

General Terms and Conditions of Sale

CC Lubricants Ltd General Terms and Conditions of Sale shall be applicable to all offers, order confirmations and deliveries by CC Lubricants Ltd and shall form an integral part of the sales agreement between CC Lubricants Ltd and the purchaser. Notwithstanding any statement to the contrary, in writing or otherwise by purchaser, no purchase conditions of purchaser shall be applicable or shall set aside the CC Lubricants Ltd General Conditions of Sale unless expressly agreed in writing by CC Lubricants Ltd.

Article 1 – General

1. The General Terms and Conditions of Sale contained herein (“General Conditions”), shall apply to:
 - I. all offers, quotations and Order Confirmations as hereinafter defined issued by CC Lubricants Ltd and
 - II. all Agreements (Sales Agreement) as hereinafter defined between CC Lubricants and any prospective buyer (“Buyer”).
2. “Order Confirmation” shall mean the written confirmation by CC Lubricants Ltd to sell or supply to the Buyer the products and/or services described therein. “Purchase Order” shall mean the written or verbal order by Buyer to purchase from CC Lubricants any products and/or services.
3. An agreement (“Sales Agreement”) shall be entered into if and when:
 - I. CC Lubricants has confirmed the Agreement and accepted the related Purchase Order in writing by means of an Order Confirmation, or
 - II. if CC Lubricants Ltd. did not send an Order Confirmation, but has begun to provide the products and/or services and the Buyer did not immediately object.
4. CC Lubricants Ltd. may withdraw its offers and quotations without notice at any time before an Agreement between CC Lubricants Ltd. and the Buyer comes into existence.
5. Upon entering into an Agreement with CC Lubricants Ltd. the Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless CC Lubricants Ltd. expressly agrees otherwise in writing, the Order Confirmation, Agreement and General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer. No variations or waivers relating to the Order Confirmation, Agreement or General Conditions shall be valid unless agreed to in writing by CC Lubricants Ltd.

Article 2 – Prices

1. At any time before the conclusion of an Agreement, all of CC Lubricants Ltd.'s offered, quoted, published or notified prices are non-binding and are subject to alteration at any time without prior notice and, without limitation, may be altered to reflect any increase in cost to CC Lubricants Ltd. caused by the imposition or levying by any governmental or other authority of any country of any import or other duty, tax or charge.
2. In case of any increases in prices of energy, raw materials or other materials necessary for the manufacture of the goods ordered by purchaser and occurring prior to the agreed date of delivery, CC Lubricants Ltd shall have the right to increase the price of the goods ordered accordingly, provided that the purchaser shall have the right to cancel the sales agreement prior to delivery to site.
3. Unless expressly described otherwise in the Agreement, all prices are quoted exclusive of taxes and duties, and unless explicitly expressed otherwise include delivery to site.
4. All sales shall be invoiced
 - I. inclusive of all applicable duties, taxes, levies and other charges; and
 - II. at any time after the applicable products and/or services have been dispatched or supplied by CC Lubricants Ltd. or at such other times as may be specified in the Agreement or otherwise agreed by CC Lubricants Ltd. and Buyer in writing.

Article 3 - Terms of Payment and Credit

1. All invoices of the CC Lubricants Ltd shall be paid by the Client within thirty (30) days from the end of month unless otherwise agreed in writing by CC Lubricants Ltd.
2. All payments shall be made in the currency stated on the invoice, within the time period stated on the invoice or otherwise as may be specified in the Agreement or otherwise agreed by CC Lubricants Ltd. and Buyer in writing and CC Lubricants Ltd. reserves the right to require full or partial payment in respect of any products or services in advance of delivery of the products or performance of the services and/or to otherwise obtain security for payment. All payments shall be made in full without any deduction or set-off for any reason whatsoever, unless specified otherwise in the invoice. Buyer shall not be entitled to suspend its payment obligations.
3. Without prejudice to any other contractual or statutory rights of CC Lubricants Ltd., CC Lubricants Ltd. may charge interest on any overdue payments at the rate of 3% per annum (calculated daily) from the due date until the actual date of payment. Buyer shall also be liable for all costs (including legal fees incurred in collecting overdue payments. CC Lubricants Ltd. may also withhold or delay the supply of products and services to Buyer until any overdue payments have been paid by Buyer.

Article 4 – Delivery, Title and Risk

1. CC Lubricants Ltd. will make every endeavour to deliver products and/or services within 48 hours or as otherwise agreed by CC Lubricants Ltd. and the Buyer in writing. CC Lubricants Ltd. shall not be liable for failure to do so for any reason. CC Lubricants Ltd. is entitled to make partial deliveries.
2. CC Lubricants Ltd.'s weights and measurements shall govern unless proven to be incorrect.
3. Buyer shall inspect the products and/or services immediately for quality and quantity upon delivery thereof by CC Lubricants Ltd. Any complaints about the products and/or services, or a shortage thereof, shall be notified to CC Lubricants Ltd. within 2 working days after the delivery date. If no such notification is received by CC Lubricants Ltd. within such time limit, all products and/or services shall be deemed delivered in the agreed quantity, free from visual damage.
4. Title to and ownership of all products supplied by CC Lubricants Ltd. shall not pass to Buyer until final settlement in full of the sales price and all other sums due to CC Lubricants Ltd. in respect of all products supplied by CC Lubricants Ltd.
5. Risk of loss of, and damage to, the products shall pass to Buyer upon delivery to Buyer.
6. The Buyer hereby is authorised to use the goods delivered in the ordinary course of business and/or to resell the goods in the ordinary course of business to a bona fide re purchaser.

Article 5 – Equipment

Unless otherwise agreed in writing:

1. Title to and ownership of all equipment made available to the Buyer by the CC Lubricants Ltd. on a lease, testing or any other basis, shall remain with CC Lubricants Ltd.
2. risk of loss of, and damage to, such equipment shall pass to Buyer upon delivery of such equipment to Buyer and Buyer shall take reasonable care of such equipment and use it in accordance with all instructions and recommendations; and
3. Buyer shall deliver to CC Lubricants Ltd. or make available for collection by CC Lubricants Ltd. in accordance with CC Lubricants Ltd.'s instructions such equipment in the same condition as when it was first delivered to Buyer.

Article 6 – Health, Safety and Environment Risk

1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the human health and/or the environment.
2. Buyer shall familiarise itself with and shall be responsible to keep itself as well as all persons involved in the handling of the products fully informed with regard to the nature of any such health and/or environmental risks and with regard to the proper and safe handling of the products.

Article 7 – Warranty

1. CC Lubricants Ltd. warrants that the products and/or services supplied by CC Lubricants Ltd. and paid for by Buyer shall at the time of delivery or supply conform to the technical specifications set forth in the Agreement. CC Lubricants Ltd. gives no other warranties, express or implied, with respect to any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are expressly excluded to the fullest extent permitted by law.
2. Where the products and/or services supplied by CC Lubricants Ltd. and paid for by Buyer do not conform to such technical specifications at the time of the delivery or supply and Buyer notifies CC Lubricants Ltd. in accordance with Article 4, CC Lubricants Ltd. shall at its expense either replace any non-conforming products or remove product and credit the Buyer for the invoice value of the applicable non-conforming products and/or services.

Article 8 – Liability

1. Subject to Article 7, any liability on the part of the CC Lubricants Ltd., contractual or otherwise, shall be limited to:
 - I. The remedies set forth in Article 7.2 if the Agreement solely relates to the delivery of products,
2. The Buyer shall indemnify and hold harmless the CC Lubricants Ltd. from any third party claims made in connection with the implementation of any Agreement.
3. Subject to Article 7 CC Lubricants Ltd. shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profit or revenue and damage to reputation or goodwill).
4. Nothing shall restrict CC Lubricants Ltd.'s liability for death or personal injury caused by the negligence of CC Lubricants Ltd. or its employees.

Article 9 - Entrance Control, claims, notification

1. Any claims concerning the quality or quantity of the goods delivered shall be made by the purchaser within 7 days from the date of receipt of the goods and shall be based on a representative sample of the goods at the time of delivery. Goods resold, taken into tank storage or into use without prior product identification are deemed to be accepted by the Buyer. No goods shall be returned to CC Lubricants Ltd without prior written consent of CC Lubricants Ltd.

Article 10 - Force Majeure

CC Lubricants Ltd. will not be responsible for any delay or failure to fulfil any term or condition of any offer, quotation, Purchase Order, Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any event which is beyond the control of CC Lubricants Ltd., including but not limited to:

- i. strikes, labour disturbances,
- ii. unavailability or shortage of raw materials or auxiliary materials,
- iii. transportation problems,
- iv. in cases, where CC Lubricants Ltd. itself is not the manufacturer of any product, or provider of any service, sold to Buyer, failure by its regular CC Lubricants Ltd. for any reason to supply such product or service as well as modification of such product by the manufacturer which was not foreseen by CC Lubricants Ltd. at the time of the offer, quotation, Purchase Order, Order Confirmation, Agreement or other obligation.

Article 11 – Confidentiality

Any technical, commercial, economic and other information and data concerning CC Lubricants Ltd.'s business, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, officers or employees shall be treated as confidential property of CC Lubricants Ltd. and shall not be used by Buyer except in the furtherance of the Agreement; and shall not be disclosed to others, during or subsequent to the term of the Agreement without in each instance securing the prior written consent of CC Lubricants Ltd.. Any such information provided by CC Lubricants Ltd. to Buyer in writing or other tangible media shall be returned to CC Lubricants Ltd. either upon CC Lubricants Ltd.'s first request or upon termination of the Agreement.

Article 12 - Governing Law

The construction of these conditions of sale and any sale of which they form part shall be in accordance with the law of the Republic of Ireland and only courts within the jurisdiction of the Republic of Ireland shall have the jurisdiction to hear and determine any dispute relating thereto.