



General sales and delivery conditions Applied Chemicals Handels GmbH Schweiz (ACAT)

1. Exclusive Application

The following General Sales and Delivery Conditions shall apply to all deliveries and services of ACAT. No deviations, in particular purchasing conditions, shall be effective unless expressly accepted in writing (fax, E-mail, letter).

2. Offers

All offers are subject to change. Incoming orders shall only be binding after written confirmation of the order is given by ACAT.

3. Type and Scope of Delivery

The order confirmations of ACAT are exclusively controlling for the type and scope of the delivery.

4. Time of Delivery

Delivery dates are subject to change. Delays or impossibility to deliver due to force majeure do not constitute breach of contract. In such cases of force majeure, including but not limited to shortages of labor, power or raw materials, official orders and decrees, effects of labor disputes, traffic delays, operational delays or similar delivery impediments, ACAT is entitled to completely or partially withdraw from the contract. The same applies when subcontractors cannot or do not correctly deliver.

5. Transfer of Risk

The risk shall transfer to the Purchaser upon delivery of the goods to the first freight forwarder or carrier. In the event no written instructions to the contrary were given by the Purchaser, ACAT may on its behalf insure the shipment of goods against theft, breakage, transport and water damage as well as other insurable risks.

6. Shipping and Packing

All shipments travel at the cost of the Purchaser. ACAT shall organize the shipping and packing to the best of its knowledge, however shall not be responsible to use the cheapest shipping. The Purchaser is obligated to inform ACAT regarding any required labels for its country and region.

7. Quantity and Price

For calculation of the quantity, only quantities, weight or unit amounts determined at departure are relevant. The prices are in Swiss francs ex works, without customs and value added tax included.

8. Payment

All payments are due within 30 days from invoice date and are to be paid by bank transfer or check without discount. ACAT is not obligated to accept promissory notes or bills as payment. These may only be accepted based on a prior agreement. Discounts or other charges for bills/notes are to be charged to the Purchaser. Checks and promissory notes are considered to be payment only after their redemption. ACAT reserves the right to request advance payments or security or to withdraw from the contract if circumstances occur or become known which appear to jeopardize the claims of ACAT.

9. Assignment / Set-off

The Purchaser may not assign any claims against ACAT. The setting off of counterclaims is not permissible.



10. Default of Payment

Any late payment is subject to interest at a rate of 8 % without prior notice.

11. Retention of Title

The goods remain as property of ACAT until the Purchaser has paid the full purchase price due.

12. Inspection and Acceptance by the Purchaser

Immediately after receipt and before use or further processing of the goods, the Purchaser must inspect the goods and to give notice of any defects in writing. The period to object expires 10 business days after receipt of the goods.

In the event of defects in the goods, ACAT has the right at its discretion either to exchange or improve them or to take them back upon repayment of the purchase price. ACAT or a third party designated by ACAT must have the possibility to inspect the defects. Missing goods shall when possible be subsequently delivered, otherwise a credit will be given.

13. Advice and Limitation of Liability

Advice by ACAT is given to the best of its knowledge and is however not binding and does not release the customer from itself inspecting the products and procedures for their suitability for its purposes.

In all cases when ACAT is responsible for a delay in delivery, liability is limited to the invoice price of the delivery. In particular, there shall be no liability for direct or indirect damages, for lost profits of the Purchaser or of third parties as well as for consequential damages inasmuch as allowed by law. Liability for auxiliary persons shall be precluded in all events.

14. Place of Performance / Governing Law / Arbitration

Place of performance for delivery of the goods and for payment is the registered office of ACAT.

This contract is subject to the internal law of Switzerland.

All disputes in connection with the deliveries and services of ACAT including those regarding the valid execution of a contract, its effectiveness, modification or termination and all claims from enrichment or tortuous acts associated therewith are to be decided by arbitration proceedings pursuant to the International Rules of Arbitration of the Swiss Chamber of Commerce. The domicile of the arbitration proceedings is in Basel.

Basel, 31.08.2006