



Oil Analysis
& Research

GENERAL CONDITIONS OF SALES - BfB OIL RESEARCH

v5. from 170920

1. GENERAL PRINCIPLES

1.1 These general conditions of sale are automatically applied in our commercial relations with our Customers. Consequently, any order or request for a technical service placed by our Customers necessarily implies, as essential and determining conditions, the acceptance without reservation by our Customers of the said conditions.

1.2 Any general or special provision indicated on the Customer's commercial or accounting documents in contradiction with these general conditions of sale is deemed null and unwritten.

1.3 In the case of changes made by our Customers to the initial stipulations, we shall only consider ourselves to be bound by a new formal agreement on our part.

2. ORDERS / PRICES

2.1 Orders for services and equipments : These must specify the mailing address for invoices and the mailing address for reports or equipments. For analysis services, these must clearly indicate identification of the equipment, the reasons for the request, the characteristics to be measured or give the breakdown of the service to be rendered.

2.1.1 A quote shall be drawn up for any request for a service or equipment not indicated on our price list.

2.1.2 Sampling: Sampling is the responsibility of the client. Sampling is not part of the scope of accreditation.

2.1.3 The carriage costs for equipment sold to our Customers shall be invoiced.

2.1.4 Carriage of samples: The requester is fully responsible and liable for any delivery of samples until the samples reach BfB Oil Research during working hours.

2.1.5 Price: Our price list applies to all our sales and technical services apart from special orders for which a prior quote is drawn up.

2.1.6 The invoiced price corresponds to the price applicable on the date when the sample or the order is recorded, unless otherwise agreed between the Customer and BfB Oil Research. A contribution to "order processing costs" in the amount of the difference between € 40 before taxes and the amount before taxes of the work shall be asked from the Customer.

2.1.7 A contribution of € 5 excluding tax to the costs for the administrative processing shall be applied to each invoice. For unit invoices for less than € 100, this amount shall be € 15 excluding tax.

2.1.8 A contribution to waste processing and disposal costs in an amount of € 9 before taxes per sample shall be applied to each invoice.

2.1.9 Any urgent work request shall be invoiced with a 50 % increase to which shall be added a fixed amount for a "rush job" of € 60.

2.1.10 Any request to send test reports in a format other than email will be charged as follow :

- Edition of the test report : € 10

- Extra shipping costs

2.1.11 A fee of €5 per edition will be applied for re-editing a report without change.

2.2 Orders for training: Any registration shall be subject to an order or written confirmation by the Customer and to the settlement of the service. A training agreement shall be sent to the Customer prior to starting the training, with the practical organization terms. The Client shall return one completed and signed copy of the agreement to BfB Oil Research before the training starts.

2.2.1 The specified prices include training costs and the documentation provided to the trainees. For training taking place on our premises, lunch and break costs are included.

2.2.2 If the number of trainees is insufficient, BfB Oil Research reserves the right to postpone or cancel a session even in the event of confirmed enrolment, up to 8 days before the date agreed for the beginning of the training.

2.2.3 In the event of any cancellation less than 15 days before the beginning of the training, BfB Oil Research shall charge the company handling costs incurred in an amount equal to 50 % of the price of the training. Any training started shall be owed in full.

2.2.4 Documentation: the documentation provided to the participants is the exclusive property of BfB Oil Research; it shall not be reproduced or communicated without BfB Oil Research's prior and formal approval.

3. PAYMENT

3.1 Unless otherwise stipulated, our services and sales are payable cash without discount.

3.2 New Customers are requested to pay the full invoice amount at the order.

3.3 For repeat Customers and for services requests for a sample lot, that time is increased to 30 days net after invoice date

3.4 In some cases, BfB Oil Research reserves the right to require the following payment terms:

- 35 % of the estimated total amount at the order,

- The balance at the delivery of the results or the report.

3.5 If the training costs are paid by an organization, the Client shall check that the settlement has been made with the designated organization.



BFB OIL RESEARCH

PARC SCIENTIFIQUE CREALYS - RUE PHOCAS LEJEUNE 10 - 5032 LES ISNES - BELGIQUE

T. +32 81 58 53 00 - F. +32 81 58 53 08 - contact@bfblab.com

SA AU CAPITAL DE 123 946€ - RC 68689 - TVA BE 0453 766 394

WWW.BFBLAB.COM



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4. FAILURE TO PERFORM

In the event of failure to pay a sum payable on its due date, penalties for late payment shall be applied to the debtor, without formal notice, the said penalties representing one and a half times the legal interest rate. In addition all other sums that may be due to BfB Oil Research shall become immediately payable and all current orders or requests for work by the Customer shall be suspended until the full payment of the sums owed by the Customer and this without prejudice to any damages that could be claimed by the Customer.

If, during a previous order, the Customer has not fulfilled one of his obligations (e.g. late payment), we may refuse to provide our services to him unless he obtains sufficient guarantees or pays cash. No discount for cash payment or early payment shall be granted to him.

5. DELIVERY OR RESPONSE TIME

5.1 The time for delivery or execution of the work is only approximate. Any overrunning of this time shall not lead to any retention or indemnity.

5.2 The approximate time is automatically suspended for any event outside the control of the Company and leading to late delivery.

5.3 Unless otherwise provided, our goods or equipments are deemed delivered in our premises.

5.4 For every sample service work, the delays given on the quotations are estimated delays at the time the quotation is created, notwithstanding the work load in our laboratory. BfB Oil Research could not be held liable for them unless they have been confirmed at the latest at the date of the order acceptance and taking into account the estimated date of actual receipt of the samples.

The delay given for purpose information only runs from the receipt of the sample, along with his mandatory paperwork, in our laboratory. The delay comes to an end when the results are dispatched to his recipient by email.

Any samples arrived after 10 A.M will be registered the next working day.

5.5 War, riots, fire, strikes, accidents of all types and all natural events occurring in our laboratories, our factories or those of our suppliers and the impossibility of receiving our raw materials or making our shipments following supply or carriage difficulties, are considered to be cases of force majeure and release us from any obligation to deliver.

6. SAMPLES – RESULTS

6.1 Any Customer may call into question the analysis results and may request an evaluation of these within the time limits specified in Article 11 and within the limit of the volume remaining available. If the second results are in line with the first, taking into account the reproducibility of the method, the costs of the second analysis shall be borne by the requester. The measurement uncertainties are not used for declarations of conformity.

6.2 Any complaint must be made in writing within 15 days of receipt of the results. No complaint shall be taken into account thereafter.

6.3 BfB Oil Research reserves the right to proceed to an analytical subcontracting in one of the laboratories of the group. Except formal requirement of the client in his orders, the analyses will not take into account the entire requirements of the ISO 17025 standard.

6.4 Unless otherwise stipulated, the results, studies reports and analytical summaries shall be transmitted to the designated Customers by email.

6.5 In case of the analysis and testing reports are sent in paperless form, the electronic records of the reports and the send information, kept in the Information System of BfB Oil Research under reasonable conditions of security, shall be considered as proof that the reports were sent.

6.6 In case of a difference between the electronic version held by BfB Oil Research and any document in written form or in an electronic file of the client, the electronic records of BfB Oil Research shall take precedence over all said documents of the Client and shall be solely accepted as proof.

6.7 Archiving of the reports and information related to the sending of the reports is done using a reliable and durable medium which may be produced to provide proof.

7. RISKS

Unless otherwise agreed by us, whatever the delivery or settlement method used, our goods or results travel at the risks of the intended recipients, which shall be, in the event of any damage or loss for any reason, including force majeure, responsible for making necessary reserves with carriers and for asserting their rights to compensation.

8. SAFETY

For reasons of safety both during handling and analyses, the Customer has the obligation to warn the laboratory concerning any real or potential risks or danger presented by the products to be analyzed, indicating the type and risks run, for example (non-exhaustive list) : radiation risk, presence of toxic products, harmful or explosive products ... and at least the Safety Data Sheet or a certificate of harmlessness for non-dangerous substances. The shipper must specify on the packaging the presence of any dangerous substance according to current legislation. The shipper must carefully pack the parcel containing the samples to be analyzed and must ensure that appropriate packaging is used to ensure the integrity of the samples, containers and labeling according to the means of carriage chosen.

Upon receipt of a sample, BfB Oil Research reserves the right to refuse to perform the requested work.

9. OWNERSHIP

9.1 Unless otherwise agreed in writing by us, and as notified to our Customers prior to delivery, the ownership of ordered and/or delivered goods shall not be transferred after full settlement of the price.

9.2 These provisions do not prevent the transfer to the buyer, upon delivery, of the risks of loss and deterioration of the goods as well as of any resulting damages.

10. KNOWLEDGE OF THE RESULTS – SECRECY

10.1 The results of analyses are intended solely for the Customer's individual use.



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10.2 BfB Oil Research shall refrain from communicating the results with names to third parties. Comments provided by BfB Oil Research are based on an interpretation of the lab analyses. They constitute on its part only an indication to enlighten the Customer's decision for work. The responsibility of whether to carry out or not such work is the Customer's.

10.3 BfB Oil Research shall limit its work to the completion of the work entrusted by the Customer and shall refrain from using the surplus of sample to conduct other investigations except for those completed solely for the internal needs of BfB Oil Research.

10.4 All information exchanged between the client and BfB Oil Research regardless of their origins remains confidential unless a regulatory authority obliges us to disclose it.

10.5 BfB Oil Research shall not be held responsible for any direct or indirect profit nor for possible losses or damages caused by the use of the results except for those made exclusively for the internal needs of BfB Oil Research.

10.6 The use of the name "BfB Oil Research" or an analysis report, even partial, of BfB Oil Research for an advertisement requires the prior agreement of BfB Oil Research management.

11. STORAGE - ARCHIVING

Unless otherwise specified, the normal filing time after the analyses is:

11.1 Lubricant samples: 2 months

11.2 Fuel samples: 1 month

11.3 Sample supporting documents: 18 months

12. WARRANTY

Equipment intended for sampling and provided by us carries a 6 month warranty in the framework of normal use

13. LAW "INFORMATION TECHNOLOGY AND LIBERTIES"

The data transmitted to BfB Oil Research during the business relations with the clients are the object of an IT processing by BfB for purposes of administrative management and communication with the clients. According to the law "Information technology and liberties" of January 6th, 1978 modified in June 2018, every client has a right to access and rectify the information concerning him, at any time, by contacting us at : BfB Oil Research - Parc scientifique Crealys - Rue Phocas Lejeune 10 - 5032 LES ISNES - BELGIUM

14. DISPUTES

14.1 The claims process shall be made available at the request of any interested party.

14.2 The interpretation and implementation of these general conditions of sale and all the purchases that shall be result from this are subject to Belgian law.

14.3 In the case of a dispute, the Namur court of justice is the sole competent whatever the payment method or the delivery conditions and even in the case of introduction of third parties or more than one defendant.