

GENERAL TERMS AND CONDITIONS OF SALES FOR GOODS valid for foreign Clients

0. SUBJECT

The present General Terms and Conditions of Sales (hereinafter called 'GTC') are applied to all offers/quotations, order's confirmations and to all contracts of sales of Goods/Supplies effected by STAHL GERLAFINGEN AG with legal address Bahnhofstrasse, Postfach, CH-4563 Gerlafingen Switzerland CHE 105.859.757 MWST (hereinafter 'STAHL' or 'the Supplier') in favour of customers (hereinafter called the 'Client/s' or 'Customer/s' or 'Buyer/s') with object: merchant bars, reinforcing bars, beams, special steels SBQ (Hereinafter called 'Goods' or 'Products').

1. ORDERS AND EFFECTIVENESS OF THE CONTRACT:

1.1. These GTC are expressly accepted by the Buyer when STAHL sends its proposal/quotation to the Buyer.

1.2. The Client acknowledges and accepts these GTC as the only terms and conditions regulating the purchase of Supplier's Goods.

1.3. Each order issued by the Buyer in favour of STAHL (hereinafter 'Purchase Order') implies the acceptance, without exceptions, of these GTC.

1.4. In no case any general condition of purchase in any manner inserted, mentioned, quoted in the Client's correspondence and forms shall be considered as applicable in the supply of STAHL's Products.

1.5. Save a shorter validity is expressly indicated in STAHL's documents, Proposal/Quotation is valid and effective only if the complete and definitive Purchase Order is sent by the Buyer to the Supplier within 3 (three) working days from the date of proposal/quotation. The delivery date/s shall be fixed only when STAHL sends proper document with confirmation of all defined and agreed contents (hereinafter called 'Order Confirmation').

1.6. Any technical specification requested by the Client and any applicable Norm (hereinafter called "Technical Characteristics"), shall be considered as an integral part of the Purchase Order, only when approved by Supplier. In case the Client should require any additional technical request, after the issue of STAHL's Order Confirmation, these further requirements shall not be considered valid unless preventively authorized and expressly accepted in writing by STAHL.

1.7. Any possible change, cancellation or addition of the above mentioned Technical Characteristics by the Buyer shall become effective only if previously authorized by STAHL in writing.

1.8. It is understood that the Client is solely and fully liable for the choice of the Technical Characteristics and shall keep STAHL harmless from any claim that any third party may raise in connection to wrong, mistaken, improper Technical Characteristics. In no case the Supplier may be held liable or responsible for any verbal or written comment or suggestion given in relation to the Technical Characteristics, unless such a liability or responsibility is expressly agreed in writing as part of a collateral consultancy agreement for a valuable consideration.

1.9. The contract of supply of Goods (hereinafter also 'Contract') is considered effective only after STAHL sends the Order Confirmation to Client.

2. PRICES

2.1. Prices and currencies are those indicated in Order Confirmation. Unless otherwise stipulated, the prices of the Goods neither include the VAT (Value Added Tax) amount nor other taxes, duties etc related with the Goods or the supply (hereinafter called as 'Taxes'). Amount of Taxes in relation with the supply of the Goods shall be at the Buyer's expense and shall be invoiced by STAHL to the Buyer in the commercial invoice or through a separate invoice.

2.2. If STAHL grants a discount, it shall be applicable only for the specific supply for which the discount has been granted and mentioned in Order Confirmation.

3. TERMS, DELIVERY, QUANTITY TOLERANCE AND EXECUTION OF STAHL'S OBLIGATIONS

3.1. Readiness of the Goods is in accordance with the terms and conditions of Order Confirmation, except for unexpected events and force majeure.

3.2. The delivery date indicated on Order Confirmation is only approximate and not essential. In any case, 15 (fifteen) working days of grace period shall be applicable on delivery date indicated by STAHL.

3.3. In case of delay in the delivery of the Goods, Supplier shall not be liable for any loss or damage of any kind whatsoever directly or indirectly caused by any delay in the delivery of the Goods or completion of the supply. Moreover in no event the Contract shall be automatically terminated in case of late deliveries, nor shall the Client be entitled to terminate or withdraw from the Contract in case of late deliveries.

3.4. No penalties shall be applicable by the Client to STAHL in case of late delivery of the Goods.

3.5. The events which can prevent or delay the Contract are, by the way of an example, strikes, insurrections, wars, locks-out, earthquakes, fires, flooding, atmospheric events, imports embargoes, delays in deliveries by the suppliers of STAHL, limitations of supply of energy, limitations on traffic circulations are expressly recognized by the Buyer as force majeure events, for which STAHL shall not be considered, in any case, responsible in case of delay in the deliveries.

3.6. Prices offered are intended ex works STAHL's premises as per updated Incoterms.

3.7. In case of delay in the collection of the Goods ready for shipment, the Client shall bear all the expenses concerning the occupation of STAHL's warehouses and yards. It being understood that the risks of damage, deterioration and/or theft of the Products are to be borne by the Client from the initially agreed date of delivery.

3.8. Packaging included in the offered prices is the standard packaging of the Supplier. In case of specific requests by the Client, the packaging shall be quoted separately.

3.9. STAHL guarantees that the Goods comply with specifications in accordance with STAHL's Order Confirmation.

3.10. Plus/minus 10% (ten percent) of tolerance on quantity between Goods indicated in Order Confirmation and Goods manufactured and invoiced is allowed.

3.11. In addition plus/minus 3 ‰ (three parts in a thousand) of tolerance on quantity between Goods reported on Supplier's documentation and actual delivered Goods is allowed.

3.12. The possible mismatches must be confirmed by a tested scale as per legal provisions in force set out by the Metrology Institute.

4. CANCELLATION OF THE CONTRACT

4.1. The Buyer shall not have the right to cancel all or any part of the Purchase Order and/or the Contract unless agreed in writing by STAHL. In case of any agreed cancellation, all the costs borne by STAHL till the termination shall be paid by the Buyer.

5. WARRANTY

5.1. STAHL warrants that the Goods are in compliance with the technical specification as per STAHL' Order Confirmation and, if and when applicable, with referred Norms. When an agreed acceptance test is performed in Supplier's premises and results on Goods are not in compliance with the agreed parameters, the Client shall raise immediately objections otherwise the Customer shall not be entitled to refuse the Products, nor to require modifications thereof. In any case the Client shall not be entitled to refuse the Products or to require modifications thereof, should the inconsistencies with the said parameters be trivial and/or fall within the normal tolerances and limits.

5.2. The warranty period is of 12 (twelve) months from the relevant delivery.

5.3. The warranty may be claimed by the Client only, whilst the Client's assignees or other third parties shall not have any direct claim against STAHL.

5.4. The warranty shall not apply in case of defects, damages or failure of the Goods resulting as a consequence of and/or from:

5.4.1. improper transport, storage, maintenance, installation, use, application;

5.4.2. operations beyond estimated capacity;

5.4.3. damages caused by accident, fire or other casualty or negligence not ascribable to STAHL;

5.4.4. failures resulting from unauthorised modifications or alterations of the Products and/or not in compliance with updated applicable Norms;

5.4.5. any damage, loss or consequence deriving from defects or non compliance of the Products caused by failure, deficiencies and/or mistakes in the information or Technical Characteristics supplied by the Client;

5.4.6. metal pollution/metal decay and relevant consequences by environmental/chemical agents and/or by the contact with other substances and/or materials;

5.4.7. any other cause, not ascribable to STAHL's negligence.

5.5. The Client forfeits from warranty if he doesn't provide to suspend immediately the use of the Goods in case of discovery of a non-conformity or of a defect on the Goods.

5.6. During the warranty period, STAHL shall provide for repairing or, at its sole discretion, replacing free of charges the Products found not in compliance. Alternatively, STAHL, at its sole discretion, may authorize the Client to return the defected Goods against the repayment of the price originally invoiced. If required by the Supplier, the replaced Goods should be returned, at the Client's costs, to STAHL's premises. Any further express or implied warranty as well as any reimbursement of costs or other obligations or liability, either direct or by way of redress being, to the extent permitted by law, expressly excluded and waived.

5.7. The Client shall, sub poena of forfeiture of the warranty, notify in writing by fax/email with Supplier's confirmation of such communication or by registered letter with return receipt, any non compliance or discovered defects, within and no later than 8 (eight) days from the date of delivery of the Goods. In case of hidden defects within and no later than 8 (eight) days from the date of relevant discovery. The burden of proving the date of the relevant discovery lies with the Client. When receipt a claim, the Supplier shall examine in detail such demand. In case STAHL should require samples for necessary verifications, the Client shall provide to return to Supplier such material. After proper verifications and in accordance with the result of the tests and analysis provided by Supplier, in case the goods should result not in compliance, then Supplier shall provide in accordance with the activities provided by this article. Differently, if the test's results should provide that the Goods are within the normal tolerance and limits, Client undertake to pay all costs and expenses sustained by Supplier for such activities. In no case claims for non compliance or for defects shall be accepted if received by STAHL after 12 (twelve) months from the date of delivery of the relevant Products.

5.8. Any further express or implied warranty of fitness or merchantability as well as any reimbursement of costs or other obligations or liability either direct or by the way of redress including those for direct, indirect, incidental or consequential damages are, to the extent permitted by law, expressly excluded and waived.

6. EXCLUSION OF INDIRECT DAMAGES AND LIMITATION OF SUPPLIER'S LIABILITY

6.1. To the fullest extent permitted by law, in no event shall STAHL be liable to the Client, Client's assignee and/or any other third party for any claim, whether arising under contract, tort (including negligence), strict liability or otherwise, for loss of revenue, loss of profit or loss of use of capital, downtime of facilities, standby of equipment/plant, standby of personnel, loss of business reputation or opportunities, loss of production, loss of product and/or for any special, indirect, incidental or consequential loss or damage of any nature arising at any time or from any causes whatsoever and whether or not foreseeable, even if caused or contributed to by the negligence or breach (statutory or otherwise) of STAHL in relation to Contract.

6.2. Notwithstanding any other provisions on the contractual documents, maximum total cumulative responsibility of STAHL towards Client for whichever reason, except the case of demonstrated wilful conduct of STAHL, shall not exceed the amount paid by the Client for the Goods recognized as defective and/or not in compliance by STAHL.

7. RETIRE AND DELIVERY OF ORDERED GOODS. TRANSFER OF RISKS

7.1. Transfer of risks shall occur when STAHL shall put the Goods at Buyer's disposal. In case different delivery terms should apply, the risks on the Goods shall pass from the Supplier to Buyers in accordance to applicable updated Incoterms.

7.2. At the expire of the agreed delivery terms, but in any case not later than 7 (seven) days from the notice of Goods ready for collection, the Buyer is obliged to provide for the collection of the Goods as indicated in the Order Confirmation.

7.3. The above term elapsed, STAHL shall be authorised to issue the relevant invoice and terms of payment shall accrue as indicated in Order Confirmation and the relevant Goods shall be stocked in STAHL's yard at Client's costs and risks, with forfeiture of warranty without any responsibility for the Supplier. STAHL in addition shall be authorized to debit to the Buyer 0,5% (zero point five percent) of total amount of Order Confirmation for each/part of week of delay as handling and stocking charges.

8. PAYMENTS AND DELAYS ON BUYER'S OBLIGATION

8.1. Unless otherwise agreed, payment of the total amount of the Goods and Services shall be effected by swift bank transfer in favour of STAHL in its bank account within 7 (seven) days from Order Confirmation.

8.2. STAHL's invoices shall be exclusively paid at its domicile.

8.3. Should the Client delay or fail to comply with the payment terms, even if the Client is in delay with just one payment term, STAHL shall be entitled to suspend all the pending deliveries, until full payment of the outstanding credits, even if related to other Contracts and/or until receipt of proper guarantees, in the form required by STAHL, for any future delivery. In case of delay on payment terms, Buyer shall pay to STAHL for each/part of week of delay

0,1% (zero point one percent) of penalty calculated on the delayed amount.

8.4. In no event shall any claim on the Products, defect or non compliance of the Products, even when expressly acknowledged as such by STAHL and/or delays of delivery of the Products give the Client the right to suspend the relevant payments and/or any other payment for whichever reason due to STAHL (Solve et repete).

8.5. In case of plurality of Contracts, if the Buyer doesn't provide to pay or delay in the payment of even just one invoice, STAHL is authorized to suspend the outstanding Contracts, without prejudice to any other rights STAHL may have or to any other damages to be paid by the Client to STAHL in accordance with any other provisions of Order Confirmation.

8.6. Notwithstanding any other provisions, STAHL shall be authorized to terminate the Contract, for right cause, should the Client fail to provide for the payment within 15 (fifteen) days from receiving of notice to pay from the Supplier.

9. SUPPLIER'S RIGHT TO TERMINATE THE CONTRACT

9.1. STAHL shall have the right to terminate all or any part of the Contract, without any responsibility, in the following circumstances:

- the Buyer becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed for a substantial part of Buyer's assets.

10. SEVERABILITY

10.1. If any provision of these GTC shall be found invalid or unenforceable, the invalidity and unenforceability shall not affect the other provisions of GTC which shall remain in full force and effect. The Parties agree to attempt to substitute for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the maximum possible extent, the objectives of the invalid or unenforceable provision.

11. TRANSFER OF TITLE

11.1. The full and unrestricted title to the Goods shall pass to the Client when the first of the following events occurs:

- Identification by the Supplier of the Goods which the Supplier intends to deliver to the Buyer
- When the Goods are put at Client's disposal by STAHL.
- When Goods are loaded on the first transport mean (such as truck, container etc).
- Full payment by the Client in accordance with Order Confirmation provisions.

12. EXCLUSION OF VIENNA SALES CONVENTION

12.1. The application of any of the provisions of the United Nations Convention on Contracts for International Sale of Goods (Vienna Sales Convention year 1980) to these GTC, or incorporation of such provisions into any contractual document, at any time is expressly excluded in all respects.

13. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

13.1. Any and all disputes should arise relating or in connection with the formation, validity, existence, interpretation, application, implementation, performance, breach or termination of these GTC shall be subject to the Swiss law. The competent court shall be the registered office of the Supplier.

Gerlafingen, Switzerland _____

The Supplier _____

The Client _____

The Client hereby states and declares to expressly approve the following provisions of these GTC:

Item 1.4. exclusion of Client's general conditions

Item 1.8. Limitation of Supplier's responsibility for Technical Characteristics

Item 1.9. Effectiveness of the Contract

Items 3.2.,3.3.

and 3.4. Limitation of Supplier's responsibility in case of delay in delivery of the Goods

Item 4.1. Cancellation of the Contract and relevant consequences for the Buyer

Item 5.3. Limitation of warranty in favour of the sole Client

Item 5.4. Exclusion of warranty for reasons not attributable to Supplier

Item 5.5. Exclusion of warranty in case of use or processing of the Goods

Items 5.6. and 5.8. Limitation of warranty to the sole reparation or substitution of the defected Goods

Item 5.7. Forfeiture of warranty and burden of proof

Items 6.1. and 6.2. Exclusion of Indirect damages and maximum Supplier's liability

Item 8.3. Suspension of deliveries in case of delay or failure to pay

Item 8.4. Solve et Repete

Item 8.6. Right to terminate the Contract

Item 12.1. Exclusion of Vienna Sales Convention year 1980

Items 13.1. Applicable Law and settlement of disputes

Gerlafingen, Switzerland _____

The Client _____

