vi. any authorities, even if the Supplier has provided this information and/or documentation at Buyer’s request to the authorities and/or the Buyer.

Article 7 – Equitable
Title of ownership of all equipment made available to the Buyer by the Supplier on a lease, testing or any other basis, shall remain with Supplier, unless otherwise agreed in writing.

Article 8 – Health Risk and Safety
1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the human health and/or the environment.
2. Buyer shall familiarize itself with and shall be responsible to keep itself as well as all persons involved in the handling of the products as from delivery thereof by Supplier, fully informed with regard to the nature of any such health and/or environmental risks and with regard to the proper and safe handling of the products.

Article 9 – Inspection
1. Buyer shall immediately upon delivery inspect the products and/or services.
2. Any complaints about the products and/or services, or a shortage thereof, shall be notified to Supplier within five working days after the delivery date. If no such notification is received by Supplier within such time limit, all products and/or services shall be deemed delivered in the agreed quantity, free from visual damage.

Article 10 – Warranty
1. Supplier warrants that the products and/or services supplied shall at the time of delivery conform to the technical specifications set forth in the Agreement. Supplier gives no other warranties, express or implied, with respect to any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are expressly excluded.
2. Where the products do not conform to the specifications at the time of the delivery, Supplier shall at its expense either replace any quantity of returned non-conforming products by a corresponding quantity of products meeting the specifications, or, at Supplier’s option, credit Buyer for the invoice value of the non-conforming products.

Article 11 – Liability
1. Any liability on the part of the Supplier, contractual or otherwise, shall be limited to:
   a. the remedies set forth in Article 10 if the Agreement solely relates to the delivery of products, or
   b. 50% of the aggregated value invoiced, excluding VAT and credits, by Supplier to the Buyer during the twelve months immediately preceding the date of Supplier’s receipt of Buyer’s written claim notice, if the Agreement relates to the delivery of services only, or services and products, including but not limited to the delivery of water treatment services and the making available of equipment.
   2. The Buyer shall indemnify and hold harmless the Supplier from any third party claims made in connection with the implementation of any Agreement.
3. Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profit or revenue).

Article 12 – Force Majeure
Supplier will not be responsible for any delay or failure to fulfill any term or condition of any Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any other event which is beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or auxiliary materials, (iii) transportation problems, (iv) in cases, where Supplier itself is not the manufacturer of any product, or provider of any service, sold to Buyer, failure by its regular supplier for any reason to supply such product or service as well as modification of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation, or Order Confirmation.

Article 13 – Confidentiality
Any technical, commercial, economic and other information and data concerning Supplier’s business, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, officers or employees in the performance of the Agreement shall be treated as confidential property of Supplier and shall not be used by Buyer except for the benefit of Supplier in the furtherance of the Agreement, and shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement without in each instance securing the prior written consent of Supplier. Any such information provided by Supplier to Buyer in writing or other tangible media shall be returned to Supplier either upon Supplier’s first request or upon termination of the Agreement.

Article 14 – Governing Law / Disputes
1. Any agreements and documents to which these General Conditions apply shall be exclusively governed by the laws of Belgium.
2. Any disputes arising from any agreements or documents to which these General Conditions apply shall be exclusively submitted to the competent courts of Solenis’ domicile.