

1. SCOPE

- a) You (as the “**Buyer**”) shall accept solely this general terms of sale, unless differently stated in the acknowledgement of BASF Italia S.p.A. – Divisione Catalizzatori (as the “**Seller**”) of Buyer’s order.
- b) These general terms of sale represent an integral part of the sale contract, as accepted and entered into through the Seller’s acknowledgement of the relevant order of the Buyer (such being the final communication in writing of the Seller in which all the terms and conditions, including the price, of the relevant order will be definitely acknowledged by the Seller, the “**Acknowledge of Order**”) and shall fully supersede any Buyer’ general terms and conditions of sale, or purchase, notwithstanding any quotation of the latter that may appear in the purchase order of the Buyer or in any other documents of the latter.

2. ACCEPTANCE OF ORDERS

- a) The sale contract shall be deemed to be entered into when the Buyer’s purchase order is finally acknowledged in writing by the Seller, subject to following point b).
- b) Unless the Buyer notifies the Seller in writing of any exception to the Acknowledgement of Order of the Seller within the end of business day of its receipt, the acknowledged order shall constitute the entire and final agreement between the Seller and the Buyer.

3. QUOTATIONS AND PRICES

- a) The Seller reserves the right to withdraw any quotation of prices at any time prior to the delivery of its Acknowledgement of Order.
- b) Unless differently specified in our Acknowledgement of Order, prices are net of (i) any internal revenue tax, excise tax, sales tax import, export, impost, tonnage, shipping or other charge, or tax of any kind, effective at the present time or hereafter made effective and levied by any governmental authority or agency and of (ii) the value of any goods’ container and packaging.
- c) Unless differently specified in our Acknowledgement of Order, prices are understood to be Free Carrier Rome Site (“FCA Rome Site”) for the purposes of INCOTERMS 2010, with the Buyer covering in full all transport and unloading expenses, customs duties, taxes or other duties until the arrival and unloading of goods on purchaser’s premises as well as insurance costs and risks.
- d) The Buyer undertakes not to set-off any obligation due by it to the Seller under any other contract, transaction or other order.

4. WARRANTIES AND LIABILITIES

- a) The Seller warrants that any goods sold hereunder shall comply with their description contained in the acknowledged order. Specifications of good/materials shall be kept into account only if (i) they are set forth in the relevant Acknowledgement of Order or if (ii) they are expressly quoted and/or referred to in the same Acknowledgement of Order.
- b) Any claim, statement or communication relevant to the order shall be solely made in writing. Should this not occur, such claim, statement or communication shall be deemed as never made and the Seller shall not be liable for their non-compliance.
- c) Defects of goods shall be notified to the Seller exclusively in writing and within 8 (eight) days from delivery of order’s goods, under penalty of forfeiture of any Buyer’s rights of warranty.
- d) No liability is assumed for damages in connection with the acknowledged order in excess of the purchase price paid under the acknowledged order unless such liability is due to gross negligence and/or wilful misconduct and/or fraud of the Seller.
- e) The Seller shall not be liable, towards the Buyer and any third parties, for any indirect damages arising out or in connection with the acknowledged order.
- f) The foregoing warranty is exclusively and is in lieu of any and all other warranties, expressed or implied, arising by law or custom, including, but not limited to, the implied warranty of merchantability and implied warranty of fitness for a particular purpose.
- g) No liability is assumed by the Seller for infringement of any patents held by others.

5. DELIVERY AND SHIPMENT

- a) Time fixed for delivery shall elapse from the date of Seller’s Acknowledgement of Order of the Buyer and will not be of essence for any purpose being subject to the production output capabilities and status of the Seller; therefore the Seller shall not be held responsible for reasonable non-fulfilment of time of delivery and such occurrence shall not, in any case, justify the termination of the relevant contract.
- b) The Seller shall not be liable for delays in delivering the goods where due to force majeure or unpredictable events including, but not limited to, hindrances to the plant or to our production and sales organization caused by partial or total interruption of transportation facilities or power supplies, by fire, flood, labour unrest and strike, medical emergencies, breakdown of facilities, war or riot conditions, sabotage, interferences of civil or military authorities, compliance with any order, recommendation or request of any governmental authority or agency, or any other circumstances beyond Seller’s control and also if such conditions concern third parties or countries, other than Italy, on which the Seller has to rely on in order to fulfil the order.
- c) The Buyer shall promptly inspect the goods upon their delivery and shall not be entitled to refuse any kind of incomplete or surplus delivery, nor to charge the Seller with any kind of relevant storage expenses.
- d) Notice of incomplete or surplus delivery shall be made to the Seller in writing within 5 (five) days from actual receipt of such delivery, under penalty of forfeiture on the part of the Buyer of any right of indemnity or damages for such event.

6. RISKS

Free Carrier Rome Site (“FCA Rome Site”) contract terms for the purposes of INCOTERMS 2010 shall always apply, unless expressly and differently agreed in writing between the Buyer and the Seller.

7. PACKAGING

The goods will be shipped using proper packing and shipping criteria taking into account the peculiar characteristics of the goods and according to applicable laws and regulations.

8. CANCELLATION

Cancellation by the Buyer will be allowed only through mutual agreement in writing with the Seller, such agreement providing any adjustment necessary to cover labour expended and material procured.

9. CONFIDENTIALITY

- a) Any kind of information and/or documents and/or objects (i.e. samples) (the “Information”) provided by the Seller to the Buyer in connection with the order is strictly confidential.
- b) The Buyer shall protect the confidentiality of the Information and shall provide it to its personnel only to the extent strictly required by the transaction and as appropriate after having informed the same personnel of the strictly confidential nature of the Information.
- c) The Buyer undertakes to use the information only for the purposes of the sales contract and to promptly return it, at Buyer’s expenses as the case may be, at Seller’s request.
- d) This confidentiality obligation shall last for a period of 5 (five) years, elapsing from the date of delivery to the Buyer of the relevant pieces of Information, unless such Information has fallen into public domain for reasons outside Buyer’s control.

10. LAW AND JURISDICTION

- a) The order and these general terms of sale shall be exclusively governed by and construed in accordance with the laws of Italy.
- b) The Vienna United Nations Convention on Contracts for the international Sale of Goods of 1980 shall not be applicable to the acknowledged order.
- c) Any controversy that may arise in connection with the order and these general terms of sale shall fall under the exclusive jurisdiction of the Courts of Rome. However, the Seller reserves the right to take legal action at the Buyer’s place of domicile.