

1. General

- 1.1 The contract shall be deemed to have been entered into upon receipt of Von Roll do Brasil Ltda.'s ("Company") written order acknowledgement. Quotations which do not stipulate an acceptance period shall not be binding.
- 1.2 These General Terms and Conditions of Sale and Delivery shall be binding if declared applicable in the quotation or in the order acknowledgement. Any conditions stipulated by the customer which are in contradiction to these General Terms and Conditions of Sale and Delivery shall only be valid if expressly acknowledged by the Company in writing.
- 1.3 All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid.

2. Scope of Supplies and Services

The supplies and services of the Company are exhaustively specified in the order acknowledgement and in appendices thereto.

3. Technical Documents

Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided for in technical documents are only binding in so far as having been expressly stipulated as such.

4. Prices

Unless otherwise agreed upon, all prices shall be deemed to be net ex works (as per INCOTERMS® 2010), without any deduction whatsoever. Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, shall be borne by the customer.

5. Terms of Payment

- 5.1 Payments shall be made by the customer at the Company's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like.
- 5.2 If the customer delays in the agreed terms of payment, it shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the Company's domicile. The right to claim further damages is reserved.

6. Reservation of Title

The Company shall remain the owner of all supplies until having received the full payment in accordance with the contract. The customer authorizes the Company to record its property rights when necessary to protect ownership.

7. Delivery Time

- 7.1 The delivery time shall start as soon as the contract is entered into, all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled.
- 7.2 The Company undertakes to use its best endeavours to dispatch on a promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stated in writing.

- 7.3 The Company reserves the privilege of making partial deliveries and shipping overages or underages of weight and/or quantity up to +/- 10%.

- 7.4 The customer shall be entitled to claim liquidated damages for delayed delivery in case of a fixed delivery term in so far as it can be proved that the delay has been caused through the fault of the Company and that the customer has suffered a loss as a result of such delay. Damages for delayed delivery shall not exceed zero point five per cent (0.5%) for every full week's delay and shall in no case whatsoever altogether exceed five per cent (5.0%) of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay.

8. Packing

Unless otherwise specified on order acknowledgement, packing shall be charged for separately by the Company and shall not be returnable.

9. Warranty, Liability for Defects

- 9.1 Unless otherwise specified in the order acknowledgement and/or on the product data sheet, the warranty period is 12 months. It starts when the supplies leave the works. For replaced or repaired parts the warranty period starts anew after replacement or repair.
- 9.2 Claims for obvious defects must be notified within 10 days of receipt by the customer of the supplies.
- 9.3 Upon written request of the customer, the Company undertakes at its choice to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the warranty period, are proved to be defective due to bad material, faulty design or poor workmanship.
- 9.4 THE COMPANY REPRESENTS AND WARRANTS THAT THE SUPPLIES AND SERVICES WILL MEET COMPANY'S SPECIFICATIONS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED. EXPRESS WARRANTIES ARE ONLY THOSE WHICH HAVE BEEN EXPRESSLY SPECIFIED AS SUCH IN THE ORDER ACKNOWLEDGEMENT OR IN THE SPECIFICATIONS. AS FAR AS PERMITTED BY LAW, THE COMPANY SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES AND THE CUSTOMER SHALL HAVE NO OTHER REMEDIES EXCEPT AS SET FORTH HEREIN.

10. Events of Force Majeure

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 including but not limited to acts of God, laws, regulations, orders, or other actions of government, fire, storm, flood, accidents, strikes or other labour troubles, shortage, or inability to obtain raw materials, fuel, power or transportation.

11. Jurisdiction and Applicable Law

- 11.1 The place of jurisdiction for both the customer and the Company shall be **São Paulo** (Brazil). The Company shall, however, be entitled to sue the customer at the latter's registered address.
- 11.2 The contract shall be governed by the laws of Brazil, under exclusion of the Vienna United Nations convention on contracts for international sale of goods of April 11, 1980.