

## **General terms and conditions of sale and delivery of Synovelle LTD.\*\*\*\***

### **Definitions**

**Terms and Conditions of Sale:** The following general terms and conditions of sale and delivery  
**SYNOVELLE LTD.:** Synovelle Limited, upper Market Street Eastleigh, SO50

**Customer:** A person to whom SYNOVELLE LTD. delivers products on the basis of a contract

**Product(s):** Goods offered for sale by SYNOVELLE LTD. and goods to be delivered on the basis of a contract with a customer

**Incoterms:** ICC official rules for the interpretation of trade terms, version prevailing at the date of the contractual relationship

### **1. Scope of application**

These Terms and Conditions of Sale shall apply exclusively to the contractual relationship between SYNOVELLE LTD. and its customers inasmuch as the individual contracts do not expressly and in writing contain agreements to the contrary.

No terms and conditions of sale that deviate from, contradict or supplement these Terms and Conditions of Sale, or other general terms and conditions declared applicable by the customer, shall apply unless SYNOVELLE LTD. has confirmed these in writing.

### **2. Offers, conclusion of contract**

All offers made by SYNOVELLE LTD. are non-binding. Only orders confirmed in writing to the customer by means of letter, fax or e-mail (Order Confirmation) shall be binding on SYNOVELLE LTD.. The written Order Confirmation shall be inspected by the customer immediately upon receipt and any deviations from the original order shall be notified in writing by the customer to SYNOVELLE LTD. without delay. Unless notified otherwise by the customer without delay, SYNOVELLE LTD. Order Confirmations shall be deemed correct and shall govern exclusively the delivery of products by SYNOVELLE LTD..

Confirmations of receipt of orders, generated electronically or otherwise, shall not be deemed to be SYNOVELLE LTD. Order Confirmations unless they are expressly identified as such.

### **3. Prices**

Unless agreed otherwise expressly and in writing, all SYNOVELLE LTD. prices shall be deemed to apply EX WORKS (EXW) pursuant to Incoterms, exclusive of the applicable statutory value added tax (VAT).

Unless agreed otherwise in writing, all prices shall be deemed to be in EURO (EUR) and shall be payable in EURO by the customer to SYNOVELLE LTD..

All price information is based on the prevailing price factors at the time of concluding the contract (exchange rates, prices for raw materials, supply prices, transport costs, energy costs, taxes, customs duties, etc.). Substantial changes in the cost factors beyond the control of SYNOVELLE LTD. shall entitle SYNOVELLE LTD. to withdraw from the contract up until the time of delivery or to present a new offer to the customer. A change in any cost factor shall be deemed to be substantial if it increases by more than 3% after the contract has been concluded.

All deliveries of goods subject to ADR (dangerous goods) shall attract an ADR surcharge.

The minimum amount for an order shall be EUR 2.000.-, exclusive of VAT and of VOC taxes. Orders that are smaller than the minimum order amount shall attract an additional surcharge.

### **4. Delivery periods and risk assumption**

Unless agreed otherwise expressly and in writing, all SYNOVELLE LTD. deliveries shall be EX WORKS (EXW) pursuant to Incoterms. Upon provision of the non-loaded products for the customer, the risk of accidental loss or product deterioration shall be transferred to the customer and the product shall be transported at the expense and risk of the customer.

Unless agreed otherwise expressly and in writing, all delivery dates are non-binding. In the event of a delivery delay, the customer shall issue SYNOVELLE LTD. with a reminder. Any additional outlay for providing products at short notice and further surcharges for special deliveries will be invoiced to the customer on a time and material basis.

Products that are not collected by the customer in accordance with the delivery deadline shall attract a surcharge on a time and material basis (storage costs, handling costs, etc.) effective from the third day after the collection date.

### **5. Force Majeure Clause**

To the extent any incident or circumstance beyond the control of SYNOVELLE LTD. (such as – but not limited to – natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, producer cessation of trade, acts or decrees of authorities, etc.) reduces the availability of goods from the plant that provides SYNOVELLE LTD., or hinders the ability of SYNOVELLE LTD. to deliver them to the customer in a way that SYNOVELLE LTD. cannot no longer fulfil its obligations under this contract (taking into account, on a pro rata basis, other internal and external supply obligations) without incurring in economic losses, SYNOVELLE LTD. shall:

- a) Notify the customer within 10 business days after the onset of the Force Majeure event that renders SYNOVELLE LTD. unable to perform its contractual obligations;

- b) Be relieved from its obligations under this contract to the extent SYNOVELLE LTD. is prevented from performing such obligations; and
- c) Have no obligation to procure goods from other sources.

If a Force Majeure occurrence lasts for a period of more than 3 months, SYNOVELLE LTD. is entitled to unilaterally withdraw from the contract without application to court and without the customer having any right to compensation.

## **6. Condition of products/warranty**

Products offered by SYNOVELLE LTD. are described in the company's specifications; SYNOVELLE LTD. shall make these specifications available upon request to the customer. The customer's order shall serve as confirmation that the customer is familiar with the ordered products and their specifications.

Unless agreed otherwise expressly and in writing, SYNOVELLE LTD. shall deliver the products in the condition and quality as described in the specifications. In the absence of a description in the specifications, the generally accepted standards for the product in question shall apply. Public or verbal statements by SYNOVELLE LTD. or third parties shall not be deemed as product specifications for SYNOVELLE LTD. products.

The dispatch weight at SYNOVELLE LTD. shall apply for the performance of contracts and the issuing of invoices. The dispatch weight shall apply for road and rail transportation. SYNOVELLE LTD. shall be entitled to deviate from the contractual weight by 5% (overweight or underweight). Such deviation shall not be deemed as a breach of contract.

## **7. Inspection and acceptance by the customer**

The customer shall inspect the delivered products immediately upon receipt, before use or further processing, and give written notice of any defects. Notification of defects must be given not later than five working days after receipt of the product by the customer. In addition to the notice of defects, the customer shall also provide SYNOVELLE LTD. with all information and documentation needed to identify the product and defects. SYNOVELLE LTD. shall be entitled to inspect the product in question at the customer or to request a third party to inspect the product and to take samples of the product in question.

## **8. Warranty and limitation of liability**

SYNOVELLE LTD. warrants that the products it delivers are free from defects. A defect shall be deemed to be any deviation from the specifications or – if available – the product information provided in the Order Confirmation (inter alia, chemical composition, concentration and purity). In the absence of such data, the generally accepted standards for the product in question shall apply.

SYNOVELLE LTD. does not undertake any warranty or liability for the suitability of its products in a specific application or a specific processing outcome. Technical advice provided by SYNOVELLE LTD. is offered in good faith but shall not be binding. Possible commercial rights of third parties must be observed.

In the event of defects in a delivered product, SYNOVELLE LTD. shall, at its choice, be entitled

- i) either to take back the defective product and replace it with a product free of defect.
- ii) or to eliminate the defect.
- iii) or to replace the reduced value of the product for the customer as much as the defective product is suitable for the application intended by the customer.

In all cases and in the event of delivery delays that are the responsibility of SYNOVELLE LTD., liability is limited to the invoiced value of the product. In particular, all liability is excluded for secondary or indirect damages, loss of earnings by the customer or third parties and other resulting damages caused by SYNOVELLE LTD., inasmuch as this is legally admissible. In addition, SYNOVELLE LTD. disclaims all liability for support persons it involves in the performance of its responsibilities.

## **9. Default of acceptance**

If the customer is in default of taking acceptance of ordered products, SYNOVELLE LTD. shall be entitled at its choice to waive subsequent delivery or, after the third day following the collection deadline, levy a surcharge on a time and material basis (storage costs, handling costs, etc.). If SYNOVELLE LTD. waives subsequent delivery, it shall be entitled to claim compensation for its damages arising from the non-delivery or to rescind the contract.

## **10. Payment by customer**

Unless specifically agreed otherwise in writing, all invoices issued by SYNOVELLE LTD. shall be payable net within 30 days of receipt of the invoice by the customer.

Payment due dates must also be adhered to even if delivery to the customer or collection of the goods by the customer is delayed for any reason beyond the control of SYNOVELLE LTD..

If the customer is in arrears of payment or if for any reasons SYNOVELLE LTD. has reason to fear that the customer will not pay in full or on time, then SYNOVELLE LTD. shall be entitled to make the delivery of the ordered goods conditional on payment in advance or the lodging of security.

If the customer is in arrears of payment, dunning charges of EUR 45.- will be charged and interest of 6% for late payment will be charged.

**11. Packaging and demurrage fees**

Bulk Containers storage are subject to extra charge in case customer request a new delivery date, different what was previously agreed before the Container was loaded.

**12. Place of performance/applicable law/jurisdiction**

The place of performance for the delivery of products and payment is the registered office of SYNOVELLE LTD..

These Terms and Conditions of Sale and all contracts between SYNOVELLE LTD. and its customers are subject exclusively to UK law.

**Any dispute arising between SYNOVELLE LTD. and a customer shall be submitted exclusively for judgment to the competent court at the registered head office of SYNOVELLE LTD. Estleigh, UK.**