Article 1 – General
1. The General Terms and Conditions of Sale contained herein ("General Conditions"), shall apply (a) to all offers, quotations and Order Confirmations as hereinafter defined issued by Ashland UK Limited, CV Lubricants Ltd. or any affiliate thereof ("Supplier") and (b) to all Agreements as hereinafter defined between Supplier and any prospective buyer ("Buyer").
2. "Order Confirmation" means the written confirmation sent by the Supplier to the Buyer for the purchase of products or services described therein. "Purchase Order" shall mean the written or verbal order of Buyer for the purchase of products from Supplier.
3. An agreement ("Agreement") shall be entered into if and when (i) the Supplier has confirmed the Agreement and accepted the related Purchase Order in writing by means of an Order Confirmation, or (ii) Supplier did not send an Order Confirmation, Supplier has begun with providing the products and/or services and the Buyer did not immediately object to this in writing, and unless a Purchase Order shall not be binding on Supplier.
4. The failure of Supplier to withdraw its offer within the time period stated without notice at any time before an Agreement between Supplier and the Buyer comes into existence.
5. Conversion of a delivery from products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on the 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. Unless otherwise specified in writing, 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 Order Confirmation, Agreement and General Conditions prevail over any conflicting or additional terms or conditions written, oral or otherwise, variations or waivers relating to the Order Confirmation, Agreement or General Conditions shall be valid unless agreed to in writing by Supplier.

Article 2 – Prices
1. The price before the conclusion of an Agreement, all of Supplier’s offered, quoted, published or notified prices are non-binding and are subject to alteration at any time without prior notice and, without limitation, 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.

Article 3 – Terms of Payment
1. All payments shall be made in the currency stated on the invoice, within the time period stated on the invoice or otherwise as may be specified in the Agreement or otherwise agreed by Supplier and Buyer in writing and Supplier reserves the right to require full or partial payment in respect of any products or services, or the products or performance of the services and/or to otherwise obtain security for payment. All payments shall be made in full without any deduction or set-off for any reason. Supplier unless otherwise specified 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, Supplier may charge interest on any overdue payments at the rate of 15% per annum (calculated daily) from the due date until such time as all overdue payments shall be paid in full. Supplier shall also be liable for any legal costs (including legal fees) incurred in collecting overdue payments. Supplier may also withhold or delay the supply of the products and services to Buyer until any overdue payments have been settled by Buyer.
3. If Buyer fails to make payment within the agreed time period, Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier’s bank statements shall be deemed to constitute the effective date of payment.

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 the products and/or services within the delivery time specified in the Agreement or otherwise agreed by Supplier and Buyer in writing, but Supplier shall not be liable for failure to do so for any reason. 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 for quality and quantity upon delivery thereof by Supplier.
5. The title and ownership of all products supplied by Supplier shall not pass to Buyer until final settlement in full of the sale price and all other sums due to Supplier in respect of all products supplied by Supplier.
6. Until title to and ownership of all products supplied by Supplier passes to Buyer: (i) the Buyer shall hold all such products as the Supplier’s fiduciary agent and bailee; (ii) the Buyer shall keep all such products separate from those of Buyer and any other third parties and properly stored, protected and identified as Supplier’s property; (iii) Buyer shall not permit any charge, security interest or other encumbrance to affect any such products; and (iv) Supplier may at any time require Buyer to deliver up all such products to Supplier and, if Buyer fails to do so, enter on any premises of Buyer or any third party where any such products are stored and repossess them.

Article 5 – Packages
1. If under the Agreement packaging of products remains property of Supplier or is to be returned to Supplier, Buyer shall hold all such packages as the Supplier’s fiduciary agent and bailee and shall keep all such packages separate from those of Buyer and any other third parties and properly stored, protected and identified as Supplier’s property.

Article 6 – Water Treatment Services
1. In case of a delivery from products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on the 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. Unless otherwise specified in writing, period shall not be valid.
1. The Buyer shall diligently carry out any tasks relating to the water treatment of its systems, which tasks are not included in the services to be performed by Supplier, and Supplier shall not be liable for failure to do so for any reason. Supplier is entitled to make partial deliveries.
2. In case the Supplier provides water treatment services:
   a. the Buyer shall inform the Supplier timely of any scheduled complete or partial shut downs and shall make sure the Supplier maintains access to the Buyer’s water systems during such shut down periods;
   b. the Buyer is responsible to obtain any and all permits, authorizations and approvals from any authorities that may be required by the Supplier to work at the Buyer’s site and use the products supplied by the Supplier at the Buyer’s facilities. The Buyer is responsible for all information and documentation provided to any authorities, even if the Supplier has provided this information and/or documentation at Buyer’s request to the authorities and/or the Buyer.

Article 7 – Equipment
1. Unless otherwise agreed in writing, (i) title to and ownership of all equipment made available to Buyer shall be retained by Supplier; (ii) Supplier shall be liable to Buyer for the invoice value of the applicable non-conforming products and/or services. In doing so, Buyer shall be entitled to suspend Supplier within five working days after the delivery date. If no such notification is received by Supplier within such time limit, all products and/or services shall be deemed delivered in the agreed quantity, free from visual damage.

Article 8 – Liability and Risk
1. Subject to Article 11.4, any liability on the part of the Supplier, contractual or otherwise, shall be limited to:
   a. the remedies set forth in Article 10 if the Agreement solely relates to the delivery of products, or
   b. 50% of the aggregated value invoiced, excluding VAT and credits, by Supplier to the Buyer during the twelve months immediately preceding the date of Supplier’s receipt of Buyer’s written claim notice, if the Agreement relates to the delivery of services only, or services and products, including but not limited to the delivery of water treatment services and the making available of equipment.
   c. The Buyer shall indemnify and hold harmless the Supplier from any third party claims, costs or expenses (including legal fees) incurred in enforcing any such indemnity.
   d. Subject to Article 11.4, Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profit or revenue and damage to reputation or goodwill).
2. No liability shall restrict Supplier’s liability for death or personal injury caused by the Supplier’s negligence.

Article 12 – Force Majeure
Supplier will not be responsible for any delay or failure to fulfill any term or condition of any offer, quotation, Purchase Order, Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any event which is beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or auxiliary materials, (iii) transportation problems, (iv) in case where Supplier 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, Purchase Order, Order Confirmation, Agreement or other obligation.

Article 13 – Confidentiality
Any technical, commercial, economic and other information and data concerning Supplier’s business operations 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, officers or employees shall be treated as confidential property of Supplier and shall not be used by Buyer except in the furtherance of the Agreement, and shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement, as well as any such information provided by Supplier to Buyer or by Supplier’s consent. Any information provided by Supplier to Buyer in writing or other tangible media shall be returned to Supplier either upon Supplier’s first 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 exclusively governed by the laws of the country of Supplier’s domicile.  
2. Any disputes arising out of or pursuant to these General Conditions shall apply shall be exclusively submitted to the competent courts of Supplier’s domicile.