



## 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 prior to the commencement date of the order, as well as all developments, improvements and/or completions made by Centexbel 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 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.

### Art. 2 Preliminary

All works and services by Centexbel are executed and/or rendered under the terms and conditions indicated below. Subject to any written deviation explicitly approved by Centexbel, 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 Certification. These regulations can be found on the website of Centexbel:

<https://www.centexbel.be/en/certification/general-certification-rules>

Also the OEKO-TEX Terms of Use (ToU) apply to orders within the framework of OEKO-TEX. These ToU can be found on the website of OEKO-TEX:

[https://www.oeko-tex.com/media/oeko\\_tex/downloads/pdf\\_1/OT\\_Terms\\_of\\_Use.pdf](https://www.oeko-tex.com/media/oeko_tex/downloads/pdf_1/OT_Terms_of_Use.pdf)

Specific conditions apply to orders within the framework of testing activities. These regulations can be found on the website of Centexbel.

Centexbel 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 enters into an obligation of means with the customer.

### **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 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 reserves the right to adjust its prices, according to changes in cost 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, in accordance with articles 1120 et seq. of the Civil Code and articles 1200 et seq. of the Civil Code.

### **Art. 4 Performance**

The customer undertakes to make all required information as well as all the necessary samples, prototypes, etc. available to Centexbel in a timely manner to enable the latter to execute the order. Centexbel 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.

Unless otherwise agreed between Centexbel and the customer, the stated times of delivery are indicative. Centexbel shall inform the customer without delay from the moment Centexbel 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 and the customer will determine by mutual agreement any actions to be taken.

### **Art. 5 Confidentiality**

Unless otherwise agreed between Centexbel 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, is confidential.

All information, of whatever nature or form, that is made known to Centexbel 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.

The party, be it Centexbel or the customer, who receives confidential information, undertakes to keep this information confidential and not to pass it on to third parties without the prior consent of the



other party, to use and protect it with the same care as its own confidential information and with reasonable caution, for the entire duration of the order and for a period of three (3) years counting from the date of the final invoice of the order.

## **Art. 6 Results**

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

Unless otherwise agreed, Centexbel 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**

Centexbel has the right to make the results known and to publish them, except when the results contain confidential information of the customer.

Unless he has obtained the prior consent of Centexbel, the customer is not allowed to use the name of Centexbel, 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 Euros. 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.

## **Art. 9 Complaints**

Upon the delivery of tests, analyses or other services or goods, the customer undertakes to check immediately whether the delivered tests, analyses or other services or goods correspond with what had been agreed. Centexbel 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, 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**

In the event of non-payment by the customer or if the latter fails to fulfil his obligations, Centexbel 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'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. In the event that a contract is terminated by a customer, the latter shall be liable to pay a compensation equalling 25 % of the total amount to be invoiced.

#### **Art. 12 Liability and security**

Under no circumstance can Centexbel 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 Terms of performance**

Centexbel 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 will make every possible effort to meet the agreed deadline for performance. Any delay on the part of Centexbel can never give rise to payment of damages or to the dissolution of the contract.

#### **Art. 14 Force majeure**

Centexbel 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 wholly or partly impossible, be it temporarily or not, due to circumstances beyond Centexbel's control, even if this circumstance was foreseeable at the time of conclusion of the contract.

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's obligations



shall be suspended. In such cases Centexbel 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 being liable to pay any compensation to the customer.

#### **Art. 15    Competent courts – Applicable law**

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