

Alichem P. & C. S.r.l. Terms & Conditions

1. Scope of application

Unless otherwise expressly agreed in writing, the present terms & conditions shall apply to all current and future sales and purchasing agreements between Alichem P. & C. S.r.l. and the client (as specified in the order) for goods as specified in the order. The client's terms & conditions shall neither apply to nor prevail over the terms & conditions of Alichem P. & C. S.r.l. Even if preference is expressly given in writing to the client's terms or to another agreement, the following terms & conditions shall continue to apply in a complementary manner.

2. Orders - Cancellation of orders

The orders shall be considered as binding on the client.

The client does not have the right to cancel orders without the written permission of Alichem P. & C. S.r.l. This permission shall be granted solely upon receipt of payment for direct or indirect damage resulting from such cancellation.

3. Prices - Taxes - Terms of payment

The sale is made at the price stipulated on the order confirmation form. All prices are exclusive of VAT and other costs (transport, packaging, insurance, import and export duty, etc.).

The client shall bear the cost of the VAT.

The price is susceptible to change if between the period when the order was placed and the goods are delivered, the salaries or other elements possibly influencing the price (such as tax, rates, social costs, transport costs, price of raw materials, energy costs, currency rates, etc.) are themselves subject to a price increase, unless otherwise agreed.

All invoices are payable in cash, unless otherwise stipulated on the order form or the invoice. All payments are to be made to the registered office of Alichem P. & C. S.r.l.

If written contestation has not been received within 8 (eight) days after the invoice was sent, the latter shall be considered as accepted.

The use of promissory notes, cheques or the consent to draw on bills of exchange to cover the agreed price shall neither be considered a renewal of the original invoice, nor shall it become the sole "lien", nor shall it abrogate territorial jurisdiction.

For all invoices which remain unpaid after the due date, a late payment interest shall become due, ipso jure and without notice, at the rate of 1% a month, with a fixed indemnity of 10% of the amount of the invoice, without notice, and with a minimum of EUR 50.00. If the costs of collection are higher than this amount, Alichem P. & C. S.r.l. reserves the right to charge extra, over and above the regular interest rate. Alichem P. & C. S.r.l. may replace this rate with the legal rate of interest.

Should the client fail to respect the terms of payment or fail to meet any other obligations ensuing from the agreement, Alichem P. & C. S.r.l. has the right to suspend or defer its obligations vis-à-vis other contracts underway between the parties.

In the case of late payment of an invoice, any other invoices for which an extended term of payment has been granted shall become immediately payable, without prior notice.

Partial payments shall be counted initially towards interest, damages and any costs, and then towards the unsettled invoice.

4. Delivery

1. Unless otherwise stipulated on the order form, the delivery shall be made to the registered office of Alichem P. & C. S.r.l., ex-works, even if Alichem P. & C. S.r.l. is responsible.

2. The delivery date stipulated on the order form is indicative only, and is not binding on Alichem P. & C. S.r.l. A delay in the agreed delivery time shall in no case give rise to indemnification or nullification of the agreement.

3. Partial deliveries are always permitted.

5. Complaints

1. Alichem P. & C. S.r.l. must be notified of any complaints with regard to quantity, quality or non-compliance either at the time of delivery (in the case of visible faults) or within 8 (eight) days after discovering the problem (in the case of hidden faults) on pain of disallowance of the claim. Complaints must be sent by registered mail, listing all the relevant information, including the order and invoice numbers. Should such information be missing, Alichem P. & C. S.r.l. shall consider the complaint as inadmissible.

2. Any complaints must in any case be submitted within 6 months maximum after the date of delivery, or by any other time specified in the order confirmation.

3. If the complaint is justified, the liability of Alichem P. & C. S.r.l. shall be limited to replacing the faulty products free of charge.

4. Notification of a complaint does not give the client the right to suspend or defer payment, or to make only a partial payment, or to cancel the rest of the order.

6. Client default

Moreover, if a reminder letter, sent by registered mail, has remained unanswered for 15 days, Alichem P. & C. S.r.l. shall consider the contract as annulled as a whole or for the part that has yet to be fulfilled. Alichem P. & C. S.r.l. shall nevertheless retain the right to claim 30% of the invoice amount as compensation for expenditure and loss of revenue.

Alichem P. & C. S.r.l. reserves the right to demand fulfilment of the agreement or to claim higher damages.

7. Force majeure

The client acknowledges the risk of force majeure.

Any event that Alichem P. & C. S.r.l. cannot reasonably control shall be considered as force majeure, including but not limited to strikes, lockouts, interruptions in the transport chain, acts.

8. Reservation of title

Alichem P. & C. S.r.l. shall reserve the title to all goods until full payment of all outstanding invoices, including costs, interest, indemnities and any taxes.

The risks are transferred to the client upon closure of the contract of sale.

Alichem P. & C. S.r.l. expressly reserves the right to reclaim any unpaid merchandise, whatever its location, without the recourse or opposition of the client.

During this period, the client shall bear the obligations and responsibilities as the custodian of the delivered products and consequently undertakes to guard and insure these against all causes of damage, destruction, theft, fire, loss, etc.

9. Surety

Any person or company that places an order on behalf of or with the intention of invoicing a third party shall stand surety in accordance with art. 1120 of the Civil Code and shall be held personally liable for payment, even if Alichem P. & C. S.r.l. agreed with this manner of invoicing.

10. Applicable law

All sales agreements between the parties, including the present terms and conditions, are governed exclusively by Italian law.

11. Legal jurisdiction

Any disputes relating to this agreement shall be brought before the courts of Tongeren exclusively. All costs and expenses in respect of such proceedings shall be borne by the client.

This provision shall also apply to contracts with legal subjects of the EU, in accordance with Council Regulation (EC) No 44/2001.