

GENERAL TERMS AND CONDITIONS OF SALE

1. *These general terms and conditions forms an integral part of any order or agreement concluded with Galaxy Industrial Supplies in the absence of any mutually agreed special terms and conditions which is counter signed by authorized personnel from Galaxy Industrial at the time of placing the order. The act of placing an order with us implies that the contractual partner or buyer agrees with these terms and conditions and renounces its own terms and conditions, which shall not apply unless they have been countersigned by Galaxy Industrial.*
2. *The prices given in our catalogues and our quotations are indicative. Galaxy industrial shall be bound only by the prices mentioned in the order acknowledgment document.*
3. *The subject matter and scope of our obligations shall be determined exclusively on the basis of our order acknowledgement. We reserve the right to make modifications to the design and composition of our products, as well as any other modifications the customer can be reasonably expected to accept. Unless otherwise agreed upon, the terms of delivery shall be calculated from the date of the acknowledgement of order.*
5. *Any complaint related to the quality and quantity of the goods supplied should be made to us in writing with acceptable evidence within 10 days of supply and in the case of shipped by sea freight the written complaint has to reach us within 45 days from the date of Bill of Lading. Any claim or complaint received after these time limits will not be acceptable.*
6. *No cancellation of an order is accepted without the prior consent. Delivery deadlines shall not be considered binding. No demand of compensation will be acceptable in case the delivery period exceeds the given delivery terms.*
7. *The customer shall ensure that the goods remain in the same state and condition as at the moment of delivery. The rejected goods shall be returned to us in Good condition without wear, tear, damage or discoloration due to improper storage. Any returned materials received damaged, broken or discolored are not be acceptable. In the case of an acceptable complaint our responsibility limits to the replacement of the subjected goods.*
8. *The customer shall indemnify us and hold us harmless in the event that achieving a given quality or other characteristics or the use of drawings, models, specimens, dies and similar devices in the course of execution of an order result in an infringement of industrial property rights including but not limited to patent rights, trademark rights, and design copyrights.*
9. *If the customer refuses to take delivery of the goods, he shall bear all costs of transport and storage notwithstanding his obligation to make payment for the goods. In the event of default in acceptance the purchasing price shall fall due immediately. According to our option, we shall be entitled to demand damages for non-performance instead. Irrelevant defects shall not give the customer the right to refuse acceptance of the goods.*

10. *In any case, even in case of deliveries freight-paid or free-house, the risk shall pass to the customer at the moment the object of delivery leaves our or our agents storage facility from which it is shipped. If shipping or delivery is delayed upon the customer's request or for other reasons not to be attributed to us the risk shall pass to the customer as soon as the goods are ready for delivery. We will determine the mode and route of transport and the type of packing. Any increase of freight rates between the acknowledgements of order and shipping may be invoiced separately to the customer.*

11. *After performing any acceptance inspection/test –either by the client or client authorized third party as may have been agreed upon, no complaint shall be filed for any defect or incorrect material which could have been detected.*

12. *We shall not be under any warranty obligation for defects due to normal wear and tear, inexpert handling, insufficient maintenance, unusual environmental effects, or transport damage. Furthermore, any warranty or guarantee shall be excluded if our goods have been mixed with other goods not purchased from us and not recommended for use by us.*

