

General Terms of Sale for Isola Products

Effective from: March 2013

1. Offers

Orders are only accepted once we have issued written confirmation or made delivery. Ancillary agreements and alterations must be confirmed by us in writing in order to become effective.

2. Prices

We reserve the right to adjust our prices accordingly if increases or decreases in costs occur subsequent to contract conclusion, in particular as a result of labor agreements or due to changes in prices of materials. We shall notify the Customer immediately about any such adjustments to prices.

3. Delivery Periods

Any delivery periods are non-binding; they shall only be binding if agreed in writing and expressly termed binding. At all times, the period allowed for delivery shall not commence until all the documents, permits and approvals required for discharging the order have been received and clarified. The delivery date shall be deemed met provided the deliverable has left the works or notification that it is ready for shipment has been issued before the end of the delivery period. In the event of delivery not being effected within the period allowed, the Customer may withdraw from the contract after a period of grace of at least one month which it has set in writing has expired to no avail. If a deadline cannot be met owing to circumstances beyond our control (e.g. natural disasters, war, revolt, force majeure, energy shortages, labor disputes) occurring at our business or at our suppliers, such deadline shall be reasonably extended insofar as it can be proved that such obstacles to performance have a major impact on the completion or delivery of the item concerned. Nor shall we be held responsible for any of the aforementioned circumstances if they arise after any default on our part has already occurred. In important cases, we shall notify the Customer as soon as possible about any such obstacles to performance. If such obstacles still apply six months after the agreed delivery date has expired, either party may withdraw from the contract. Further claims by the Customer that are based on late delivery shall be excluded, unless the late delivery is due to a willful or grossly negligent breach of contract for which we are responsible. If a delivery deadline is exceeded as a result of a breach of contract which is caused by gross negligence attributable to ourselves, our liability for damages incurred once the aforementioned period of grace has expired to no avail shall be limited to the foreseeable loss or damage typically occurring.

4. Call-Off Orders

For call-off orders, each part-shipment shall legally be deemed a separate transaction. If a final date has been agreed, the Customer may no longer demand delivery after such date has expired. We must be allowed a reasonable period for handling each call-off order.