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General Conditions of Purchase

1. All contracts and offers for the purchase of goods are subject to these General Conditions of Purchase. Seller's General Conditions of Sale/Business shall not be applicable even if not explicitly rejected by Buyer.
2. No contract shall be valid without a written confirmation from Buyer. Alterations to a contract are only valid if accepted by Buyer in writing by both parties.
3. Unless otherwise expressly agreed upon, the invoices shall be based on the weight of the goods on departure.
4. Packaging
 - 4.1 Packaging shall to be export worthy and suitable for international transport by rail, truck and/or sea.
 - 4.2. According to international IMDG/IMCO regulations for packing of hazardous products, Buyer shall only accept sea/land/airworthy and UN/IMDG/IMCO approved packaging. The approval number must be embossed into drums, stamped on cartons and printed on bags. A corresponding certificate is strictly required.
5. Notification of defects
 - 5.1. Notification of defects shall be made within sixty days of receipt of the goods and before processing of the goods has begun. Complaints regarding goods delivered "CIF" shall be made within sixty days of arrival at the port of discharge. Buyer shall have the right to appoint an independent surveyor (such as SGS) whose findings shall be binding for the parties.
 - 5.2. All claims, e.g. to a replacement delivery, price reduction or damages, for any cause whatsoever, including claims on account of indirect damage and consequential damage, shall be settled promptly by Seller.
6. Delivery time
 - 6.1. The stated delivery time shall be binding for Seller. Seller is responsible for notifying Buyer on the day of delivery with full details of each dispatch.
 - 6.2. As soon as Seller anticipates certain delays in delivery (total or partial), Seller shall notify Buyer immediately, stating clear reasons for delay and offering revised realistic

delivery date, without prejudice to Buyer's rights and Seller's obligations.

7. The parties' obligations shall be subject to the absence of force majeure (as defined in ICC Publication 421). The event of force majeure has to be certified by the competent chamber of commerce or any other official authority.
8. It is Seller's responsibility to insure that there are no patent/licence infringements by delivery and consumption of the contracted goods. Licence fees shall be borne by Seller.
9. Seller of the goods confirms officially in writing, either directly or via the appointed Only-Representative, compliance with the European REACH regulation (n. 1907/2006) [which includes pre-registration with the firm intention to carry out registration (evaluation and authorisation) of those chemicals subject to REACH].
10. Except as otherwise provided in these General Conditions of Purchase, Swiss law shall apply with the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980. INCOTERMS, latest edition, shall apply in as far as they are not inconsistent with these General Conditions of Purchase.
11. At Buyer's option all disputes hereunder shall be settled either before the Courts of the Canton of Zug, Switzerland, or in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris, the seat of any arbitration being in Zürich.