

TERMS AND CONDITIONS OF SALE AND DELIVERY

(International / other countries)

1. PRICES

The agreed prices are charged for all orders. Value added tax (VAT) is not included in the prices.

2. PRICE COMMITMENT

The prices are based on the quantity stated in our order confirmation. We reserve the right to make price adjustments in the event of negative quantity deviations of more than 10% between the quantity ordered and the quantity called off.

3. SHIPPING

Delivered loose or in big bags. We accept no liability for delays in delivery due to lack of means of transport, shortage of stock, insufficient supply of raw materials, lorry breakdowns, heavy traffic, force majeure, strikes or unexpected increases in demand. Delivery dates are set by arrangement. Non-deliveries or late deliveries do not entitle the buyer to cancel his order or to make any financial claims. The recipient is responsible for ensuring that the unloading point can be reached with the necessary means of transport. The recipient is responsible for ensuring that the access roads to the construction sites are clear and passable for heavy trucks (articulated lorries and large trailer trucks up to 40 tonnes with a length of 16 to 18 metres) on a paved surface. The lorry driver has the right not to drive on the construction site if he is of the opinion that he cannot do so with his type of lorry. In no case can the customer claim damages or other additional costs. If access to the construction site is not possible with one of the aforementioned vehicles, the customer must provide another location for unloading. The cost of transport from the second unloading point to the construction site shall be borne by the buyer.

4. CONTAINERS / BIG-BAG'S

Disposable big bags will be invoiced and become the property of the buyer and cannot be returned. The buyer is responsible for the proper disposal of the big bag covers. Big bag packaging containers are designed exclusively for filling with MISAPOR. Storage of full big bags must be limited to 6 months and must be carried out professionally. The containers must be protected from UV radiation caused by sunlight. When unloading by crane, all 4 transport lugs must be attached. Any other use of the big bags is prohibited and releases MISAPOR from any liability.

MISAPOR is part of the "Interseroh" disposal system. The manufacturer number is 220722 and the empty disposable big bags can be disposed of free of charge via "Interseroh" in a professional and environmentally friendly manner. From a minimum quantity of 20 bags, the empty disposable bags will be collected from the place of collection.

5. CANCELLATION / POSTPONEMENT OF DELIVERIES

For deliveries which the recipient/customer cancels or postpones within 3 days before the agreed unloading date, any expenses incurred will be invoiced. MISAPOR accepts no liability for delays in delivery for reasons beyond its control.

6. EXPRESS DELIVERIES

For short-term deliveries within 48 hours, an express surcharge of EUR 250.00 per delivery will be charged.

7. SET TIME DELIVERIES

Delivery dates are generally daily dates. The delivery periods are generally daily deliveries.

8. UNLOADING

Unloading of the delivered goods is at the expense and risk of the recipient. The consignee is responsible for ensuring that sufficient and appropriately trained assistants and suitable unloading equipment are available on site. The goods are deemed to have been accepted upon unloading. The start of the unloading time is calculated from the time of arrival at the unloading site. Access conditions that are difficult to access shall be subject to a special surcharge.

The provisions stated under point 8 apply to all the following unloading options.

8.1 UNLOADING CONTAINERS / BIG-BAG'S FROM A LORRY WITH MOUNTED CRANE

For unloading the big bags, the recipient must provide the crane unloader, a 4-person hanger and an assistant free of charge. Attachment to all 4 transport lugs is obligatory. The unloading time included in the transport price for lorries up to 42 m3 (with big bags) is a maximum of 60 minutes. The unloading time included in the transport price for lorries up to 84 m3 (with big bags) is a maximum of 120 minutes. Any additional time required will be charged at EUR 30.00 per additional quarter of an hour.

8.2 UNLOADING LOOSE MATERIAL WITHOUT MISAPOR UNLOADING CLOTH

The unloading time included in the transport price for lorries up to 90 m3 is a maximum of 60 minutes.

8.3 UNLOADING LOOSE MATERIAL WITH MISAPOR UNLOADING CLOTH

For unloading using MISAPOR unloading cloth, the recipient must provide the crane with operator, a 4-person hanger and an assistant free of charge. The surcharge for unloading with MISAPOR unloading cloth is EUR 2.50/m3. This surcharge also applies if the MISAPOR unloading cloth has been ordered but not used. The unloading time included in the transport price for lorries up to 90 m3 (with MISAPOR unloading cloth) is a maximum of 120 minutes.

As soon as the lorry is unloaded, the driver takes the unloading sheets back to the production plant. If the customer wishes to keep the unloading sheets on site, a deposit of EUR 1,200.00/unloading sheet will be charged. This deposit will be refunded as soon as the customer himself or a forwarding agent has returned the unloading cloth to the relevant plant.

8.4 MAKING USE OF ON-SITE UNLOADING CLOTHS

If unloading cloths provided by the customer are used, the unloading time according to point 8.2 applies. Any additional unloading time required will be charged at EUR 30.00 per additional quarter of an hour.

9. SEVERAL UNLOADING POINTS

For transport orders with several unloading points, an additional amount of EUR 150.00 will be charged for the second and each additional unloading point.

10. WAITING TIME

Any waiting time in excess of the included unloading times described above will be charged at EUR 30.00 per additional quarter of an hour.

11. RETURN OF MATERIALS IN BIG-BAG

Excess goods ordered or purchased in big bags will only be taken back if they are in perfect condition and the delivery container has not been opened (full containers/big bags). A contribution towards expenses of 50% of the sales price will be deducted for any handling costs incurred when the goods are credited. Any additional loading, transport and other additional costs will be invoiced separately.

12. RETURN OF LOOSE MATERIALS

The ordered material must be unloaded completely. No return possible

13. COMPLAINTS

The Buyer shall immediately, i.e. on the same day, notify the Supplier in writing of any qualitative and quantitative complaints about MISAPOR's products and containers or other discrepancies. Subsequent complaints will not be accepted.

In the event of transport damage, the reservations must be reported before unloading and noted on the delivery documents. In the case of rail transport, an official railway report must be requested.

14. CALCULATION OF REQUIRED QUANTITIES

Average consumption values are given without guarantee. The customer is responsible for calculating the required quantity. Additional costs for subsequent deliveries shall be borne by the customer. The provisions of points 11 and 12 shall apply to the return of goods delivered in excess.

15. LIABILITY

Liability is transferred to the customer upon acceptance of the delivery.

16. CHANGES IN PRICING

Prices are subject to change at any time and do not require advance notice if they are caused by price increases of raw materials, energy, suppliers, transport costs or exchange rate changes and the like.

17. SIZE AND WEIGHT DATA

Dimensions and weights are not binding and are subject to change at any time. Dimensions and weights are subject to tolerances and may vary. When transporting MISAPOR, the material (especially loose material) may lose approx. 5 % of its volume due to cavity reductions between the foam glass blocks.

18. PAYMENT TERMS

MISAPOR is authorized to demand subsequent payment of unjustified discounts. From the expiry of the payment deadline, the buyer owes MISAPOR 6% interest on arrears.

19. SCOPE

These Terms and Conditions of Sale and Delivery shall be deemed to have been accepted when the order is placed and shall be deemed to have been accepted in the relationship between the Buyer and MISAPOR.

20. EXTENDED RETENTION OF OWNERSHIP

The purchaser is authorized to resell our reserved goods in the ordinary course of business. The purchaser hereby assigns to us in advance all claims against third parties arising from this in the amount of the respective invoice value (including VAT). Notwithstanding this assignment, the purchaser shall remain authorized to collect the claims.

21. PROJECTS AND STUDIES

Projects and preliminary studies remain the property of the supplier and may not be passed on or made accessible to third parties.

22. JURISDICTION CLAUSE

The place of jurisdiction is CH-7205 Zizers (Canton of Graubünden). Applicable law: Swiss law.