



ORLIMEX

Plywood experts. Worldwide.

Orlimex UK Ltd. general terms and conditions of sale

Edition 170517

1. Scope of Application.

Unless otherwise agreed, these general terms and conditions of sale shall apply to all offers and contracts of sale.

2. Offers and Contract of Sale.

All offers, catalogue lists and tariffs shall be entirely free of obligation. Where the sale is undertaken by a sales representative or a reseller the sale shall be deemed definitive for the seller only after the seller's written Order confirmation. All quoted prices are exclusive of VAT and insurance unless otherwise stated in writing. VAT will be charged at the appropriate rate when invoicing.

3. Delivery Date.

Any delivery date given shall be deemed indicative and approximate. Unless otherwise expressly stated in writing, the seller shall in no way be bound by any delivery date whatsoever. Late delivery or performance shall not entitle the Customer to reject any Goods or Services, terminate the Contract, withhold any payment, claim damages or any other remedies.

4. Carriage.

In case terms of sales are FOM collection of goods shall be made by purchaser ex-seller's warehouse. Purchaser should book in collection with warehouse and quote correct Collection Note number, otherwise Purchaser may be refused to be loaded. In cases where it is agreed that goods shall be supplied carriage paid, the seller shall be responsible for the costs of carriage to the agreed destination but not beyond a point at which a vehicle may reasonably be driven. The purchaser shall be obliged to take possession of the goods at that point and to unload them immediately. If the purchaser fails to fulfil this obligation or unloading takes more than 2 hours, any charges thus caused shall be for the purchaser's account including demurrage.

5. Receipt of goods.

On the receipt of a container, firstly the buyer has to make sure there are no visible damages, the seal is untouched and its number corresponds to the number mentioned in the documents. In case of any suspicions regarding the container and seal safety, or any manipulations that could have been made to the container, the recipient should immediately contact the seller, devan should be stopped.

After container is opened, in case of any visible damage (e.g. the goods are wet) or shortfall, etc – the buyer should not start unloading, immediately contact the seller.

If the damage is discovered during the unloading, the buyer has to stop it and contact the seller and await further instruction.

If claim is evident, e.g. the timber barriers are missing, the material is of different grades, wet material, and the damage is less than 1000 euro. The buyer has to call the seller first, then make pictures of the container with the goods inside, it's important that the picture contains the container number and all the damages. Picture should be of good quality. If the damage is more than 1000 euro – the buyer has to call the surveyer.

6. Risk.

All risks are under Incoterms 2010.

7. Return Shipments.

The purchaser shall in no way be authorised to refuse to take possession of the goods sold or to return them to the seller unless the seller has given his written agreement. If the purchaser returns goods to the seller without the seller having given his written agreement, and the seller nevertheless takes possession of them, then the purchaser shall always assume the risk and expense of the return. The seller shall store the shipment at the purchaser's risk and expense and it shall be kept at the purchaser's disposal.

8. Claims.

Claims shall only be valid when notified to the seller in writing within 7 calendar days of reception of the goods. Claims for short delivery, for non-adherence to specification and for externally visible damage shall



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only be valid when attested to by the purchaser on the official receipt of delivery note. A claim shall only be deemed valid if the seller is in a position to check the goods delivered in their original condition and in their original packaging. No claim shall authorise the purchaser to suspend payment. If the claim is justified, the seller shall at his own discretion either pay a reasonable indemnity not exceeding the invoice value of the goods delivered that gave rise to the complaint, or shall replace the goods delivered without charge on condition that the goods originally delivered be returned. The seller shall not be bound to pay further and/or consequential damages. In relation to claims every partial delivery shall be deemed a separate sale. Any grounds for complaint shall lapse if the goods delivered have been either partially or totally processed and/or adapted. Claims for hidden/manufacturing defects are accepted within 90 days on condition that buyer can provide proof of origin of the goods by keeping original packaging and labels.

9. Force Majeure.

If, in spite of warnings from the seller, the factory or the supplier from where the seller obtains the goods fails, for whatever reason, either to deliver, or to deliver on time, or to deliver properly, this shall be deemed a case of force majeure by the purchaser relative to the seller. The seller shall not assume any liability for this relative to the purchaser. In cases of floating ice, strikes, measures imposed by civil or military authorities, supply delays, industrial disputes, prohibition of export, civil disorder, war, mobilisation, transport hindrances, hindrances restraining export and/or import and all cases of force majeure, the seller shall be authorised at his own discretion to annul the sale in so far as this is affected by the impediment. Within a maximum of 8 days after the purchaser has made a written request, the seller shall be obliged to notify the latter of his decision.

10. Invoicing

Unless otherwise agreed in writing the Seller shall be entitled to invoice the Buyer:

In case of FOM – at any time after the buyer collected goods from the warehouse

In case of DDP – on or at any time after delivery of any Goods

In case of CFR (CIF) – on date of Bill of Lading

11. Payment.

The purchaser shall be bound to effect payment according to contract terms. In the case of late payment, the purchaser shall, by due operation of law, be liable to a rate of interest of 1% per month calculated on the outstanding sum as from the due date. Until payment is made seller shall be entitled to with-hold delivery of the goods or any part thereof and during such time the goods shall be deemed to be not available for collection.

12. Breach of Contract by Purchaser.

Where the purchaser does not observe his obligations, the seller shall be authorised, without warning nor obligation to serve notice of default, to annul the sale and in addition to demand payment of damages. If the purchaser does not observe his obligations, the seller shall have the right to suspend the execution of all agreements then in force with any intermediaries until such time as the purchaser observes his obligations. Other rights shall remain unimpaired.

13. Applicable Law.

The law of England shall apply to all offers and contracts of sale.

14. Varying Clauses or Conditions.

Supplementary or varying clauses or conditions shall only be valid if these have been confirmed in writing by the seller. If the purchaser wishes to declare valid other general conditions which are at variance from these general conditions, then in cases of dispute these general conditions shall prevail.

David Menšík
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