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- 1. General**
- 1.1 OOO "Von Roll" (hereinafter referred to as "the Supplier") supplies and the Customer accepts and pays for the goods in accordance with these General Terms and Conditions of Sale and Delivery.
- 1.2 These General Terms and Conditions of Sale and Delivery shall be binding if their application to the relations between the parties is provided for in the order of the Customer. In case applicability of the General Terms and Conditions is stipulated only in the Supplier's confirmation of acceptance of the order (hereinafter referred to as "the Acknowledgement of the Order"), then the General Terms and Conditions shall be applied to the relations of the parties, unless the Customer refuses to conclude the agreement under the indicated conditions within 3 days upon receipt of the Acknowledgement of the Order.
- 1.3 The conditions stipulated in the order shall not regulate relations between the parties if they contradict the General Terms and Conditions of Sale and Delivery, unless the Supplier gives its explicit consent to conclusion of the agreement under the indicated terms and conditions in the Acknowledgement of the Order.
- 1.4 The Supply Agreement shall be deemed concluded upon receipt by the Customer, who forwarded the order, of the Acknowledgement of the Order. Orders of the Customer, in which no acceptance period is specified, shall not be regarded as an offer.
- 1.5 If not otherwise stated in the order of the Customer with regard to a certain consignment, the delivery terms shall be determined as Ex Works (in accordance with INCOTERMS® 2010). Terms and conditions of another content suggested by the Customer shall come into force only on conditions that the Supplier gives its consent to conclusion of the agreement under other delivery conditions, which shall be explicitly and unambiguously set forth in writing in the Acknowledgement of the Order.
- 1.6 All alterations/amendments to the General Terms and Conditions of Sale and Delivery shall be deemed valid only if made in writing and signed by the parties.
- 2. Scope of Supplies and Services**
The scope of supplies and services of the Supplier are specified in the Acknowledgement of the Order and appendices thereto.
- 3. Technical Documents**
Unless otherwise agreed upon between the parties, the content of the brochures and catalogues of the Supplier is of pure informational nature and is not binding for the Supplier. The data contained in the technical documents is binding only if explicitly determined as such.
- 4. Prices**
Unless otherwise agreed upon between the parties, all prices are set according to the delivery conditions Ex Works (pursuant to INCOTERMS® 2010), excluding all taxes or duties. All additional charges, such as customs and tax duties, transit charges and duties, freight charges, insurance premiums, as well as charges for obtaining of any export or import permits shall be borne by the Customer.
- 5. Terms of Payment**
- 5.1 Payments shall be made by the Customer in accordance with the payment terms agreed upon with the Supplier.
- 5.2 Should the Customer be behind the schedule with payments for the goods, it shall, upon receipt of the corresponding request from the Supplier, pay the penalty equal to the refinancing rate set by the RF Central Bank. The Supplier retains the right to demand reimbursement for the incurred losses in full exceeding the received penalty.
- 6. Reservation of Title**
The Supplier retains the title to the delivered goods until they are paid up by the Customer in full.
- 7. Delivery Terms**
- 7.1 The delivery period shall start upon conclusion of the agreement and settling of all administrative formalities, such as obtaining import, export and transit permits, making all required payments, settling all the issues related to proper fulfilment of liabilities and reaching agreement on all the most relevant technical issues.
- 7.2 The Supplier undertakes to exert every effort (without giving any guarantees) to deliver the goods according to the agreed delivery schedule. The delivery terms shall be deemed fixed, only provided that such terms are set forth in writing.
- 7.3 The Supplier reserves the privilege of making partial deliveries and shipping overages or underages of weight and/or quantity up to +/- 10%.
- 7.4 In case the Customer succeeds in proving the fact that a fixed delivery term was violated through the fault of the Supplier, which caused damages to the Customer, the Customer shall be entitled to claim indemnification for the delay. The amount of the indemnification for the delay shall not exceed 0.5% of cost of the delayed consignment for every full week of the delay, and in aggregate – 5% of the delayed consignment. The Customer obtains the right to claim for such indemnification only if the delay exceeds two full weeks.
- 8. Packing**
Unless otherwise stated in the written acknowledgement of the order, the packing costs shall be charged and invoiced by the Supplier separately and could not be returned to the Supplier.
- 9. Warranty, Liability for Defects**
- 9.1 Unless otherwise specified in the Acknowledgement of the Order and/or on the product data sheet, the warranty period in respect of the delivered goods constitutes 12 months. For replaced or repaired parts the warranty period shall be calculated from the moment of their replacement or repair.
- 9.2 Claims in respect of the obvious defects of the goods shall be made by the Customer within 10 days upon receipt of the goods.
- 9.3 Upon request of the Customer, the Supplier undertakes at his choice to repair or replace as quickly as possible the goods or any parts of the goods, which are proved to be defective before expiry of the warranty period. It is the Customer who shall provide evidence that the defects originated before expiry of the warranty period.
- 9.4 THE SUPPLIER REPRESENTS AND WARRANTS THAT THE GOODS WILL BE DELIVERED IN ACCORDANCE WITH THE SPECIFICATIONS.
- 9.5 THE SUPPLIER IS LIABLE ONLY FOR INFLICTED FACTUAL DAMAGE. INDIRECT DAMAGE AND LOST PROFIT ARE NOT SUBJECT TO INDEMNIFICATION.
- 10. Events of Force Majeure**
No party shall be liable for failure to fulfil its obligations if it is caused by force majeure events, such as acts of God (including, but not limited to fires, hurricanes, floods), explosions, strikes, changes in the legislation or other administrative acts, shortage or inability to obtain (lack of) raw materials, fuel, power or means of transportation.
- 11. Jurisdiction and Applicable Law**
- 11.1 The place of jurisdiction for both parties shall be the Court of Arbitration of **Moscow** (Russia).
- 11.2 This Agreement shall be governed by the Russian substantive law; the United Nations Convention on contracts for international sale of goods of April 11, 1980, shall not apply.