

GENERAL CONDITIONS OF SALE
Valid for the sales in all countries except Germany

1. Conclusion of Sales Contract.

The contract shall be considered to be concluded from the moment when the buyer receives confirmation of his order or, failing this, upon delivery of the products. The supplier reserves the right to suspend the execution of the sales agreement where previous payments have not been made regularly by the buyer.

2. Product Delivery.

Delivery of the products is made ex-works, Incoterms 2000, except where otherwise agreed in the order confirmation or sales invoice. A weight tolerance of 5% in excess or in deficiency is permitted for the ordered and/or confirmed commercial weight.

3. Product Characteristics – Guarantee.

The guarantee provided by the supplier is limited to the original products in their non-processed state, and to conformity of the products to the technical specifications provided to the buyer. The supplier does not undertake any responsibility for the processing and/or use of the product on the part of the buyer, who decides autonomously, on the basis of his own productive know-how, of the products suitability for the processes/uses for which he destines them. For BCF products, the rules established in the “Quality Safety Procedure for Reprocessing Aqualon PA6 BCF Yarns” shall apply.

4. Claims - Returns.

The buyer shall inspect the products supplied upon delivery, indicating on the delivery note/CMR any visibly obvious defects. Any other defects should be notified by the buyer as soon as they are discovered - so long as this occurs within 2 months from delivery - indicating the exact lot number, date of delivery, type of defect and quantity thought to be defective. Failure to communicate such defects within this time period will imply unconditional acceptance of the products and forfeiture of any claim in this respect. In no case shall the supplier be answerable for consequential damages linked to the execution of the sales agreement. In particular, the supplier shall not be answerable for machine down-time. The existence of a claim does not release the buyer from the obligation of payment within the agreed terms. As regards the determination of the quantity and value of claims BCF products the rules established in the “Quality Safety Procedure for Reprocessing Aqualon PA6 BCF Yarns” shall apply.

5. Price - Weight – Invoicing and Payment Conditions.

The sales prices for the products shall be those communicated to the buyer with the order confirmation or indicated in the sales invoice. The weight of delivered and invoiced products will be determined according to BISFA rules, where applicable. Except where otherwise indicated in the confirmation of order and/or sales invoice, payments shall be made within 30 days from the date of the invoice, in the currency indicated in the invoice. Payment with credit instruments shall only be considered effective upon actual collection.

6. Reservation of Title.

1) All sales are made under lien. 2) The property of the goods shall only pass to the buyer once the latter has paid for them in full. 3) The buyer will be entitled to process or sell the supplied products, but not to give them in pawn or as a security. 4) In the case of non-payment, the buyer shall allow the supplier to repossess the goods under reservation of title. 5) The buyer shall also insure the supplied products for a suitable amount in favour of the supplier until these have been paid in full.

7. Force Majeure.

The supplier shall not be liable for any infringement, even partial, caused by force majeure or events which delay its own or its suppliers' activities.

8. Packing Material.

The supplier will specify, where necessary - in a document attached to the invoice -, the list and quantity of packing material which is and remains of its property. Such material is provided to the buyer on a free and temporary use basis, and must be made available to be collected by the supplier within and no later than 45 days from the date of delivery of the products. Failure to return packing materials within this time period will entitle the supplier to charge the relative costs to the buyer.

9. Processing of Personal Data.

The personal data supplied may be processed during the course of the supplier's business activities. The data which must obligatorily be provided in fulfilment of contractual and legal obligations, will be processed in the respect of regulations - on paper and/or by computerized means -, in any case in such a way as to safeguard their security and confidentiality. Any failure to communicate data will be considered in relation to the importance of the declined information with respect to the management of the commercial relationship. Data may be communicated in Italy and/or abroad to all those natural or legal persons who have a need to process them for the purposes of the commercial relationship. The buyer will be entitled to exercise the right to be informed of, or obtain the cancellation, amendment, updating and integration of his data at any time, as well as contest their use for the aims indicated herein. The controller for the data in question shall be the company indicated at the header of these conditions of sale.

10. Court of Competent Jurisdiction and Applicable Law.

The court of competent jurisdiction for any disputes arising from the execution of the sale agreement shall be exclusively the Court of Rovereto (Trento), Italy. All product sales are intended as being regulated solely by the general conditions stated herein. Any different agreements shall be made in writing and signed in acceptance by the supplier. For all that is not covered hereunder, the Italian Law shall apply.