



General Terms and Conditions of Sale

Art. 1 - General Terms and Conditions of Sale

1. All banking charges and commissions inside Switzerland are on Seller's account, outside Switzerland on Buyer's account
2. Documentation supplied: Certificate of analysis or Annual certificate of conformity, Invoice
3. The Buyer is obliged to inform the Seller about changes in VAT number as well as any other changes that may affect tax settlements between the Buyer and the Seller.
4. Without written consent of General-Oxo S.A., rights and obligations connected with the present agreement cannot be transferred to any third party
5. The Buyer declares that the product purchased within this contract is not acquired for the purpose, will not be used and offered for sale to internal combustion engines or for heating purposes or as an admixture for motor fuels and heating fuels.
6. Partial deliveries are permitted. Each delivery is to be understood as a separate shipment.
7. The invoices have to be paid in full invoiced amounts. Any possible claims arising out of this or other contract will be dealt with separately, and cannot be deducted from the invoiced amount. In case of any delay in payment, the Buyer will pay to the Seller penalty interests of 1% per month of total invoice amount. The date of payment shall be the date when the invoiced amount is booked on Seller's bank account.
8. The Seller will not be responsible for any delay in delivery of goods arising out of "force majeure" to be understood in conformance of the Swiss law or in case of flood, storm, riots, fire, strike, sabotage, explosion, organized actions of the work force, requirements of national defense, any government orders, decrees or regulations whether valid or invalid, breakdown, shortage of supply of electric or other kind of power, raw materials, work force, equipment, means of transportation or any other unexpected occurrences beyond reasonable Seller's control which could not be avoided by the Seller despite his undertaking appropriate and careful actions.
9. In case of FCA basis, each road tanker or truck shall be notified between Monday and Friday. Each receipt of goods must be agreed and confirmed by the Seller 3 days before the collection date. Loading at the weekend will be possible after the Seller's consent and confirmation.
10. In case of delivery in Seller's motor vehicles, each car/road tanker/container must be unloaded within 2 hours after arrival to the place of destination. After this time the Seller is entitled to charge the Buyer with staging penalties of 600 EUR a day, converted based on real time of staging at the place of delivery.
11. In case of delivery in Seller's rail tankers/railcars, each railcar must be unloaded and sent back within 72 hours after arrival to the place of destination. In case of any delay, the Seller is entitled to charge the Buyer with penalty for detention of railcars at 50 EUR per each railcar for each starting day of delay.
12. The Buyer is obligated to send to the Seller forwarding instructions at latest 3 days before shipment date. Any additional costs which may arise in connection with eventual alterations to the instructions are to be borne by the Buyer.
13. Risks associated with loss of goods are carried by the Seller or the Purchaser in accordance with the agreed conditions of supply. Up until the moment of delivery of the goods to the place indicated in the Agreement the Purchaser cannot, without written authority of the Seller, transfer to another entity, in particular to another purchaser in the supply chain, any risks associated with the loss of goods, or rights to administer the goods as if he were the owner. In the event that the Purchaser, without the authority of the Seller, transfers to another entity any risks associated with the loss of the goods or rights to administer the goods as if he were the owner, the Purchaser will reimburse to the Seller all costs associated with any change in the classification of the goods supplied as regards tax, in particular the costs associated with VAT and interest related to arrears of tax which the Seller will be obliged to pay in relation to a change in the classification of the goods.
14. Any quantitative and qualitative claims concerning the goods sold under this contract must be presented to the Sellers in a written form no later than 10 days after shipment collections date according to delivery basis stipulated in the contract. The claims should be proved by official documents (official certificate of quantity, bill of lading, certificate of quality, etc.). The claims submitted after above mentioned time will not be taken into consideration.
15. Any claim of the Buyer cannot exceed the contract value of the claimed goods.
16. Claims submitted cannot be a basis for the Buyer to refuse or withhold the payment for the goods received.
17. If the qualitative claim presented by the Buyer is not accepted by the Seller, the result of analysis of goods by neutral laboratory agreed upon by both parties will be binding and definite upon them. The Seller will bear the costs of analysis only in case of the Buyer's claims being justified. In case the Seller accepts the claim he is obliged to remove the defects or to replace the lot of goods on previous conditions or to grant relevant allowance. The Buyer has no rights to lodge further claims and particularly to require an additional indemnity, covering of the lost profit, etc. for the stated defects. The return or sale of goods at Seller's account may occur only upon Seller/s written consent.
18. Any disputes arising in connection with this contract will be submitted, excluding the jurisdiction way, to the Court of Arbitration in Switzerland. The arbitration award shall be final and both parties are obliged to execute it voluntarily. This contract is governed by Swiss Law.
19. Unless conditions of the contract stipulate otherwise, for the interpretation of trade questions of this contract there will be applied the rules of the INCOTERMS 2010.
20. Any amendments and/or alterations of this contract require written consent of the Buyer and the Seller for their validity
21. Please send us your Order Confirmation or our Sales Confirmation duly signed within 5 working days. Failing into receiving it, agreement is considered approved under the conditions set in the present. Any cancelling of our Sales Confirmation after 5 working days will endeavour a nominal penalty of 10% of the Value of the Goods.

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