



GENERAL TERMS AND CONDITIONS OF PURCHASE
for NGI Trading SA
hereafter called 'the purchaser'

1. APPLICATION

1.1 These General Terms and Conditions of Purchase govern all relations between the purchaser and the seller and set out the general terms and conditions upon which the purchaser will purchase goods of the seller.

1.2 Accordingly, all other terms and conditions, whether expressed or implied by law, documents, invoices and the like, are hereby expressly excluded and the seller waives his right to rely on any provision to the contrary included in his own terms and conditions or any other document exchanged with the purchaser prior to the sale. These conditions supersede any and all other terms and conditions referred to or agreed before and related to the sale of the same goods.

2. ORDER

2.1 The terms and conditions of an order can be agreed between the parties by telephone. Confirmation of the order stating the terms and conditions agreed between the parties is however necessary and will be sent in writing (by post, fax or email) by the purchaser trading with the seller and shall be signed by a legal representative of the purchaser (hereafter referred to as an Approved Order or Order).

2.2 Failing a protest in writing by the seller within three (3) working days after confirmation of the Approved Order sent by the purchaser, the Order shall be deemed accepted by the seller. The Order thus accepted by the seller constitutes a firm and binding undertaking on his part and implies his acceptance of not only the sale but also of these General Terms and Conditions of Purchase.

2.3 Unless otherwise accepted explicitly by the purchaser, prices stated in any form by seller, shall not bind the purchaser and shall only be indicative when an Order is placed/confirmed by the purchaser. Any verbal order, addition, change or inquiry of the purchaser shall not be binding, unless and until a written Order is placed, and signed by a legal representative of the purchaser.

2.4 The purchaser is entitled to cancel any Order within three (3) working days following its written placement.

3. CARRIAGE

3.1 Carriage shall be as specified in the Order.

3.2 The seller shall take all necessary measures to ensure the proper forwarding of the goods (in particular as regards the condition of the goods on arrival and compliance with delivery times) using all appropriate means, if need be with assistance from experienced and solvent agents or subcontractors.

3.3 Unless otherwise specified in the Order and without prejudice to the Incoterms rules in force at the time of sale, goods shall be carried at seller's risk.

4. DELIVERY

4.1 Terms

Delivery shall be made in accordance with the terms of delivery specified in the Order placed by the purchaser and subject to the Incoterms rules in force at the time of sale.

4.2 Times

Delivery dates that are agreed shall be binding. Non-compliance with the delivery times specified in the Order placed by the purchaser entitles the purchaser to cancel any Order not fulfilled in the times specified in the Order. Without prejudice to any other remedy, the purchaser will be entitled to cancel the Order and require the seller to refund all sums paid by it in relation thereto, and any costs incurred by it, including the costs of replacing the goods from another supplier, plus compensation for direct and indirect losses and damages incurred by it as a result of any late performance by the seller. The purchaser reserves the right to refuse part deliveries: in such a case, the purchaser shall have the option of returning such part delivery at the seller's cost and risk, without prejudice to any other remedy or claim. In case of an occurrence of force majeure, the seller shall immediately give notice in writing of such event to the purchaser and supply it with all information and evidence relevant thereto, specifying in particular the time for which such event might delay fulfilment of the Order. Only the following events are considered as occurrences of force majeure: war, riot, fire, natural disasters, strike, transport disruption, sanctions. In case of force majeure affecting the seller, the purchaser may choose to: 1/ agree an additional delivery period with the seller, or 2/ rescind all or any part of the Order at any time without further obligation or liability (with the right to require that the seller takes back the goods delivered in case of part delivery) and demand the repayment of monies already paid, excluding costs incurred and the price of that part delivery, if accepted by the purchaser.

5. PRICE AND TERMS OF PAYMENT

5.1 The price stipulated in the Order is final and, unless otherwise stated, includes all taxes (except VAT), insurance and other costs incurred by the seller for fulfilment of the Order up to and including delivery of the goods at the final destination appointed by the purchaser. Any additional cost of any nature whatsoever shall be subject to the prior written approval of the purchaser specifically indicated on the Order or any other additional document. No advance payment (or down payment or deposit) shall be made in respect of any Order unless expressly confirmed by the purchaser in the Order and the special conditions.

5.2 Failing a time expressly agreed in the Order, invoices issued in the proper form will be paid sixty (60) days from



the end of the month following the date of acknowledgement of delivery by the purchaser (or any person authorized by it). Nevertheless, the purchaser reserves the right to suspend payment in the event of the seller's non-compliance with the Order pending receipt of the report of the sampling organization instructed in accordance with the procedure laid down in 6.3. In such a case, the seller shall have no claim for any interest, penalty or other form of compensation.

6. ACCEPTANCE - CONTROL

6.1 Unless expressly agreed otherwise, the seller must before shipping have the conformity of the goods with the Order specifications, particularly the quantities, qualities, weights and dimensions, checked by an internationally recognized sampling organization chosen from the accompanying list. A copy of the analysis report and sampling report drawn up by that organization shall be sent to the purchaser at the same time as delivery of the goods.

6.2 Goods must be so packed as not to be damaged in transit. Each consignment must be marked separately in accordance with (i) the regulations in force, particularly in the case of hazardous materials, and if applicable, (ii) the instructions given by the purchaser. The labels must display the purchaser's Order number, the description, quantity and weight of the goods, and all particulars required for receipt of the goods. The seller shall be responsible to comply with all international and national applicable laws, regulations and rules related with offer for sale, shipment and packaging of wastes. Goods must be packaged and shipped as adequately protected against any loss or leakage in accordance with relevant national and international regulations. Otherwise the purchaser may not accept the delivery. If the goods are delayed because of a missing shipping document, storage costs and risks shall be assumed by the seller until the document has arrived.

The purchaser will retain the right to inspect the goods delivered upon receipt to ascertain their conformity with the quantity, quality and type of goods specified in the Order. Such check notwithstanding, the purchaser reserves the right to complain (and claim full damages) if the goods prove not to be in conformity, this within a reasonable period following the delivery of the goods. Regarding hidden effects, such term shall start when the defect is determined. If the seller and the purchaser do not agree on the conformity of the goods, parties shall appoint a third internationally recognized sampling organization, from the list hereunder, whose findings shall be binding on both parties. In the event of non-conformity of goods delivered, duly established by the sampling organization(s) in the conditions provided above, the purchaser shall be entitled to choose whether to obtain either replacement of the goods free of charge in complete conformity with the Order as placed, or a reduction of the Order price, or cancel the order within the time specified. In the event of replacement of the goods, delivery shall be made in a reasonable time, subject to acceptance by the purchaser. In such a case, the provisions of 4.2 shall apply. Each party shall bear the fees and costs of the sampling organization personally instructed by it. If a third organization is instructed, the costs and fees thereof (and such advances, if any, as may have been made) shall be borne by the party who incorrectly disputed the sampling results.

7. PASSING OF RISK AND TRANSFER OF PROPERTY

The risks in the goods, especially those associated with carriage, shall pass to the purchaser upon the handing-over of the goods to it or to the carrier in accordance with the Incoterms rules in force and agreed at the time of sale between the parties.

8. SAFETY - COMPLIANCE

8.1. The seller must supply goods to the purchaser that are strictly compliant with the occupational health, safety and environmental standards applicable to each delivery. The seller must supply the purchaser with all relevant safety, security and environmental information concerning the goods and/or their processing, handling and use.

8.2. The seller shall be responsible to comply with all applicable laws and regulations of the destination country during the shipment of the goods.

9. WARRANTY

9.1 The seller warrants that the goods conform to the agreed specifications and requirements and are fit for the specific purposes expected by the purchaser in accordance with the standards applicable in the country of delivery of the goods, that they are free from defects and meet all the requirements of laws and standards in force, and in particular that they comply with the highest environmental, safety and working conditions standards applicable worldwide.

9.2. Seller declares and guarantees that he has the title and unlimited disposition rights as well as production and sales license of the delivered goods. Seller accepts in advance that the purchaser does not have the duty of a producer and cannot be held responsible of the claims of material and losses under the provisions of product liability.

9.3. Seller guarantees that it does not violate patent and trademark rights of third parties in the delivery of the goods or during the use of the same by the purchaser. In such cases seller shall indemnify the purchaser and pay all damages of the purchaser, and declare that the purchaser has no fault.

9.4. In the event of non-compliance, the seller shall bear all the loss or damage resulting from non-compliance with this clause.

10. INVOICING

10.1 Once the goods have been delivered, the original copy of invoices shall be sent to the purchaser at its registered office as specified in the Order. Invoices shall include the seller's references, the references of the goods, the date, Order number, method of carriage, the price, and the delivery point of the goods.

10.2 The relevant date for calculating payment periods is that on which the goods were actually received. Unless otherwise specified in the Order, invoices are payable by bank transfer. The payment term is considered complied with

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when the payment order is given to the bank.

10.3 Seller accepts that the purchaser may exchange or set off its receivables resulting or to result from this agreement or put lien thereon on the current account of the seller.

11. INSURANCE

The seller shall take out at his own cost the forms of insurance coverage necessary to cover the liabilities it incurs from fulfilment of this sale for all bodily injury, property damage and indirect financial loss. The seller shall send the purchaser the certificates of insurance for general public and professional liability dated less than six months on request. In all cases, the seller must produce simply when asked by the purchaser adequate insurance covering the goods up to arrival at their destination, approved by the purchaser.

12. NOTICES

12.1 Except as otherwise expressly provided herein all notices to be given by the purchaser to the seller shall be validly given only if sent by recorded delivery letter (preceded in such case by the sending of a fax or email), or by fax or email (with acknowledgement of receipt) followed by a surface mail letter at the seller's registered office as stated in the Order.

12.2 All notices to be given to the purchaser by the seller under these General Terms and Conditions shall be validly given only if sent by recorded delivery letter (preceded in such case by the sending of a fax or email), or by fax or email (with acknowledgement of receipt) followed by a surface mail letter at the registered office of the purchaser, to the attention of: NGI Trading SA, via delle Scuole 3B, 6900 Paradiso

12.3 Notice by registered letter shall be deemed to be given within three (3) working days of the date of sending (the postmark being conclusive proof). Notice by fax shall be deemed to be given on the day it is sent (the date shown on the send report being conclusive proof).

12.4 Any change of registered office or fax/telephone number or other details must be notified to the other party as soon as possible.

13. GOVERNING LAW AND COMPETENT COURTS

The contractual relationships between the parties shall be governed by the law of Switzerland. The stipulations of the treaty of the 1st of July 1964 on the "international sale of movable property" are not applicable to this agreement. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The courts of the region Ticino are solely competent for the settlement of any disputes between the purchaser and the seller.

14. GENERAL PROVISIONS

14.1 Failure by the purchaser to enforce at any time any of the provisions of these General Terms and Conditions of Purchase shall not be construed as a waiver thereof.

14.2 If any provision of these General Terms and Conditions of Purchase shall be determined null and void, it shall be deemed non-existent and shall not invalidate the remaining provisions.

14.3 The purchaser reserves the right to modify these General Terms and Conditions of Purchase at any time.

15. COMPLIANCE

Either party hereby warrants, represents and undertakes to the other party that, in connection with the subject matter of this Contract, it, its affiliates and its or their directors, officers, employees, agents, representatives and any other person acting on its or their behalf:

- a. Have complied with, and will comply with, all applicable laws, rules and regulations including, without limitation, sanctions, anti-bribery and anti-corruption, anti-money laundering and tax laws of its place of incorporation; and
- b. Have not authorized, offered, promised, paid or otherwise given, and will not authorize, offer, promise, pay or otherwise give, whether directly or indirectly, any financial or other advantage to or for the use or benefit of any public official or any private individual (i) for the purpose of inducing or rewarding that person's improper performance of their relevant function, or (ii) that would be a breach of any applicable law.

16. LIST OF INTERNATIONALLY RECOGNIZED SAMPLING ORGANIZATIONS

Stockpile Surveying and Protection BV
A.H. Knight BV
Inspectorate BV
SGS
EWW