

1. General

These terms and conditions (the "Terms") apply to all sales of goods by Fairoils (the "Seller") to any buyer (the "Buyer"). Any conflicting or additional terms proposed by the Buyer are expressly rejected unless agreed to in writing by the Seller.

Definitions:

- "Buyer" means any individual or entity purchasing goods from the Seller.
- "Seller" means any company of the Fairoils Group*.
- "Goods" means any items on sale by the Seller which include but are not limited to seeds, roots, fresh produce, essential oils, vegetable oils and butters as well as the by-product obtained during their production sold by the Seller.
- "Contract" means the agreement formed between the Seller and the Buyer for the sale of Goods.

2. Product Information and Quality

The Seller sells pure and natural products. Detailed product specifications and/or certificates of analysis are shared with each product offer and are subject to the Buyer's approval. Issuing the purchase order to the Seller represents the Buyer's written quality approval.

Due to the natural origin of the Goods, variations in color, odor, viscosity, and other characteristics may occur. This includes the formation of sediments over time. These variations do not constitute a defect in the Goods.

Unless otherwise agreed in writing, Products delivered within their valid shelf life, including any approved shelf-life extension, shall be deemed conforming. Any minimum remaining shelf-life requirement must be communicated by the Buyer before order confirmation.

In the event of a product non-compliance or safety risk, the Seller reserves the right to initiate a product recall. The Buyer agrees to fully cooperate with the recall process and maintain adequate traceability records. Costs associated with the recall shall be borne by the party responsible for the defect.

3. Ordering and Acceptance

Orders can only be placed in writing by the Buyer to the Seller's sales staff.

A Contract is formed only upon the Seller's written confirmation of the Buyer's order (order confirmation), or, if no written confirmation is provided, upon the Seller's commencement of the order.

Any changes or cancellation of an order by the Buyer is subject to the Seller's written consent and may be subject to a restocking fee.

4. Price and Payment

The price of the Goods and its validity is as stated in the Seller's price quotation. Prices are exclusive of VAT and shipping costs, which will be added to the invoice where applicable. Payment is due as specified in the Seller's invoice. The Seller only accepts bank transfers as payment method. It is the Buyer's responsibility to cover any occurring bank charges. The bank details are stated on the Seller's invoice. If required by the Buyer, the Seller's bank details are available on request.

If the Buyer fails to make payment by the due date, the Seller shall be entitled to:

- (a) Charge interest on the overdue amount at the statutory rate.
- (b) Suspend any further deliveries to the Buyer.
- (c) Claim any reasonable costs and expenses incurred by the Seller in recovering the outstanding amount.

The Goods shall remain the Seller's property until the Seller has received full payment of all sums due from the Buyer in connection with the supply of the Goods.

The Buyer shall store the Goods separately from other goods and shall not resell, pledge, or otherwise dispose of the Goods until full payment has been received. If the Buyer uses, consumes, processes, or resells the products before payment has been made in full, the Buyer shall be liable to the Seller for compensation equivalent to the value of the products, in addition to any other damages or remedies the Seller may be entitled to under applicable law.

In case the buyer becomes insolvent/enters liquidation Fairoils is entitled to terminate any outstanding contracts and/or any outstanding orders.

5. Delivery and Shipping

The Seller shall deliver the Goods to the place specified in the Buyer's order and accepted by the Seller.

Depending on the agreed terms, the shipping costs are the responsibility of the Buyer and will be added to the invoice, unless otherwise agreed in writing.

Any delivery dates provided by the Seller are estimates only and are not guaranteed. It is the Seller's objective to meet communicated timelines but the Seller can't be held liable for delays occurring which are out of his control.

The risk of loss or damage to the Goods passes to the Buyer based on the agreed Incoterms according to the International Chamber of Commerce (www.iccwbo.org).

The Buyer shall inspect the Goods upon delivery and notify the Seller in writing within 21 days of delivery of any visible defects or discrepancies. Failure to notify the Seller within this period constitutes acceptance of the Goods.

6. Warranty and Returns

The Seller warrants that the Goods shall conform to the agreed specifications at the time of dispatch. The Seller's liability under this warranty is limited to, at the Seller's discretion, replacing or refunding the price of any Goods that do not conform to the specifications.

The Seller's warranty does not apply to:

- (a) Defects caused by improper storage (e.g. not respecting recommended storage conditions as per the product specification), handling, or use of the Goods by the Buyer.
- (b) Natural variations of the Goods as described in the product specification.

Returns of Goods are subject to the Seller's prior written consent. The Buyer is responsible for the costs of returning Goods, unless the Goods are defective and the Seller is liable under the warranty in Section 7.

To return goods, the Buyer must contact the Seller's sales department to obtain a return authorization and instructions.

All orders confirmed and delivered to the Buyer based on the approved specifications and/or Certificate of Analysis are firm and final. No return, replacement, or take-back of Goods shall be accepted for commercial reasons, including but not limited to difficulties in resale, changes in market conditions, or lack of demand.

7. Liability & Force Majeure

To the maximum extent permitted by applicable law, the Seller's liability to the Buyer for any claim arising out of or in connection with the sale of Goods shall be limited to the purchase price of the Goods. The Seller shall not be liable for any indirect, consequential, incidental, or special damages, including, but not limited to, loss of profits, loss of business, or loss of goodwill.

The Seller shall not be liable for any failure to perform its obligations under the Contract due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, strikes, fire, flood, or other events.

8. Intellectual Property

All intellectual property rights in and to the Goods, including trademarks and copyrights, remain the property of the Seller.

9. Data Protection

The Seller shall process the personal data of the Buyer in accordance with the applicable legal provisions, in particular the General Data Protection Regulation (GDPR). Details are regulated in the privacy policy of the seller, available on the website.

The Seller agrees to treat all non-public information received from the Buyer (including technical specifications, proprietary processes, and pricing) as strictly confidential.

10. Governing Law and Jurisdiction

These Terms and any Contracts shall be governed by and construed in accordance with the law of the country the respective Fairoils Group company is registered in and with whom the Buyer has concluded a contract.

For Fairoils Belgium the “Tribunal de l'Entreprise de Tournai”, Belgium, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms or any Contract.

As from January 1st, 2026, electronic invoicing through the Peppol network will be mandatory in Belgium. The Buyer located in Belgium is responsible for ensuring that it has duly completed all necessary registrations and technical arrangements to be able to receive invoices via Peppol. Fairoils SRL shall not be held liable for any delay or failure in the delivery of invoices resulting from the Buyer’s non-compliance with these requirements.

For Fairoils Kenya EPZ Ltd. & Kutoka Ardhini the courts of Nairobi, Kenya, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms or any Contract.

For Fairoils Madagascar the courts of Antananarivo, Madagascar, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms or any Contract.

11. Amendments

The Seller reserves the right to amend these Terms at any time by providing written notice to the Buyer or by posting the revised Terms on the Seller's website. The Buyer is responsible for reviewing any revised Terms.

12. Severability Clause

Should individual provisions of these General Terms and Conditions be or become wholly or partially invalid, the validity of the remaining provisions shall not be affected.

Last revision : May 2026