

General Purchasing Conditions – MF Construction Chemicals

1. Scope of Application

1.1. These general purchasing conditions apply to all orders, deliveries, and agreements whereby the buyer (hereinafter referred to as “the Buyer”) purchases goods or services from the supplier (hereinafter referred to as “the Supplier”).

1.2. Deviations or additions are only valid if expressly and in writing accepted by the Buyer.

1.3. The Supplier’s general sales conditions shall not apply unless expressly accepted in writing by the Buyer.

2. Orders and Confirmation

2.1. Orders shall only be binding upon written order confirmation by the Supplier.

2.2. The Supplier shall execute the order in accordance with the agreed quantities, specifications, prices, and delivery terms.

2.3. Any changes require the Buyer’s prior written approval.

3. Prices and Payment

3.1. The agreed prices are fixed, exclusive of VAT, but inclusive of packaging, transport, insurance, and all additional costs, unless otherwise specified.

3.2. Invoices are payable within 60 days end of month following receipt of the correct invoice and approval of the delivery.

3.3. The Buyer may suspend payment in case of non-conforming or defective products.

4. Delivery and Transfer of Risk

4.1. Delivery shall be DDP (Delivered Duty Paid) to the address specified by the Buyer, in accordance with Incoterms 2020, unless otherwise agreed.

4.2. Delivery deadlines are binding. In the event of delay, the Buyer reserves the right to cancel the order, in whole or in part, without being liable for any compensation.

4.3. The risk shall only transfer to the Buyer after actual delivery and acceptance of the goods.

5. Quality and Warranty

5.1. The Supplier guarantees that the products:

- comply with the agreed specifications and applicable legal standards (Belgian and European),
- are free from defects and contamination, and
- are suitable for their intended use.

5.2. The Buyer reserves the right to carry out a quality inspection or sampling upon delivery.

5.3. In the event of non-conformity, the Buyer is entitled to free replacement, repair, or reimbursement, at the Buyer's discretion.

5.4. The warranty period shall be at least 12 months from delivery.

6. Intellectual Property

6.1. All intellectual property rights to documents, specifications, or designs provided by the Buyer shall remain the property of the Buyer.

6.2. The Supplier may use the Buyer's name, trademarks, or logos (e.g. for distribution or promotion of Rubio Monocoat products) only with the Buyer's prior written consent.

7. Liability and Indemnification

7.1. The Supplier shall be liable for all damages, including consequential damages, resulting from any fault or negligence in the delivery.

7.2. The Supplier shall indemnify and hold the Buyer harmless from any third-party claims arising from defective products or non-compliance with legal requirements.

8. Force Majeure

8.1. In the event of force majeure (such as strike, fire, natural disaster, war, or government measures), the Supplier must immediately notify the Buyer in writing.

8.2. If the situation of force majeure lasts longer than 14 days, the Buyer may terminate the agreement without any compensation being due.

9. Termination

9.1. The Buyer may immediately terminate the agreement if the Supplier:

- fails to fulfil its contractual obligations,
- is declared bankrupt or files for judicial reorganization, or
- ceases its business activities.

10. Applicable Law and Jurisdiction

10.1. This agreement shall be governed exclusively by Belgian law.

10.2. All disputes shall fall under the exclusive jurisdiction of the courts of the judicial district in which the Buyer's registered office is located.

11. Final Provisions

11.1. If any provision of these conditions is found to be invalid, the remaining provisions shall remain in full force and effect.

11.2. These conditions form an integral part of the order and take precedence over any other documents from the Supplier.