1. **Definitions**
   1. “**Agreement**”: any specific agreement concluded between the Supplier and the Customer or any (confirmed) purchase order for the delivery of products and/or the performance of services by the Supplier to the Customer.
   2. “**Confidential Information**”: any information disclosed by the Supplier under or in connection with the Agreement that is identified as confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Customer of the confidential nature of the information.
   3. “**Customer**”: the professional customer that concludes or wishes to conclude an Agreement with the Supplier.
   4. “**Supplier**”: EOC BELGIUM NV, with registered office at Industriepark "De Bruwaan" 24, 9700 Oudenaarde, and registered with the Belgian Crossroads Bank for Enterprises under number 0422.191.708, EOC SURFACTANTS NV, with registered office at Durmakker 35, 9940 Evergem, and registered with the Belgian Crossroads Bank for Enterprises under number 0462.882.515 and/or all their affiliated companies.
   5. “**Terms & Conditions**”: the present General Terms & Conditions of Sale.
2. **Applicability of the Terms & Conditions**
   1. These Terms & Conditions shall apply to each offer, each quotation and each invoice from the Supplier to the Customer as well as to each Agreement.
   2. In the event that one or more provisions of an Agreement or a specific distribution or framework agreement concluded between the Supplier and the Customer deviate from these Terms & Conditions, the provisions of such specific agreement shall prevail.
   3. By placing an order, the Customer declares its agreement with the content and the applicability of these Terms & Conditions and the language in which they are drawn up, it acknowledges effectively having taken note of them in advance and expressly waives the application of its own general terms and conditions (of purchase).
   4. The Supplier may change or amend these Terms & Conditions at any time, and such amended conditions will apply as of the first order following the notification of this new version to the Customer.
   5. In the event that any (part of a) provision of these Terms & Conditions be held invalid or unenforceable, the validity and enforceability of the remaining provisions or that part of the relevant provision that is not invalid or unenforceable shall not be affected. The Supplier and the Customer will in such a case consult with each other in order to replace the invalid or unenforceable provision with a new provision which will allow the parties to achieve, to the extent possible, the purpose and intended economic result of the original provision in a legally valid and effective manner.
3. **Orders & Agreements**
   1. All quotes by the Supplier are, unless otherwise agreed in writing between the parties, valid for a period of 1 month. The prices stated therein only apply to the extent that the quotation is fully accepted by the Customer.
   2. An order is only valid, and binds the Supplier, to the extent that the Supplier confirms this in writing.
   3. A modification or cancellation of a (confirmed) order is only possible with the written consent of the Supplier.
   4. In the event of a modification of an order, the Supplier reserves the right to postpone the initially communicated delivery date.
   5. In the event of an accepted cancellation of an order, the Supplier has the right, by law and without prior notice of default, to a lump sum indemnification of [twenty percent (20%)] of the value of the order, without prejudice to the right to claim higher compensation if the actual damage suffered is higher.
   6. All information provided by the Supplier in the form of catalogues, pictures, drawings, weights, tests (samples), dimensions, technical specifications or shipping documents are for information purposes only and do not form part of the Agreement, unless otherwise agreed in writing between the parties.
   7. Any additional agreements or amendments to the Agreement and/or commitments relating to the Agreement, made after the conclusion of the Agreement, shall only bind the Supplier when confirmed in writing by a representative of the Supplier who is duly authorized for this purpose.
   8. The Customer shall ensure that the Supplier is provided with any required information for the performance of the Agreement in a timely manner. If the required information is not provided to the Supplier after the explicit request of the Supplier to provide him with such information, the Supplier shall have the right to suspend the performance of its obligations under the Agreement and/or to charge the Customer any additional costs and expenses arising from the delay caused by the Customer.
   9. If during the performance of the Agreement it becomes evident that for a proper performance it will be necessary to change or amend the underlying assignment, in whole or in part, the Parties will consult with each other in a timely manner to amend the Agreement accordingly.
4. **Subcontracting and transfer** 
   1. The Supplier has the right to subcontract its obligations vis-a-vis the Customer, in whole or in part. The Supplier has the right to transfer the rights and obligations arising from the Agreement with the Customer to one or more third parties.
5. **Prices**
   1. The prices stated by the Supplier are always exclusive of (i) taxes, duties and/or levies, (ii) VAT and (iii) all other costs related to the delivery of the products (including, but not limited to, insurance, overhead, packaging, transport and forwarding costs, administration, call-out and connection charges), unless the Parties have expressly agreed otherwise in writing.
   2. The Supplier has the right to change the prices and conditions at any time. The amended prices and conditions shall apply on any Agreement concluded as of the notification thereof to the Customer.
   3. The Supplier reserves the right by written notice given at any time before shipment, to increase the current prices and conditions, based on objective elements (including, but not limited to, an increase in price of energy, raw materials, wages etc.). The amended prices and conditions will apply upon notification thereof to the Customer. The price applied is always the price valid at the date of loading.
6. **Payment and Security**
   1. Unless stated otherwise in the invoice, each invoice is payable within thirty (30) calendar days of the date of the invoice. Payment must be made in the currency agreed and without any set-off, discount and/or suspension.
   2. Any dispute with regard to an invoice must, under penalty of inadmissibility, arrive within eight (8) days after the invoice date per mail or per letter at the registered office of the Supplier. In order to be valid, the protest must be substantiated.
   3. In the event of late or non-payment of an invoice, all payment obligations of the Customer will immediately and without prior notice of default become due and payable, without prejudice to the other rights accruing to the Supplier (including the right to obtain compensation for damages from the Customer). This is also the case if the Customer has requested the opening of legal reorganization proceedings, is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, declares for bankruptcy or is dissolved within the limits provided for by the legislation of the insolvency law applicable on the Customer.
   4. In the event of late or non-payment of an invoice, any amount that remains unpaid on the due date will, by law and without prior notice of default, be subject to the statutory interest rate for late payment in commercial transactions, plus two percent (2%) per year. In addition, a lump sum compensation for extrajudicial costs of fifteen percent (15%) of the principal sum due (including taxes, duties and/or levies) with a minimum of hundred and twenty five euros (125 EUR) per invoice, shall be due immediately and without prior notice of default by the Customer, even if a grace period has been granted and without prejudice to the Supplier’s right to claim higher compensation if its actual damage suffered is higher.
   5. Payments made by the Customer shall first of all serve to settle any payable interest and costs and subsequently the longest outstanding payable invoices, even if the Customer should state that the payment is related to a subsequently sent invoice.
   6. If at any point in time, the Supplier has doubts about the creditworthiness of the Customer, including acts of (legal) enforcement against the Customer, in the event of late or non-payment of one or more invoices, in the event of judicial reorganization and/or any other identifiable events that (may) affect the Supplier’s confidence in the proper execution of the commitments made by the Customer, the Supplier expressly reserves the right to suspend deliveries, to demand the Customer advance payment and/or (other) securities or guarantees for deliveries yet to be made, even if the products have already been sent in whole or in part. If the Customer refuses to make an advance payment and/or to provide the demanded securities, the Supplier is without prior notice of default entitled to dissolve the agreement with the Customer, by law and without right to compensation on the part of the Customer.
   7. Setoff on the part of the Customer is explicitly excluded. The Supplier is entitled to offset all claims against the Customer (or its affiliates) against any of its outstanding debts of whatever nature, and irrespective of whether these debts are certain, due and payable. The present provision and this possibility are also valid and enforceable in the event of insolvency, dissolution, judicial reorganization or bankruptcy on behalf of the Customer.
   8. If the Customer fails to perform its obligations, including the payment of the products, the Supplier reserves the right to suspend by law and without prior notice of default, the execution, production or delivery of all current orders, or to dissolve any Agreement without the right to compensation on the part of the Customer.
7. **Delivery and risk transfer**
   1. Unless otherwise agreed in writing between the parties, all deliveries shall be made in accordance with Incoterms® 2020 EX WORKS (from the applicable warehouse of the Supplier). The risk of loss and damage to the products will be transferred to the Customer in accordance with the applicable Incoterm or the Agreement.
   2. The Customer shall take delivery of the products at the agreed time and/or address of delivery. If the Customer or person acting on its behalf is not present at the agreed delivery address and/or time, refuses to take delivery or fails to provide sufficient information or instructions required for the delivery, the products will be stored at the sole risk of the Customer and the purchase price shall become due and payable by law and without prior notice of default. In addition, the Customer shall pay to the Supplier all transportation and storage costs, without prejudice to the Supplier’s right to still claim performance of the Agreement, higher compensation (if the actual damage suffered is higher) and/or to terminate the Agreement.
   3. The Customer, on penalty of forfeiture of its rights, shall inspect the nature, the quantity and the proper condition of the delivered products within eight (8) working days of delivery of the products. Damaged or incomplete products will only be taken back by the Supplier and/or replaced (at the sole discretion of the Supplier) if these products have been returned in the original packaging.
   4. All costs related to inspections of the products shall be borne exclusively by the Customer.
8. **Partial delivery**
   1. The Supplier reserves the right to deliver the products in parts (i.e. partial deliveries) which may be invoiced separately. In case of a partial delivery, the Customer shall also pay in accordance with the provision of article 6 of these Terms & Conditions.
9. **Delivery date**
   1. Indication of the delivery date by the Supplier is always an approximate estimate given in good faith and cannot be considered binding unless expressly agreed in writing that a certain delivery date is binding.
   2. In the event that the Supplier has not delivered the products in accordance with an agreed upon binding delivery date, the parties shall consult with each other and agree upon a new (reasonable) delivery date. Only if the Supplier is also unable to adhere to this new delivery date, the Customer may cancel the order (free of charge), without the Supplier being liable for any compensation. In any case and notwithstanding the foregoing, should the Supplier be held liable for damages due to a late delivery attributable to the Supplier, the liability of the Supplier shall be limited to 5% of the invoice value of the order concerned.
   3. The Supplier reserves the right to suspend the delivery until full payment by the Customer of the amounts due, of whatever kind.
10. **Weight differences**
    1. The Customer agrees and acknowledges that there may be (small) differences in weight between the weight of the products invoiced and the weight of the products effectively delivered.
    2. The Supplier shall use its best efforts to limit the weight difference between the weight of the products invoiced and the weight of the products delivered to a deviation of 1%. Any deviations within such limit shall not entitle the Customer to demand the annulment of the Agreement, to refuse delivery of and/or payment for the products or to demand damages or compensation from the Supplier. A shortage of product delivered exceeding such limit, shall entitle the Customer only to a price reduction in accordance with the weight shortage of the product effectively delivered compared to the weight of the product invoiced.
11. **Force majeure**
    1. Any (whether or not unforeseeable) circumstance outside of the control of the Supplier as a result of which the performance of the agreement is fully or partially, whether or not temporarily, aggravated shall be construed as an event of force majeure. Without intending to be exhaustive, the following circumstances are in any case considered to be cases of force majeure: delays in or failure of delivery to the Supplier by its suppliers, destruction of products due to accidents, extreme shortage of raw materials or goods, operational accidents, mechanical breakdown of facilities, machine breakdown, strike or lock-out, fire, frost, riot, war, terror, terror threats, epidemic and/or pandemic (including any resulting government action), flood, high absenteeism, lack of means of transport, disruption of electricity, computers, internet or telecommunications, decisions or interventions by the government (including the denial or cancellation of a permit or license), fuel shortages, energy shortages, force majeure on the part of a supplier or subcontractor and errors or delays due to third parties.
    2. In the event of force majeure on the part of the Supplier, the obligations of the Supplier to the Customer are suspended for the duration of the delay caused by the event of force majeure and the period of performance shall be automatically extended, without penalty, for an equal period. If the period, during which the performance of the Supplier’s obligations is suspended due to force majeure, should last longer than three (3) months, the Supplier shall have the right to terminate the Agreement, in whole or in part, without judicial intervention, and without being liable for compensation.
    3. If an event of force majeure occurs, the parties shall consult with one another with a view to finding an equitable solution and shall use all reasonable efforts to minimise the consequences of the occurrence.
    4. The Supplier has the right to claim payment for the work already carried out and delivered in the performance of the Agreement, prior to the occurrence of the event(s) causing force majeure.
    5. The Supplier also has the right to invoke force majeure if the event causing the force majeure occurs after the Supplier should already have delivered the performance.
12. **Retention of Title**
    1. The Supplier remains the owner of all products delivered to the Customer until all amounts due by the Customer, for whatever reason, have been paid in full, including interest and costs if applicable.
    2. As long as payment has not been made in full, the Customer may not pledge the products or grant any rights to the products to any third party, subject to the other provisions of this article 12. Any act in breach of the present article 12 is not opposable to the Supplier.
    3. The Customer shall store the products delivered under retention of title separately with the required care and identifiable as the property of the Supplier. In addition, the Customer shall sufficiently insure the products against the usual risks (e.g. loss) and allow the Supplier to inspect the concerning insurance policy at first request. If (it would appear that) the products are not or insufficiently insured, the Supplier reserves the right to take out an appropriate insurance (policy) at the expense of the Customer.
    4. Notwithstanding the foregoing, the Customer is authorized to (re)sell and transfer the products delivered under retention of title to third parties, acting in the ordinary course of the Customer’s business. When selling on credit the Customer shall require from its customers that the products shall remain subject to retention of title in accordance with the provisions of this article.
    5. In the event that the Customer does not pay for the products delivered on time and correctly, the Supplier can immediately, without judicial intervention and without further notice of default, reclaim all products (and request prior thereto an inventory thereof). The Customer must make the reclaimed products available at first request at the registered office of the Supplier, failing which the Customer grants the Supplier the right to enter the (storage)space(s) where the products are located at the Supplier.
    6. The Customer shall provide the Supplier with all the assistance needed to exercise the retention of title pursuant to this article 12 by taking back these products, including carrying out any dismantling required, subject to a penalty of 15% of the sale value (excluding VAT) of the products in question, per day or part thereof that the Customer is in default, without prejudice to the right of the Supplier to claim the actual damage incurred.
13. **Warranty**
    1. With due observance of the following restrictions and the other provisions of these Terms & Conditions, the Supplier warrants that the products delivered and/or the materials used by the Supplier possess the qualities according to their specifications, during the warranty period as described in the Agreement per product group (and which ends in any event at the expiry of the expected shelf life of the products), commencing at the time the Supplier effectively puts the products at the disposal of the Customer. When providing any services, the Supplier warrants that when performing these services due care will be taken.
    2. In case a non-conforming delivery, a visible or hidden defect has been communicated in due time by the Customer and effectively established by the Supplier and the warranty conditions have been met, the Supplier shall have the right, to decide at its own discretion and without prejudice to the other provisions of this article **Error! Reference source not found.**, either to (i) replace the defective products, (ii) reduce the purchase price or (iii) take back the products and refund the purchase price, without further cause to additional compensation. All costs of materials, call-out charges, installation costs and alike are explicitly excluded from the warranty.
    3. Without prejudice to the provisions of this article **Error! Reference source not found.**, the agreed upon warranty obligations will lapse if:
14. the delivered products have not been put into operation by the Supplier or a qualified firm of fitters in accordance with the accompanying installation or usage conditions;
15. the delivered products were produced in accordance with the (technical) specifications explicitly requested by the Customer (for which the Supplier does not take any responsibility);
16. the Customer has used the delivered products for a purpose other than the designated or normal use;
17. the products were not stored by the Customer in accordance with the storage conditions appropriate for the products concerned or as may be communicated by the Supplier to the Customer;
18. the Customer (in the Supplier’s reasonable opinion) has handled, used or maintained the delivered products in an improper manner;
19. the defects in the delivered products are caused by normal wear and tear;
20. defects in the delivered products are the result of any government regulations relating to the nature or the quality of the materials used;
21. The Customer fails to fulfil its obligations towards the Supplier;
22. changes were made to the delivered products by the Customer or third parties, without the prior written consent of the Supplier;
23. the defects in the delivered products are otherwise, in whole or in part, attributable to the Customer.
    1. The Customer will make available to the Supplier all unused, non-mixed and unprocessed products in respect of which it has made a complaint to the Supplier in a suitable location, i.e. in compliance with all laws and industry standards. The Supplier will have free access to the location where those products are located.
    2. If it is necessary to take samples, this will be done by the parties or a qualified expert chosen by the Supplier. The samples taken will be sealed in the name of both parties and will constitute conclusive proof for both parties with regard to the composition, quality and condition of the products at the time the samples were taken.
    3. Any costs (such as labour costs, costs of disassembly, shipment and transport) and risks of a return shipment shall be borne by the Customer. Products or parts of products to be repaired or replaced by the Supplier shall be sent to the Supplier costs paid by the Customer, after obtaining the Supplier’s written consent. Such consent can under no circumstances be regarded as an acknowledgment of liability by the Supplier. The Supplier reserves the right to appoint a carrier.
    4. Products that have been returned and are found not to be defective, will be returned to the Customer. All costs and expenses made by the Supplier regarding the investigation of the complaint shall be charged to the Customer.
    5. In case of replacement or repair of the delivered products, the original warranty period will not be extended and there will not be a new warranty period.
    6. A warranty claim does not give the Customer any right to suspend any of its obligations towards the Supplier.
    7. In the event of sale of products purchased by the Supplier and delivered unprocessed, the products will be sold in the condition they are in. In respect thereof, the Supplier does not provide any warranty and does not accept any liability, unless expressly agreed otherwise in writing and only if, and to the extent that, these products are covered by a warranty provided by the relevant manufacturer/supplier.
    8. If in the context of the performance of the Agreement by the Supplier parts are outsourced to third parties under stricter conditions than these Terms & Conditions, the Supplier may enforce, for the outsourced part of the Agreement, the same stricter conditions against the Customer.
24. **Complaints**
    1. Any complaints with regard to the delivered products shall be submitted, on penalty of forfeiture of rights, in writing and as soon as possible, but no later than the period referred to in article 7.3 or (in case of hidden defects within the applicable warranty period) within eight (8) working days after the defects have been discovered or reasonably should have been discovered, specifying (in detail) the nature and the basis of the complaint(s).
    2. The use, processing or (re)sale of the products deprives the Customer of the right to report a complaint due to visible defects and/or non-conformity. If the Customer fails to report the visible defects and/or non-conformity (in time) it shall be deemed to have accepted the products.
    3. A hidden defect is understood to mean a defect in the sold product that, although it already exists at the moment of purchase, is not visible to the Customer upon delivery, and that makes the product unsuitable for the use for which it is intended by the Supplier. Defects expressed after delivery are, unless proof to the contrary is provided (by the Customer), presumed not to have existed at the moment of delivery and/or to have been the result of a wrong manipulation by the Customer.
    4. Unless otherwise agreed between the parties, the Supplier is not deemed to have knowledge of, or to (have) take(n) into account the application that the Customer will make of the purchased products, and the Supplier therefore cannot be held liable for this. Only the Customer is liable for the use that it makes of the purchased products and/or the purposes for which it uses these products.
    5. In any case, the Supplier can only be held liable for defects in the products that have legally become the property of the Customer.
    6. Complaints about the services provided shall be reported in writing to Supplier by the Customer, within eight (8) working days of discovery, but no later than ten (10) working days after completion of the relevant services.
25. **Liability**
    1. Without prejudice to the other provisions of these Terms & Conditions, the Supplier (including its appointees, representatives and/or employees) is only liable for damages caused due to the failure to comply with its contractual obligations, if and to the extent that this damage was caused by its serious or wilful fault, fraud or deception.
    2. Except in the case of fraud or wilful misconduct, and without prejudice to any other limitations as stipulated in these Terms and Conditions, the Supplier is in no way liable for and cannot be obliged to compensate the Customer for any form of indirect, consequential, special, punitive or exemplary damages, including but not limited to loss of profit, loss of revenue, loss of income, production loss or production downtime, administration or personnel costs, an increase in general costs, missed opportunities, loss of clientele, removal and reinstallation costs, or any claims from third parties (including customers of the Customer).
    3. The total liability of the Supplier per claim is, except in case of deceit or wilful misconduct, in any case limited to the lowest of the following amounts: (i) the invoice value of the order of the Customer, at least for that part of the order to which the liability relates, or (ii) if covered by the Supplier’s liability insurance, the amount covered by that liability insurance.
    4. The Customer shall fully indemnify the Supplier towards third parties in the event of claims by third parties that are made as a result of the incorrect or illegal use by the Customer of the delivered products or any other claim to which the Customer is subject.
    5. Any claim against Supplier, based on an Agreement concluded with Supplier, will be barred by the mere lapse of six (6) months, unless a summons has been issued in a legally valid manner prior to that period. The expiry period will commence on the day following the day on which the Customer has become aware of the damage .
    6. Any defences the Supplier may derive from the Agreement concluded with the Customer to fend off its liability may also be invoked against the Customer by its personnel and third parties engaged by the Supplier for the performance of the Agreement, as if its personnel and as if the aforementioned third parties were parties to the Agreement.
    7. Conditions restricting, excluding or determining liability that may be invoked by third parties against the Supplier, may also be invoked by the Supplier against the Customer.
26. **“Product recall”**
    1. The Customer shall act in respect of the products delivered (or resold) by the Supplier, in accordance with the applicable requirements of product safety.
    2. The Customer shall, upon the request of the Supplier, provide its full cooperation in case the Supplier, whether or not on the basis of applicable European or Belgian regulations, wishes to proceed with a measure in the field of product safety, for instance a public warning or a product recall.
    3. The Customer shall not take product safety measures, such as a public warning, a product recall or informing a competent authority, without the prior written consent of the Supplier.
    4. In order for the Supplier to take the appropriate safety measures (such as a public warning or product recall), the Customer shall keep comprehensive records at all time of the amounts of products delivered as well as when these products were delivered by the Supplier.
27. **Intellectual property rights**
    1. The Customer agrees and acknowledges that the Supplier is and shall remain the sole and exclusive owner of all existing and future intellectual property rights relating to the Supplier and its products. The Customer further explicitly acknowledges that prior to the conclusion of the Agreement no intellectual property rights related to the Supplier or the products have been transferred to the Customer. Unless expressly stated otherwise in the Agreement, the Supplier has not granted a license to the Customer with regard to any of its intellectual property rights.
    2. Every (technical) document, technique or asset to which the Supplier holds intellectual property rights must be returned at the latter’s request and may not be sold, copied, used or marketed without prior written consent from the Supplier.
28. **Termination and cancellation**
    1. Without prejudice to any other legal possibilities of termination and indemnification by the Customer for the damages suffered by the Supplier, the Supplier has the right to terminate the Agreement or cancel a purchase order, without any court intervention and without giving any further notice or paying any damages for termination, if:
       1. the Customer has requested the opening of legal reorganization proceedings, is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, declares for bankruptcy or is dissolved, in each case within the limits provided for by applicable mandatory legislation.
       2. a change of control of the Customer has taken place since the conclusion of the Agreement;
       3. the Customer is unable to fulfil its obligations towards Supplier due to force majeure and the period, during which the performance of the Customer’s obligations is suspended due to force majeure, lasts for at least 20 calendar days;
       4. The Customer fails to comply with any of the obligations set forth in the Agreement and/or these Terms & Conditions and, where such failure is capable of being remedied, has omitted to remedy such failure within a reasonable time specified in a notice of default served by the Supplier.
    2. The Supplier may also terminate the Agreement if it becomes clear that the Customer will not execute its obligations under the Agreement correctly. Notwithstanding article 5.90 (alinea 2) of the Belgian Civil Code, exceptional circumstances are not required and no prior notice of default is needed in which the Customer is asked for guarantees that ensure the proper performance of its obligations.
    3. The Customer shall continue to fulfil all its (financial) obligations under the Agreement and/or these Terms & Conditions until the date of termination/cancellation of the Agreement/order.
29. **No assignment** 
    1. The Customer does not have the right to encumber or transfer or assign any rights or obligations under any Agreement without the prior written consent of Supplier.
30. **Confidentiality**
    1. The Customer agrees (and shall cause its employees, agents, directors, shareholders and any other person who may have access to or knowledge of the Confidential Information) to hold in strict confidence and use all reasonable efforts to maintain the secrecy of all Confidential Information during the term of the Agreement and after its termination.
31. **Governance and integrity**
    1. The Customer is considered in its business operations in general and in the performance of the Agreement in particular to comply with all relevant laws and regulations, including but not limited to all applicable provisions related to competition, export control and sanctions, bribery, environment and (product) safety.
32. **Code of Conduct – ESG**
    1. See website www.eocgroup.com
33. **Governing law and disputes**
    1. The contractual relationship between the Supplier and the Customer shall be exclusively governed by the laws of Belgium. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is explicitly excluded.
    2. Any disputes concerning an offer, quotation and order confirmation from and each agreement between the Supplier and the Customer shall be handled exclusively by the competent Belgian courts of the judicial district of Ghent, division Oudenaarde.
34. **Translation**
    1. In case of any contradiction between the Dutch version of these Terms & Conditions and a translation thereof, the terms (and interpretation based upon) of the Dutch version shall prevail.