Article 1 – General
1. The General Terms and Conditions of Sale contained herein (“General Conditions”), shall apply to 1) all offers, quotations, order confirmations issued by / name correctly filled in, 2) sale agreements as hereinafter defined between Supplier and any (prospective) Buyer (“Buyer”).
2. “Order Confirmation” shall mean the written confirmation by Supplier to sell or supply to Buyer the products and/or services described therein. “Purchase Order” shall mean the written or verbal order by Buyer to purchase from Supplier any products and/or services.
3. An agreement (“Agreement”) shall be entered into if and when (i) the Supplier has confirmed the Agreement in writing by means of an Order Confirmation, or (ii) if Supplier did not send an Order Confirmation, Supplier has begun with the provision of the products and/or services and the Buyer did not immediately object to this in writing.
4. Supplier may withdraw its offers and quotations without notice at any time before an Agreement between Supplier and the Buyer comes into existence.
5. Cancellation of a Purchase Order and products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on Buyer and open for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.
6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer.

Article 2 – Prices
1. At any time before the conclusion of an Agreement, all of Supplier’s quoted, quoted or notified prices are non-binding and are subject to alteration at any time without prior notice and in particular may be altered to reflect any increase in cost to Supplier caused by the imposition or levying by any governmental or other authority of any country of any import or other duty, tax or charge.
2. Unless expressly described otherwise in the Agreement, all prices are quoted exclusive of all applicable duties, taxes, levies and other charges as well as the costs of carrying out customs formalities payable upon export.

Article 3 – Terms of Payment
1. All payments shall be made in the currency stated on the invoice, within the agreed time period, without any deduction or set-off for any reason whatsoever, unless specified otherwise in the invoice. Buyer shall not be entitled to suspend its payment obligations.
2. Without prejudice to any other contractual or statutory rights of Supplier, Buyer may charge interest on any overdue payments at the rate of 15% per annum from the due date until the actual date of payment. Buyer shall also be liable for all judicial and extra judicial collection costs.

Article 4 – Delivery, Title and Risk
1. The Incoterms 2000 or its subsequent modifications published by the International Chamber of Commerce, and any specific product delivery conditions stated in the Agreement, shall apply to all deliveries made under the Agreement. In case of any conflict between Incoterms and any terms of the Agreement the latter shall prevail.
2. Supplier will make every endeavor to deliver products and/or services within the agreed delivery time, but Supplier shall not be liable for failure to do so for any reason, except if it acts with due diligence or gross negligence. Supplier is entitled to make partial deliveries.
3. Supplier’s weights and measurements shall govern unless proven to be incorrect.
4. Buyer shall inspect the products and/or services immediately on quality and quantity upon delivery therewith by Supplier.
5. Title of ownership of all products supplied by Supplier shall not pass to Buyer until final settlement in full of the sales price and all other sums due to Supplier.
6. Risk of loss of, and damage to, the products shall pass to Buyer upon delivery in accordance with the agreed delivery time.

Article 5 – Packages
If under the Agreement packaging of products remains property of Supplier or is to be returned to Supplier, Buyer must return them at his risk and account empty to the destination indicated by Supplier and must advise Supplier on date of dispatch. Any packages not returned in good order and condition within a reasonable period shall be paid for by Buyer at Supplier’s standard replacement costs.

Article 6 – Water Treatment Services
In case the Supplier provides water treatment services:

i. the Buyer guarantees that it has provided the Supplier with complete and accurate information required for the preparation of the offer and the performance of the Agreement. The Buyer shall provide the Supplier with any updates of such information during the course of the Agreement. The Buyer shall inform the Supplier of any changes in the treated facilities or the operation thereof as might be relevant in any way for the water treatment. The Buyer shall at all times keep the logbook for the water treatment up to date and accessible to the Supplier.
ii. the Buyer will provide without interruption light, power, water and ventilation as necessary for the performance of the water treatment service. The Buyer shall provide for the proper written or verbal order by Buyer to purchase from Supplier any services, or gross negligence, the limitation of liability herein contained is not applicable and the liability will be determined in accordance with the rules of the Civil Code.

Article 12 – Force Majeure
Supplier will not be responsible for any delay or failure to fulfill any term or condition of any Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any event beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or other goods or services, (iii) any other force majeure as defined by the law of the country in which Supplier is incorporated or where Supplier has its principal places of business, or in cases, where Supplier itself is not the manufacturer of any product, or provider of any service, sold to Buyer, failure by its regular supplier for any reason to supply such product or service as well as modification of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation, or Order Confirmation.

Article 13 – Confidentiality
Any technical, commercial, economic and other information and data concerning Supplier’s business, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, employees or officers in the performance of the Agreement shall be treated as confidential property of Supplier and shall not be used by Buyer except for the benefit of Supplier in the furtherance of the Agreement, and shall not be disclosed to others, including its affiliates or other authorities during or subsequent to the term of the Agreement without prior written consent of Supplier. Any such information provided by Supplier to Buyer or written or other tangible media shall be returned to Supplier either upon Supplier’s request or upon termination of the Agreement.

Article 14 – Governing Law / Disputes
1. Any agreements and documents to which these General Conditions apply shall be interpreted exclusively governed by:
2. Any disputes arising from any agreements or documents to which these General Conditions apply shall be exclusively submitted to the competent courts of Ashland’s domicile.