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 Sweden AB, or any affiliate of Ashland (“Supplier”) and 2) 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 goods ordered by Buyer for the purchase price specified therein. “Purchase Order” shall mean the written or verbal order by Buyer to purchase Supplier any products and/or services.
3. An Agreement between Supplier and Buyer shall be entered into if and when (i) 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 immediately object to the products delivered.
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 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. Unilateral cancellation by Buyer within such period shall not be valid.
6. A contract coming 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, offered, published or notified prices are non-binding and are subject to alteration at any time without prior notice and in no way are intended 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 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 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, Supplier 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 full or part interest on judicial collection costs.
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, or any other 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. Risk of loss of, and damage to, the products shall pass to Buyer upon delivery.

Article 5 – Packages
If under the Agreement packaging of products remains property of Supplier or is to be returned to Supplier, the Buyer shall return it by the laws and lines and 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 rates.

Article 6 – Water Treatment Services
In case the Supplier provides water treatment services:
1. 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;
2. the Buyer shall provide without internal light, power, water and ventilation as necessary for the performance of the water treatment services. The Buyer shall provide for the proper, stable 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 abnormal operations which may affect the performance of the water treatment services by the Supplier, unless, as demonstrated by the Buyer, the Supplier was at fault, including but not limited to, actions, omissions or events solely caused by the Supplier;
3. the Buyer shall diligently carry out any tasks relating to the water treatment of its systems, which are not included in the services agreed to be supplied by the Supplier. 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 ability to perform the service adequately;
4. the Buyer shall inform the Supplier timely of any scheduled complete or partial shut downs and shall make sure that the Supplier maintains access to the Buyer’s water systems during such shut down periods;
5. the Buyer is responsible to obtain any and all permits, authorizations and approvals from any authorities that may be required to operate the water treatment equipment and to store 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;
6. the Buyer is responsible to obtain any and all permits, authorizations and approvals from any authorities that may be required to operate the water treatment equipment and to store and use the products supplied by the Supplier at the Buyer’s facilities.