

General Terms and Conditions

1. Our quotations are not orders. The contract is to be made at the time of our written confirmation of order or through the execution of the order by dispatch of goods.

2. Unless we specifically agree in writing to any variation deliveries will be made subject to these general conditions of sale which will remain in force for all future supplies even without further notification and over-ride any other terms or conditions stipulated or referred to by the purchaser.

3. Price Adjustments

Plastrans shall reserve the right to change the prices, without prior notice, due to impose taxes, charges premiums, etc. for completed agreements but where delivery has not yet taken place.

4.1. Payment

The purchaser shall pay all invoices within 30 days from the invoice date at the address indicated on the invoice unless otherwise stated on the invoice.

4.2. Payment after date of maturity shall entitle Plastrans to an overdue interest at a rate equal to (a) 2 % per month.

4.3. The place of payment is Linz/Austria unless otherwise agreed in exceptional cases.

5. Delivery

Deliveries from Plastrans are in accordance with the international rules for the interpretation of trade terms published by the International Chamber of Commerce. Paris (Incoterms 2020).

5.1 In case of sales on FCA basis Plastrans is entitled to calculate the penalty amounting to 1€/to per day, if the Buyer does not take over the goods by the seventh calendar day from the agreed date of collection.

6.1. Inspection

Within 7 days excluding Sundays and public holidays, from delivery of the products, the purchaser shall carefully examine the products delivered and inform Plastrans in writing if the products are found defective in any respect.

6.2. Any defect, which cannot be discovered, despite careful examination in accordance with clause 6.1., must be notified immediately upon disclosure.

6.3. Failure to inform Plastrans in time about alleged defect shall be conclusive that Plastrans has satisfactorily performed and that the products have been accepted.

7. Product Liability

Plastrans shall only be liable for damage due to product liability according to mandatory rules of applicable law and thus the liability of Plastrans shall be restricted in all respects as much as possible under such law.

8.1. Limitation of Liability

Plastrans does not assume any responsibility for products being suitable for any particular purpose unless Plastrans in writing approved such suitability.

8.2. Plastrans does not furnish any guarantee that the purchaser, in using, reselling or handling the product is not infringing any third party's, registered trademark or any immaterial right, and is not liable in any way to compensate the purchaser for damage and costs incurred by such infringement.

9. Force Majeure

Scheduled delivery dates shall be extended for delays by any cause beyond Plastrans reasonable control including but not limited to industrial actions, fire, plant break-down, embargo, requisition material, energy or transport restrictions and deficiencies or delays in deliveries from Plastrans suppliers and sub-suppliers due to any of the aforesaid events.

10. Applicable Law and Venue

All disputes arising out of contracts with Plastrans Petrochemicals shall be subject to arbitration. Prior to actual arbitration proceedings ADR shall be desired. Furthermore, all proceedings shall be governed by VIAC Rules and subject to the laws of Austria.

11. Retention of Title

Should delivery have been made before payment of the whole sum payable in accordance with the invoice has been effected, the products shall, to the extent permitted by the law of the country where the products are situated, remain the property of Plastrans until such payment has been effected.

12. Partial Invalidity

If any of the provisions of these General Terms becomes invalid, illegal or unaffordable the validity of the remaining provisions shall not in any way be affected or imparted.