1. SCOPE
The terms and conditions set forth herein (hereinafter referred to as the “Terms and Conditions”) along with any associated written specification, quotation and/or supplemental terms and conditions will govern the sale of goods by Eldon (hereinafter referred to as the “Supplier”), and represents the entire agreement between the Customer and the Supplier with respect thereto. These conditions apply to all orders, contracts, tenders, and all other agreements between the Supplier and the Customer. The applicability of the Customer’s general terms and conditions is hereby explicitly rejected. Customer’s receipt or acceptance of delivery of any of the goods ordered or purchased hereunder will constitute its acceptance of these Terms and Conditions. No orders or modifications to these Terms and Conditions will be binding on the Supplier unless agreed to in writing signed by Supplier’s authorized representative.

2. OFFERS AND QUOTATIONS
All offers and/or quotations of the Supplier are carried out exclusively on the basis of these Terms and Conditions. Offers and quotations do not constitute a contract and are of no contractual value unless specifically stated otherwise. Supplier’s offers and/or quotations may not be reproduced or disclosed to third parties without Supplier’s consent.

3. FORMATION OF THE CONTRACT
3.1. Agreements (and amendments to them) are formed by means of a written or electronic order confirmation sent by the Supplier or by virtue of the Supplier’s acceptance of the order. The Supplier reserves the right to charge the Customer with reasonable prices if an offer or counter-offer is made by the Customer not later than thirty (30) days from the date of the Supplier’s offer. The Supplier reserves the right to charge the Customer with reasonable additional costs for any reason whatsoever unless otherwise agreed in writing by the parties.

4. CHANGES AND CANCELLATION
4.3. The Supplier reserves the right to change the price of the Goods to reflect any increase in taxes and duties, increases in material, contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement.

14. SUSPENSION AND TERMINATION
This Agreement may be suspended or terminated prior to the expiration of the initial term as follows:
14.1. Material breach: upon the occurrence of a material breach or default as to any obligation by either party, the non-defaulting party may give written notice to the defaulting party and if the defaulting party has not cured within thirty (30) days following such notice, the Agreement will be immediately terminated.
14.2. Bankruptcy: upon the filing of a petition in bankruptcy, insolvency or reorganization against or by either party, either party becoming subject to a composition for creditors, whether by law or agreement, or either party going into receivership or otherwise becoming insolvent (such party hereinafter referred to as the “Insolvent Party”), this Agreement may be terminated by the other party by giving written notice of termination to the Insolvent Party, such termination immediately effective upon the giving of such notice of termination.
14.3. Change of control: upon the occurrence of any material change in the management, ownership, control, sales personnel, sales and marketing capability or financial condition of either party (hereinafter referred to as the “Changed Party”), which has, or in the reasonable opinion of the other party could have, a material adverse effect, or in the case of acquisitions of all or substantially all of the assets of a Changed Party, this Agreement may be terminated by the other party by giving written notice of termination to the changed party, such termination being immediately effective upon the giving of such notice of termination.
14.4. Force Majeure: either party may terminate the Agreement by giving written notice if a force majeure event such as fire, flood, war, terrorism, etc. occurs. The notice shall be given within thirty (30) days of the event. If a force majeure event occurs, either party may terminate the Agreement by giving written notice if a force majeure event such as fire, flood, war, terrorism, etc. occurs. The notice shall be given within thirty (30) days of the event.