GENERAL TERMS AND CONDITIONS OF SALE OF DSM NUTRITIONAL PRODUCTS HELLES P.E.

1. GENERAL

1.1 General Terms and Conditions of Sale ("Conditions") govern the offering, sale and delivery of all goods and/or services (hereinafter jointly referred to as the "Product(s)") from or on behalf of DSM Nutritional Products Hellas E.P.E., 14 Paradou Str., 15125 Maroussi, Greece ("DSM").

1.2 By entering into a transaction with DSM, Customer agrees to the applicability thereof in respect of all future dealings, even if this is not expressly stipulated in the course of this transaction.

1.3 DSM explicitly rejects the applicability of any general terms and conditions of Customer. Furthermore, the Conditions supersede any and all terms of previous oral or written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Products and shall apply in preference to and supersede any and all terms and conditions of any order placed by Customer and any other terms and conditions submitted by Customer. Failure by DSM to object to the terms and conditions set by Customer shall in no event be construed as an acceptance of any of the terms and conditions of Customer.

1.4 The current version of the Conditions is available at www.dsm.com/rel/ME/1416. DSM reserves the right to amend the Conditions at any time. DSM will notify Customer of any such amendments by sending the amended Conditions to Customer, posting them on the aforementioned Internet sites or otherwise. The amended Conditions will take effect on the date of notification of these amendments. The amended Conditions shall apply to all transactions concluded between Customer and DSM after the date of such notification.

2. QUOTATIONS, ORDERS AND CONFIRMATION

2.1 Unless stated otherwise by DSM, quotations made by DSM in whatever form are not binding to DSM and constitute an offer to Customer, 14 Paradou Str., 15125 Maroussi, Greece ("Paradou"). Customer shall place an order only by means of a purchase order or similar document. Customer shall ensure that any order placed is accepted by DSM, 14 Paradou Str., 15125 Maroussi, Greece ("DSM") to place an order. All quotations issued by DSM are merely constituting an invitation to Customer, in addition to any other damages caused by such action:

(i) In the case of Products which reasonably cannot be resold by DSM to a third party, the price of such Products as quoted in the Confirmed Order;

(ii) In the case of Products which can be resold by DSM, damages equal to 50% (fifty percent) of the price for the Products as quoted in the Confirmed Order as liquidated damages. 

CANCELLATION

Custome

EXAMINATION AND CONFORMITY TO SPECIFICATIONS

In delivery and during the handling, use, commingling, alteration, incorporation, processing, transportation, storage, importation and (re)sale of the Products ("Use"), Customer shall examine the Products and satisfy itself that the Products delivered meet the agreed specifications for the Products as stated in the Confirmation Order or, in the absence of agreed specification to the most recent specifications used by DSM at the time of delivery of the Products (the "Specifications").

7.1 Claims shall be made in writing and must reach DSM not later than 7 (seven) days from the date of delivery in respect of any defect, but in no event later than (i) 16 months from the date of delivery of the Products or (ii) the expiry of the Products’ shelf-life whichever is the earlier. Any Use of the Products shall be deemed to be an unconditional acceptance of the Products as of the date of delivery and a waiver of all claims in respect of the Products.

7.4 Defects in parts of the Products do not entitle Customer to reject the entire delivery of the Products, unless Customer cannot reasonably be expected to accept delivery of the remaining non defective parts of the Products. Claims, if any, do not affect Customer’s obligation to pay as defined in Article 4.

8. TRANSFER OF RISK AND PROPERTY

8.1 The risk of the Products shall pass to Customer according to the applicable Incoterm (see Article 3).

8.4 Unless stated otherwise in the Confirmed Order, any times or dates for delivery by DSM are estimates and DSM is not obligated to deliver the Products as stated in the Confirmed Order in parts and to invoice separately. Delay in delivery of any Products shall not relieve Customer of its obligation to accept delivery thereof, unless Customer cannot reasonably be expected to accept such late delivery. Customer shall be obliged to accept the Products and pay the rate specified in the Confirmed Order for the quantity of Products delivered by DSM.

9. LIMITED WARRANTY

9.1 DSM solely warrants that on the date of delivery the Products shall conform to the Specifications. In case of a defect, Customer may at any time within a reasonable time either repair or replace the Products at no charge to Customer, or issue a credit for such Products in the amount of the original invoice price. Accordingly, DSM’s obligation shall be limited solely to repair or replacement of the Products or the credit of the Products.
infringement of any claim in any intellectual property right covering the Products.

10. LIMITED LIABILITY

10.1 DSM’s liability for any and all claims arising out of or in connection with the Products and the Use thereof shall per occurrence be limited to direct damages of Customer and shall under no circumstances exceed the sales value of the defective batch of the relevant Product supplied to Customer.

10.2 DSM shall under no circumstances be liable to Customer or for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation damage based upon loss of goodwill, lost sales or profit, delay in delivery, work stoppage, production failure, impairment of other goods or based on any other cause, and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise.

11. FORCE MAJEURE

11.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, governmental actions, strikes, labor disputes, transport difficulties, embargos, import and export restrictions, earthquakes, floods, fires, explosions, wars, acts of terrorism, acts of God, beyond its control, including, without limitation, acts of war, acts of God, terrorism, sabotage, insurrection, civil commotion, national emergency, or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, governmental actions, strikes, labor disputes, transport difficulties, embargos, import and export restrictions, earthquakes, floods, fires, explosions, wars, acts of terrorism, acts of God, beyond its control, including, without limitation, acts of war, acts of God, terrorism, sabotage, insurrection, civil commotion, national emergency, or failure in performing any obligation towards the other party.

11.2 Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under the Confirmed Order. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure.

11.3 Neither party shall be liable for any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, governmental actions, strikes, labor disputes, transport difficulties, embargos, import and export restrictions, earthquakes, floods, fires, explosions, wars, acts of terrorism, acts of God, beyond its control, including, without limitation, acts of war, acts of God, terrorism, sabotage, insurrection, civil commotion, national emergency, or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, governmental actions, strikes, labor disputes, transport difficulties, embargos, import and export restrictions, earthquakes, floods, fires, explosions, wars, acts of terrorism, acts of God, beyond its control, including, without limitation, acts of war, acts of God, terrorism, sabotage, insurrection, civil commotion, national emergency, or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, governmental actions, strikes, labor disputes, transport difficulties, embargos, import and export restrictions, earthquakes, floods, fires, explosions, wars, acts of terrorism, acts of God, beyond its control, including, without limitation, acts of war, acts of God, terrorism, sabotage, insurrection, civil commotion, national emergency, or failure in performing any obligation towards the other party.

12. MODIFICATIONS AND INFORMATION; INDEMNITY

12.1 Unless the Specifications have been agreed to be modified with the consent of both parties in writing, DSM reserves the right to change or modify the Specifications and/or manufacture of Products and/or packaging, delivery and/or transportation of Products in its sole discretion and at any time. DSM reserves the right to substitute materials used in the production and/or manufacture of Products from time to time without notice. Customer acknowledges that data in DSM’s catalogues, product data sheets and other descriptive materials or information on its websites may accordingly be varied from time to time without notice.

12.2 Customer shall utilise and solely rely on its own expertise, know-how and judgment in relation to the Products and Customer’s Use thereof. DSM reserves the right to change or modify the Specifications and/or manufacture of Products and/or packaging, delivery and/or transportation of Products in its sole discretion and at any time. DSM reserves the right to substitute materials used in the production and/or manufacture of Products from time to time without notice. Customer acknowledges that data in DSM’s catalogues, product data sheets and other descriptive materials or information on its websites may accordingly be varied from time to time without notice.

12.3 Customer and its employees, agents and subcontractors of the Customer shall not directly or indirectly (i) accept, promote, offer or provide any improper advantage to or (ii) enter into an agreement (a) with any entity or person - including officials, employees, officers, directors, shareholders and/or government-controlled entity -, or (b) relating to a product, which would constitute an offence or infringement of applicable provisions of DSM. Failure by DSM to enforce at any time any provision of the Conditions shall not be construed as a waiver of DSM’s right to act or to enforce any such term or condition and DSM’s rights shall not be affected by any delay, failure or omission to enforce or by any such provision. No waiver by DSM of any breach of Customer’s obligations shall constitute a waiver of any other prior or subsequent breach.

13. COMPLIANCE WITH LAWS AND STANDARDS

13.1 Customer acknowledges that the Use of the Products may be subject to requirements or limitations under any law, statute or ordinance, code or standard including, but not limited to, all applicable regulations relating to (i) anti-bribery and anti-corruption and (ii) international trade, such as, but not limited to, embargos, import and export control and sanctioned party lists (“Laws and Standards”).