

GENERAL SALES TERMS AND CONDITIONS

1. Unless otherwise agreed to the customer in writing, all quotations, order confirmations, invoices and packing lists explicitly include a provision that all sales and product supplies are only made under THE COMPANY'S General Sales Terms & Conditions, which include a limitation of product warranty and liability, and an overall quality standard limiting the maximum out of spec product at 0.03% unless otherwise agreed to. THE COMPANY'S General Sales Terms & Conditions are either attached or printed on the reverse side of these documents or these documents indicate they can be simply requested by phone, mail or fax or are immediately and continuously accessible on THE COMPANY'S websites www.saluc.com & www.preciball.com. All quotations furthermore include a warning not to order any of THE COMPANY'S products if the customer has not read and understood or does not accept one or several of these terms & conditions. If the customer does not accept one or several of these terms & conditions when receiving the order confirmation or wants other terms or conditions to apply, the customer needs to use his right to cancel the order as confirmed within seven (7) days from the date of this order confirmation or have any change to these General Sales Terms & Conditions to be agreed on by THE COMPANY in writing within seven (7) days from the order confirmation failing which THE COMPANY'S General Sales Terms & Conditions shall be fully applicable on the order. THE COMPANY hereby expressly refuses any other term or condition that differs from THE COMPANY'S General Sales Terms & Conditions and that was not explicitly accepted by THE COMPANY in writing. Further on, all invoices and packing lists include an explicit warning not to use any of THE COMPANY'S products if the customer has not read, understood and accepted these terms & conditions.
2. All price quotations are made without any commitment for THE COMPANY. THE COMPANY'S quotes and price lists may only be considered as indicative and can only be deemed contractual after receipt of THE COMPANY'S order confirmation. Every sale is deemed concluded only upon THE COMPANY'S written acceptance of the customer's order.
3. Any advice or recommendation given by THE COMPANY or its employees is made without any commitment or guarantee of THE COMPANY. In view of the diversity of applications in which THE COMPANY'S products may be used, it is up to the customer to order the products with specifications meeting his requirements in function of the application for which he intends to use them and before any utilisation and within seven (7) days following their receipt all products shall be controlled by the customer to verify their compliance and adequacy. Any products which have not been refused within seven (7) days as from the delivery date shall be considered as accepted according to THE COMPANY'S General Sales Terms & Conditions.
4. Any claim or objection about the quantity delivered, the conformity or the quality of the product shall be notified by registered mail accurately describing the grounds for the lack of conformity. After the seven (7) days period, the claims shall no longer be admissible and the products considered as approved and definitely accepted. The delivered products are also guaranteed against any manufacturing defects which cannot be detected immediately upon their receipt and may require testing. This guarantee is also limited to a seven day period and any claim should be notified by registered mail. Whatever the reason invoked, any return of products shall be previously approved in writing by THE COMPANY as well as the conditions under which the products should be returned. Any costs or damages connected with a non-approved return shall be borne by the customer. The final decision on the acceptability of the claim remains exclusively reserved to THE COMPANY.
5. Whatever the basis of the claim, THE COMPANY'S warranty is strictly limited at THE COMPANY'S sole discretion, to either repair or free replacement or the reimbursement of the price paid for THE COMPANY'S products that are admitted as defective or not complying (reimbursement which may eventually be partial in function of usage), and excludes all damages, disassembly & re-assembly and transportation costs. In addition, THE COMPANY shall have no liability whatsoever for special, incidental, indirect, punitive or consequential damages (including, but not limited to, damages for injuries to persons or to property, business interruption, lost profits, disassembly & re-assembly and transportation costs). THE COMPANY'S overall direct or indirect liability in connection to the sale of its products to a customer shall in no case exceed the net price for these products paid by the customer.
6. Any order for special or custom made products may be supplied (and invoiced) with either an excess or a shortage of ten percent of the ordered quantity. In the case of a shortage in the supply of products, THE COMPANY may decide at its sole discretion to supply the missing quantity or to consider the order as fulfilled.
7. THE COMPANY'S delivery periods are indicative and non-contractual. The customer can, therefore, not claim damages, cancel the order nor suspend the payment of previous supplies on the basis of a possible delivery delay of an order. If the customer cancels an order that was regularly accepted by THE COMPANY, the latter shall be entitled to demand at its own discretion either the contract completion or the payment of an indemnity representing fifteen percent of the withdrawn order. All products are shipped at the customer's risk even if THE COMPANY pays the transportation cost. Without customer shipping instructions, THE COMPANY may organize this at its sole discretion.
8. "Force majeure" : the cases of unforeseeable or uncontrollable course of events, and generally all circumstances impeding, reducing or delaying either the manufacturing or the sending, or else rendering the completion of THE COMPANY'S commitments far too expensive entitle THE COMPANY as the case may be, to either reduce THE COMPANY'S commitments, or to put an end to them or to suspend their completion. Are amongst others considered as such : outbreak of wars, requisition of troops, strikes and lock-out, breaking of machinery, fires, stoppage of transportation means, difficulties in supplying raw materials or energy, whatever restrictions or prohibitions imposed upon by the Public Authorities.
9. THE COMPANY'S invoices are payable at THE COMPANY'S registered office net and without any discount nor any deduction regardless of the reason, and this according to the payment conditions mentioned herein. The delivered products remain THE COMPANY'S property until their full payment without any incidence upon the transfer of risks. Is not considered as a payment : the award of a draft or of any other title imposing payment. Any delay in the payment provides THE COMPANY with the right to claim an interest of one percent per month as from the normal due date of payment of the invoices without the need of any summons and by the sole expiry of the payment term. The fact that this interest is not included in the payment reminders and summaries of accounts does not entail any renunciation. Should there be a total non-payment of THE COMPANY'S invoices by the expiry date, their amount will be increased rightfully and without any summons by ten percent, the minimum amount being EUR 125,- or USD 150,-. The non-payment of any part of any invoice or draft by its expiry date allows THE COMPANY to automatically postpone without any warning nor summon the supply of the current orders. Likewise, in this case, THE COMPANY will also be entitled to notify the customer of the dissolution to his detriment of all uncompleted orders and demand the immediate payment of all unpaid invoices, regardless of the fact they should not be due yet and/or be covered by an accepted draft. In case of the customer's diminished solvability or of a modification in his legal or financial status, THE COMPANY reserves the right to terminate all orders or the balance of the current orders or to demand securities for payment.
10. Any litigation which may occur between THE COMPANY and its customers shall be of the exclusive competence of the Courts of the Jurisdiction of THE COMPANY'S registered office, this clause being imposed even to foreign customers. The 1988 Vienna Convention about the International Sales of Products is applicable to all sales of THE COMPANY, except if otherwise provided for in the present General Sales Terms & Conditions or in the specific conditions. With the same restriction, the commercial terms will be interpreted in accordance with the "international rules for the interpretation of commercial terms" as defined in the latest Incoterms issue of the International Chamber of Commerce.
11. In the above General Sales Terms & Conditions, "THE COMPANY" refers to Saluc S.A. Belgium and its industrial ball division Preciball. Any term & condition considered as invalid or unenforceable in whole or in part by any competent authority shall be considered as non-existing and be replaced by a valid term & condition that is as close as possible to the spirit of the invalidated one, with all other terms & conditions remaining fully in force. These General Sales Terms & Conditions replace all previous versions as of December 2nd, 2013.