

GENERAL TERMS OF SALES

Company sales under the name «**SIKA HELLAS SA INDUSTRIAL & COMMERCIAL COMPANY (SIKA HELLAS)**» are governed by the following essential terms:

1. Place of the sales contract is considered Athens and specifically the offices of SIKA, at 15 Protomagias Street in Kryoneri Attica.
2. The prices are set according to the SIKA price list including expenses, excluding VAT and any transport and insurance costs. Price lists, types and specifications of SIKA products referred to them, are subject to change without notice.
3. The products are delivered to the Buyer in the SIKA facilities after notice that they are ready for delivery. If the Buyer requests sending goods to another place, the transfer will be done under their care and diligence, and will also be borne by the receiving and shipping cost. The responsibility goes to the Buyer with the delivery of the products to the Buyer's carrier.
4. A simple and only a delay in delivery of products from SIKA, doesn't constitute a reason for cancellation of the order by the Buyer. Delivery times are suspended due to force majeure and due to situations which are formed on the market as a result of legislative, administrative, monetary or other similar changes, domestic or international.
5. Sales of SIKA are made only in cash. Especially, credit of specific time period may be agreed and is indicated on the invoice issued for each sale.
6. Delay of Buyer to pay the invoice will have for him the consequences of default, without a reminder, from the day following the date of issue of the invoice or, where appropriate, from the day indicated manifest credit expired. SIKA is additionally entitled to seek any discount granted to the Buyer by issuing additional invoices to the value of the discount, to demand immediate payment of additional invoices to the Buyer, whose value has been credited, as well as, to unilaterally cancel any orders backlog.
7. Same as above results will take place under any change in the legal position of the Buyer, such as the transfer or dissolution of their company, death, incapacity, termination or suspension of payments, the acceleration of enforcement against him etc.
8. The on behalf of SIKA partial only collection of the Buyer's debts, does not remove the default as to the remaining due amount balance, nor does it mean a waiver of other rights.
9. It is mutually and expressly agreed that if there are past debts of the buyer-client (similar or not), even if they are time-barred, any payment by the buyer will be deemed to settle the oldest time debt.

10. Until the full repayment of the price, the ownership of the goods is withheld in favor of the vendor. During the time and in the case of the buyer's default, SIKA is entitled; either to claim the price or to withdraw from the contract or both together, performing the ownership rights.

11. SIKA is liable to the Buyer, in accordance with the terms of the guarantee which accompanies the product sold and the applicable general terms of trade.

12. For the resolution of any dispute between SIKA and Buyer that results from the purchase contract, exclusively competent are the Courts of Athens.

NOTE

The information and in particular the recommendations relating to the application and end-use of SIKA products, are given in good faith based on the company's current knowledge and experience on the products, when those are properly stored, handled and applied under normal conditions.

In practice, the differences in materials, substrates and actual site conditions of application are such that no guarantee can be given regarding their merchantability or fitness for a particular purpose and no liability from any legal relationship cannot be established against the Company on the basis of whatsoever written instructions or other instructions provided.

Respect of the rights of others is essential. All orders are accepted, subject to our current terms of sale and delivery. The users of the products must always refer to the most recent issue of the Product Data Sheet and Sheets of Product Safety, copies of which will be supplied on request.