Applied Chemicals
International Group

ACAT Austria
General Sales and Delivery Conditions

1. Exclusive Application
The following General Sales and Delivery Conditions shall apply to all deliveries and services of der APPLIED CHEMICALS Handels-GmbH (ACAT). No deviations, in particular purchasing conditions, shall be effective unless expressly accepted in writing by ACAT (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 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 strikes, disasters, war or terrorism, criminal acts of third parties shortages of labour, power or raw materials, official orders and decrees, effects of labour 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 (but need not) on behalf of the Purchaser 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 EURO ex works, without customs and value added tax included unless stated otherwise by ACAT.

8. Payment
All payments are due within 30 days from date of invoice 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, including but not limited to the circumstance that the credit insurance rejects the coverage of the business underlying this contract partially or completely.

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
Without prior notice any late payment is subject to interest at the rate of 10 % per annum over the base rate, which at the first of each calendar half-year is published from the due date onwards. For each justified reminder by ACAT the effective costs but at least EURO 40 are to be replaced by the debtor of ACAT.

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. Later complaints are irrelevant.

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 value 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 in as much 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 in Vienna.

This contract is subject to the law of Austria under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any dispute, controversy or claim arising out of, or in relation to, this contract, including the validity, invalidity, breach, or termination thereof, its amendment or resolution and all related claims due to enrichment or tort shall be resolved by ordinary courts of Vienna, Austria.

Vienna, 31.10.2013