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## **Conditions of sale**

In these Conditions the expression “Hiltex” shall mean Hiltex Semi Products B.V.

### Article 1: General

These conditions shall govern all sales of Hiltex’s goods to the exclusion of any inconsistent terms or conditions proposed by the Customer, unless the latter are specifically accepted in writing by a Director or Manager of Hiltex.

### Article 2: Quotations

Quotations whilst freely given do not constitute an offer by Hiltex, and no order from the Customer shall create a binding contract until accepted in writing by Hiltex.

### Article 3: Orders

Verbal, telephoned or by electronic letter orders and any variation to orders must be confirmed in writing by the Customer, otherwise Hiltex accepts no responsibility for errors or subsequent misunderstandings.

### Article 4: Catalogues

Catalogues, price lists and other advertisement matter are only an indication of the type of goods offered and no prices or other particulars contained therein shall be binding on Hiltex.

### Article 5: Prices

Prices quoted are subject to alteration without prior notice to conform with those ruling at despatch date.

### Article 6: Despatch

Any time quoted for despatch are estimates only and Hiltex shall not be liable for failure to despatch within such time unless the Customer has suffered loss and the amount payable in respect thereof has been agreed in writing as liquidated damages, in which case Hiltex liability shall be limited to such agreed amount. Whether a time for despatch be quoted or not, a reasonable extension shall be granted if delay in despatch is caused by instructions or lack of instructions from the Customer, by industrial dispute, or by any cause whatever beyond Hiltex reasonable control.

## Article 7: Loss or damage in transit

When the prices quoted include delivery Hiltex will be liable only to repair or replace free of charge goods lost, damaged or mis-appropriated in transit, always provided the customer gives separate written notice to Hiltex and to the carriers within the time limits set out in delivery documents.

## Article 8: Off-loading

The Customer shall be responsible for offloading and shall indemnify Hiltex against all liability whatsoever arising there from or related thereto.

## Article 9: Title and Risk

1. The risk in the goods shall pass to the Customer upon delivery or collection but property in and title to the goods shall not pass to the Customer until such time as the Customer shall have paid all sums due from the Customer to Hiltex howsoever arising.
2. Until property and title to any goods supplied shall have passed to the Customer:
  - a) Subject to 3(a) below, the goods shall be held by the Customer in a fiduciary capacity for Hiltex;
  - b) The goods shall be stored in a manner that they are identifiable and recognisable as the property of Hiltex
  - c) The Customer shall not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
  - d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Hiltex's behalf from the date of delivery;
  - e) not be subject to any lien, charge or incumbrance.
3. If the Customer resells the goods in the ordinary course of its business (but not otherwise) before Hiltex receives payment:
  - a) It does so as principal and not as Hiltex's agent;
  - b) Title to the Goods shall be deemed to pass from Hiltex to the Customer immediately before the time at which resale by the Customer occurs;
  - c) Hiltex will have an action against the Customer for the price;
  - d) If Hiltex becomes subject to any insolvency procedure, the Customer's right to resell or use the goods in the ordinary course of its business ceases with immediate effect.
4. In the case that the goods or any part thereof are incorporated in or used as materials in manufacturing of other products before payment in full to Hiltex, the Customer shall use its best endeavours to ensure that, as far as is reasonably practicable, the goods or any part thereof remain easily identifiable as Hiltex's and easily removable from the manufactured products

5. Where property in any goods supplied to the Customer by Hiltex has not passed to the Customer, Hiltex:
  - a) shall be entitled to require the return of any such goods and/or to repossess the same;
  - b) shall be entitled to sell the same (or such necessary proportion thereof) as necessary to ensure that the sums then due from the Customer to Hiltex together with the cost of sale are discharged;
  - c) Shall be authorised and licensed by the Customer to enter upon any premises in which the goods are situate;
  - d) Shall be authorised and licensed by the Customer to remove Hiltex's goods from any manufacturing process, as far as is reasonably practicable, as per paragraph 4 above.

### Article 10: Liability of Hiltex

1. Hiltex accepts liability for personal injury resulting from Hiltex's negligence or the negligence of its employees.
2. If defects arise in the goods due to faulty materials and/or faulty workmanship Hiltex will give credit for or, within a reasonable time, replace such goods provided that written notice that the goods are defective is received by Hiltex within thirty days after receiving the goods.
3. Should the goods not correspond with the description under which they are sold Hiltex will give credit for or, within a reasonable time replace such goods, provided that written notice that the goods do not correspond with such description is received by Hiltex within thirty days of delivery of the goods in accordance with the contract.
4. As the goods are used for a multiplicity of purpose, and Hiltex has no control over the method of their application or use, Hiltex excludes all conditions of warranties express or implied by statute or otherwise as to the fitness of its goods for any particular purpose. Subject to sub-clause a, hereof, any technical co-operation between Hiltex and the Customer is given for the Customer's assistance only and without liability and shall not affect these conditions.
5. Subject to sub-clause a, hereof, Hiltex shall not be liable, contractually or otherwise, for loss of profits or contracts or for any consequential loss, injury or damage arising directly or indirectly from the use, application or storage of the goods.
6. This clause sets out the Customer's total remedies against Hiltex and Hiltex shall not be liable to the Customer except as provided herein.
7. Subject to sub-clause a, hereof, the Customer shall indemnify Hiltex against all claims in respect of loss, injury or damage arising directly or indirectly from the use of the goods by the customer or others.

### Article 11: Cancellation

If the Customer fails to make payment in the time and manner specified by Hiltex or becomes insolvent or otherwise subject to bankruptcy laws or, being a Company, has a receiver appointed or passes a resolution for winding up, Hiltex may at its option suspend or cancel further deliveries and treat the contract as repudiated.

### Article 12: Construction

The contract shall be deemed made in Holland and shall be governed by Dutch Law for all purposes.

**End**