

## TERMS AND CONDITIONS

**Quality:** Seller warrants that the goods supplied hereunder shall be in accordance with Seller's specifications for the grade indicated, but no other specification warranty or condition of any kind, expressed or implied, shall be applicable hereto unless in writing and signed by Buyer and Seller. Seller's obligations and liabilities under this warranty are limited to replacing such of the goods as do not conform to Seller's specifications. Seller shall not be liable in damages or for any loss or expense incurred by Buyer as a result of the use of or inability to use the goods supplied hereunder.

**Quantity:** Delivery of the approximate quantity specified herein shall be in compliance with this contract in case of delivery by instalments, a delivery of the approximate quantity specified for any instalment shall be in compliance with this contract. Each instalment shall be considered a separate contract and defective deliveries in respect of one or more instalments shall not vitiate the contract as to the others.

**Delivery:** The delivery dates shown are estimates only and delivery by Seller within a reasonable period before or after such dates shall constitute compliance with this contract.

If the shipment receipt or use by either party of any of the goods covered hereby shall be prevented or restricted by reason of accident, explosion, fire, strike, lack of transportation facilities, war, act of God, Government regulations, inability to obtain supplies from usual sources, or any other cause whatsoever whether similar or dissimilar to the foregoing, beyond the reasonable control of the party, the party so affected may, at its option, and upon prompt notice to the other party - in Buyer's case, such notice must be given in advance of actual shipment from producing plant suspend deliveries hereunder during the period of such prevention or restriction and no liability shall attach to either party on account thereof and if any deliveries are so suspended, the total quantity to be delivered hereunder may, at the option of either party, be reduced by the amount thereof.

All property rights in - including the beneficial ownership - the legal title to and control over each shipment of goods supplied hereunder, including all risk of loss of or damage to the said goods, shall pass from Seller to Buyer at the delivery point indicated and in accordance with INCOTERMS (ICC Publication no. 560 and/or subsequent editions). The foregoing shall apply regardless of the method or form in which the shipping documents are made out or to whom the goods are consigned, the time and place where the shipping documents are endorsed or delivered, the manner and time in which the goods are paid for, the payment by Seller of brokerage charges, freight or duty, the insuring of the goods by Seller or of any other circumstance of document that may be inconsistent with the foregoing intent.

**Weight Shortage or Defect:** In the event of any weight shortage or defect in connection with a shipment, Buyer shall advise Seller immediately upon discovery of same and shall promptly submit all necessary records and file its claim. Seller shall have the right to inspect the goods which are the subject of a claim. Seller's invoiced weights shall be accepted except where the difference between the quantity invoiced by Seller and the quantity received, as determined by buyer at time of or promptly after unloading, exceeds an amount equal to 1% of the invoiced weight for Liquids in Bulk and ¼ of 1% of the invoiced weight for all other goods. In such case, the parties will appoint an independent weigher who shall certify as to the weight. If the weight as so determined is within the said tolerance, the cost of obtaining the certified weight shall be borne by Buyer. No claim for weight shortage or defect by Buyer will be recognized by Seller unless made in writing within fifteen (15) days of arrival of the goods, in case of weight shortage, and wherever practicable within thirty (30) days of arrival of the goods in case of defects, and Seller's liability in connection therewith shall in no event exceed the purchase price of the particular delivery with respect to which such claim is made. Failure to give notice of claim within the period specified shall constitute a waiver by Buyer of all claims in respect of such goods. No goods are to be returned to Seller without Seller's express permission and shipping instructions.

**Default:** If Buyer neglects or refuses to take delivery of or pay for one or more instalments, or if Seller shall not be satisfied with Buyer's financial responsibility, Seller shall have the privilege without prejudice to any other legal remedy of suspending deliveries until such default or condition is remedied or of treating such failure as refusal by Buyer of performing any further.

**Transportation:** Unless otherwise agreed, Seller reserves the right to make such arrangements for transportation of the goods as he sees fit, and Buyer shall be obliged to accept same. On ocean shipments, all shipping terms are understood as usual liner terms.

**Insurance:** Where under the terms of sale it falls to Buyer to arrange insurance of the goods, the Seller shall be under no obligation to give notice to the Buyer, and the Buyer agrees to provide full insurance coverage for the goods specified in this order as per INCOTERMS (ICC Publication no. 560 and/or subsequent editions). If instructed by Buyer to insure the outward voyage for Buyer's account, Seller shall have the option of insuring under its open marine policy but will grant its Certificate of Insurance to Buyer. Where goods are sold CIF, Seller shall insure under its open marine policy and shall grant its Certificate of Insurance if requested by Buyer to do so.

**Retention of Title:** Until complete and timely performance of all of Vendor's claims against Purchaser, Vendor retains ownership title in delivered goods, and Purchaser is not allowed to dispose of delivered goods by sale nor to charge, encumber, or pledge them in any other way.

Purchaser undertakes to assist Vendor in registration of the retention-of-title in the local debt collection agency of the Purchaser's domicile, in particular to give all necessary consents and signatures. Should delivered goods be seized in a debt collection or bankruptcy proceeding, Purchaser undertakes to notify competent authority of the retention-of-title, and Purchaser shall also notify Vendor of such seizure without delay.

Should the sale and purchase contract be breached, in particular in cases of delayed payment, Vendor is entitled to reclaim delivered goods under due consideration of instalment sale laws.

**Other Terms:** These Terms and Conditions shall be applicable to all goods supplied hereunder unless otherwise agreed in writing and no other terms or conditions, whether contained in Buyer's purchase order or otherwise, shall be applicable to this contract, or to its subject matter, unless in writing and signed by Buyer and Seller.

**Interpretation:** This contract is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of Switzerland. Exclusive court will be at Zurich according to the ICC Arbitration Rules.

**IMPORTANT**

In case of CFR, FAS, FOB, CPT, EXW and FCA shipments the Buyer agrees to provide full insurance coverage for the goods specified in this order as per INCOTERMS (ICC Publication no. 560 and/or subsequent editions).  
Unless otherwise agreed all shipping terms, especially FOB/CIF, are understood as usual Liner terms.

