

General Conditions of Sale

1. **APPLICABILITY**

These general conditions of sale are applicable to all quotations and/or agreements/contracts of sale and purchases made and/or concluded by Cimcool Europe B.V., Vlaardingen, Netherlands, hereinafter called CE B.V., with CE B.V. as seller. This text is solely applicable to each quotation and/or agreement with deviations to be explicitly accepted by CE B.V. in writing.
2. **ACCEPTANCE**
 - a. All quotations are free of obligations.
 - b. Orders/contracts and changes to orders/contracts are subject to formal acceptance by CE B.V. in writing.
3. **PRICES**
 - a. Prices are free carrier, our works Vlaardingen, and include packing unless otherwise specified.
 - b. Prices are subject to change without notice at any time prior to acceptance of the order/contract by CE B.V.
 - c. Price increases, which take place after the planned shipping date, will not apply in case CE B.V. exceeds the shipping date given in our order acknowledgement. In the event of delays beyond our control the price in effect on the actual delivery date will apply.
 - d. Prices are subject to an increase equal in amount to any tax and/or surcharge we may be required to collect or pay upon the sale of the product quoted and any tax on us measured in whole or part by the amounts of such sale. If not included in the invoice for the product, such amount may be invoiced later.
 - e. If our prices are altered between the date of contract and dispatch, the price ruling on the date of dispatch will apply. In the event of a price increase the buyer is entitled to withdraw from the contract by giving notice in a telefax or telegram immediately after having received notification of the price increase but within 5 (five) days after such notification of price increase has been issued.
4. **ORDER INCREASES/CHANGES**

Increases or changes on any order already accepted and confirmed can only be accepted until 7 (seven) working days prior to planned shipping date, or so much time as required to manufacture the goods and obtain the required shipping documents, as determined by CE B.V. Order increases received after this date will be considered as new orders.
5. **PAYMENT TERMS**

Unless otherwise agreed upon payment terms are net 30 days from date of invoice. No cash discount is allowed and payment shall be made in Euro (EUR) at a Dutch bank (preferably ING Bank, Rotterdam) in the Netherlands. If so requested by CE B.V. the buyer is obliged to put up security, acceptable to CE B.V. for the payment of the invoiced amount.
6. **SHIPMENTS**

Shipping time for Cimcool Products will be 2 – 4 weeks from our acceptance of an order/contract and our receipt of full instructions and information enabling to proceed, and is:

 - a. To be made from any Cimcool shipping location as determined by CE B.V.
 - b. Subject to filling prior orders and to confirmation by the manufacturing department at the time of placing the order.
 - c. Subject to settlement of due payments for earlier deliveries as determined by CE B.V.
 - d. Subject to unavoidable delays caused by strikes, accidents, shortages or other causes beyond our control.
 - e. Based upon the assumption that wherever necessary, export and import licenses have been obtained and granted. Your acceptance of the delivery of the products quoted shall constitute a waiver of any claims for delay.
7. **WARRANTY**
 - a. Goods are guaranteed against defective workmanship and material for a period of 12 (twelve) months from the date of manufacture. Any Cimcool product or part thereof covered by these conditions which, under normal operating conditions in the plant of the original user thereof, proves defective in material or workmanship within the given warranty period, as determined by an inspection by CE B.V., will be replaced free of charge, provided that you promptly send us notice of the defect and establish that the product has been properly installed, and maintained and operated within the limits and scope of rated and normal usage.
 - b. Any replacement will be adjusted based on the amount of customer use.
 - c. No replacement will be made for Cimcool fluid products over one year old as determined by the manufacturing control number.
 - d. The terms of this warranty do not in any way extend to any product or part thereof to which these terms apply, which has a life, under normal usage, inherently shorter than the twelve months period indicated above.
 - e. If, and insofar as the goods are not manufactured by CE B.V., CE B.V. can only give warranty on such goods to the extent for which CE B.V. is protected by her supplier against claims.
 - f. Except as set forth expressly in writing herein, there are no other warranties express or implied in respect of any product or part. Replacements must be accepted as complete satisfaction of all conditions and warranties. No warranty of merchantability or fitness for purpose shall apply.
8. **SPECIFICATIONS AND PERFORMANCE**

Descriptions, specifications, drawings and other particulars however issued by us or on our behalf are not warranted and we will not be bound thereby, unless expressly set forth as a term of the accepted order. All specifications given in descriptive literature are subject to alteration without notice and are stated as accurately as possible but are not guaranteed.
9. **LIMITATION OF LIABILITY**

Our liability and the liability of any affiliate of ours on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from your order or from the performance or breach of the terms thereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation, or use of any product or part of our equipment shall in no case exceed the price allocable to the product or part thereof which gives rise to the claim and shall terminate at the end of the warranty period. Under no circumstances shall we or any affiliate of ours have any liability whatsoever for loss of use or for any indirect or consequential damages.
10. **PATENT INDEMNITY**

We shall defend any suit or proceeding brought against the original user and pay all costs and damages awarded against the original user therein provided:

 - a. Said suit or proceeding is based upon a claim that the product or part thereof covered by this agreement constitutes an infringement of any claim of any presently existing patent, other than a claim covering a process or product thereof.
 - b. That any agreement shall not extend to any such infringement based, directly or indirectly, upon (i) the manufacture, use or sale of any part of any product covered by any agreement, if such part is not manufactured by us or (ii) the manufacture, use or sale, in combination with products or things not covered by an agreement of any product covered by the agreement or any part thereof.
 - c. We are notified promptly and given information and assistance (at our expense) and the authority to defend said suit or proceeding. We shall not be responsible for any settlement of said suit or proceeding made without our written consent. In case the product or part thereof covered by an agreement is in such suit or proceeding held to constitute such infringement and its use by the original user is enjoyed we shall, at our own expense, either:
 - Procure for the original user the right to continue using said product or part thereof.
 - Replace same with non-infringing product or part thereof;
 - Modify it so it becomes non-infringing;
 - Remove said product or part thereof and refund the original user's net book value and transportation costs thereof.
11. **INCO-TERMS**

All terms and conditions as per Inco-Terms, edition 2000 applies, unless otherwise specified above.
12. **DISPUTES**

These terms and conditions shall be governed by and construed in accordance with the laws of the Netherlands. All disputes arising in connection with quotations and/or agreements shall be submitted exclusively to the competent court in the Netherlands or to another competent Dutch or foreign court as designated by CE B.V.