller in writing within 72 (seventy two) hours after they have been or reasonably should have been discovered, failing which Buyer shall have irrevocably accepted the Goods.

Retention samples. Proof of visible or hidden defects is the burden of Buyer. To ensure an efficient and correct assessment of the source of possible defects, Buyer will take adequately sized retention samples of the Goods delivered and will archive these as long as a quality assessment could be needed.

Compensation for quantity shortage. See full GTC's on www.oleon.com/legal

Compensation for defects. See full GTC's on www.oleon.com/legal

No suspension. See full GTC's on www.oleon.com/legal

7. Payment

Invoice issuance and payment location. Unless otherwise agreed upon, invoices will be issued on the date of shipment of the Goods and will be payable in Evergem, Belgium on the bank account of Seller, without any deduction of any kind.

Payment Term. Unless otherwise agreed upon, all payments must be made within 15 (fifteen) days from invoice date. Payment shall be deemed received by Seller when payment is credited on his bank account.

Payment failure. If Buyer fails to make payment by the due date and after the first notice of Seller, Buyer is due (i) a late payment interest as per the Law of 2 August 2002 on combating late payment in commercial transactions on the unsettled amount from the invoice date until payment and (ii) a reasonable compensation for recovery costs. Without prejudice to any Seller's right and without incurring any breach or penalty, Seller shall have the right (iii) to cancel or suspend any pending orders and (iv) to revoke credit periods and demand advance payments and/or a payment guarantee.

Set-off. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Assignment of payment claim. Seller may, at its own discretion and without the prior approval of Buyer, assign and/or transfer the payment claim on Buyer to any financial institution in the context of a financing agreement, such as factoring.

Review of Payment Term. See full GTC's on www.oleon.com/legal

8. Transfer of risk and ownership

Risk Transfer. Risk of loss or damage to the Goods shall irrevocably pass to Buyer in accordance with the applicable Incoterm described in art. 5.2 or otherwise agreed upon by Parties.

Ownership Transfer. Ownership to the Goods will be transferred to Buyer upon full payment of the corresponding invoice(s) and any other amounts due regarding the Goods, such as late payment interests. In case of full payment before delivery, ownership will be transferred at the time of transfer of risk.

Retention of Title. Buyer acknowledges that Seller will have a retention of title to any Goods not yet paid and that Seller will always have the right to enter Buyer's premises to take repossession of such Goods. If Goods have been processed, combined or mixed by Buyer with Goods of third parties, the retention of title will apply to the pro rata part of the Goods in the resulting products.

Reselling. Buyer may, in the ordinary course of its business, resell any Goods. If upon reselling Buyer has not yet paid the corresponding invoices, Buyer shall agree with its customers a retention of title arrangement on the same terms as set out herein. Buyer shall assign all its rights arising from the said retention of title arrangements to Seller.

9. Term & termination

Term. Unless Parties entered into a Framework Agreement, the term of the Agreement is limited to the time needed to execute the Order Confirmation.

Termination for a cause. Without prejudice to other rights or remedies, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if (i) the other Party commits a fundamental breach of any term of the Agreement, and fails to remedy according to art. 17.1, (ii) a petition is filed against the other Party for a moratorium of payment, bankruptcy or a similar legal arrangement, the other Party takes any step or action in connection with its winding up or any composition or arrangement with its creditors, having a receiver appointed to any of its assets or, in general, the other Party's financial situation deteriorates to a level that the other Party will reasonably be unable to meet its obligations under this Agreement, (iii) the other Party decides to close its business, or (iv) any direct or indirect change in control of the other Party. In respect of (iv), "control" is to be understood in the sense of article 1:14 of the Code on Companies and Associations.

Termination for non payment. Without prejudice to any Seller's right, Seller may terminate the Agreement with immediate effect by giving written notice to Buyer if Buyer fails to pay two consecutive invoices in a timely manner.

Obligations upon termination. On termination of the Agreement for any reason, Buyer shall immediately pay Seller all outstanding unpaid invoices and any other due amounts (see Sections 4 and 7). Termination or expiry of the Agreement shall not affect any of the parties' rights and remedies that are accrued at termination.

Surviving obligations. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement, shall remain in full force and effect.

10. Force Majeure & Hardship

Force Majeure. Neither Party shall be in breach of the Agreement nor liable for delay in performing or failure to perform, if such delay or failure results from circumstances which were unforeseeable and outside either Party's reasonable control. Shall be considered as an event of force majeure (non exhaustive list): actions by government or another public authority, war, terrorism, riots, strikes, lock out, flood, fire, epidemic or pandemic, breakdown of machinery, inadequate supply or market scarcity of raw material or energy, unavailability of transport and similar matters. In such circumstances the time for the Parties' performance shall be reasonably extended. In case of a proven force majeure, Seller shall furthermore (i) have the right to allocate any products left in stock pro rata over its customers, and (ii) not have the obligation to procure raw materials from other sources than its regular suppliers. If the period of delay or non performance continues for 60 (sixty) days, either Party may terminate the Agreement by giving 7 (seven) days' notice to the other Party. Neither Party will incur any liability because of the exercise of its rights under this Section.

Hardship. If, during the term of the Agreement, performance of the Agreement should lead to unreasonable hardship for one or other Party taking the interests of both Parties into account, both Parties shall endeavor to agree in good faith and in due time to amend the Agreement in the light of the change in circumstances. An increase in raw material price and/or transport price, if included in the price, of more than 10% between the date of the Order Confirmation and shipment, will automatically be considered an unreasonable hardship for Seller. If the Parties are not able to reach a good faith agreement on how to amend the Agreement, Seller will have the option to terminate the Agreement without any liability.

11. Confidentiality

Non disclosure. See full GTC's on www.oleon.com/legal

Allowed disclosure. See full GTC's on www.oleon.com/legal

Limited purpose. See full GTC's on www.oleon.com/legal

12. Claims & damages

Indirect damages. Excluded from Seller's liability to the fullest extent allowed by law are any Indirect Damages whether (i) such damages were foreseeable or not and whether (ii) Buyer was advised of the possibility of such damages or not.

Maximum Liability. The liability of Seller arising out of or related to this Agreement, will per event be limited to twice the total price on the Order Confirmation or € 250 000,00 (two hundred fifty thousand euro zero eurocent only), whichever is less. In any circumstance, the total aggregate liability of the Seller towards Buyer for all events over a period of 12 months shall not exceed € 500 000,00 (five hundred thousand euro zero eurocent only).

Limitation of claims. A claim for damages or indemnification by Buyer expires 2 (two) years after receipt of the Goods by Buyer.

Intrinsic part. Buyer acknowledges that the limitation of liability and indemnification in these GTCs, form an intrinsic part of this Agreement and is essential for the prices and conditions offered by Seller in the Order Confirmation and these GTCs.

Willful misconduct or fraud. In case of willful misconduct or fraud by Seller, Articles 12.1 and 12.2 do not apply.

13. Indemnification

Notice of Third party Claims. Buyer shall give Seller prompt written notice of any claims linked to the Goods, that Buyer may receive from third parties. In no event shall Seller be liable for any losses that result from failure to notify or a delay in providing such a notice. Each notice must contain a description of the third party claim and the nature and amount of the related losses, to the extent these are known at the time. Buyer shall provide to Seller copies of all documents received in respect of such a claim.

Maximum Aggregate Third Party Claim Liability. Articles 12.2 and 12.3 apply to the maximum aggregate indemnification obligation of Seller for third party claims.

14. Compliance

Ethics. The values of the Oleon Code of Ethics are essential to Seller when doing business. Buyer agrees to comply with said Code of Ethics, which can be found at Oleon's website (www.oleon.com), or which can be sent on request.

Sanctions. Parties will comply with any Sanctions, administered, enacted or enforced by the United States, the United Nations, the European Union, Belgium or any other government under whose jurisdiction Seller and/or Buyer operates. Among others, Buyer will not, directly or indirectly, sell or solicit sales, of or provided by Seller and/or Buyer to any entity or individual located in, organized under the laws of, or ordinarily resident in any country or geographic region subject to Sanctions administered by OFAC or the EU. Buyer shall immediately inform Seller of any Sanctions related actions that would be taken against Appointees of Buyer. If, in the reasonable opinion of Seller, it becomes unlawful for Seller to perform (any part of) the Agreement under the applicable Sanctions, Seller shall be entitled to suspend or terminate the Agreement without any liability. Buyer shall indemnify and hold Seller harmless from and against any and all claims, damages, losses, penalties, fees, costs and expenses arising from any breach of this article.

Data Protection. See full GTC's on www.oleon.com/legal

Intellectual Property Rights. See full GTC's on www.oleon.com/legal.

15. Regulatory

Authorizations and licenses. If Buyer is, in accordance to the applicable Incoterm, responsible for any obtaining and maintaining authorizations and/or licenses which may be necessary for importing or exporting, and fails to do such in time for Seller to make delivery on the dates indicated in the Shipping Notification, art. 5.6 shall apply.

Packaging. Packaging is not to be returned to Seller and needs to be processed by Buyer according to applicable regulations.

Audit. See full GTC's on www.oleon.com/legal

16. Miscellaneous

Subcontracting. See full GTC's on www.oleon.com/legal

Assignment of the Agreement. See full GTC's on www.oleon.com/legal

Notices. See full GTC's on www.oleon.com/legal

No waiver. See full GTC's on www.oleon.com/legal

Written. See full GTC's on www.oleon.com/legal

Severability. See full GTC's on www.oleon.com/legal

17. Dispute resolution & governing law

Remediation. In case of a breach, such as but not limited to a quality issue (art. 3.1), late delivery (art. 5.1) or non conformity or defects (art. 6), the defaulting Party must offer the other Party the opportunity to remedy its shortcoming within at least 10 Business Days. If such term would deprive the Agreement of its purpose, the other Party may consider a term that is shorter, but at least still feasible for the defaulting Party to remediate such breach.

Applicable law. This Agreement is governed by and construed in accordance with the provisions of the laws of Belgium, including CISG. Any reference made to "Incoterms" in these GTCs is a reference to Incoterms 2020, the terms and conditions of the selected Incoterm (art. 5.2) form an integral part of this Agreement.

Jurisdiction. Any dispute, controversy or claim arising under, in connection with or relating to this Agreement, in the absence of an amicable resolution, shall be subject to the exclusive jurisdiction of the courts of Belgium. The competent courts are those of the location of Seller.