1. GENERAL

1.1 In these terms and conditions ("Conditions") Buyer means the Uponor Group company that has purchased the Goods and has entered into a contract with Supplier, while Supplier means the entity to whom the Order has been addressed. The Conditions shall be applied to all deliveries of products, materials, works or services ("Goods", "Materials", "Works", or "Services") that Buyer agrees upon with Supplier. Acceptance or execution of an Order by Supplier constitutes a contract ("Contract").

1.2 The Contract is concluded exclusively on the terms and conditions stated in the Order and these Conditions. Any and all general terms and conditions of Supplier are expressly excluded, whether referred to in Supplier’s acceptance of the Order or elsewhere, appended to the order confirmation or posted on any website.

2. CHANGE OR CANCELLATION OF THE ORDER

2.1 By providing Supplier a written notice no later than 7 days before the delivery, Buyer may at any time initiate a significant change in price or delivery date. Supplier must notify Buyer in writing thereof without delay, calculating the price and delivery date taking the same level of cost and profitability as from the approved order amendment shall take effect. If Buyer accepts in writing the new terms, Supplier will deliver within ten (10) days from Supplier’s notification. The amended Order is subject to these Conditions.

2.2 In case Buyer cancels the delivery, Buyer will be liable for reasonable costs for any delivery, payment to Supplier the direct costs, where applicable. Buyer shall be liable for foreseeable consequence of the cancellation, however in no event more than the price of cancelled delivery. If Supplier fails to submit a claim within thirty days of the date of Buyer’s notice of cancellation, Buyer shall have no further liability.

3. PRICE

3.1 The price for the Goods shall be the price stated in the specific written agreement between the parties, or if none, in the Order. The price shall be fixed for the duration of the Contract. The price shall include VAT, where applicable.

4. WARRANTY

4.1 Supplier warrants that the Goods shall in every respect comply with any description, samples, drawings, plans and specifications referred to in the Contract and shall be free from defects in design, materials and workmanship, and the Goods shall be of satisfactory quality and fit and functioning for their particular purpose for a period of twelve (12) years from the delivery of Product to Buyer’s customer whether by Buyer or directly by Supplier. Supplier warrants that neither the Goods nor Buyer’s use of them will infringe any patent, registered design, trade mark or copyright or other protected right ("Third Party Right"). Buyer shall in good faith take all reasonable steps to mitigate any loss or liability against any damage caused due to the delay.

4.2 The Goods shall also be deemed defective if it deteriorates or any characteristic of it changes after the risk has passed ("Deterioration") for reasons other than fair wear and tear nor Buyer’s failure to comply with storing instructions issued by Supplier to Buyer prior to the delivery. This condition shall not apply if Deterioration is due to third party industrial actions. Supplier agrees to maintain a quality system acceptable to Buyer and in accordance with applicable laws and administrative regulations, Evaluation, Authorisation and Restriction of Chemicals (REACH), in the conduct of its business and the manufacture and assembly of Goods.

5. PACKAGE

5.1 The Goods shall be properly packed, secured and labeled in accordance with Buyer’s instructions if such are issued) and despatched by the same ship or delivery data third-party, so that they arrive in good condition and unharmed at the place of delivery stated in the Contract. The packing and the package materials are included in the price. Unless otherwise agreed, Buyer will have an eight-week inspection period after delivery, which does not entitle Supplier to return packaging and accessories. Buyer shall inform Supplier immediately of any likely delay and the new delivery date.

6. DELIVERY

6.1 Time is of essence in all deliveries under the Contract. Unless otherwise agreed, the acceptance of delivery may be postponed if delivery was completed, and the term of delivery may be extended (Incorporated 2010). In case Buyer keeps the Goods, Supplier shall inform Buyer immediately of any likely delay and the new delivery date.

6.2 If delivery or a part of it is delayed, Buyer shall be entitled to terminate the Contract and cancel the Order, in whole or in part. In case of delivery delay, Buyer shall unconditionally be entitled to delete the liquidated damages in the amount of two (2) percent of the price of the Goods for each beginning week of delay, however not exceeding twenty (20) percent of the price of the Goods. Buyer may take possession of the defective Goods without the agreement of Seller. If Buyer has the right to reject the Goods, in whole or in part, regardless of the fact that Supplier has no obligation to return packages or package materials.

7. REJECTION OF DELIVERY

7.1 In the event Buyer determines that the Goods do not conform to the Contract or are otherwise defective, Buyer is entitled to reject the Goods and to request that Supplier restocks the Goods. Any and all general terms and conditions of Supplier are expressly excluded. Supplier warrants that neither the Goods nor Buyer’s use of them will infringe any patent, registered design, trade mark or copyright or other protected right ("Third Party Right"). Buyer shall entitle Buyer to terminate the Contract, constitute a material breach of Contract, which shall entitle Buyer to terminate the Contract, Buyer is entitled to postpone payment, without prejudice to any other right or remedy of Buyer under the Contract. Buyer shall also be entitled to purchase the nearest equivalent goods elsewhere at Supplier’s sole cost and expense. Upon request, Supplier shall promptly return any payments made for the defective Goods under the Contract without any retention or offset whatsoever.

8. PAYMENT

8.1 In the event Buyer determines that the Goods do not conform to the Contract or are otherwise defective, Buyer is entitled to reject the Goods and to request that Supplier restocks the Goods. Any and all general terms and conditions of Supplier are expressly excluded. Supplier warrants that neither the Goods nor Buyer’s use of them will infringe any patent, registered design, trade mark or copyright or other protected right ("Third Party Right"). Buyer shall entitle Buyer to terminate the Contract, constitute a material breach of Contract, which shall entitle Buyer to terminate the Contract, Buyer is entitled to postpone payment, without prejudice to any other right or remedy of Buyer under the Contract. Buyer shall also be entitled to purchase the nearest equivalent goods elsewhere at Supplier’s sole cost and expense. Upon request, Supplier shall promptly return any payments made for the defective Goods under the Contract without any retention or offset whatsoever.

9. TITLE AND PROPERTY

9.1 Title to the Goods and risk of loss shall pass to Buyer upon the delivery.

10. MANUFACTURING MATERIALS AND TOOLS

10.1 The payment term is sixty (60) days from delivery of the Goods. Buyer is entitled to purchase nearest equivalent goods elsewhere at Supplier’s sole cost and expense. Buyer is entitled to purchase nearest equivalent goods elsewhere at Supplier’s sole cost and expense. Buyer is entitled to purchase nearest equivalent goods elsewhere at Supplier’s sole cost and expense. Upon request, Supplier shall promptly return any payments made for the defective Goods under the Contract without any retention or offset whatsoever.

11. MANUFACTURING MATERIALS AND TOOLS

11.1 In the event Buyer provides Supplier with any tools, materials, drawings, specifications or other equipment or data ("Materials") to be used by Supplier solely for the completion of the Contract, such Materials shall always remain Buyer’s property and shall be returned to Buyer at Buyer’s request. Materials shall be supplied to Supplier at Supplier’s sole risk and expense. Materials shall be used by Supplier to the extent Buyer so requests in the intended purpose. Buyer is entitled to use, handle or destroy any surplus or excess materials that have been delivered by Supplier and not required for the intended purpose. The Buyer directs the use, handling or destruction of surplus and excess materials.

12. INDENDENCY

12.1 Supplier shall defend, indemnify and hold Buyer harmless against all claims, liability, damages (including indirect, consequential, special, pur-
GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Indemnity and Exemplary Damages, Loss, Costs and Expense

The Seller shall indemnify and hold Buyer harmless from, incurred or paid by or made, brought or awarded against Buyer or its affiliates as a result of or in connection with (i) the manufacture or sale of the Goods, (ii) breach of warranty or Contract, (iii) negligence or wilful misconduct, (iv) product liability (including liability arising out of personal injury or death or any damage to property caused by the Goods) or environmental liability, or (v) infringement of Third Party Right.

12.2 Supplier shall at its expense maintain liability insurance sufficient to satisfy any claim or liability arising out of manufacture, sale or delivery of the Goods or this Contract.

13. EARLY TERMINATION

13.1 Buyer may, upon giving Supplier reasonable prior written notice, terminate all or any part of the Contract without cause. Such termination shall be effective on the date stated in the notice.

14. CONFIDENTIALITY

14.1 Supplier undertakes to keep secret all confidential information and business secrets disclosed by Buyer as well as price paid by the Buyer for the Goods and not to use the same for any other purpose than for the completion of the Contract. This undertaking survives the termination of the Contract.

15. MISCELLANEOUS

15.1 No waiver by Buyer of any breach of the Contract by Supplier shall be considered as a waiver of any subsequent breach of the same or another provision. If any provision of the Contract is held to be invalid or unenforceable, the validity of the other provisions of the Contract shall not be affected. Supplier shall not assign, transfer or subcontract the Contract without prior written consent of Buyer.

16. GOVERNING LAW AND DISPUTES

16.1 The Contract shall be governed by and construed in accordance with the laws of the country where Buyer has registered place of business and any and all disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in English in the city where Buyer has its registered place of business.