

QUIMI-KAO, S.A. DE C.V.
Member of Kao Chemicals Europe
Km 22.5 Carr. Guadalajara – El Salto
El Salto, Jalisco CP 45680. México
Tel.: +52(33) 32841000
<https://www.kaochemicals-eu.com/>
<https://www.quimikao.com.mx>



Enriching lives, in harmony with nature.

GENERAL TERMS AND CONDITIONS (SALES)

I. General

These conditions of supply and terms of payment are exclusive. Any modifications, especially those included in the sale confirmation are only effective if they are acknowledged in writing by QUIMI-KAO.

Should there be any discrepancy between these terms of sale and the buyer's terms of purchase, the latter shall be invalid, even if QUIMI-KAO has not expressly rejected them.

An order placed with QUIMI-KAO is legally binding in respect of contents and volume only after written confirmation of such order by QUIMI-KAO.

II. Force Majeure

The seller shall not be liable for any delay in delivery or lack of delivery in the event of force majeure or other unforeseen circumstances.

In these cases, the seller shall have the option either to extend the term of delivery or to fulfill its other obligations under this contract during such period as the force majeure event or other circumstances shall continue, or to terminate this contract wholly or partially.

III. Delivery

If QUIMI-KAO is handling goods dispatch, QUIMI-KAO may choose the means of transport and the route via which the goods are transported, free of all liability on the part of QUIMI-KAO. In the event of damage, changes or obvious faults observed upon reception of the products, the receiving party may take appropriate legal action against the sender company.

Partial deliveries are permitted and shall be paid for as separate deliveries.

IV. Payment

The terms of payment will be agreed separately. If the buyer defaults on a payment, the totality of its bills payable to the seller shall fall due immediately, without prior formality.

When customs duties, freight costs, insurance premiums or other ancillary costs are included in the agreed price for a supply, the buyer shall bear any resultant increase that may occur, after the date of this contract, in the scales or rates of charges in force at that date, in respect of such costs.

When the prices to be paid to QUIMI-KAO have been agreed in a currency other than the Euro, KAO shall be entitled, if the exchange rate of the MXN is officially altered after the contract is signed, either to claim the difference in value from the buyer or to rescind the contract without being liable to pay damages to the buyer.

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All sums unpaid by the buyer when due shall be automatically subject to the payment of interest, at the normal rate applied by the Bank of Spain, until the amounts outstanding have been fully paid.

The buyer may not withhold or offset payment on the grounds of any counterclaims which are contested by QUIMI-KAO.

V. Reservation of ownership

QUIMI-KAO reserves the right of ownership of the goods until full payment of all amounts payable, including all ancillary costs resulting from the business relationship. Should the buyer fall into arrears with payment. QUIMI-KAO can avail itself of the right to claim return of the goods, based on the reservation of ownership, without fixing a time limit or issuing a statement of cancellation.

The buyer may neither pledge goods which are under reservation of ownership nor assign them to a third party as security, nor encumber them with other third-party rights.

VI. Warranty

All claims regarding the quality of the merchandise, in order to be valid, must be made within 15 days following reception. The seller's responsibility shall in all cases be limited to the replacement or reimbursement of the defective delivery.

The goods may not be returned to the seller without the latter's written consent.

When acceptance is made in the presence of a representative of QUIMI-KAO, the goods shall be deemed to be approved by the buyer if no notification of defects is made at acceptance.

The buyer shall be solely responsible for any consequences that might result from the use of the goods sold, whether they are used alone or in combination with others.

The information and technical advice given by the seller concerning the characteristics, efficiency and instructions for use of the goods sold, shall constitute mere indications and shall not imply any liability for the seller, who merely supplies the goods in conformity with those ordered.

The instructions for use appearing on the packaging are those applicable to normal and general conditions of use, and shall in no way apply to special or particular uses and cases.

The warranty on the goods supplied extends only to defects which can be shown to be due to defective material or faulty manufacture.

Defects caused by transportation, improper handling, tampering with the material supplied, or normal wear and tear, are excluded.

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VII. Place of performance. Jurisdiction.

All contracts are subject to Spanish law within the exclusive jurisdiction of the Mexico City Law Courts.

The invalidity of particular terms under law shall not invalidate the remainder of these terms.

The final owner will be responsible for delivering any waste material or used packaging for their appropriate environmental disposal. (RD 782/1998).

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