

BECHEM Lubrication Technology

Terms and Conditions



1. General

1.1 These general terms and conditions of sale ("General Conditions") are applicable to every offer, quote, purchase order, order confirmation, invoice or agreement between any affiliate of BECHEM Lubrication Technology, LLC ("BECHEM") and the purchaser ("Purchaser") of goods hereunder, unless otherwise agreed in writing between the parties. In the event of any conflict between these General Conditions and any more specific conditions agreed in a separate writing between the parties ("Specific Conditions"), the provisions of the latter shall prevail.

1.2 The General Conditions and any Specific Conditions shall hereinafter jointly be referred to as the "Agreement"

1.3 Acceptance of the General Conditions implies that the Purchaser renounces in full the application of its own general terms and conditions (of purchase), which are rejected by BECHEM.

2. Delivery

2.1 Purchaser agrees to inspect all material as it is unloaded, and if transit damage has occurred, Purchaser will substantiate the claim with the carrier on the freight receipt. Unless so noted, any materials offloaded will be considered as delivered in good condition. All shipments are FCA Cleveland/Collect (Incoterms 2020) the BECHEM shipping point, unless otherwise expressly agreed in writing. Purchaser assumes all risk and liability for loss or damage resulting from the shipment, handling, use or application of the goods and their containers.

2.2 Times of delivery are only estimates and not guaranteed. BECHEM will use its commercially reasonable efforts to fulfil each order on the confirmed delivery date and to avoid or limit delays.

2.3 The Purchaser is obliged to take possession of the ordered products on the confirmed delivery dates. Should the Purchaser for any reason, except for delivery of defective products, not take possession of the products at the time of delivery: (I) the products shall be deemed to have been delivered; (II) the risk in the products shall pass to the Purchaser; and (III) BECHEM is entitled to store the products at the sole expense and risk of the Purchaser. Such protective measure does not suspend the payment obligation of the Purchaser.

3. Title and Risk of Loss

3.1 Title and risk of loss for all products sold by BECHEM will pass to

Purchaser upon delivery to the carrier at the BECHEM shipping location.

3.2 BECHEM shall not be liable for any discharge, spill or other incident, including but not limited to expenses for any clean-up costs, involving any materials transported hereunder.

3.3 BECHEM assumes no obligation or liability for any technical or other advice given about the goods or the results to be obtained from them, whether alone or in combination with other materials. Purchaser is not entitled to rely on BECHEM and must independently make its own evaluation of any advice given and the suitability, use, qualities and proper application of the goods ordered. Purchaser agrees to familiarize itself with and keep informed of any hazards to persons and/or property involved in handling and use of and applications for the goods, their proper labelling, storage and packaging and the containers in which the goods are shipped. Purchaser shall advise and warn its employees, customers, independent contractors and others who handle and use or can be expected to handle and use the goods of their hazards and proper use and storage.

4. Price and Payment Terms

4.1 Orders are invoiced at the prices and on the terms and conditions specified in the purchase order confirmation.

4.2 Each customer will have a credit limit based on our analysis, which may only be raised temporarily or permanently through the approval of the Controller. Any company that exceeds its credit limit will be on COD until additional credit is granted or payment is received. Small volume customers without a satisfactory payment history will be C.O.D.

4.3 Unless otherwise agreed, or pursuant to Section 4.5 below, BECHEM's invoices are payable within 30 calendar days following the invoice date, via bank transfer on such bank account as indicated thereon (including any costs, taxes, duties or other levies). Any account at or over 10 days past due will be placed on "hold" status until payment is received. Any objection should be communicated by the Purchaser via registered mail within 7 calendar days following receipt of the invoice. Upon expiration of such term, the relevant invoice shall be considered accepted by the Purchaser and no further complaints shall be accepted by BECHEM. Customers that have balances over 90 days old from the date of invoice will lose credit status and can only order prepaid or C.O.D. until the credit status is changed by the C.F.O.

4.4 All non-US customers are required to make payments electronically.

4.5 In case of (partial) non-payment of an invoice on the due date will be subject to a hold on the Purchaser's account. All legal costs incurred by BECHEM in the process of collecting any past-due amounts are payable by the Purchaser.

4.6 In case of (partial) non-payment of an invoice on the due date

BECHEM further reserves the right to suspend the execution of all pending purchase orders.

4.7 Payment by credit card for invoiced amounts are accepted when Purchaser has previously supplied BECHEM with a complete credit card payment application and authorized payment in full upon shipment of the products (only Visa and MasterCard are accepted). An \$36.00 USD credit card processing fee will also be applied on orders less than \$1,000.00 USD. Orders \$1,000.00 USD or more will be charged a credit card processing fee of 4.0% of the total order amount.

4.8 To all prices the respective VAT and if applicable other indirect taxes shall be added. All the amounts and payments that Client shall pay derived from any purchase of goods or products to BECHEM shall be paid free from reductions, deductions, expenses, withholdings, commissions and/or compensations, therefore, Purchaser shall not deduct, discount, withhold and/or compensate any amount. It is reinforced that until the express written confirmation from BECHEM to any purchase order or request of Client, BECHEM shall not be obligated to sell the ordered or requested good or product.

5 Disclaimer of Warranties and Limitation of Remedies

5.1 BECHEM is NOT the manufacturer of the products listed on a purchase order. The products furnished hereunder by BECHEM shall carry whatever warranty the manufacturer has conveyed to BECHEM and which can be passed on to Purchaser and none other. BECHEM makes no other warranty or representation of any kind whatsoever, express or implied, and to the greatest extent allowed by law all warranties including but not limited to any warranty of merchantability and fitness for a particular purpose are hereby disclaimed.

5.2 Purchaser agrees that its remedy for breach of any part of this Agreement shall be limited to the purchase price of the products actually purchased and delivered or replacement of such products as BECHEM determines in its sole discretion. In no event shall BECHEM be liable for any indirect, special, punitive or consequential damages, nor shall BECHEM be liable for lost profits, lost revenue or any similar claims.

6. Indemnity

6.1 Except where BECHEM is proven to be negligent, Purchaser hereby assumes and agrees to defend, indemnify and hold BECHEM harmless from any and all liability arising from claims by Purchaser and any third parties, including without limitation Purchaser's employees and customers, for damages and costs (including reasonable attorneys' fees) resulting from or in connection with the services or the goods delivered hereunder whether or not they are used in combination with other substances or are used in any manufacturing, blending or other processes. Purchaser further agrees to indemnify BECHEM against all losses occasioned by the negligence of Purchaser or its agents.

7. Anti-bribery and Export Control

When conducting business with BECHEM, the Purchaser shall, and shall cause its directors, officers, employees, agents and representatives (the "Representatives") to comply with BECHEM's Code of Conduct, all applicable anti-bribery legislation and any local or international export control regulations. In particular, the Purchaser and its Representatives shall refrain from (I) making any payments or give other inducements which are considered as a bribe or facilitation payment and (II) infringing any diplomatic, economic or military sanction or restrictive measure imposed on certain countries, individuals or entities by any governmental department or agency of the United States of America.

8. Force Majeure

BECHEM shall be legally released of, and not obliged to comply with, any obligation vis-à-vis the Purchaser in case of an event of force majeure including but not limited to explosion, fire or flood, protests, riot, civil commotion, acts of terrorism, governmental actions, lock-outs, traffic circulation problems, strikes or other industrial action, import or export restraints, embargo, equipment damages, failure of BECHEM's supplier to deliver the products in time to BECHEM and any event which prevents the normal supply of its products, as well as similar circumstances that affect BECHEM's subcontractors or suppliers. During such event of force majeure, the obligations on the part of BECHEM are suspended for a period equal to the period during which the event of force majeure exists.

9. Termination

BECHEM has the right to terminate the Agreement with the Purchaser at any time, with immediate effect, without prior notice and without compensation (I) in case the products are seized by a third party; (II) in case of breach by the Purchaser of one or more of the obligations arising from this Agreement in case the breach has not been remedied within 7 calendar days

following a written notice by BECHEM; (III) in case of a breach by the Purchaser or its Representative(s) of any of the obligations set out in paragraph 7, (IV) if the Purchaser enters into any composition or similar general arrangement (formal or informal) with its creditors or is or threatens to be unable to pay its debts, is subject to a procedure of judicial reorganization or bankruptcy, has a receiver or administrator appointed in respect of its undertaking, assets or income or any part thereof, has passed a resolution for its liquidation, or a request is filed or an order is made by any court for its liquidation or for its administration; or (V) if the Purchaser ceases to trade. In case of termination, BECHEM likewise reserves the right to claim compensation for all costs, interests and damages incurred by BECHEM.

10. Confidentiality

The Purchaser acknowledges that in the course of the performance of its Agreement it may have access to confidential or proprietary information of BECHEM. Such confidential information will remain the sole and exclusive property of BECHEM and will not be used by the Purchaser for any purpose other than the discharge of the Purchaser's obligations hereunder.

11. Miscellaneous

11.1 The Agreement constitutes the entire agreement between the parties. The Purchaser acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of BECHEM which is not set out in the Agreement.

11.2 In the event that any one or more of the provisions of the Agreement, shall, for any reason, be held to be <http://www.mtc.gov/Resources/Uniform-Sales-Use-Tax-Exemption-Certificate>

invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed in the manner which reflects as closely as possible the provision which has become ineffective.

11.3 Failure or delay by BECHEM in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement. Any and all claims by Purchaser will be deemed waived unless made in writing to BECHEM within 10 days of when Purchaser learns or reasonably should have learned about the claim and in any event not later than 30 days after shipment. 11.4 Any waiver by BECHEM of any breach of, or any default under, any provision of the Agreement by the Purchaser will not be deemed to be a waiver of any subsequent breach or default.

11.5 The Purchaser may not assign any of its rights or obligations without the prior written consent of BECHEM. BECHEM may assign any of its obligations under this Agreement to any of its affiliates.

12 Applicable Law and Jurisdiction

12.1 All Agreements as well as all other agreements that result there from, are exclusively governed by the laws of the state identified in the address for the BECHEM on the invoice to Purchaser, without regard to choice of law rules.

12.2 All disputes arising out of or in connection with the Agreement as well as all other agreements that result there from, shall be exclusively submitted to the courts of the state identified in the address for BECHEM.