

GENERAL CONDITIONS OF SALE

1. These General Conditions of Sale are applicable to all sales and supplies of goods made by Aludium, unless otherwise agreed in writing.
2. The Acceptance Order sent by Aludium to the Customer is the confirmation in writing of the order placed by the Customer and the terms under which the delivery of the goods will take place, including price. All changes need to be confirmed in writing by the parties.
3. All costs arising from modification, alterations and/or cancellations on Customer's side of any Acceptance Order that has already been confirmed, shall be charged to the Customer in accordance with the costs stipulated by Aludium's Accounting Department.
4. Aludium warrants that the goods will meet the description stated on the Acceptance Order. Any further warranty concerning merchantability or fitness of the goods for a particular purpose is excluded. Aludium's liability shall be limited to the price of the concerned goods, as set in the Acceptance Order. Under no circumstances Aludium shall be liable for indirect or consequential damages, nor for lost profits.
5. The Customer must assume the risks deriving from the use of the goods or from their sale to third parties.
6. The general warranty period for the products is 1 year from the date when Customer receives the goods. The warranty period of sheet and coil products covered with plastic foil is limited to 6 months from the date when Customer receives the goods due to the potential ageing of the glue and/or protective plastic foil.
Corrosion damages that are not visible in the packed condition of the goods shall be considered for acceptance within 90 days from the receipt of the material. Actual acceptance shall be subject to the judgment of Aludium. Water stain claims will not be honored if the Customer was responsible for the transportation of the metal.
If the applicable warranty period has expired, Aludium will not accept Customer's claim for damages.
Customer must check material at the arrival, and store and protect material properly at all times.
If upon receipt of the goods damage (e.g., transportation damage, water stains etc.) is detected, then this damage must be described on the transportation document prior to getting the shipper's acknowledgement signature. Customer must claim the damages as soon as possible. The claim must be accompanied with samples, shipping documentation, photos and/or videos, an estimated amount of the damages, order number, order position number, pallet number and labels of the original package. All goods involved in the claim must be made available for inspection by Aludium, either for return or for on-site visit. Goods must be blocked for use until Customer receives further instructions from Aludium.
Aludium does not accept responsibility for damages caused by improper handling, use or storage of the goods, nor for damages caused by machinery, products or services not recommended or supplied by Aludium.
Aludium does not accept responsibility for damages that can occur as a result of further transformation by the Customer (e.g., punching, forming, machining, slitting, levelling, etc.), which affects the original aspect and metallurgical properties of the delivered material.
7. Goods continue to be the property of Aludium until they have been paid for in full.
8. Aludium reserves the right to request from the Customer, at any time, a guarantee to ensure the payment of any order, as soon as the Customer's solvency condition gives rise to such request. If the Customer does not provide such a guarantee, Aludium may cancel the concerned order wholly or partly, as well as the entire contract, as such occasion arises.
9. Neither party shall incur in breach of contract by reason of the impossibility of fulfilling its obligations due to circumstances of force majeure, although the affected party must immediately notify the other in writing of this situation. If the circumstance of force majeure is prolonged for more than 30 days, each party may cancel the agreement, provided that said communication has taken place in writing.
Force majeure means, for example and without limitation of any kind:
Mobilization, acts of war and/or sabotage, revolutions, strikes, lockouts, acts of terrorism, lack of or unsuitable raw material, fire, floods, storms, weather conditions and other external atmospheric phenomena which results in interruption in production/deliveries by Aludium.
10. If the Customer defaults with a payment, all amounts owed to Aludium, including those for which a deferred payment plan has been agreed, shall fall due immediately. In these events, Aludium shall be entitled to request from the Customer any guaranty or security it deems necessary before making further deliveries. If the Customer does not accept the granting of the requested guarantees, then Aludium may, without prejudice to its further rights, terminate the contractual relationship existing with the customer.
11. Overdue amounts will be subject to monthly surcharged default interest. The interest percentage equals the legal interest percentage of the country in which Aludium's supplying plant is located.
12. For any dispute which might arise from this contract, the governing law shall be the law of the country in which Aludium's supplying plant is located.
13. All costs, including attorney's fees which Aludium incurs until the collection of the debt owed by the Customer, will be paid by the Customer. Likewise, the costs for the guarantees that Customer presents (including exchange documents), will be paid by the Customer.
14. Shipping tolerances: according to the order confirmation.