

TERMS AND CONDITIONS OF SALE AND DELIVERY

(International / other countries)

MISAPOR

1. PRICES

For all orders, the prices charged shall be those current on the date of delivery. Prices do not include value added tax (VAT).

2. PRICE COMMITMENT

Prices are based on the quantity stipulated in our order confirmation. We reserve the right to make price adjustments if more than the difference between ordered and procured is higher than 10%.

3. SHIPPING

Loose or in big-bags. We accept no liability for delivery delays due to lack of transport or shortage of warehouse space, insufficient supply of raw materials or an unexpected increase in demand. Delivery dates are set by mutual agreement. Non-delivery or late delivery neither entitles the purchaser to withdraw their order nor to make any other claims. The recipient is responsible for ensuring that the unloading point is accessible for the appropriate vehicles. Construction site access must be unencumbered and consist of solid ground suitable for heavy-duty lorries (16 m semi-trailers, large articulated lorries).

4. CONTAINERS / BIG-BAG'S

MISAPOR cellular glass is delivered in non-returnable 2 or 3 cubic metre big-bags. An extra charge is made for non-returnable big-bags at a rate of EUR 5 per cubic metre for 2 m³ bags and EUR 4 per cubic metre for 3 m³ bags. Non-returnable big-bags become the property of the purchaser. The purchaser alone is responsible for proper disposal of big-bags.

Big-bag packaging containers are designed exclusively for filling with MISAPOR glass foam gravel. Storage of full big-bags is restricted to 6 months and must be carried out professionally. Containers should be protected from UV radiation by sunlight. If a crane hook is used then it must be attached to all 4 transport lugs. The use of big-bags in any other manner shall relieve MISAPOR of all liability.

5. CANCELLATION / POSTPONEMENT OF DELIVERIES

If the recipient/customer cancels or postpones a delivery less than 48 hours before the agreed delivery time, then any resultant expenses will be invoiced. MISAPOR will accept no liability for any delivery delays caused by circumstances outside their control.

6. EXPRESS DELIVERIES

An express surcharge of EUR 250 will be invoiced on deliveries subject to less than 48 hours' notice.

7. SET TIME DELIVERIES

Delivery dates are generally understood to be for some time during the day. A surcharge of EUR 60 will be charged per lorry for fixed time deliveries. If a fixed delivery time proves impossible due to circumstances outside the control of MISAPOR (e.g. traffic jam, vehicle breakdown, etc.) then the surcharge laid down in paragraph 7 will not be invoiced. All other provisions of the agreement remain unaffected thereby.

8. UNLOADING

Unloading of the goods delivered shall take place at the recipient's cost and risk. The recipient shall therefore ensure that adequately trained staff as well as the appropriate unloading equipment are available on site. The goods shall be deemed to have been accepted once unloaded. The beginning of the unloading time shall be calculated from arrival at the unloading point or else from the agreed time. A special surcharge will be levied for difficult access conditions.

The provisions set out in paragraph 8 shall apply to all the following unloading alternatives.

8.1 UNLOADING FROM A LORRY WITH MOUNTED CRANE

Transport organised by MISAPOR is usually offered with a crane vehicle or else a flat-rate supplement of EUR 250 is payable. Any transfer work (please pre-register early) using crane vehicles supplied by us will be charged extra.

8.2 UNLOADING LOOSE MATERIAL WITHOUT MISAPOR UNLOADING CLOTH

The unloading time included in the price for lorries up to 45m³ (without unloading cloth) is a maximum of 30 minutes. The unloading time included in the price for lorries up to 90m³ (without unloading cloth) is a maximum of 60 minutes.

8.3 UNLOADING LOOSE MATERIAL WITH MISAPOR UNLOADING CLOTH

When unloading using MISAPOR unloading cloth, the recipient must provide a crane with operator, a 4-way hooked suspension, and one extra person, all free of charge.

The surcharge for unloading using MISAPOR unloading cloth is EUR 2.50 per m³. This surcharge shall apply even if the MISAPOR unloading cloth was ordered but not used.

The unloading time included in the price for lorries up to 45 m³ (with MISAPOR unloading cloth) is a maximum of 60 minutes.

The unloading time included in the price for lorries up to 90 m³ (with MISAPOR unloading cloth) is a maximum of 120 minutes.

8.4 MAKING USE OF ON-SITE UNLOADING CLOTHS

When using on-site unloading cloths the unloading time is as per paragraph 8.2. Any additional time required for unloading will be charged at EUR 50 per quarter of an hour.

8.5 UNLOADING CONTAINERS / BIG-BAG'S

When unloading containers or big-bags, the recipient must provide a crane with operator, a 4-way hooked suspension, and one extra person, all free of charge. The suspension hooks must be attached to all 4 transport lugs.

The unloading time included in the price for lorries up to 40 m³ (with big-bags) is a maximum of 30 minutes.

The unloading time included in the price for lorries up to 80 m³ (with big-bags) is a maximum of 60 minutes.

Any additional time required for unloading will be charged at EUR 40 per quarter of an hour.

9. SEVERAL UNLOADING POINTS

For transport orders with multiple unloading points, a surcharge of EUR 100 will be applied to the second and each additional unloading point.

10. WAITING TIME

For deliveries with no set time on the day, the lorry must be unloaded within 30 minutes of arrival at the unloading point. 15 minutes for fixed-time deliveries. Any additional waiting time will be charged at EUR 40 per quarter of an hour.

11. RETURN OF MATERIALS IN BIG-BAG'S

Goods in big bags that were ordered in excess or are not required will only be taken back if they are in perfect condition and the delivery containers (full containers or big-bags) have not been opened. A credit of 50 % of the price of the returned goods will be deducted to cover costs. Any additional loading, transport and other additional costs will be invoiced in addition.

12. RETURN OF LOOSE MATERIALS

Materials will not be taken back once unloaded. Any part quantities that have not been unloaded may be returned to our depot at customer's cost. The quantity returned will be measured in our depot and confirmed by a return delivery note.

A credit of 50 % of the price of the returned goods will be deducted to cover costs. Any transport and other additional costs incurred will be invoiced in addition.

13. COMPLAINTS

The purchaser shall report any qualitative or quantitative complaints regarding MISAPOR products or containers, or other discrepancies, immediately, i.e. on the same day to the supplier in writing. Any complaints made after that are unacceptable. If there is transport damage then reservations must be made before unloading. If transport is by rail then an official railway operator's statement of facts must be obtained.

14. CALCULATION OF REQUIRED QUANTITIES

Details of average quantities required are given without guarantee. The person placing the order shall be responsible for calculating the exact quantities needed. Additional costs for subsequent deliveries are to be borne by the customer. The provisions set out in paragraphs 11 and 12 shall apply to any excess goods returned.

15. LIABILITY

All liabilities shall be transferred to the recipient on acceptance of the goods.

16. CHANGES IN PRICING

We reserve the right to change pricing at any time. Price increases require no prior notification if due to raw materials, suppliers, transport costs or exchange rate changes or similar circumstances.

17. SIZE AND WEIGHT DATA

Size and weight data are not binding and may be changed at any time. Sizes and weights are subject to tolerances and may vary. When transported by MISAPOR, material (in particular, loose material) can suffer a loss in volume of around 5% due to reduced cavity between the glass foam granules.

18. PAYMENT TERMS

Our invoices are due for payment net within 30 days, unless any other agreement has been reached in writing on confirmation of the order. MISAPOR is entitled to demand refund of any unauthorised discounts. From expiry of the payment period, the purchaser shall owe MISAPOR default interest of 6 %.

19. SCOPE

On placing the order, these terms and conditions of sale and delivery shall apply and are deemed as accepted as the basis for the relationship between the purchaser and MISAPOR.

20. EXTENDED RETENTION OF OWNERSHIP

The purchaser is authorised to resell our goods as a regular business on a reserved ownership basis. The purchaser hereby assigns all claims arising against third parties in advance to us in the amount of the respective invoice value (including VAT). Irrespective of this assignment, the purchaser remains entitled to collect receivables.

21. PROJECTS AND STUDIES

Projects and studies remain the property of the supplier and shall not be passed on nor made available to third parties.

22. JURISDICTION CLAUSE

The place of jurisdiction shall CH-7205 Zizers (Canton of Graubünden).
Applicable law: Swiss law.

valid from 01.2018