



## **SPECIAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR SMARGO® PRODUCTS**

### **ORDERS**

As a registered SMARGO® customer, you may place orders up to WACKER's internal credit limit using the BUYONLINE website. Or, if you prefer, we will enter an order on your behalf; please contact your local customer service representative.

If you submit an order to your customer service representative, the fee per order shall be US\$99, excluding VAT. This surcharge shall be translated into the currency of the respective order.

### **DELIVERY DATE**

The BUYONLINE website will state the earliest possible delivery date for each order, based on our current supply capability.

If your customer service representative places an order on your behalf, said representative will inform you about the earliest possible delivery date.

You shall then inform us within seventy-two (72) hours about your required delivery date, which becomes binding after this period. Please note that this binding delivery date could either be the earliest possible delivery date or any date up to seventy (70) calendar days after this earliest possible date.

### **ORDER CHANGES AND CANCELLATIONS**

Within seventy-two (72) hours of your initial order placement, you have the right, as our customer and without charge, to:

- (1) Change the quantities of an ordered product up to WACKER's internal credit limit
- (2) Change the delivery date up to seventy (70) calendar days after the earliest possible delivery date
- (3) Delete single items of an order
- (4) Cancel the entire order.

After seventy-two (72) hours, the initial order becomes a binding contract. Any change to the initial order only becomes binding after confirmation by us.

After seventy-two (72) hours, if requested and after consulting your customer service representative, we will take every reasonable step to support you in:

- (1) Changing the quantities of an ordered product up to WACKER's internal credit limit
- (2) Changing the delivery date up to seventy (70) calendar days after the earliest possible delivery date
- (3) Deleting single items of an order
- (4) Cancelling the entire order.

Any additional costs on our side shall be borne by you.

The minimum fee for each change per order shall be US\$99, excluding VAT. This surcharge shall be translated into the currency of the respective order.

### **PRICING**

SMARGO prices are market-driven and subject to change by WACKER. The actual price charged shall be the price in effect at the time of order placement.

Moreover, prices shall be quoted for the volumes selected, based on our minimum order quantity. For smaller quantities not offered on the BUYONLINE portal, please contact your sales manager.