

Conditions of Sale

1. Scope

These General Terms and Conditions of Sale apply to all sales through BIBUS METALS Sdn. Bhd. ("Bibus") to the customer. Any differing conditions of the customer do not apply unless they have been explicitly accepted by Bibus in writing.

2. Offers and orders

Our prices and surcharges are fundamentally non-binding. Our offers apply only for prompt decisions and are subject to the acceptance by the works. If the market situation on which prices are based should change (price increases for alloys added, customs, freight or official price increases, exchange or currency changes such as for example resetting of exchange rates and similar), Bibus is entitled to adapt prices and conditions to the changed circumstances. For goods ex warehouse or ex works depot they are non-binding. Sales and all other legal transactions in which our agents or employees are involved are only binding for Bibus if Bibus has confirmed them in writing. Customer orders ex manufacturing works are only binding for Bibus after the confirmation of acceptance in writing by Bibus.

3. Specifications

After the expiry of the set periods in the offers made by Bibus, specifications by the customer regarding the individual parts can no longer be made. Bibus will also only accept specifications with the reservation that they must also be accepted by the manufacturing works from which Bibus is acquiring the goods.

4. Payment

Invoices from Bibus are to be paid in the invoicing currency within 30 days after receipt. Afterwards, default interest of at least 6% per annum is payable, unless a higher level of default interest has been agreed. The valid date of delivery, irrespective of the arrival at the purchaser's, shall be the day of transfer of goods at the station of dispatch or at the carrier's. We reserve the right to make payment experiences available to an information portal. In the event of arrears, reminder fees and costs for other activities are charged. Bibus is also entitled to adjust the payment terms if market conditions change or in the event of negative payment experiences with a customer (e.g. by adjusting payment periods, default interest etc.); such adjustments of which Bibus has informed the customer shall form part of the contract if the customer has not objected in writing to Bibus within 14 days after receipt of the notification of adaptation. The goods supplied remain the property of Bibus until full payment has been made.

5. Delivery

Delivery dates set by the customer or stated by Bibus are not fixed dates. Delivery periods may be extended if obstacles arise that are beyond the influence of Bibus. The customer can only make a claim to Bibus for late or failed delivery if it can prove deliberate intent or gross negligence on the part of Bibus. If the customer requires test or acceptance certificates, it must inform Bibus of this by the time of the order at the latest. The costs for the certificates and acceptance tests are charged to the customer. The information obtained by Bibus in the manufacturer's works or in the warehouse on the weight and scope of the delivery are definitive for the invoicing by Bibus. The quantity of a single position is irrelevant here. The total weight of the positions is definitive. The tolerance values that apply in the manufacturing works also apply for the delivery by Bibus. If the contract is for delivery on call, the customer is to call up the contractually agreed quantity of goods in full by the end of the 12 month contractual relationship, if no other call-up period has been agreed. If the customer does not call up the goods within this period, Bibus may either (i) waive delivery of the contractual volume not called up and demand compensation (positive interest in performance of the contract), (ii) or declare withdrawal from the contract and demand compensation (negative interest in the performance of the contract) or (iii) continue to demand the acceptance of the goods not yet called up by the customer and demand damages for the delay. The customer will owe default interest on the contractual volume not called up, amounting to at least 6 % per annum if no higher default interest rate has been agreed. The customer shall also bear the risk of the accidental destruction of the goods or their accidental deterioration.

6. Transport

The transport of the goods is entirely charged to the customer, excluding any liability by Bibus for transport, shipment and packaging. Usage and risk are transferred to the customer from the manufacturing works or from the warehouse. This regulation of transfer of risk shall also apply if in an exceptional case Bibus takes on part or all of the transport costs. In all other matters, the regulations of INCOTERMS 2020 apply.

7. Warranty, complaints

The customer is to check the quality of the goods supplied within five days after receiving them. Complaints by the customer about deliveries of goods must be made to Bibus by registered letter, detailing the quantity and type, within eight days after receipt of goods or (in the case of a hidden defect) since the defect's discovery.

Once six months after the receipt of goods have elapsed, all claims for defects shall expire; only in cases of Article 199 OR (Obligationenrecht, Swiss Code of Obligations) will the warranty expire two years after the receipt of goods.

The purchaser must give Bibus the opportunity to view the goods subject to complaint in their delivered condition. If the purchaser does not meet these obligations or if the complaint of defects is made too late, the delivery is considered approved. In the event of a justified complaint of defects, Bibus can choose whether to take the unprocessed goods back and deliver replacements or to settle the reduction in value with a cash payment. **Further claims against Bibus, such as for example for cancellation of the contract, for damages, lost profit, default interest and fines, are excluded.**

8. Extraordinary events

Extraordinary events that make performance of the contract considerably more difficult or unreasonable for Bibus (such as for example generally enacted or specifically decreed official restrictions, lack of raw materials, interruption of business, strikes, war, pandemic, epidemic) and were not foreseeable at the time of concluding the contract, entitle Bibus to choose either to postpone the delivery times stated or omit the delivery entirely or in part, without this resulting in any rights for compensation or other claims by the purchaser against Bibus.

9. Data protection

The protection of your personal data and its collection, processing and use in compliance with legislation is a very important matter for us and is based on statutory provisions. Further information on data protection can be found on our website www.bibusmetals.com

10. Place of jurisdiction and applicable law

Any dispute arising out of or in connection with the delivery by Bibus shall be decided exclusively by the courts at the location of Bibus' offices. They choose the Malaysian Law of Obligations to be applicable (to the exclusion of the United Nations Convention on Contracts relating to the International Sale of Goods.)