
SALES CONDITIONS AND TERMS OF DELIVERY

1. All our offers are subject to our final confirmation and without obligation if nothing to the contrary is stated.
2. All transactions are not valid unless confirmed by us in writing.
3. Weights determined on despatch shall always be regarded as applicable for the purpose of calculation, provided no agreement to the contrary is reached.
4. The obligation to supply goods is subject correct and punctual self-delivery as well as subject to Act-of-God. Force majeure, breakdown, shortage of labour, power or raw materials, strikes, locks-outs, transport holdings and official restraint shall extend delivery dates for a reasonable period of time. They shall also entitle us to withdraw from the unfulfilled sections of the contracts without incurring any liability.
5. Time of delivery indicated by us is to be understood approximately only. Partial shipments must be accepted. In case of delay of our delivery we are entitled to have a proper respite of at least two weeks. Only after this despite is exceeded, may the purchaser withdraw from the contract and only as far delivery has not yet been affected. Claims for damages due to non-performance or delayed performance are deemed to be excluded under due reserve of the clause made under Subparagraph 10.
6. The terms of delivery agreed upon (FOB, CIF, FAS, CIP, etc.) are to be understood according to the most recent version of the Incoterms.
7. Each delivery to be considered a separate contract. Successive supplies are made in about equal lots monthly. After time of contract is passed we are free with the balance of goods not yet supplied either to advise prompt delivery or to cancel the overdue order in which case our loss is to be refunded.
8. Technical and chemical specifications of the product are no warranty for a particular applicability and do not release Buyer from analysing and testing.
9. Buyers must complain within 8 days of receipt of the goods (in the case of CIF-Contracts within 14 days after vessel's arrival at port of discharge) and only before processing starts. In the case of FOB or FAS sales complaints must be submitted before acceptance of the goods on the quay or on board of the ship in the port of shipment. If complaints are justified, Buyers are entitled to get a replacement according to legal regulations. No other claims such as substitute consignment, price reduction and compensation are deemed to be excluded under due reserve of the clause made under Subparagraph 10.
10. Claims for damages are only permissible against us if we accepted at least with gross negligence. Consequential damages are excluded. In any case our responsibility for damages is limited to the purchase price for that part of which our delivery was delayed, unperformed resp. defective.

11. All delivered goods shall remain our property until all current and future outstanding debts due to us have been paid in full. The Buyers are not permitted to pledge or to take in custody goods which are under our reserve of property. In the event of the Buyers behaving contrary to the terms of this agreement, in particular if the Buyers default in making payments, the Sellers resp. the supplying company shall be entitled to take the consignment back. The Buyers are obliged to return the goods. The return of the goods does not mean a cancellation of the contract unless the Sellers point it out in a written form. If the goods supplied are mixed, blended or combined with other items, the Buyers agree to assign to the Sellers their rights of property or co-property in the new item or in the mixed or blended component. The Buyers shall be bound to keep these goods for the Sellers with due care and attention. In case of seizures or other interventions by Third parties, the Buyers promptly shall notify the Sellers hereof in writing.
12. The Buyer's Sales Conditions and terms of delivery are excluded.
13. Zürich shall be the place of jurisdiction for both parties. However, we are also entitled to sue against Buyers at any other place, unless the Buyers have already sued at a Swiss Court of justice. The Law of Switzerland applies; the United Nations Convention of Contracts for the International Sale of goods shall not apply. Should we sue at a foreign court of justice only the law of that place will be effective.
14. No further agreements are done. Changes or additions must be done in a written form in order to be juristical effective. In case of invalidity of one or several determinations, others will remain valid. The invalidity of any provision of this agreement shall cause the Parties to replace said provision by a legally valid substitute provision whose economical content comes as close as possible to the original term.