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 Ashland Industries France S.A.S. or any affiliate thereof (“Supplier”) and all 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 specified in the Purchase Order. “Purchase Order” shall mean the written or verbal order by Buyer to purchase from Supplier any products and/or services.

3. Acceptance of the “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 providing the products and/or services and the Buyer did not notify Supplier within 10 days of the receipt of such order.

4. Supplier may withdraw its offers and quotations without notice at any time before an Agreement between Supplier and the Buyer has been executed.

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 the Buyer and open for acceptance by Supplier within a validity period specified therein, or if not specified therein, for a period of 180 days from the date issue. 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 offered, quoted, published 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 of 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 taxes, packaging and carriage and based upon delivery “Ex Works”, according to the Incoterms 2010.

3. All sales shall be invoiced inclusive 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 invoices shall be 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, Supplier may charge in case of any overdue payments: (i) interest on any overdue payments at the rate applied by the Buyer’s main Central Bank plus 10 percentage points per annum for every day exceeding the payment due date, plus, as a minimum, (ii) a fixed sum of EUR 40 for compensation of recovery cost. Buyer shall also be liable for any reasonable collection costs excluding the fixed sum.

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 2010 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. 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 thereof 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.

Article 5 – Packages
1. Any packaging and packing 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
1. In the case the Supplier provides water treatment services:
   i. 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 services. The Buyer shall provide for the proper, uninterrupted and uninterrupted operations of the systems to be serviced by the Supplier and the Buyer is responsible for the consequences of any process contaminations, uncontrolled water losses, uncontrolled changes in make up water quality, malfunctioning of plant equipment, unscheduled process operations and any other actions, omissions and events that may affect the proper performance of the water treatment services by the Supplier, unless, as demonstrated by the Buyer, such actions, omissions or events were solely caused by the Supplier; iii. the Buyer shall diligently carry out any tasks relating to the water treatment of its systems, which are included in those described herein. In doing so, the Buyer shall follow the monitoring, product dosing and other instructions and recommendations with respect to the water treatment and the Buyer shall refrain from any acts interfering with the Supplier’s water treatment services.
   iv. the乙方 shall inform the Supplier timely of any scheduled complete or partial shut downs and shall ensure that the Supplier maintains access to the Buyer’s water systems during such shut down periods;
   v. the Buyer is responsible to obtain any and all permits, authorizations and approvals from any authorities that may be required to the Buyer in order to allow the water treatment plant to operate and to store and use the products supplied by the Supplier at the Buyer’s facilities. The Buyer is responsible for all liabilities for the use of the products, 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
Title of ownership of all equipment made available to the Buyer by the Supplier on a lease, testing, or any other basis, shall remain with Supplier, unless otherwise agreed in writing.