

1. Scope

These general terms and conditions shall be applicable to all our sales contracts unless specified otherwise. Purchaser's general terms and conditions are hereby expressly excluded, regardless of the point in time in which they are sent to us. These general terms and conditions shall also apply to all future sales made to Purchaser.

Any provision included in Purchaser's documentation subsequent to our commercial offer or purchase order which modifies these general terms and conditions shall be considered null and void, unless specifically agreed in writing by us.

These general terms and conditions have been provided to the Purchaser in the preparation of the sale of the product to enable him to take notice of the same.

2. Commercial Offers & Orders

2.1. Our commercial offers are not binding and may be changed at any time, even if they include a period of validity. Any amendment to a commercial offer made by the Purchaser shall not be valid unless expressly accepted by us in writing.

2.2 Orders, whether sent to us or via our agents or brokers, shall not be considered to have been accepted unless expressly confirmed in writing by us. The acknowledgement of receipt of an order is not considered as an acceptance of the same.

3. Price & Terms of Payment

3.1. To the extent permissible by law, if exceptional circumstances, occurred between the acceptance of the order and the delivery of the goods, affect the economic balance of the sales contract, price and payment conditions may be subject to change in the exact measure necessary to reinstate the economic balance. In such a case, we shall notify the Purchaser, who will then be able to withdraw its order within seven (7) days after being notified of the new price. If the Purchaser fails to do so within this period, the new conditions shall be deemed accepted by the Purchaser and shall apply to the sale.

3.2. Except as indicated in writing by us:

- Prices are exclusive of VAT and any other taxes;

- Payments shall be made at thirty (30) days from the date of invoicing.

3.3. Non payment of any invoice shall be considered a fundamental breach by the Purchaser entitling us to suspend any further delivery or to consider the contract terminated immediately by reason of the Purchaser's default. Late payment fees are due automatically, without the necessity of a reminder and without prejudice to any other damages, from the day following the date or the end of the period for payment indicated on the invoice or fixed in the contract. The interest rate will be equal to the rate applied by the European Central Bank to its most recent refinancing operation plus ten percent (10%). In addition, as compensation for recovery costs and pursuant to the relevant European Directive on combating late payment in commercial transactions, a fixed sum as well as any additional costs of the recovery of the original invoice (to the extent reasonably incurred), shall be payable.

In the event there has been a substantial reduction of the solvency ratio of the Purchaser, we reserve the right to require payment guarantees from the Purchaser or, as an alternative, to terminate any outstanding orders.

4. Delivery & Defects

4.1 All delivery times provided by us are indicative and not binding in any way. We are not liable for any delay to deliveries. Part deliveries and part-invoicing are permitted.

4.2 Unless the parties have agreed on a specific Incoterm (as defined in the latest edition of the International Chamber of Commerce's International Rules for the interpretation of trade terms), risk of loss or of damage to the goods shall pass to the Purchaser ex-works and delivery shall be made when the goods are made available for collection by or on behalf of the Purchaser.

4.3 In case of visible or apparent defects, the Purchaser must immediately inform us in writing on receipt of the goods. In case of latent or hidden defects, the Purchaser shall notify us immediately upon discovery of such defects.

5. Retention of Title

5.1 Notwithstanding that risk in the goods shall pass to the Purchaser as provided by Article 4, full legal and equitable title and interest in all and any goods shall remain with us and shall not pass to the Purchaser until full payment of the price. Goods delivered to the Purchaser while the title to such goods has not yet passed to the Purchaser shall be referred to herein as the ("Reserved Goods").

5.2 The Purchaser shall hold the Reserved Goods as our fiduciary agent and bailee and will keep the Goods, at the Purchaser's expense, separate from its own goods and those of third parties, properly stored, protected, insured to their full replacement value and identified as our property.

5.3 The Purchaser is not allowed to dispose of the Reserved Goods in order to give security to its creditors, in particular to create a charge, execute a bill of sale or to create a lien on the Reserved Goods.

5.4 Should Purchaser be in breach of the contract, in particular be in default of payment, we or our agents shall have the immediate right to retake possession of and permanently retain any of the Reserved Goods and shall take all necessary steps for the purpose of repossession. All costs incurred by us or our agent in such possession shall be borne by the Purchaser.

5.5 In the event that the Purchaser processes or mixes the Reserved Goods with other goods, we will then have co-ownership title and rights on the end-product in proportion of the value of the Reserved Goods processed or mixed in relation to the end-product.

5.6 In the event the Reserved Goods were resold or lost, the amounts received by the Purchaser in consideration of such resale or loss are to be transferred to us.

6. Warranty

6.1 Unless otherwise expressly agreed by the Parties, we warrant that the goods supplied correspond to our issued specifications at the time of shipment. Any technical advice provided by us, before and/or during the use of the goods, whether provided verbally or in writing, is given in good faith but without any warranty from us.

6.2 The processing and use of the goods are undertaken solely at Purchaser's risk, and following any such processing or use, Purchaser shall no longer be entitled to claim any non-compliance with the warranty described above. Purchaser independently must determine the suitability of the goods for any intended purpose and its manner of use.

6.3 Other than the warranties provided here, we make no representation or warranty, express or implied, in connection with the delivered goods or any part thereof, to the fullest extent permitted by law. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded.

7. Limitation of Liability

7.1 To the extent permissible by law and regardless of the nature of the claim, our contractual and extra contractual liability shall be limited, at our sole discretion, to the replacement or reimbursement of the price of the goods that are defective or missing. This shall not affect Purchaser's right, under applicable law, for requiring specific performance or contract termination. Any other liability, including but not limited to, loss of profit, indirect or consequential damages is excluded to the extent permitted by law.

7.2 Defective goods are those that do not comply with the specifications given by us or, if applicable, agreed between us and the Purchaser.

7.3 Claims do not release the Purchaser from his obligation to pay the price of the delivered goods. Failure to do so shall be considered as a default in payment.

8. Packaging

8.1 Packaging lent by us: this shall remain our property. It is solely intended for the goods sold. The Purchaser, the user or the bailee shall be liable for all and any accident which might occur as a result of this packaging. It shall be returned to us in good condition and within the time specified by us. If the packaging is not returned within the stipulated time, or is destroyed or deteriorates, we will be entitled, without any prior written notice, to invoice the Purchaser for the cost of its replacement, in which case the Purchaser shall become the owner of the replaced packaging, or the cost of restoring the packaging to its original condition and also to claim for the Purchaser an indemnity for loss suffered as a result of the failure of the Purchaser to comply with the above provisions.

8.2 Transferred packaging: When ownership of the packaging has been transferred to the Purchase, he shall remove all references to the previous owner and shall not use such packaging for any purpose other than for which it was originally intended.

8.3 Retested packaging: when packaging is subject to retesting in accordance with a timeline set by regulations (the Purchaser declaring that he is aware of the same) the last testing date is marked on the packaging. We will have no liability for any accident arising from this packaging, whether empty or full, where it has been transferred to the Purchaser or not returned to us before the date of the next test.

8.4 Packaging supplied by the Purchaser: the purchaser shall be responsible for the choice and the quality of the packaging that is intended to receive the goods. The Purchaser shall supply packaging which conforms to the regulations then in force.

9. Force Majeure

Events of force majeure and, in general, all circumstances which might prevent, reduce or delay manufacture or dispatch shall entitle us, as appropriate, to terminate, reduce or suspend performance and the Purchaser is not entitled to claim damages during the period of force majeure. The terms "force majeure" and "circumstances" are deemed to refer to any cause, event or circumstance beyond our reasonable control, in particular but not limited to: war, mobilization, strike or lock-out, riot, labor dispute, machinery breakdown or factory stoppage, explosion, fire, natural disaster, flooding, restriction or blockage in transport means, difficulties in sourcing for raw materials or power, and any kind of intervention by the public authorities. If such events of force majeure and circumstances continue for a period of ten days or more, we are entitled to terminate the contract immediately upon notice.

10. Waiver / Severability

10.1 In the event any provision of these general terms and conditions is declared invalid or unenforceable, the remaining provisions will continue to apply and will retain their validity and significance. In such case(s), the parties will, to the extent possible, replace in good faith the invalid and/or unenforceable provision(s) with valid provision(s) which legally and economically are the closest to the desired purpose and intent of such invalid and/or unenforceable provision(s).

10.2 No waiver of any right under these general terms and conditions shall be deemed effective unless the same is set forth in a writing signed by the party giving such waiver, and no waiver of any right of these general terms and conditions shall be deemed to be a waiver of any such right, or any other rights hereunder, in the future. No breach of these general terms and conditions will be treated as a waiver of any subsequent breach of these general terms and conditions.

11. Law/Jurisdiction

These general conditions of sale and any related contract shall be governed by the laws applicable in the country of our registered office and shall be construed in accordance with such law, excluding the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising between the parties to this contract shall be submitted to the courts having jurisdiction where our registered office is located.