

**Definitions**

“**Sibelco**” or “**we**” means the legal entity of the Sibelco group accepting the Order.

“**Goods**” means the goods described in the Order.

“**Order**” means the purchase order for Goods, together with the Specification.

“**Customer**” means the legal entity issuing the Order and purchasing the Goods from Sibelco.

“**Specification**” means the description / specifications of the Goods as set out in or attached to the Order.

1). Every precaution is taken in the production and selection of the Goods but we accept no liability for any alleged unfitness for general or particular use or for any incidental or consequential loss arising therefrom.

2). If any defect exists in the Goods delivered by its relative to sample and we receive notification within 7 days of delivery we will at our option reimburse the delivered cost of the defective Goods or make a free replacement.

3). All reasonable efforts will be made to comply with desired delivery dates but delays may be occasioned by (amongst other things, but not limited to): strikes, lockouts, breakdowns in shipping, the hazards of the sea, the non-availability of shipping at reasonable rates, or other causes beyond our control.

4). We accept no responsibility for delays in delivery arising from causes beyond our control and incur no liability for alleged defects in delivery on any ground or in any circumstances save as in Term (2) mentioned above.

5). None of our agents or associated companies is to vary, in any way, these Terms.

6). The Order shall be governed by the laws of the country in which Sibelco is located/incorporated. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded for any and all transactions between Sibelco and the Customer. Any dispute in connection with the Order shall be heard, at Sibelco's exclusive option and discretion, at the court having jurisdiction over Customer's principal place of business or Sibelco's principal place of business.

7). Customer shall pay the invoices in connection with an Order by transfer to the bank account indicated on Sibelco's invoice, within 30 (thirty) days after the date of invoice, unless by such other time as may be agreed upon between parties.

Any payments not made on or before the due date shall accrue interest, from the due date until settlement of the invoice, at a rate equal to 1.25%. The non-payment of 2 consecutive invoices on due date gives the Sibelco the right to claim payment of the amounts owing and not yet due, as well as to cancel or suspend outstanding orders without any formality and without prejudice to the right of Sibelco to claim damages.

Title to the Product shall remain with Sibelco until full payment of the purchase price.

**8). Exclusion of Liability**

a). The Goods are sold to the stated parameters in the Order or Specification. Since variation within the stated parameters will occur, the Purchaser is most strongly recommended to test all Goods before using them in order to ascertain their fitness or suitability for the Purchaser's purpose. Sibelco is not liable to the Purchaser in respect of any loss caused to the Purchaser by reason of the Goods being unfit for the purpose for which they are intended. Sibelco's maximum liability to Customer in respect of any claim for loss or damage arising out of or in connection with the supply of the Goods (including as a result of third party claims) or the Order shall be limited to the price of the Goods in respect of which such loss or damage is claimed regardless of the form of action, whether based in contract (including under an indemnity), tort (including negligence), strict liability, or otherwise, or for any fundamental or willful breach.

b). There is no warranty, condition or undertaking expressed, or implied, requiring the Goods to be able to survive any transit undertaken following delivery.

c). Where the Goods or a proportion of them do not conform with the stated parameters or are unfit for the purpose for which they are intended pursuant to sub-clause (a) above, Sibelco will at its option either exchange or re-supply those Goods subject to these conditions of sale or refund to the Purchaser a proportionate part of the price of the Goods. Where the Goods are exchanged or re-supplied under this sub-clause Sibelco's liability in respect of those Goods is limited to the necessary costs of testing and exchange. Save as herein provided, Sibelco does not accept any liability whatsoever for any damage to property or consequential loss howsoever arising caused to or incurred by the Purchaser by reason of the Goods supplied hereunder not being in accordance with the contract.

9). Customer's conditions of purchase or any modifications to these Terms shall not be effective except with Sibelco's prior written consent. Once accepting an Order, Customer hereby expressly agrees and consents that its own conditions of purchase or procurement do not apply to any Order. All sales between Customer and Sibelco shall be exclusively governed by the terms of the Order and these Terms. Order amendments must be accepted by Customer and Sibelco in writing.

To the extent of any inconsistency between the Order and these Terms, the Order shall prevail.