



S.I.G.M.A. GROUP

S.I.G.M.A. S.r.l. - Italy
 Refrattari Tecnici Industriali
SIGMAREF SRLU - Bulgaria
 Technical Industrial Refractories
REFRATRADE S.r.l. - Italy
 Refractory & Technology

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RUSSIA

Consignee Fax:
 THE SAME

OFFER

ISSUED BY
SIGMAREF SRLU - Bulgaria

Ref.: УЧАСТИЕ НА ТЕНДЕР ОТ 13-12-2017

Offer No.	Date	Revision	For the kindly attention of:
2017-264	13.12.2017 г/		ANDREY SEMEONOV
PACKING: SUITABLE EXPORT PACKAGING		DELIVERY TIME: 90 DAYS FROM ORDER DATE	
DELIV. TERM: AS LISTED BELOW		VALIDITY: 30 DAYS	
PAYMENT: 30% AT ORDER 70% PRIOR SHIP.		CURRENCY: Euro	

For dimensional tolerances and guarantee of material quality see our specifications.

Drawing 841A-RC-012

ITEM	DESCRIPTION	U.M.	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	PADDLE STIRRER R.H. L=870mm "AS PER YPUR DRAWING" Quality ZM 7-32 KV	No.	12	465,00	5 580,00
2	PADDLE STIRRER L.H. L=870mm "AS PER YPUR DRAWING" Quality ZM 7-32 KV	No.	12	465,00	5 580,00

Drawing 841A-RC-009

ITEM	DESCRIPTION	U.M.	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Pos. 55 / STIRRER COVER BLOCK Quality ZM 7-32 V	No.	24	200,00	4 800,00
2	Pos.56/ STIRRER COVER BLOCK Quality ZM 7-32 V	No.	24	51,25	1 230,00
3	Pos.57/ STIRRER COVER BLOCK Quality ZM 7-32 V	No.	24	51,25	1 230,00

Packing

ITEM	DESCRIPTION	U.M.	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	SUITABLE EXPORT PACKING	No.	1	400,00	400,00

Freight cost

ITEM	DESCRIPTION	U.M.	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Freight cost DDP -Novosibirsk	No.	1	2 500,00	2 500,00

MATERIALS AMOUNT	€	21 320,00
V.A.T. 0 %	€	,00
TOTAL AMOUNT	€	21 320,00

We hope that our offer meets your requirements and are looking forward for receiving some news from you soon.
Best regards.

SIGMAREF SRLU
RADOSTINA SAENKO

**S.I.G.M.A. GROUP**

S.I.G.M.A. S.r.l. - Italy

SIGMAREF SRLU - Bulgaria

REFRATRADE S.r.l. - Italy

INTERNATIONAL GENERAL CONDITIONS OF SALE

1 General provisions, prices, payment

1. These General Conditions apply to all contracts agreed between the Company S.I.G.M.A. S.r.l. (Seller) and each of its Customers (Buyer) for the sale of products manufactured and/or marketed by the Seller. Seller do not recognize any Buyer's terms adverse to or deviating from our Conditions of Sale and cannot be modified by any provisions stated on the order form of the Buyer or its General Conditions of Purchase unless agreed explicitly in writing by the Seller.
2. The tenders of the Seller are prepared against quotation; price lists, catalogues, technical brochures, advertising or promotional documents do not constitute an offer.
3. Acceptance of all orders must be confirmed by the Seller in writing to attain legal validity. Said confirmation may also be rendered by fax or e-mail. It must contain all the information required for its proper execution.
4. The Buyer cannot impose the cancellation of a firm order on the Seller, for whatever reason. If the cancellation or modification request reaches the Seller before the start of manufacturing, the Seller can immediately bill the Buyer for the design, tooling and moulds, raw material purchase costs, etc. already incurred for the performance of the order.
5. We retain title and copyright for images, drawings and any other documents.
6. Any sales, use or other similar type taxes imposed on the sales or on the transaction are not included in the price. Where applicable, the value of taxes is stated separately on the bill in the amount legally valid on the billing date.
7. Unless the confirmation of order stipulate otherwise, the price is payable at 30 days end of the month of shipment. Any payment made after the date as per General conditions of Sale or after the contractual date of payment as stated on the invoice shall result in the billing of late payment penalties in the amount allowed by European law.
8. Owing to the conditions prevailing in the manufacture of refractory materials, we reserve the right to exceed or fall short of the confirmed supply quantity by at most 5% (excess units/excess quantity). The Buyer agrees to accept and pay for the excess units/excess quantity.

2 Time of Delivery and Performance

1. A prerequisite for us meeting delivery and performance obligations is that the Buyer duly performs its obligations on time.
2. If we are overdue with a delivery owing to gross negligence for which we are responsible or owing to intent, the Buyer shall be entitled to demand default compensation equal to 0,5% for each full week in default but up to a total of at most 5% of the net amount billed for the deliveries affected by the delay, unless otherwise stipulated in the supply agreement. Any claims above and beyond this are excluded. In the event of ordinary negligence no claim at all may be asserted.
3. If the agreed delivery date is postponed at the Buyer's request or if the Buyer calls for delivery of the delivery item late, the Seller shall be entitled to demand a compensation penalty in the amount of 0,5% of the gross invoice amount per commenced calendar week after expiry of one week after the original delivery date but not more than 5% of the gross invoice amount. The Seller may also store the delivery item externally. In any case the Buyer shall have to bear the storage cost actually incurred, irrespective of whether such cost have accrued through internal or external storage. Furthermore the invoice shall become due for payment as of the original delivery date irrespective of the actual delivery date.

4. The goods for which the Buyer has not taken delivery on the dates defined in the contract, cannot at a later date, be claimed by the Buyer. In this case, it shall be possible for the Seller to cancel part of the contract not having led to a delivery, and to sell the goods in question on behalf of the Buyer. The seller shall be authorized to pass on to the Buyer all losses that may be incurred as a result of a price of sale lower than the contractual price and all costs incurred.

3 Force Majeure

1. Events outside of the control of the Seller, such as the forced shutdown of furnaces, accidents occurring to machines, partial or total strikes (including strikes at the suppliers of the Seller), state of war, fire, stoppages of the means of transport, difficulties of supply (notably raw materials) and, more generally, all force majeure occurrences, release the Seller from all liability for any damage or loss that may result from the total or partial non-execution of the contract, relative to these circumstances. Said events entitle the Seller to postpone the delivery or performance for the duration of the impairment plus a reasonable startup period. The Seller is discharged of its obligations for any part of the contract not executed on the date of the force majeure occurrence, or of any event outside of Seller's control without being possible, for the Buyer, to require the payment of any indemnities, damages or costs with regards to this situation and with the non-execution of the contract.

4 Shipment - Carriage and Passing of the risk

1. It is expressly agreed that the products are always shipped at the risk of the Buyer, even for carriage paid goods.
2. When the shipments are made under the responsibility of the Seller at the request of the Buyer, the Seller is acting on behalf of the Buyer and not under any circumstances as the forwarding agent. In the event of, because of special agreement, the Seller agrees to undertake operations that are normally the responsibility of a forwarding agent, it shall not be liable for the result of the transport substituted, chosen by it. Whatever the capacity the Seller acts under this Article, its liability is expressly limited to the cost of the transport.
3. The details concerning the carriage prices are given for information only and without guarantee. Any increase in carriage costs will be paid by the Buyer.
4. The parking costs and any penalties for the immobilization of rail, road or maritime equipment will be the responsibility of the Buyer.
5. The place and time the risk is passed to the Buyer are based on the agreements in the given contract of sale in accordance with INCOTERMS in their current valid version. If the contract of sale lacks clear provisions on risk bearing as defined in the INCOTERMS, the risk passes to the Buyer as soon as the shipment is handed over to the person responsible for transporting the goods, at the latest, however, as soon as the shipment has left our Factory or warehouse.
6. If shipment becomes impossible through no fault of our own, the risk passes to the Buyer upon notification that the goods are ready for shipment.

5 Acceptance of deliveries - Buyer's rights in the event of Defects

1. We undertake and warrant that the products are free of manufacturing and material defects. The warranty period lasts 6 month and begins on the date of delivery.
2. The Buyer must lodge a written complain about defects immediately, at the latest however, within 15 days of receiving the object of delivery.

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Defects not detected within this period despite careful examination must be reported to us immediately in writing after their discovery. If we are to blame for the defect in the sold object, we are entitled to choose either to remedy the defect or to make a substitute delivery.

3. If we believe the defect cannot be remedied or a substitute delivery cannot be made for whatever reason or if these actions otherwise fail, the Buyer is entitled one demand its choice of either having the contract be cancelled or having the purchase price be reduced for its initial sale value.
4. Further warranty and/or compensation claims on the part of the Buyer on whatever legal grounds are excluded to the extent permitted by law. We thus bear no liability for damage not incurred on the object of delivery itself, in particular, we bear no liability for lost profits or other financial losses sustained by the Buyer.
5. In any event, the guarantee granted on the products is limited to the free of charge replacement of the products, acknowledged as being defective, to the exclusion of any other indemnity. The guarantee does not cover the length of the use of the products, nor their use or their application subject to conditions that are not responsibility of the Seller.
6. All the Buyer's claim against us become statute-barred at the latest one year after the arrival of the goods at the Buyer's unless shorter statutory periods of limitation are stipulated contractually or under law.

6 Products

1. The products of the Seller are manufactured with great care, using the best methods. They are nevertheless subject to uncertain resulting from random hazards, notably variations in the raw materials. The Buyer is deemed to be aware of these factors. Consequently, the Seller is only bound to supply products that have a composition and specification that comply with those as stated in the technical brochure of the Seller and that are subject to the standard tolerances in the industry or the tolerances stated on these brochures.
2. The specification and performances stated in the catalogues and technical brochures of the Seller apply only for the normal use of its products with regard to their implementation, their putting into service and their operation which must be carried out in accordance with the standard rules and practices in the industry. The size or weight tolerances are those as stated in the technical brochures of the Seller or failing this those normally allowed for the specific type of product.
3. We reserve the right to introduce all modifications, made necessary by the requirements of production, to the information contained in our catalogues and advertising documents.
4. The drawings accompanying the products are only suggestions submitted to the Buyer and do not commit the liability of the supplier. Their acceptance by the Buyer means that the Buyer believes them to be compatible with its own industrial conditions and thus discharges the Seller from any liability.

7 Special tooling - Patents and Copyrights

1. The models, drawings, studies, calculations, documents and tooling prepared or adapted by the Seller, handed over or sent as appropriate, remain the entire property of the Seller. The Seller maintains full ownership of these documents or objects, which cannot be communicated, reproduced or executed without its prior written authorization.
2. The work and the costs for the production of moulds and tools specially made for the performance of an order are invoiced to the Buyer, as well as the cost of the corresponding model. This remain property of the Seller.

8 Ownership Clause - Retention of Title

1. The Seller retain title to the goods delivered to the Buyer until the purchase price is paid in full and until all claims existing at the time of delivery in connection with or arising thereafter from the supply agreement relationship are satisfied.
2. In the event of a default on payment or a substantial deterioration in the Buyer's financial circumstances or the initiation of any kind of insolvency proceedings, we shall be entitled to demand the return of the goods without withdrawing from the contract. The same applies if after delivery is made, well-founded doubts arise in our mind as to the Buyer's ability or willingness to render payment.
3. If the goods sold subject to the reservation of title are installed to or attached with other objects, we become co-owner of the new object proportional to the relative value of the connected or installed objects.
4. If the retention of title is not legally valid under the law prevailing in the territory to which the goods are delivered, the means of security corresponding to retention of title in said legal territory shall apply. If the Buyer's involvement is required to bring about or receive such rights, the latter shall immediately undertake all the necessary measures for doing so on request.
5. The Buyer is not entitled to pledge the goods as collateral security or to transfer title to them by way of security until the goods are paid up in full. Levies of execution by other creditors must be reported to us immediately.

9 Termination of Contract

1. We are entitled to terminate the contract if insolvency proceedings were instituted against the Buyer's assets, if the Buyer ceases making payments, or if the Buyer's financial circumstances deteriorate substantially, provided said termination by law.

10 Other Provisions

1. These Conditions of Sale and all legal relation between us and the Buyer shall be subject to the law of the Country in which our registered office is located, unless otherwise expressly agreed in writing.
2. The INCOTERMS valid at the conclusion of this agreement shall apply but the provisions in these Condition of Sale shall take precedence.
3. The application of the UNITED Nations Convention on Contracts for the International Sale of Goods (CISG) and the international private law norms under the law agreed upon pursuant to point 10.1 above are explicitly excluded.
4. Our registered office is agreed to be the sole legal venue. However, we are also entitled to take legal action at the legal venue with jurisdiction over the Buyer's registered office.
5. Our registered office is also the place of performance unless otherwise stipulated in the supply agreement.
6. If a provision in these Condition of Sale or a provision in other agreements with the Buyer is or becomes invalid, this validity will not affect of all other provisions or agreements.