



GENERAL TERMS AND CONDITIONS

(Version No. 7 dated 28.02.2018)

Clause 1 (Scope)

These General Terms and Conditions shall apply to any sale of products made by the Seller to the Buyer. The Seller does not acknowledge and accept terms and conditions of the Buyer contrary to or deviating from these General Terms and Conditions, unless otherwise agreed upon in writing by the Seller. Terms and conditions of the Buyer also do not apply should the Buyer refer, at any time or for any reason whatsoever, to the Buyer terms and conditions and Seller do not oppose them. It is understood and agreed that the Seller deliveries are made under these General Terms and Conditions only.

For on-going business relationship, these General Terms and Conditions shall also apply to future transactions – which do not express make reference to them - as long as these General terms and Conditions have been provided to the Buyer for an order previously executed by the Seller or have been otherwise provided, whichever be the form, including but not limited to the electronic form, to the Buyer.

The present General Terms and Conditions are considered to be accepted by the Buyer upon the acceptance of the Purchase Order Confirmation (P.O.C.).

This is the official version and it is in English.

Should any part of the present General Terms and Conditions become invalid, the rest of the General Terms and Conditions remains valid.

All exceptions to the present General Terms and Conditions as well as to a P.O.C. must be mutually agreed upon the parties in writing.

Clause 2 (Acceptance of P.O.C.)

Purchase orders become binding only after the Seller has confirmed in writing the P.O.C. Goods names, quality, quantity, prices, delivery terms and payment conditions are agreed in the P.O.C.. The technical data and quality characteristics of the Goods are defined by the Manufacturer's Technical specifications which are an integral part of the P.O.C.

The Buyer shall acknowledge acceptance of P.O.C. within ten (10) days after receipt thereof. In case the Buyer fails to confirm within such ten-day period, the P.O.C. issued by the Seller shall be deemed accepted.

Amendments and additions must be made in writing and accepted by the Seller. After the P.O.C. has been signed and the goods were put into production, if any changes to the P.O.C. are required, the Buyer shall notify the Seller in writing and receive his acceptance in written. Eventual extra costs caused by such a changes shall be on the Buyer's charge.

Clause 3 (Delivery terms)

Delivery terms are based on Incoterms 2010 and are agreed in the P.O.C. The transportation of the goods will be made in the most advantageous way at the discretion of the Seller. In case any special conditions of delivery not specified in the P.O.C are required by the Buyer, all extra costs will be on the Buyer's charge. The detailed list of shipping documents necessary for custom operations shall be provided by the Buyer before the shipment from the Seller to the Buyer. Terms is of essence only if so agreed in the P.O.C..

The compliance of the delivery terms shall require that all technical matters have been clarified and payments or any other obligations of the Buyer have been fulfilled or will be fulfilled in due time. In the event that the technical matters have not been clarified and/or the Buyer has not fulfilled his obligations, then the time of delivery and performance shall be adequately extended. The delivery deadline is considered to have been met should the Buyer do not take over the Goods at the place of destination.

Partial deliveries are admitted.

If the shipment is delayed at the request of the Buyer or for Buyer fault, then all the costs and expenses incurred for storage/handling/insurance will be charged to the Buyer.

Clause 4 (Quantity and quality)

Quality of the Goods shall satisfy the requirements indicated in Manufacturer's Technical specification.

The Quality of the Goods shall be certified by the Manufacturer's quality certificate.

Quantity of the Goods (their geometrical dimensions and weight) as well as eventual tolerances shall be agreed in P.O.C.

Clause 5 (Price)

Prices for the Goods and currencies shall be agreed in the P.O.C. and then specified in the respective invoices. Packaging and shipping and insurance costs as well as import duties, taxes or similar charges on cross-border deliveries are agreed in P.O.C.

In case of delivery of Goods where the tolerance is applicable, the price may be subject to variations. The price will be based on actual dimension and weight of Goods and shall be indicated in the shipment invoice.

Clause 6 (Payment terms)

Payment shall be made by the Buyer in accordance with agreed payment conditions indicated in P.O.C. and on the bank account indicated in the invoice. The Buyer shall indicate the invoice number in the payment references.

Bank commissions and charges for the payment are at Buyer's charge.

Clause 7 (Retention of Title)

The Buyer is only permitted to resell Goods under retention of title in the course of his ordinary business operations and subject to the provision that the Buyer also agrees on a reservation of title with his customers. The Buyer is not entitled to dispose of the Goods under the retention of title in other ways, in particular by pledging or assignment as security.

In the event of resale, the Buyer assigns to the Seller immediately until fulfilment of all his claims, all receivables and any other justified claims against the Buyer's own customers in the amount of the purchase price. At the Seller's request, the Buyer must promptly provide the Seller any information and records required to assert the rights of the Seller vis-à-vis the customers of the Buyer and must execute all the documents and give all the assistance which is requested by Seller to enforce his rights under this provision.

The Seller must be notified without delay of any attachment or seizure of the Goods under retention of title by a third party. The Buyer shall immediately notify any third party that the Goods are under a retention of title in favour of the Seller.

Clause 8 (Transfer of risk and title)

Title and risk of loss or damage the Goods shall pass from the Seller to the Buyer upon delivery at the named destination according to the Incoterms agreed in the P.O.C.

Clause 9 (Packing and marking)

The package shall guarantee a safe transportation of the cargo. Locating blocks, wood plates, metal wire, metal supports, wooden boxes etc. shall be used as a package. Package weight can be ignored in case it is less than 1% of the weight of the shipped goods. In this case, the cost of the package is included in the cost of the Goods. Any additional or distinctive package shall be agreed in the P.O.C. and paid by the Buyer. If not agreed otherwise in writing, packaging, shipping method and shipping route are at the discretion of the Seller.

Clause 10 (Force-majeure)

The parties have agreed, that in case of occurrence of the force majeure circumstances (influence of force majeure, which does not depend on the will of the Parties), and namely: wars, military actions, blockade, embargo, other international sanctions, currency restrictions, other actions of the state, which make it impossible for the Parties to perform the obligations, fires, floods, other acts of nature or seasonal natural phenomena, the Parties are not obliged to perform the obligations during the time of action of the specified circumstances. In case the action of the specified circumstances lasts more than 60 days, each of the parties has the right to break off the contract and is relieved of the responsibility for such break provided that it will notify about it the other Party not later than 10 days prior to the break. The document given by The Chamber of Commerce and Industry of the Party, suffering from force majeure circumstances is considered to be the sufficient proof of action of force majeure circumstances. The occurrence of the specified circumstances is not the basis for the refusal of the Buyer to pay for the Supplies, which have been shipped prior to their occurrence.

Clause 11 (Good's Acceptance)

At the Good's receipt the Buyer shall immediately perform the entrance inspection to accept the Goods quality and quantity.

Clause 12 (Claims)

The Buyer may lodge a claim to the Seller in case that the Goods do not meet the requirements specified in the P.O.C., or weight shortage is found out.

The Buyer shall be entitled to present a claim in respect to the Goods quality within 30 days since the delivery date indicated in transport document for visible defects (i.e., surface defects, dimensions) and 120 days for hidden defects (i.e., chemical composition, mechanical properties, and grain size).

The Buyer shall be entitled to present a claim in respect to the Goods quantity and weight during 30 days since the delivery date indicated in transport document.

The Seller or his representative is entitled to witness control check of claimed Goods.

In case of claim issue by the Buyer the original of the claim shall be send directly to the Seller by the certified mail and copy by e-mail at the following address:

UMP Trading SA
Via Industria 16
6850 Mendrisio
Switzerland
info@umptrading.com

The date of the postmark made on the Buyer's letter at the moment of its sending shall be considered the date of the claim presentation.

The claim shall be signed by the Buyer and by an independent institution which confirms the Goods non conformity.
In the claim issued by the Buyer and conformed by an independent institution the following information should be indicated:

- Purchase order confirmation number,
 - Goods denomination and marking in accordance with shipping documents,
 - Weight and number of pieces to which the claim is lodged,
 - Reason of claim and detailed description of claimed Goods,
 - Requirements of the Buyer in respect of claimed Goods: change, indemnity, additional treatment of Goods.
- The claim shall be in writing and shall indicate, in an accurate and complete manner, the Goods which are defective and the nature of the defect.

The Seller shall have the right to verify the validity of the claim at Buyer's premises by himself or through his representatives.

The Buyer may not handle or use the claimed Goods since the moment of the claim presentation and until its settlement with the Seller. In case the Buyer continues to handle or use the Goods after the presentation of the claim and before it is settled with the Seller, this claim shall be considered invalid and the used Goods shall be considered as accepted by the Buyer.

The Seller shall be obliged to provide a respective response to the claim within 30 days since the date of the claim receiving. Right to claim and damages shall be invalid in the case of the Buyer's failure to comply with the deadline herein set forth and should the claim not be complete and accurate.

The Seller is not liable for incorrect or improper use of the Goods; the Buyer must ensure and check that the purchased Goods complies with agreed specification.

For the avoidance of any doubt, the Buyer accepts full responsibility for the choice of goods and its suitability for processing, application, and intended use.

The seller makes no other warranties express or implied with respect to the goods, including warranties of merchantability or fitness for a particular purpose.

In no event shall the Seller be liable for any special, indirect or consequential damages (including lost profits) arising directly or indirectly from the use of the product.

The overall liability of the Seller will be limited to the value of the defective goods which have caused the damage.

Clause 13 (Responsibilities of the parties)

In case if any payment from the Buyer is delayed in respect to the agreed terms, and/or is in default in respect of any sum due and payable, the Seller has the right to temporary postpone the following dispatch of the Goods and/or shall be entitled to charge three per cent of the invoiced price for each week of delay until the full payment is performed.

If the Buyer decides to cancel the order or to refuse the already manufactured goods that meet all agreed standards without any reason, the Seller shall be entitled to claim the entire value of the goods and/or to use the Goods to his own benefit.

In case the advance payment was paid before by the Buyer for such a Goods, the Seller shall be entitled to withhold it as indemnity in his favour.

Clause 14 (Governing law)

These General Terms and Conditions are governed, construed and interpreted by the laws of Switzerland in every respect.

Clause 15 (Arbitration)

Any dispute, controversy or claim arising out of, or in relation to P.O.C., including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be one.

The seat of the arbitration shall be Lugano, Switzerland.

The arbitral proceedings shall be conducted in English.

Clause 16 (Other conditions)

The Parties agreed that all data concerning this transaction and its performance are considered to be commercial secret and are not subject to be used or disclosed without written consent of another party. The Buyer fully undertakes to observe antidumping norms, rules and procedures within his domestic market and markets of further Goods realization as well as is obliged not to carry out transactions at these markets at the prices that are dumping according to legislation of appropriate nation and be the only one responder to all possible antidumping claims and complaints and pay in full all taxes and fees, etc. for Goods that is subject of the present transaction according to antidumping legislation of country importing Goods as well as all expenses incurred by the Seller for defence of their own interests during performance of these antidumping probe. Parties agreed that the Buyer would not perform re-exportation of the Goods to the markets of third countries without written permission of the Seller.

The Parties undertake to inform each other about addresses and requisites change as well as all other questions that can negatively influence the course of transaction performance.