

General Conditions of Sale, Delivery and Payment

Article 1 - Scope

1. These terms and conditions apply to all our transactions.
2. Derogation from the provisions of these General Conditions shall only be permitted in so far as they have been expressly confirmed by us in writing.
3. Derogations confirmed in writing shall only apply in each individual case and to each individual transaction insofar as these have been confirmed by us in writing, and shall have no retroactive effect, nor shall they apply to any further transactions, unless specifically renewed and confirmed by us in writing.
4. Purchase Conditions of the Customer, if applicable, shall only apply in so far as they are in accordance with the present conditions, conditions stipulated in our price lists, catalogues, circulars and any other derogation from the present conditions, agreed between the Customer and ourselves.
5. The placing of an order or the issuing of instructions implies acceptance by Customer of these terms and conditions.

Article 2 - Offers and deliveries

1. All offers and delivery times shall be without engagement. All information contained in our price lists and other publications, including inventory lists, constitute a general representation of our product range and have no binding effect upon us.
2. Copyright and rights granted in respect of designs, drawings, illustrations, quotations or otherwise, issued with our offer, shall at all times be retained by us. The documents will remain our property and may not be reproduced, copied, released to third parties or published or used in any manner whatsoever.
3. All orders received by our representatives by telephone, fax or by e-mail shall have a binding effect upon us, unless we notify the Customer within eight (8) days of receiving the order that we are unable to accept the order. Such notice shall be without prejudice to Customer's obligation from the time of placing the order. We cannot vouch for the correctness of orders received by telephone.
4. In the event of the Customer placing an order without accurately stating the product number and description in accordance with our price list, or in the event of the Customer placing a verbal order, or an order by fax or e-mail, the Customer is obliged to accept the delivery and to settle the invoice amount, if and insofar as the delivered goods are of the same sort as the ordered goods. If the delivered goods are not of the same sort as the ordered goods, all costs incurred as a result of any inaccurate, incomplete or unclear description shall be borne by the Customer.
5. All goods are subject to stock availability and inventory validation. Terms of delivery are by approximation only. Exceedance of a delivery time does not entitle the Customer to dissolve the agreement, unless the Customer has issued a written notice of default, granting a minimum period of fourteen (14) days within which to deliver, and delivery has failed on two separate occasions over this 14-day period.
6. We assume no liability for failure to fulfil, to fulfil correctly or to fulfil on time any delivery obligation owing to circumstances beyond our control (*Force Majeure*). The term *Force Majeure* shall also be understood to mean late delivery or non-delivery of goods to us by third parties.
7. If the goods are ready for shipment and delivery, and the shipment or delivery to the ultimate destination is delayed for reasons beyond our control, we reserve the right to pass on the costs of storage to the Customer; all risk and costs associated therewith shall be borne by the Customer.

8. The following additional provisions shall apply to call-offs: In the case of orders involving continuous deliveries, we are to be provided with call-offs and gradins in approximately equal quantities and over approximately equal delivery periods. The last specification must reach us no later than four (4) weeks before expiry of the agreed term. By exceeding the aforementioned date, the Customer shall be deemed to be in breach or default, without notice of default being required. In such instance, we reserve the right to:
 - a. Consider this Agreement as dissolved, without giving notice of default and without judicial intervention, irrespective of our further right to damages.
 - b. To order the dissolution of the agreement in accordance with Section 6:265-272 of the Netherlands Civil Code, without prejudice to our right to claim compensation of costs, compensation for lost profit and price reductions, if applicable, without prejudice to the provisions of Articles 3 and 6 respectively.
9. We reserve the right to deliver the ordered products in consignments and to invoice the delivered products separately.

Article 3 - Retention of title

1. All goods not yet processed or sold on to third parties are delivered subject to retention of title, irrespective of their location. The Customer shall be obliged to safeguard their safety until the Customer has settled his payment obligations and/or fulfilled his purchase commitments in full regarding those products delivered under this Agreement or any other agreements concluded with us, including the payment of interest and costs are referred to in Article 2, paragraph 8, subsection b.
2. As long as the Customer has not fulfilled his payment obligations in full, the Customer may not process or pledge the goods or transfer the ownership of or grant third parties any right to the goods, except within the context of its normal business operations, which excludes delivery to a third party to the site of the third party.
3. The Customer shall notify us forthwith of any claims or attempts made by third parties to acquire or take control of all goods which are subject to retention of title.
4. As long as the goods are not fully paid for and the Customer has not fulfilled his obligations towards us, we are irrevocably entitled and authorized to attach all goods, which are included under the retention of title pursuant to this Article and which are still in the possession of the Customer, without legal intervention.
5. Subsequently, the Customer grants us or an authorized representative at all times access to the areas where the goods delivered subject to retention of title are kept, to safeguard their safety.
6. In the event of a breach of the above provisions, the purchase price, irrespective of any other stipulation, will be payable forthwith in full.

Article 4 - Transportation

1. The choice of the means of transportation shall be at our discretion, without assumption of liability. The goods shall be dispatched by carrier or our own transport. If the goods are delivered with another means of transport, the Customer shall owe the extra transportation costs.
2. Unless otherwise agreed, the cost of transporting the goods to the Customer's warehouse shall be borne by us; the goods shall immediately after they have left our warehouse or our supplier's warehouse travel at the risk of the Customer, even if the carrier for the shipments originating with us demands a statement on the waybill that all damage during transport is at the sender's risk.
3. Shipments with a net value above € 500,00 excl. Dutch VAT [BTW] are sent postage paid, with the exception of certain cases determined by us.
For shipments with a net value of less than € 500,00 an additional fee shall be charge, the minimum being € 20,00.
4. The goods will only be insured in case of a written request by the Customer, at the Customer's expense.

5. If shipment is delayed due to the Customer the risk passes on to the Customer when the consignment is ready for shipment.
6. We shall only transport the goods to the Customer's warehouse across an appropriately driveable site. The Customer is obliged to take receipt of the goods from this site, and unload the goods immediately. If the Customer remains in default in this respect, the resulting costs will be charged to the Customer.
7. To qualify for reimbursement, goods must be returned carriage paid within 14 days from invoice date, stating the invoice date and number, and subject to our prior approval in accordance with Article 7, paragraphs 10 and 11. Any packing materials provided at the special request of the Customer shall not be taken back; neither shall the Customer be reimbursed for such material. Any return shipments, including those that have been approved, shall be at the Customer's sole risk and expense.

Article 5 - Prices

1. All prices stated in our quotations are guide prices only, unless the contrary is expressly implied.
2. Every sale will be made under the express condition that, in case of changes in freight charges, import duties, government levies, taxes wage bills and so forth, the price or prices which were based on cost factors applicable at the time when the sale was concluded shall be increased to reflect such changes in freight charges, import duties, government levies, taxes import taxes wages.
3. We reserve the right to increase product prices periodically to reflect a weakening Euro or price increases between the time of the order being placed and payment being effected.

Article 6 - Payments

1. Payment is due fourteen (14) days from the invoice date. Also in case of partial deliveries, the agreed invoice amount is to be paid for the partial delivery within 14 days, without discount or compensation, at or offices or credited to our giro or bank account.
2. Payments shall only be deemed valid if effected in accordance with the above provisions, or if accompanied by a receipt signed by a representative, registered in the Commercial Register and duly authorized to bind us.
3. By exceeding the aforementioned date, the Customer shall be deemed to be in breach or default of payment, and from the due date of the invoice shall be subject to an annual interest charge of 12% on the full outstanding amount for loss of interest incurred as a result of the breach, where a part-month is considered a full month.
4. If only partial payment is made without our express written permission, we shall reschedule the accrued outstanding amount. Any additional costs incurred by us as a result of the Customer's default shall be borne by the Customer.
5. By paying the purchase price in total within eight (8) days from the invoice, the Customer shall be eligible for a percentage discount; such discount must be expressly agreed beforehand.
6. If and insofar as payment is not made within the aforementioned 14 days, the Customer is in default without any warning or notice of default being required. In such instance, we reserve the right to consider all existing agreements with the Customer as dissolved by operation of law, without judicial intervention, and to notify the Customer accordingly of our intention to dissolve such agreement(s). If we do not notify the Customer of our intention to dissolve all existing agreements, we reserve the right to suspend the fulfilment of our obligations under the agreement.
7. All costs associated therewith, including collection charges, bailiff's expenses, lawyers' fees, both judicial and extrajudicial, incurred by us to ensure the Customer's compliance, shall be borne by the Customer. The set level of extrajudicial collection costs is at least 15% of the principal amount owed, with a minimum of € 500,00.

8. In the event that we file a bankruptcy petition against the Customer, the Customer shall be obliged to pay all costs associated therewith, in addition to the purchase price, interest and collections costs stated in paragraph 4 of this Article.
9. In the event of delivery to two or more Customers, each Customer shall be liable jointly and severally for fulfilment of all obligations under the Agreement.
10. In the event of the Customer's bankruptcy, suspension of payments, death, the application of the Debt Rescheduling Natural Persons Act [Dutch: Wet Schuldsanering Natuurlijke Personen], or in the event of the Customer being placed in receivership pursuant to a statutory provision, seizure on (part of) the company property or goods designated for the implementation of the Agreement, liquidation or takeover or any other comparable situation facing the Customer, or the Customer's failure to fulfil its obligations promptly, the Customer shall be obliged to pay all amounts due, without notice of default being required.
11. Each of the cases set forth in the preceding paragraph absolve us from all our obligations arising from the agreement vis-à-vis the Customer, notwithstanding the Customer's obligation to pay for all the goods delivered and without prejudice to our right to full compensation of all costs and damages, including loss of profits, the latter also being applicable in respect of any goods taken back in accordance with the provisions of Article 3. Additionally, all claims we might have or acquire in respect of the Customer by reason of the aforementioned cases will be fully due and payable with immediate effect, without notice of default being required.
12. Supplier is obliged, on Client's first demand, to furnish security for the fulfilment of its contractual obligations. The claims the Client might have or acquire as a result of dissolution of the Contract, including its claim, if any, for compensation of losses and costs, shall be immediately due and payable in full.
13. We reserve the right at all times, including in respect of sales that are subject to other conditions, to offer Cash-On-Delivery shipments or demand advance payment. C.O.D. consignments are payable at sight. If the Customer fails to or refuses to pay the C.O.D. amount via the requested instrument, proof of which is by way of a written declaration between the Customer and ourselves, issued by the carrier, the purchase price shall be payable forthwith and in full, without any obligation on our part to offer the refused goods for re-delivery.
14. The Customer is obliged, also in case of the indebtedness being disputed, to pay the purchase price in full and to credit our bank account accordingly. We reserve the right to claim the latter in interlocutory proceedings, if so required.

Article 7 - Complaints

1. Any complaint, irrespective of the reason or the cause, should be lodged in writing to us, by registered letter, within eight days of receipt of the goods, under penalty of cancellation of the Customer's right of recovery.
2. The Customer is responsible for issuing complaints in a timely fashion. The Customer shall bear the full burden of proof relative to any foundation of a claim, specifically the defect itself, and shall additionally be obliged to prove that the goods in question are the same as the goods ordered, and are in the same state as when they left our warehouse or the warehouses or factories belonging to a third party. Any claim must be accompanied by a written specification stating the invoice date and number pertaining to the delivered goods.
3. The aforementioned term of eight (8) days following delivery shall be lengthened to thirteen (13) weeks following delivery in those instances, where the claim relates to defects which only came to light when the goods were put into use; The Customer shall bear the full burden of proof relative to any foundation of such a claim.
4. Complaints in respect of shortages, deviations from stated specifications, or visible damage shall furthermore be stated by the Customer on the proof of receipt, all this to confirm that the complaint existed at the time of delivery of the goods.
5. In respect of shortages, differences in dimensions or sizes, or damage, shall only be acknowledged if we are given the opportunity to inspect the delivered goods in their original condition and in their original packing.

6. Complaints shall not give the Customer the right to suspend his payments. If the complaint is well-founded, Wolverine Tube Europe will, at its discretion, pay reasonable damages of no more than the invoice value of that part of the delivered goods subject to complaint or replace the goods following the return of the originally delivered goods. We shall not be held to pay any further damages nor be held to pay any indirect damages, unless the damage has been caused by our own intent or gross negligence.
7. In respect of complaints each partial delivery shall be considered separately. By handling or processing delivered goods in whole or in part, all rights to lodge complaints shall lapse, except in case of defects that can appear only after handling or processing.
8. If we have failed to perform all or any of our obligations under the Agreement, we shall only be liable to rectify such defect or, in so far as we are deemed to be in breach of contract, to take back the delivered products and refund the purchase price, at our discretion.
9. We assume no liability for any direct or indirect loss or damage that are the consequence of incorrect deliveries or hidden defects to the delivered goods; neither do we assume liability for any advice or recommendations which we are obliged or not obliged to issue in relation to the concluded agreement. The Customer indemnifies us for claims of third parties in this respect.
10. The Customer shall never have the right to refuse to take receipt of the delivered goods or to send them back, unless we have agreed to that in writing beforehand. All products must be returned, carriage paid, to our address within 10 (ten) days of such approval being granted. The Customer is obliged to store reclaimed products carefully and, if such products are returned to us, to ensure they are packed correctly and protected whilst in transit. The Customer remains liable for damage caused by or in connection with his negligence in this respect.
11. If the Customer sends goods back without us having agreed to that in writing, and we nevertheless accept the goods, this shall at all times be for the risk and account of the Customer. The shipment shall as then for the risk and account of the Customer be stored by us and kept at the disposal of the Customer, and this shall not be construed to constitute an acknowledgement of the correctness of any complaints.

Article 8 - Disputes

These General Conditions and all our offers and agreements, including deliveries overseas and ensuing legal relationships, shall be exclusively governed by the law of the Netherlands. All disputes, including simple monetary claims arising from or in connection with this Agreement, including those which are only regarded as such by one of the parties, shall be settled through arbitration by the competent court at Rotterdam.

Article 9 - General Conditions of Sale, Delivery and Payment

All preceding General Conditions of Sale, Delivery and Payment shall cease to apply.

Hellevoetsluis, 01 Septembre 2019