Article 1 – General
1. The General Terms and Conditions of Sale contained herein (“General Conditions”), shall apply to (i) all offers, quotations, order confirmations issued by Solenis France S.A.S or any affiliate thereof (“Supplier”) and to (ii) all Agreements as hereinafter defined between Supplier and any (prospective) buyer (“Buyer”).
2. “Order Confirmation” shall mean the written confirmation by Supplier to sell or supply to Buyer the products and/or services specified therein. “Purchase Order” shall mean the written or verbal order by Buyer to purchase from Supplier any products and/or services.
3. All changes to the Agreement shall be made in writing and signed by both parties.
4. Supplier may withdraw its offers and quotations without notice at any time before an Agreement binds Supplier to supply products and/or services.
5. Cancellation of a Purchase Order and products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on the Buyer and open for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.
6. All deliveries into an Agreement shall be exclusive to the General Conditions. Unless expressly agreed otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer.

Article 2 – Prices
1. At any time before the conclusion of an Agreement, all of Supplier’s offered, quoted, published or notified prices are non-binding and are subject to alteration at any time without prior notice and in particular may be altered to reflect any increase in cost to Supplier caused by the imposition or levying by any governmental or other authority of any country of any import or other duty, tax or charge.
2. Unless expressly described otherwise in the Agreement, all prices are quoted exclusive of taxes, packaging and carriage and based upon delivery “Ex Works”, according to the Incoterms 2010.
3. The prices shall be invoiced in accordance with the applicable tax law of the police station of Supplier at the point of delivery.
4. Supplier will make every endeavor to deliver products and/or services within the agreed delivery time, but Supplier shall not be liable for failure to do so for any reason. Supplier is entitled to make partial deliveries.
5. Seller’s weights and measurements shall govern unless proven to be incorrect.
6. Buyer shall inspect the products and/or services immediately on receipt and quality and quantity upon delivery thereof by Supplier.

Article 3 - Terms of Payment
1. All payments shall be made in the currency stated on the invoice, within the agreed time period, unless any extension or set-off has been agreed in writing specified otherwise in the invoice. Buyer shall not be entitled to suspend its payment obligations.
2. Without prejudice to any other contractual or statutory rights of Supplier, Supplier may charge in case of late payment: (i) interest on any overdue payments at the rate applied by the European Central Bank plus 10 percentage points per annum for every day exceeding the payment due date, or, at a minimum, (ii) a fixed sum of EUR 40 for compensation of recovery cost. Buyer shall also be liable for any reasonable collection costs exceeding the fixed sum.
3. If乙方 fails to make payment within the agreed time period, Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier’s bank statements shall be deemed to constitute the effective date of payment.

Article 4 – Delivery, Title and Risk
1. The Incoterms 2010 or its subsequent modifications published by the International Chamber of Commerce govern the delivery and risk transfer conditions stated in the Agreement, shall apply to all deliveries made under the Agreement. In case of any conflict between Incoterms and any terms of the Agreement the latter shall prevail.
2. Supplier will make every endeavor to deliver products and/or services within the agreed delivery time, but Supplier shall not be liable for failure to do so for any reason. Supplier is entitled to make partial deliveries.
3. Supplier’s weights and measurements shall govern unless proven to be incorrect.
4. Buyer shall inspect the products and/or services immediately on receipt and quality and quantity upon delivery thereof by Supplier.
5. Title of ownership of all products supplied by Supplier shall not pass to Buyer until final settlement in full of the sales price and all other sums due to Supplier.
6. Risk of loss of, and damage to, the products shall pass to Buyer upon delivery.

Article 5 – Packages
If under the Agreement packaging of products remains property of Supplier or is to be returned to Supplier, Buyer shall return them at his risk and account empty to the destination indicated by Supplier and must advise Supplier on date of dispatch. Any packages not returned in good order and condition within a reasonable period shall be paid for by Buyer at Supplier’s standard replacement costs.

Article 6 – Water Treatment Services
1. In case the Supplier provides water treatment services: i. the Buyer guarantees that it has provided with complete and accurate information required for the preparation of the offer and the performance of the Agreement. The Buyer shall provide with the Supplier any updates of such information during the course of the Agreement. The Buyer shall inform the Supplier of any changes in the treated facilities or the operation thereof as might be relevant in any way for the water treatment. The Buyer shall at all times keep the logbook for the water treatment up to date and accessible to the Supplier; ii. the Buyer will provide without interruption light, power, water and ventilation as necessary for the performance of the water treatment services. The Buyer shall provide for the proper, stable and uninterrupted operation of the systems to be serviced by the Supplier and the Buyer is responsible for the consequences of any process contaminations, uncontrolled water losses, uncontrollable changes in make up water quality, malfunctioning of plant equipment, unscheduled process operations or any other actions, events or conditions stated in the Agreement, shall apply to all deliveries made under the Agreement; iii. Supplier shall diligently carry out any tasks relating to the water treatment of its systems, which are not included in the services agreed to be supplied by the Supplier. In doing so, the Buyer shall facilitate the performance of such services, product discharging and other instructions and recommendations with respect to the water treatment and the Buyer shall refrain from any acts interfering with the Supplier’s water treatment services; iv. the Buyer shall inform the Supplier timely of any scheduled complete or partial shut downs and shall make sure that the Supplier maintains access to the Buyer’s water systems during such shut downs; v. the Buyer is responsible to obtain any and all permits, authorizations and approvals from any authorities that may be required to operate the water treatment equipment and to store and use the products supplied by the Supplier at the Buyer’s facilities. The Buyer is responsible for all information and documentation provided to any authorities, even if the Supplier has provided this information and documentation at Buyer’s request to the authorities and/or the Buyer.

Article 7 – Equipment
1. In case the Supplier makes all equipment available to the Buyer by the Supplier on a lease, testing, or any other Basis, shall remain with Supplier, unless otherwise agreed in writing.

Article 8 – Health Risk and Safety
1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the human health and/or the environment.
2. Buyer shall familiarize itself with it shall be responsible to keep itself as well as all persons involved in the handling of the products from as delivery thereof by Supplier, fully informed with regard to the nature of such health and/or environmental risks and with regard to the proper and safe handling of the products.

Article 9 – Inspection
1. Buyer shall immediately upon delivery inspect the products and/or services.
2. Any complaints about the products and/or services, or a shortage thereof, shall be notified to Supplier within five working days after the delivery date. If no such notification is received by Supplier within such time limit, all products and/or services shall be deemed delivered in the agreed quantity, free from visual damage.

Article 10 – Warranty
1. Supplier warrants that the products and/or services supplied shall at the time of delivery conform to the technical specifications set forth in the Agreement. Supplier gives no other warranties, express or implied, with respect to any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are expressly excluded.
2. Where the products do not conform to the specifications at the time of delivery, Supplier shall at its expense either replace any quantity of the returned non-conforming products for a corresponding quantity of products meeting the specifications, or, at Supplier’s option, credit Buyer for the invoice value of the non-conforming products.

Article 11 – Liability
1. Any liability on the part of the Supplier, contractual or otherwise, shall be limited to: a. the remedies set forth in Article 10 of the Agreement only relates to the delivery of products, or, b. 50% of the aggregate value invoiced, excluding VAT and credits, by Supplier to the Buyer during the twelve months immediately preceding the date of Supplier’s receipt of Buyer’s written claim notice, if the Agreement relates to the delivery of services only, and services and products, including but not limited to the delivery of water treatment services and the making available of equipment; c. The Buyer shall indemnify and hold harmless the Supplier from any third party claims made in connection with the execution of this Agreement.
3. Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profits or revenue).

Article 12 – Force Majeure
Supplier will not be responsible for any delay or failure to fulfill any term or condition of any Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any other event which is beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or auxiliary materials, (iii) transportation problems, (iv) in cases, where Supplier itself is not the manufacturer of any product, or provider of any service, (v) in case of Supplier’s failure by its regular supplier for any reason to supply such product as well as modification of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation or Order Confirmation.

Article 13 – Confidentiality
Any technical, commercial, economic and other information and data concerning Supplier’s business, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, officers or employees in the performance of the Agreement shall be treated as confidential property of Supplier and shall not be used by Buyer except for the benefit of Supplier in the furnishment of the Agreement; and shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement without in each instance securing the prior written consent of Supplier. Any such information provided by Supplier to Buyer in writing or other tangible media shall be returned to Supplier either upon Supplier’s first request or upon termination of the Agreement.

Article 14 - Governing Law / Disputes
1. Any agreements and documents to which these General Conditions apply shall be exclusively governed by the laws of France.
2. Any disputes arising from any agreements or documents to which these General Conditions apply shall be exclusively submitted to the competent courts of Supplier’s domicile.