

# General Terms and Conditions

Version [17 February 2026] – translated from the master version in Dutch Language

## 1. Definitions

In these general terms and conditions, the terms and expressions used below have the following meanings:

- **General Terms and Conditions:** these general terms and conditions of FROMTO, which apply to (1) each Order issued by FROMTO, (2) each acceptance by the Buyer of an Order issued by FROMTO, (3) the Order Confirmation and (4) the Agreement as well as (5) the delivery or making available of a Sample.
- **Product:** the products to be delivered by FROMTO to the Buyer in accordance with the Product Datasheet, on the basis of the Agreement.
- **Product Datasheet:** the product information provided by FROMTO to the Buyer regarding the nature, properties and composition of the Product via <https://fromto.be/downloads>.
- **Safety Data Sheet:** the safety information provided by FROMTO to the Buyer concerning the hazards, properties and safe handling of the Product via <https://fromto.be/downloads>.
- **Hardship:** any event or change not foreseen and/or reasonably assumed at the time of sending the Order and/or concluding the Agreement, including (without limitation) circumstances of a financial, economic, technical, political or legal nature that disturb the balance of the obligations of the Party affected, e.g., because performance becomes more expensive or its value decreases.
- **Delivery:** the making available of the Product to the Buyer or a third party designated by the Buyer, regardless of the legal title or modality, including, without limitation, handover, transfer, release, consignment or any other form of factual or legal transfer of control over the Product.
- **Order:** a purchase order that contains the concrete modalities (quantity, price, etc.) for the Delivery of Product(s).
- **Order Confirmation:** the written confirmation by FROMTO of the Order issued by the Buyer setting out the special terms and concrete modalities (quantity, price, etc.) under which the Products are sold (and delivered).
- **Buyer:** any natural or legal person that qualifies as an 'undertaking' within the meaning of Article I.1, 1° of the Belgian Code of Economic Law and that concludes an Agreement with FROMTO or requests and/or accepts an Order to that end.
- **FROMTO:** FROMTO Beringen NV, Herkenrodesingel 14, 3500 Hasselt, enterprise number 0764.409.686 (RPR Antwerp, division Hasselt).
- **Agreement:** the set of arrangements between the Buyer and FROMTO regarding the Delivery of Product(s), as laid down in (i) the Order issued by FROMTO and timely and



unchanged accepted by the Buyer or (ii) the Order Confirmation, and to which these General Terms and Conditions apply.

- **Force Majeure:** unforeseeable and exceptional circumstances not attributable to a Party (other than the Buyer's financial capacity) making performance (temporarily or definitively) impossible in whole or in part, such as war, threat of war, strikes, lock-outs, civil commotion, riots, fire, water damage, unworkable weather, natural disasters, sit-ins, import/export restrictions, government bans, machinery defects, energy supply interruptions, transport problems, material shortages, (health or financial) crises or pandemics, abnormal price increases of wages, raw materials, materials and/or energy.
- **Party:** the Buyer or FROMTO, each separately.
- **Parties:** the Buyer and FROMTO jointly.
- **Sample:** a specimen of a Product provided by FROMTO on a non-binding basis solely to assess properties, quality or suitability.
- **Site:** the operating unit of FROMTO at 3583 Beringen, Industrieweg 180.

## 2. Scope

- 2.1. These General Terms and Conditions apply to any legal relationship between FROMTO and the (potential) Buyer arising from or related to (i) the Order, (ii) the Order Confirmation, (iii) the Agreement and (iv) the Delivery of Product(s) or the making available of Samples.
- 2.2. They apply to the exclusion of the Buyer's general and/or special (purchase) conditions; by accepting these terms the Buyer irrevocably waives its own conditions, even if communicated before or after the Order/Order Confirmation, conclusion of the Agreement or Delivery.
- 2.3. Each provision must be read in conjunction with the others, the Agreement forming a balanced whole of rights and obligations.

## 3. Formation of the Agreement

- 3.1. The Agreement is concluded only when (i) FROMTO provides an Order Confirmation to the Buyer, or (ii) the Buyer provides FROMTO with a written acceptance of the Order within the expiry period in Article 3.2, thereby agreeing to the special terms in the Order, these General Terms and Conditions and, where applicable, the Product Datasheet, Safety Data Sheet and/or other specifications.
- 3.2. Unless expressly agreed otherwise by FROMTO, an Order is valid for ten (10) calendar days from its date. After that, it lapses by operation of law; only FROMTO may accept a late acceptance as valid, after which an Agreement is concluded.
- 3.3. Only the terms in these General Terms and Conditions, the Order Confirmation and/or the Agreement bind the Parties, unless agreed otherwise in writing.
- 3.4. Once concluded, changes are only possible with prior written approval of the Parties.
- 3.5. The Buyer is not entitled to unilaterally terminate or rescind, except as provided herein.



- 3.6. The Buyer is deemed to have the necessary technical knowledge and, before Order Confirmation/acceptance, to have reviewed the raw materials/properties and composition of the Products and to deem them suitable for its intended use, application or processing.
- 3.7. Any advice, catalogues and Samples by FROMTO are provided without obligation.

#### 4. Prices and Payment Terms

- 4.1. Unless agreed otherwise, prices stated in the Order are net; VAT, levies and other costs (including transport and storage) are excluded and for the Buyer's account. Any increases between confirmation/acceptance and Delivery are borne by the Buyer.
- 4.2. Unless agreed otherwise, each payment is due by the due date on FROMTO's invoice (or within thirty (30) calendar days of receipt if none is stated) by bank transfer to the account on the invoice. Exchange rate risk is solely for the Buyer.
- 4.3. In case of late/non-payment, default interest under the Belgian Act of 2 August 2002 applies as from due date, by operation of law and without notice, without prejudice to other rights; in addition, a lump-sum compensation of 10% with a EUR 50 minimum is due (without prejudice to higher proven damages).
- 4.4. The Buyer shall indemnify FROMTO for any collection costs caused by the Buyer's late/non-payment.
- 4.5. Non-payment of one invoice makes all other outstanding invoices immediately due by operation of law.
- 4.6. If the invoice is not protested by registered letter or e-mail within eight (8) calendar days after receipt and in any event before use/resale of the Products, with reasons, it is deemed irrevocably accepted. Protesting does not suspend payment.
- 4.7. In case of (threatened) late payment, FROMTO may suspend its obligations (including further Deliveries) until full payment, without compensation being due and without prejudice to damages.

#### 5. Delivery and Transfer of Risk

- 5.1. Delivery takes place per the technical specifications in the Product Datasheet; no other warranties (express or implied) are given as to properties.
- 5.2. FROMTO does not warrant suitability for any specific application, processing or combination with other products; all risks of processing/use/application remain with the Buyer.
- 5.3. FROMTO will make reasonable efforts to deliver within the period agreed in the Order Confirmation and/or Agreement.
- 5.4. Unless otherwise agreed, delivery times are indicative only.
- 5.5. Except in Force Majeure/Hardship, if there is an abnormal delay or material exceedance, the Buyer may terminate in writing without court intervention if FROMTO still has not delivered within thirty (30) calendar days after notice of default; the Buyer waives other remedies. No termination right if trade in the sold Products is later prohibited or they are withdrawn from the market; no price refund then.



- 5.6. Delivery time is extended if weather prevents proper/safe Delivery.
- 5.7. Unless otherwise agreed, Delivery is EX WORKS (Incoterms® 2020).
- 5.8. Risk passes when the Product is made available at the Site before loading; Buyer should insure. From Delivery, Buyer bears risks for storage, handling, transport, processing and any other activity concerning the Products.
- 5.9. If Products must be collected at FROMTO and are not collected at the agreed time, risk passes at that time and FROMTO may claim EUR 50 per day delay, without notice, without prejudice to specific performance or dissolution under Article 12.2 with possible damages.
- 5.10. A Buyer refusing acceptance/collection pays resulting costs (e.g., storage and freight), without prejudice to price, interest and lump-sum increases due.
- 5.11. Upon Delivery, Buyer signs delivery documents. By signing, Delivery is deemed accepted and Buyer declares to have taken note of the Product Datasheet and Safety Data Sheet.
- 5.12. Unless otherwise agreed, Buyer is responsible for export, customs and import formalities and costs.

## 6. Inspection and Complaints

- 6.1. Buyer must inspect immediately after Delivery to verify quantity/quality vs. Order/Order Confirmation. Complaints must be notified without delay and at the latest within the periods below by registered letter or e-mail and exclusively via the form at <https://fromto.be/downloads>, duly completed. Rights lapse after the deadlines; Products are then irrevocably accepted. Burden of proof lies with the Buyer.
- 6.2. Visible defects (including quality, dimensions, weight and/or quantity): notify immediately and at the latest within forty-eight (48) hours of Delivery, failing which the Product is irrevocably deemed accepted and in good condition and conform quantity/type.
- 6.3. Hidden defects: limited to defects appearing within six (6) months of Delivery; notify immediately and at the latest within fourteen (14) calendar days after discovery, with detailed statement.
- 6.4. Complaint notification does not affect Buyer's obligation to perform, including payment.
- 6.5. If justified, FROMTO may (at its sole option) (i) take back and refund (including advances), in which case the Agreement is terminated by operation of law, or (ii) replace/repair/remedy within a reasonable period; no dissolution/cancellation or additional liability for damage/delay, and no additional warranties may be demanded.
- 6.6. Unless agreed otherwise, Buyer accepts deviations up to twenty (20)% of agreed weights/quantities; the price is due pro rata the delivered quantities.
- 6.7. No complaint is valid if Products were alienated, processed/treated, or used, maintained or stored contrary to FROMTO's information.
- 6.8. No complaint is valid regarding Samples provided on a completely non-binding basis; Samples are provided "as is", without any warranty, including fitness for a particular purpose.

## 7. Retention of Title

- 7.1. Without prejudice to risk transfer, Products remain FROMTO's property after Delivery until full payment of price, interest, costs and damages. In case of late/non-payment, FROMTO may reclaim the Products at any time based on retention of title.
- 7.2. Until ownership transfers, Buyer shall not (i) dispose/use as payment, (ii) pledge or encumber, (iii) process/treat/transform, or (iv) store/maintain other than per the highest customary standards and safety requirements, and clearly mark as FROMTO's property; clause is deemed repeated for each sale. Buyer shall notify FROMTO immediately of any seizure or action affecting retention of title.

If breached, Buyer (i) indemnifies FROMTO for all direct/indirect damage and (ii) any disposal/encumbrance/processing/commingling leaves FROMTO's recovery right intact.

- i. If sold, FROMTO has the right to the purchase price/claim; or,
  - ii. if processed, FROMTO has the right to the newly created good; if third-party goods were used and separation is impossible/economically unjustified, seller has the right to the principal or highest-value good.
- 7.3. If FROMTO invokes retention of title and takes back the Products, Buyer must pay/compensate:
- i. any damage to the returned Products;
  - ii. all costs made by FROMTO under the Agreement and/or such repossession; and
  - iii. damages equal to twenty (20)% of the agreed price for the returned Products due to temporary unavailability and inability to offer them for sale to third parties; without prejudice to higher proven damages. Any advances are unconditionally allocated to FROMTO and deducted from amounts due.

## 8. Liability

### Products

- 8.1. FROMTO is only liable for directly foreseeable damage caused by willful misconduct or gross fault/negligence or that of its auxiliaries (employees, directors, subcontractors) in performing the Agreement, the burden of proof always lying with the Buyer. FROMTO is not liable for, inter alia:
- i. slight fault/negligence other than a breach of an essential obligation (burden of proof on the Buyer);
  - ii. use/handling/storage/processing/maintenance for purposes unknown or not communicated to FROMTO, or in an improper/unprofessional/incorrect way (burden of proof on the Buyer);

- iii. damage, costs or losses from acts/omissions of the Buyer/its staff/subcontractors/third parties or from incorrect/inaccurate/incomplete information provided by the Buyer;
  - iv. any damage/loss (e.g., disintegration, crumbling, deformation, structural change, destruction) when the Product is under the supervision/responsibility of the Buyer/third party, including during storage, transport and processing after Delivery, as well as before Delivery if not timely accepted;
  - v. aggravated damage due to failure to mitigate;
  - vi. theft or vandalism by a third party.
- 8.2. FROMTO is in no event liable for indirect/consequential damage, including without limitation lost profits, financial or commercial losses, loss of production, increased general expenses, increased administration/personnel costs, loss or damage to data, loss of contracts or business opportunities, non-material damage and loss of clientele, even if not unforeseeable or when FROMTO was aware of the possibility of such damage arising.
- 8.3. Without prejudice to the above 8.1 and 8.2 (and only if 8.1 should not apply), FROMTO's liability shall in no event exceed the price of the Product giving rise to or related to the damage, or EUR 10,000, whichever is higher.

### Samples.

- 8.4. Except for willful misconduct or gross negligence by FROMTO and/or its auxiliaries, FROMTO is in no event liable, contractually or extra-contractually, for any damage, direct or indirect, foreseeable or unforeseeable, to the (potential Buyer) or third parties, arising from or related to making available and/or use of Samples.

### Products and Samples.

- 8.5. Without prejudice to the above, FROMTO's liability on any basis is capped at the annual invoice value of the Agreement for all possible damage cases.
- 8.6. Liability only arises if the Buyer promptly gives written notice of default allowing a reasonable cure period and FROMTO still fails imputably. The notice must describe the shortcoming as fully and in as much detail as possible.
- 8.7. For damage cases also attributable to the Buyer/third party, FROMTO is at most liable for the share caused by FROMTO's fault, excluding any joint and several liability.
- 8.8. Within the maximum limits permitted by law and deviating from Articles 6, §§1–2 of the Belgian Civil Code, any claim for damage caused by non-performance of a contractual obligation by FROMTO or its auxiliaries is governed exclusively by contract law; extra-contractual liability is excluded, even if the event also qualifies as a tort.
- 8.9. The Buyer shall fully indemnify and hold harmless FROMTO, its directors, employees, subcontractors and other auxiliaries from and against all claims, demands, damages, losses, costs and expenses arising from or related to

- i. use/handling/storage/processing/installation/maintenance or transport of the Product or Sample by the Buyer or by a third party under the Buyer's responsibility;
- ii. any breach by the Buyer of contractual, legal or regulatory obligations;
- iii. any fault, negligence or wilful misconduct of the Buyer/its staff/subcontractors/third parties;
- iv. any third-party claims (including product liability, IP infringements, environmental damage, personal injury) related to the use of the Product or Sample by the Buyer; and
- v. damage cases also attributable to the Buyer/third party, insofar as FROMTO is held co-liable, regardless of the basis of the claim. This indemnity remains after termination/dissolution.

## 9. Force Majeure and Hardship

- 9.1. In the event of a Force Majeure situation, the affected Party must notify the other Party in writing within five (5) calendar days of the occurrence of a Force Majeure event. From the date of this notification, the obligations of the Party affected by Force Majeure shall be suspended until the Force Majeure situation has definitively ended. During this period, the Parties shall make every reasonable effort to mitigate the consequences of the Force Majeure situation as far as possible and, where appropriate, negotiate in good faith on the further performance of the respective obligations of the Parties under the Agreement.
- 9.2. If the situation of Force Majeure lasts longer than three (3) months from its inception, both the Buyer and FROMTO may, each separately, terminate the Agreement in writing with immediate effect for that part of the obligations that has not yet been fulfilled, without the need for judicial intervention or the payment of compensation (for damages) related to the Force Majeure to the other Party. In that case, FROMTO shall be entitled to charge the Buyer in full for the Product already delivered.
- 9.3. In the event of Force Majeure, FROMTO shall not owe any compensation to the Buyer as a result of the termination or suspension of (the performance of) the obligations under the Agreement or the adjustment of the terms and conditions agreed in the context of the Agreement in application of Article 9.2. Under no circumstances shall the Buyer be entitled to a reduction in the agreed Price.
- 9.4. In the event of Imprevison, the Party affected by Imprevison must notify the other Party in writing within five (5) calendar days of the occurrence of Imprevison. After notification, FROMTO and the Buyer shall be obliged to enter into mutual consultation in order to renegotiate the Agreement in good faith with a view to a fair review or adjustment of the obligations of the Party affected by the Force Majeure so that the latter does not suffer any unjustified disadvantage. During this negotiation period, the fulfilment of the obligations by the Party affected by the Force Majeure shall be suspended for as long as the aforementioned negotiations last. In that case, both parties shall refrain from claiming an



adjustment and/or cancellation of the Order or the termination of the Sales Agreement through judicial intervention.

- 9.5. In the event of force majeure, the Party affected by force majeure must notify the other Party in writing within five (5) calendar days of the occurrence of force majeure. After notification, FROMTO and the Buyer are obliged to enter into mutual consultation in order to renegotiate the Agreement in good faith with a view to a fair review or adjustment of the obligations of the Party affected by Force Majeure so that the latter does not suffer any unjustified disadvantage. During this negotiation period, the fulfilment of the obligations by the Party affected by the Force Majeure shall be suspended for as long as the aforementioned negotiations last. In that case, the Parties shall refrain from claiming an adjustment and/or cancellation of the Order or the termination of the Agreement through judicial intervention.
- 9.6. If, within a period of thirty (30) calendar days after the aforementioned notification of Imprevison, no agreement is reached on the fair revision or adjustment of the obligations of the Party affected by Imprevison, the latter shall have the exclusive right to terminate the Agreement in writing with immediate effect, without (1) any notice of default or prior judicial intervention being required and without (2) any compensation or damages being owed to the other Party. In that case, FROMTO shall be entitled to charge the Buyer in full for the Product(s) already delivered.
- 9.7. The Buyer is expressly excluded from invoking force majeure. This means, among other things, that the Buyer has no right to enforce the renegotiation of its obligations, either through judicial intervention or out of court, nor to amend or terminate its obligations.

## 10. Confidentiality and secrecy

- 10.1. The Buyer shall maintain strict confidentiality with regard to all information, documents, Samples, trade secrets, prices and personal data that it has received from FROMTO in any way whatsoever pursuant to the Agreement and/or Order, regardless of whether this information, documents, samples, trade secrets, prices or personal data are expressly designated as confidential or are covered by intellectual property rights, unless the Buyer can demonstrate that the information:
- i. has already been made public, or is made public in accordance with the Agreement and/or Order, without the Buyer thereby breaching any confidentiality obligation;
  - ii. has been lawfully obtained by the Buyer from a third party;
  - iii. has been developed independently by the Buyer.
  - iv. is disclosed to and at the express request of a court or official authority or on the basis of a legal obligation, in which case the Buyer shall immediately – if possible prior to disclosure – inform FROMTO of this disclosure and the background thereto.
- 10.2. The Buyer shall use the confidential information exclusively for the performance of the Agreement and shall not share it with third parties, except with the prior written consent of FROMTO.



10.3. The confidentiality obligations in this Article 10 shall apply throughout the term of the Agreement and for a period of five (5) years after its termination.

10.4. In the event of any failure or non-compliance with the obligations described in this Article 11, the Buyer shall be liable by operation of law to pay a fixed compensation of EUR 5,000.00 per violation, without prejudice to all other rights of FROMTO. The Buyer shall pay the compensation directly to FROMTO after the aforementioned non-compliance has been established and communicated to FROMTO.

10.5. Confidential information shall remain the exclusive property of FROMTO at all times.

## 11. Data protection

11.1. If the performance of the Agreement involves the processing of personal data belonging to the Buyer by FROMTO, such processing shall at all times be in accordance with all relevant national and international laws and regulations relating to the protection of personal data.

11.2. More information about how FROMTO collects and processes personal data can be found in the Privacy Statement at <https://fromto.be/privacyverklaring/>.

## 12. Duration and termination

12.1. Unless expressly agreed otherwise, the Agreement shall automatically terminate when the Parties have fulfilled all their obligations under the Agreement.

12.2. FROMTO shall at all times be entitled to terminate the Agreement and all current Orders under the Agreement (and to exercise its retention of title in accordance with Article 7), (i) without prior notice of default, (ii) without prior judicial intervention and (iii) without being liable for compensation to the Buyer, without however prejudice to FROMTO's own right to compensation and without the need to demonstrate exceptional circumstances, by means of a written notification to the Buyer, if:

- i. FROMTO has reasonable doubts at any time about the Buyer's ability to pay or creditworthiness;
- ii. The Buyer encounters insolvency problems during the performance of its obligations under the Agreement and/or insolvency proceedings are opened, for example, if the Buyer is declared bankrupt or files for bankruptcy, applies for (provisional) suspension of payments or is granted (provisional) suspension of payments, ceases its activities or is at risk of having to cease them, shows signs of insufficient financial resources;
- iii. The Buyer fails to fulfil or threatens to fail to fulfil its obligations under the Agreement and/or the General Terms and Conditions, and if the Buyer does not remedy this within fifteen (15) calendar days after a written reminder to this effect from FROMTO.



- 12.3. In the event of early termination of the Agreement, for whatever reason, the Buyer shall immediately pay all outstanding invoices, which shall become immediately due and payable.
- 12.4. In the event of termination of the Agreement or Order (or its performance) at the expense of the Buyer pursuant to Article 12.2, the Buyer shall be obliged to fully indemnify FROMTO for any damage (including, but not limited to, indirect damage, loss of profit and consequential damage) suffered by FROMTO as a result thereof.

### 13. Competent court and applicable law

- 13.1. The legal relationship between FROMTO and the Buyer, the Agreement, and the General Terms and Conditions and all rights and obligations arising from or related to them, both contractual and non-contractual, are governed exclusively by Belgian law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is expressly excluded.
- 13.2. Any dispute, whether contractual or non-contractual, arising from or related to the Agreement, Order or the legal relationship between FROMTO and the Buyer shall be settled exclusively by the courts of the judicial district of Antwerp, Hasselt division.

### 14. Miscellaneous

- 14.1. Each provision of the Order and these General Terms and Conditions is severable and distinguishable from the others, and if at any time one or more provisions are or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or diminished thereby.
- 14.2. If any provision of these General Terms and Conditions or the Agreement proves to be wholly or partially void, invalid, unlawful or unenforceable, this shall not affect the validity or enforceability of the other provisions of these General Terms and Conditions or the Agreement. In that case, the Parties shall replace the void, invalid, unlawful or unenforceable provision(s) or parts thereof with a new provision(s) that is valid, lawful and enforceable and that approximates as closely as possible the original intention of the Parties and the economic effect of the provision(s) to be replaced.
- 14.3. Any failure, omission or delay by FROMTO to enforce or invoke its rights, powers or remedies arising from the Order, the Agreement, the General Terms and Conditions or any separate applicable rule shall not be interpreted as a waiver by FROMTO of these rights, powers or remedies. Any waiver by FROMTO shall not be presumed and must be made expressly and in writing by FROMTO.
- 14.4. Communications, including commitments or (further) agreements, from one Party to the other that are relevant to the performance of the Agreement must always be made in writing.



- 14.5. In the event of any conflict between the Agreement and the General Terms and Conditions, the provisions of the Agreement shall prevail over the provisions contained in the General Terms and Conditions.
- 14.6. FROMTO is free to provide the Buyer with a translation of the General Terms and Conditions. If the Buyer does not request a translation of the Dutch version of the General Terms and Conditions, he is irrevocably deemed to understand the Dutch version of the General Terms and Conditions in its entirety. In the event of any discrepancies between translated versions of the General Terms and Conditions, the English version shall always take precedence.
- 14.7. Changes to or deviations from the Order, the Agreement or the General Terms and Conditions are only valid and binding if they have been expressly agreed in writing between FROMTO and the Buyer. Neither of them will be able to invoke a tacit or verbal deviation from the Order, the Agreement or the General Terms and Conditions.

