

SALE TERMS AND CONDITIONS: EUROPE

COPPERWELD BIMETALLICS LLC GENERAL CONDITIONS OF SALE

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GENERAL CONDITIONS OF SALE

The present General Conditions of Sale are governing the contract between the Seller and the Customer. The acceptance of the Seller's offer and the subsequent order means that the Customer irrevocably accepts these General Conditions of Sale in their entirety. Unless otherwise expressly agreed by the Seller, these General Conditions of Sale prevail on any conditions of purchase, general or particular, of the Customer.

Any additional or different terms or any attempt by Customer to vary in any degree any of Seller's General Conditions of Sale are hereby objected to and shall be deemed immaterial and not binding on Seller.

1. **Formation of the contract.** The offers of the Seller are not binding. All sales, contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of the Seller Acknowledgment Form. To be valid, any alteration of an order or any derogation to the General Conditions of Sale requires the written and prior acceptance of the Seller
2. **Price.** The prices for the delivery are the prices mentioned in the order as confirmed in the Sellers Acknowledgement Form.
3. **Deliveries.**
 1. The time of delivery is only indicative and therefore not binding for the Seller. The time of delivery indicated on the offer is an estimation of the date on which the products shall be delivered to the Customer. Their no-abidance cannot in any event bring about the cancellation of the order or the payment of any damages to the Customer
 2. Unless otherwise mutually agreed to in writing and signed by both Seller and Customer, delivery from Seller's factory, fabrication site, or a designated shipment point to Customer's destination shall be DDU, named place, Incoterms 2000.
 3. If the products are sold under the Incoterm EX-Works, the risk of damage to or loss shall pass to the Customer at the time when the Seller notifies the Customer that the product is available for collection; or in the case of the products to be delivered otherwise than at the Seller's premises, at the time of delivery. Customer will pay, or reimburse Seller for all freight, taxes, duty and entry fees, special and miscellaneous charges and special packaging charges. If the Customer cannot arrange shipment to ensure their collection within a term of five calendar days after it has been notified that the products are available, the Seller reserves the right to charge extra costs for stocking
4. **Inspection of the products.** The Customer shall cause that an inspection of the products is made at the delivery of the products. The inspection is made entirely at the Customer expenses.
1. **Quantities or dimensions.** The quantities and/or dimensions appearing on the Seller's documents are deemed to be correct. Any dispute in that respect shall be notified to the carriers

at the time of physical delivery, and must, in addition, be notified to the Seller by the Customer at the latest within two calendar days following the delivery of the goods. Execution of the order shall be deemed to be in conformity with the contract if the actual weight or quantity supplied is inferior to or is exceeding 10% of the weight or quantity ordered. In the event of visible discrepancies or shortage, the Customer is held to make a notification on the CMR document and to send a registered letter to the latter (or any other responsible third party) at the time of the discovery of the discrepancy or shortage but at the latest within seven calendar days from the delivery. In the event of non-delivery of the whole shipment and/or entire parcel, the customer is held to make a notification on the CMR document and he is also requested to address a registered letter to the carrier (or any third party) to hold him responsible of the non-delivery and to ask him a certificate of definitive loss. No remedy will be provided by the Seller in case of notification not compliant with this article or in case of late notification.

2. **Transport.** The products are duly packed in such a way as to prevent any damage. The Customer (or its agent) is requested to carefully check the packaging. If same shows traces of damage or breakage, the Customer has to immediately insert reserves on the CMR and to hold the carrier responsible. A registered letter must be addressed immediately by the Customer to the carrier. In addition, in the event of any damages due to the transport or/and handling or in the event of other damages which are visible at the delivery, notification must be made in writing on the CMR and to the Seller within two calendar days following the delivery of the products. No remedy will be provided by the Seller in case of notification not compliant with this article or in case of late notification.
3. **Quality.** Any defect discovered when the products are put into work shall be notified at once and, at the latest, within seven calendar days following the discovery of the defect. For the purposes of the present clause, defects shall be understood to refer solely to defects in the production of the products and shall not include damages resulting from transport, handling or storage and/or defects which were visible at the delivery.
5. **Warranty, limitation of liability and remedies.**
 1. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN. Without prejudice to the application of the Law on products liability, unless expressly agreed to the contrary, the Seller's liability is limited to the outright replacement of the products agreed to be defective, without any possibility of any other remedies or/ and indemnification. In no circumstances, except in respect of death or personal injury caused by the Seller's negligence, the Seller shall be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, including remanufacturing cost, rework cost, de-installation or re-installation cost, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the manufacture, packaging, delivery, storage, use, misuse or non-use of any of the product their use or resale by the Customer, or any other cause whatsoever.
 2. The products agreed to be defective remain the property of the Seller. These products must be returned to the Seller within 15 calendar days of Seller's acceptance of the claim or be available for inspection by the Seller or his representative until final decision. The Customer bears the responsibility of providing appropriate storage and preservation of the products.

6. **Retention of ownership.** The products shall remain the property of the Seller until such time as the full-price and all other transport and other costs associated with the delivery have been fully paid by the Customer.
7. **Payment.** Customer shall make payment in the currency specified in the Seller's documentation and in full compliance with the payment terms as defined in the Seller Acknowledgement Form. A monthly interest charge at the rate of 12% per annum will be assessed on all past due payments calculated from the due date. In addition, in the event of non-payment of the full purchase price by the due date of payment, the amount outstanding shall be automatically increased by 15%. Seller may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Customer or other grounds for insecurity warrant such action. Customer may not set off or try to set off any amounts that may be claimed by Customer against any amounts that are owed to Seller. Without prejudice to the foregoing, the Seller shall also be entitled to recover from the Customer all costs expended in relation to the recovery of outstanding amounts including legal costs.
8. **Force majeure.** Whenever performance by Seller of any of its obligations hereunder, is substantially prevented by reason of any act of God, strike, lock-out, or other industrial or transportation disturbance, fire lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond its reasonable control, then such performance shall be excused, and deemed suspended during the continuation of such event and for a reasonable time thereafter, delayed, or adjusted accordingly.
9. **Governing law – Competent Court.** When subscribed through the Belgian branch office, the contract is governed by Belgian law excluding the application of the Convention of Vienna on Contracts for International Sale of Goods, as well as by Copperweld Bimetallics L.L.C.'s Sale Terms and Conditions as found on our website. The Courts of Brussels shall have exclusive jurisdiction with regard to any dispute arising in connection with the contract, this without prejudice to the Seller's right to sue for recovery of money due to us before the Courts having jurisdiction over the Customer's place of business. If any provision of these Seller's General Conditions of Sale is held by any competent authority to be invalid or unenforceable in whole or in any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision nor the other provisions of these conditions which shall not be affected.