



## **UNITED CAPS'S GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT**

**Valid from: 01/06/2019**

**Headquarter: Wiltz, Luxembourg**

### 1. Acceptance

- 1.1. The purchaser accepts our general and special sales terms which prevail over all other contractual clauses including the general terms of the purchaser.
- 1.2. Special terms are only valid for the sale to which it applies and under no circumstances do they exclude the application of our general terms, except in respect of those sole articles of the general terms with which it fails to comply and provided that they are signed for approval by the vendor.
- 1.3. A purchase order for UNITED CAPS own products implies the acceptance of the specifications sent with the samples or upon the Customer's request.

### 2. Intellectual or industrial property.

- 2.1. Plans or all other technical documents issued by the vendor and delivered to the purchaser are and shall completely and entirely remain the property of the vendor. The purchaser undertakes to comply with them and have his employees comply with the strict confidential nature of these documents. They cannot be passed on or handed over to whosoever nor used for any other purpose other than in the course of business relations with the vendor and they shall be returned to him on his request. Any duplication or representation, even partial or whatever the process, of these documents is illegal without the written approval of the purchaser and thus constitutes an infringement. Noncompliance with this obligation shall immediately lead to automatic cancellation by the purchaser of all orders being processed at this time without giving rise to any formality or proceeding thereof and without prejudice to any damages which the purchaser may claim.

### 3. Prices and orders

- 3.1. Prices and other information stated in our rates, offers and catalogues are non-binding and may be amended.
- 3.2. The prices stated are exclusive of VAT and any other taxes.
- 3.3. Our offers are subject to confirmation. They are only binding on us following confirmation by us and acceptance by the purchaser. All confirmation of sales sent by our company shall be deemed to be accepted by the addressee together with all the other specific and general terms thereof if no disapproval has been expressly notified within 24 hours of receipt of goods.
- 3.4. Orders are charged at the current price on the day of confirmation of the offer by us.
- 3.5. In the event of a price increase by our suppliers we reserve the right to apply this price rise which is justified by this increase at any time to the orders or parts of orders which have not yet been made.
- 3.6. In the event of a cancellation or suspension of the order, we shall draw up statement of costs incurred and we shall invoice this to the purchaser.



#### 4. Deliveries

- 4.1. Delivery terms are specified but are non-binding: their non-compliance does not grant the purchaser the right to claim damages or cancel the order.
- 4.2. Any delay in delivery caused by the purchaser shall allow us to extend the terms of the contract for quantities yet to be delivered and to invoice costs incurred by this delay or to cancel the order.

5. Transport: even goods shipped free of charge are transported at consignee's risk.

#### 6. Approvals-complaints

- 6.1. The goods are deemed to be approved unless notification of a complaint has been given by registered post within eight days of delivery.
- 6.2. Our deliveries are subject to use tolerances in respect of quantity, quality, shade, capacity, weight, dimensions, packaging, breakage.
- 6.3. The goods cannot be returned without written approval from the vendor.
- 6.4. No cost related to a quality incident will be supported by UNITED CAPS without prior written agreement

#### 7. Warranties – Liability

- 7.1. The vendor's liability and/or warranty are limited to replacement of the acknowledged defective goods. The vendor may under no circumstances be held liable for improper use of the products sold nor for the repercussions of their use for any other purpose other than that to which they are intended and for which the purchaser ordered them.
- 7.2. Given that the uses of our manufactured products are very vast with the instructions for use possibly varying from one company to another, our company advises therefore that its customers carry out the required tests prior to use.
- 7.3. The vendor shall under no circumstances be held liable for losses of profit or any specific loss whether circumstantial or consequential.
- 7.4. Compliances to specific regulations outside the European legislations on packaging materials are the responsibility of the Customer.

#### 8. Force majeure

- 8.1. In the event of an act of God or a case of 'force majeure', we reserve the right at our own discretion to cancel the orders or to extend the deadline.
- 8.2. The terms of an act of God or of 'force majeure' are construed in the broader sense and include more specifically: strikes, disruptions in supplies, machine breakage and all other fortuitous occurrences without there being a need to find out whether the act or occurrence were unforeseeable or uncontrollable from the moment that he prevented or delayed the performance.

#### 9. Special provisions

- 9.1. All orders in accordance with the plans, models, and brand names specified by our customers are made at their own risk in respect of any future rights by third parties to the plans, models and brand names.
- 9.2. Our special clauses may include an exclusivity clause for a model to the benefit of a purchaser. In this case the exclusivity clause shall always be subject to the purchase of the minimum annual quantities anticipated, except as otherwise specified.
- 9.3. If no order pertaining to the equipment has been registered for a period of 5 years, the vendor may subsequent to notice being served dispose of this equipment as he sees fit and, where necessary, destroy it.



#### 10. Payments

- 10.1. Payments are made within 30 days of the date of invoice.
- 10.2. Any delay in payment shall without formal notice automatically incur an interest on arrears equal to the discount rate charges by the European Central Bank and increased by 4% with a minimum of 15%. A minimum lump sum payment of € 375.00 shall be due in all cases.
- 10.3. Interest outstanding is added to the amounts unpaid. Collection charges shall be added.
- 10.4. Any failure to pay an invoice or draft shall entitle us to suspend the performance of all contracts in progress and make all other invoices or bills not yet due immediately payable.
- 10.5. The vendor can at any time require the purchaser to provide securities. Any refusal to comply with such a request shall entitle us to cancel all or part of the contracts or orders.
- 10.6. Furthermore, all deliveries shall be suspended until payment in full for goods already delivered has been made.

#### 11. Express avoidance clause:

- 11.1. In the event of non-payment of an invoice, draft, etc., on due date, the sale shall be cancelled automatically on expiry of a 10-day deadline from the date formal was served in this respect on the purchaser.

#### 12. Retention of title

- 12.1. The goods shall remain our property until such time as the purchaser has fulfilled his obligations in full.
- 12.2. Delivery of goods effects assignment of risk to the purchaser. Following delivery, the latter shall assume custody of the goods sold and shall be liable for any damage or losses.

#### 13. Litigations

- 13.1. Any litigations shall fall within the sole jurisdiction of the region in which the company of the vendor is located and only the law of that country in which the company of the vendor is located shall apply.