

- 1 Definitions**
"Contract" means the contract for the supply of Goods which shall be supplied to the Customer under these Conditions;
"Customer" means Von Roll UK Limited;
"Goods" means all the goods and/or services which are purchased by the Customer and which shall be supplied by the Supplier under these Conditions;
"Order" means the Buyer's order for the Goods;
"Price" means the price for the Goods as set out in the Order or otherwise agreed;
"Specifications" means any specifications or details of the Goods set out in the Order or in any other documentation;
"Supplier" means the person, firm or company supplying the Goods to the Customer.
- 2 General Conclusion of Contract**
2.1 Any supply of Goods between the Supplier and the Customer is subject to these Conditions. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any acknowledgement of order, letter or other communication sent by the Supplier to the Customer.
2.2 No variation to these Conditions or the Order shall be binding unless expressly agreed by the Customer in writing and signed on its behalf.
- 3 Scope of Supplies and Services**
3.1 The Goods to be supplied shall be specified in the Order.
3.2 The Supplier shall ensure that it will, in good time, have obtained all information relevant for the intended use of the Goods. The Supplier warrants that the Goods will be fit for the purpose for which they are supplied.
3.3 The Goods must be packaged appropriately and in conformity with industry practice. The Customer shall be entitled to instruct the Supplier as to the type and method of packing. If the Customer returns reusable packing material ex works to the Supplier, the Customer will be credited the value of the packing material.
3.4 The Supplier shall ensure that it will continue to be able, for a period of ten (10) years following the termination of the contractual relationship and on reasonable terms and conditions, to deliver to the Customer the Goods or any parts thereof.
- 4 Prices**
4.1 The Price set out in the Order or agreed otherwise are fixed prices.
4.2 Unless otherwise agreed, all Prices shall be deemed to be DAP (as defined in INCOTERMS® 2010) to a location determined by the Customer (for UK suppliers - carriage paid).
- 5 Terms of Payment**
5.1 Unless otherwise agreed, payment will be made within 90 days of the Relevant Date. If payment is made within fourteen (14) days of the Relevant Date then the Supplier will give the Customer a three per cent (3%) discount on the Price of the Goods. If payment is made after 14 days but before or on the 25th day of the month following the Relevant Date then the Supplier will give the Customer a two per cent (2%) discount on the Price. The Relevant Date is the date after which the Goods have been delivered in accordance with the Contract and (ii) receipt of a proper and evidenced invoice. The Customer is entitled to choose the method of payment at his sole discretion.
5.2 In the event of a faulty delivery or the Goods not being in compliance with the Contract the Customer shall be entitled to withhold payment of the amount disputed until Goods which comply with the Contract have been delivered.
5.3 To the extent material test certificates or certificates of conformity have been agreed these shall form an integral part of the delivery and sent to the Customer together with the Goods.
- 5.4 Unless otherwise agreed, the Supplier is not entitled to assign a claim against the Customer to a third party or to have such claim collected by a third party.
- 6 Provision of Accessories**
6.1 The Customer reserves the right of ownership of all substances, parts, containers, tools, measuring instruments or substances or similar items (each, an "Accessory") provided to the Supplier. The Accessories provided by the Customer shall exclusively serve for processing and fulfilling the Order. Neither Accessories nor copies or duplicates thereof may be made available to any third party and may not be used for any other purposes than the agreed upon purpose. The Customer shall reserve the right of ownership of the provided Accessories even after processing and assembly through the Supplier. Furthermore, the Supplier shall not have any rights of retention on whatever basis to the Accessories.
- 7 Term of Delivery**
7.1 The agreed delivery time as set out in the Order or agreed otherwise is binding and is of the essence of the Contract.
7.2 The Customer shall be entitled to claim liquidated damages for delayed delivery in so far as it can be proved that the delay has been caused due to the negligence or breach of the Contract of the Supplier. Damages for delayed delivery amount to one per cent (1.0%) of the Price of the Goods in delay for every full week's delay and shall in no case whatsoever altogether exceed ten per cent (10.0%) of the Price of the Goods in delay.
- 8 Quality Control**
8.1 The Supplier shall implement a quality control system of an adequate type and scope that complies with state-of-the-art technology. The Supplier undertakes to enter into a corresponding agreement with the Customer if the latter deems this necessary.
8.2 The Customer will inspect the incoming goods only with respect to externally apparent defects and externally apparent deviations in identity or volume. The Customer will give notice of such defects without undue delay, but reserves the right to conduct additional inspections of incoming goods. Furthermore, the Customer will also give notice of defects as soon as such defects have been detected.
- 9 Warranty, Liability for Defects**
9.1 The Supplier represents and warrants that the Goods will meet the Specifications, comply with the Order, will be fit for their purpose and of satisfactory quality and contain no defects for the warranty period (set out in clause 9.2). Any services will be performed using all reasonable skill and care.
9.2 Unless otherwise agreed, the warranty period is twenty-four (24) months as from the date of the Customer's receipt of the Goods. For replaced or repaired parts the warranty period starts anew on the date of repair or replacement.
- 10 Events of Force Majeure**
10.1 No failure by either of the parties in the performance of its obligation shall be deemed a breach of the contract or create any liability for damages if it results from a cause beyond the control of such party.
- 11 Confidentiality**
11.1 The Supplier undertakes to keep all figures, drawings, calculations or any other documentation and information received from the Customer strictly confidential.
- 12 Jurisdiction and Applicable Law**
12.1 The construction, validity and performance of the Contract shall be governed by English law and by entering into the contract the parties submit to the exclusive jurisdiction of the English Courts.