General Conditions of Sale and Delivery

I. General

1. These General Conditions of Sale and Delivery shall be an integral part of the Contract of purchase or sale. Any variations to these terms and conditions will be effective only with the written order acknowledgment (or invoice or delivery note).

II. Offers

1. The Seller's offers shall not be binding with respect to price, quantity, delivery time and availability.

2. The offers shall become binding on the Seller upon receipt by the Buyer of the written order acknowledgment (or invoice or delivery note).

III. Renunciation

1. The prices quoted shall be the Seller's prices effective at the time of delivery.

2. Should any terms or conditions of the Contract of sale, effect a general price increase, the Buyer shall have the right to withdraw from the Contract within two weeks of receipt of the items. A price increase is exclusively due to an increase in freight rates. The right of withdrawal shall not apply to long-term supply Contracts (Contracts for the performance of a continuing obligation).

3. Where payment has been agreed in a currency other than US dollars (USD), the Seller reserves the right to change the exchange rate at a time agreed so that, when translated into USD, the sum invoiced is equivalent to the USD value resulting from translation of the amount originally agreed, unless such a variation is included.

4. The weight of the goods on which the invoiced amount is to be calculated shall be ascertained in the dispatch department of the Seller from which the goods are supplied unless the Buyer wishes them to be weighed, at his expense, by the reputable authority.

V. Payment

1. The handing in of bills of exchange shall be subject to the Seller's prior consent and shall not constitute a demand. The maturity of bills shall not exceed 90 days from the invoice date unless otherwise agreed by the Seller in writing. Except for bank charges heading the Buyer's bank, the Buyer shall bear all costs connected with the payment when payment is to be made to the Seller. For the avoidance of doubt, payment received by the Seller or its nominated banks must be the amount reflected on the Seller's invoice.

2. Where the Seller has reason to doubt the Buyer's solvency or creditworthiness and the Buyer is not prepared to provide the Seller with security as required, the Seller shall have the right to cancel that portion of the Contract which he has not yet performed without prior notice and credit loss.

3. Payment shall not be deemed to have been effected until the amount has been cleared into one of the Seller's accounts.

4. The Seller reserves the right to use payments for the settlement of the invoice which have been outstanding longer than, plus any interest on arrears and costs accrued therein, in the following order: interest, interest, principal claim.

5. The Buyer shall not have the right to withhold payments. Counterclaims may only be set off if they are proven and legally valid and have become irrevocably due.

V. Delivery

1. Any delivery date specified by the Seller in the order is an estimate only and will not, in any circumstances be binding on the Seller. The Seller shall not be liable to the Buyer for any damages, direct, indirect, special, consequential, or of any nature, whether or not of a foreseeable nature, or in cases where the goods or materials were supplied to the Seller to its plant or warehouse or, in such cases, the Seller shall not be under obligation to purchase from other sources. In such cases, the Seller shall have the right to distribute the available quantities among his customers while at the same time taking into account his captive requirements.

II. Force Majeure, Impediments to Performance

1. Force majeure of any kind, unforeseeable production, traffic or shipping disturbances, fires, floods, unforeseeable acts of war, military operations, strikes, lockouts, riots, civil commotion, malicious damage, force of nature, fire, flood or compliance with a law or governmental order, shall not be deemed agreement to the use of substitute products or, in part, this shall not affect the validity of the remaining clauses or remaining parts of the clause thereof, unless such breach concerns a duty that is crucial for the object of the Contract.

2. Should any of the Seller's obligations under or in connection with any express or implied guarantee protection in sufficient detail.

3. If the replacement provided by the Seller is also defective, the Buyer may reduce the purchase price.

4. Defects in the desig...