

# **General Terms and Conditions of Sale and Delivery**

## **SAX Polymers AG / GmbH**

### **1. Validity:**

These terms and conditions shall apply to all sales and deliveries, unless agreed otherwise in writing.

### **2. Prices:**

Prices shall be net, ex works, incl. packing and excl. VAT, unless agreed otherwise in writing.

### **3. Delivery dates:**

Agreed delivery dates shall apply from the date of order confirmation, albeit not prior to provision of the documents, acceptances or approvals to be obtained by the Purchaser or before receipt of any agreed deposit. Delivery times shall apply only subject to correct and timely delivery to ourselves.

In the event of delivery default, the Purchaser must allow a reasonable additional time of 3 weeks, as required elsewhere in these General Terms of Business.

Damages claims by the Purchaser due to default or inability to supply shall be restricted to the amount of the purchase price of the delayed or missing goods.

Delays in or obstacles to delivery for which we may not be held responsible, for example due to labour disputes, operational problems, epidemics, force majeure, shall release us without obligation from fulfilment of our obligations.

### **4. Guarantee and liability:**

We shall be liable for delivery of the agreed goods as per samples and in the habitual commercial manner. The Purchaser must check the goods immediately upon receipt of the delivery and before they are used or processed, and must immediately file a complaint in relation to any defects.

Unless agreed otherwise, the quality of the goods shall be evident from our product specifications. The features of samples and specimens shall only be binding inasmuch as they have explicitly been agreed as representing the quality of the goods. If the Vendor or engineers provide advice, this shall be given to the best of their knowledge and belief. Details and information in relation to the suitability and application of the goods shall not exempt the Purchaser from conducting its own tests and experiments.

Our liability shall at all events be restricted to the invoiced value of the goods. We shall not be liable for indirect damage or hindrances such as interference with production, processing costs or similar consequences.

### **5. General points:**

If one or more clauses of our General Terms of Business should be inoperative, this shall not affect the validity of the remaining clauses.

### **6. Contract processing:**

The material supplied must be unambiguously identified and must be kept absolutely pure and be free of foreign bodies. The Client shall be liable for consequential losses at the manufacturing facilities of SAX Polymers Industrie AG / GmbH. Since the goods supplied can only be tested for suitability for processing on a random sample basis during goods inwards monitoring, SAX Polymers Industrie AG / GmbH undertakes to process without engagement.

The Contractor is specifically unable to give any guarantee of quality as regards colour shade, mechanical properties etc. for the end product, with respect to contamination that may not be obvious.

**7. Place of performance and place of jurisdiction:**

The place of performance for delivery and payment, and the place of jurisdiction, shall be Vienna or Aesch / BL Switzerland.

**8. Reservation of title:**

We reserve title to the goods until payment of all existing or future receivables arising out of the business relationship with the Purchaser. The Customer shall only be entitled to sell goods subject to reservation of title during the ordinary course of its business, against payment or reservation of title. The Customer hereby assigns in full to ourselves, by way of security, the titles and receivables arising out of resale of the goods subject to reservation of title.

If the reservation of title in the event of delivery abroad should not be admissible in the abovementioned manner, our titles as described above shall be restricted to the scope that is statutorily admissible in the Purchaser's country.

**9. Transfer of risk:**

Unless agreed otherwise, risk shall transfer to the Purchaser at the time of delivery of the goods to the first carrier, or at the time the goods are made available in the event of collection by the Purchaser.

**10. Trademarks:**

Trademarks may only be used in conjunction with products manufactured by the Purchaser subject to the explicit approval of the trademark holder.

Vienna, 19.01.2006