

1.0 Scope of application

1.1 The following Terms and Conditions (T&Cs) of sale, delivery and payment shall apply exclusively to all transactions between ourselves and our customers. The T&Cs are valid only if the customer is a business entity (according to article 14 of the German Civil Code (BGB)), a legal entity under public law or a separate estate under public law. Differing terms and conditions of the customer are only recognised if we have expressly agreed to their validity in writing.

1.2 Our T&Cs shall apply in the version valid as a framework agreement for future contracts with the same customer concerning the sale and/or delivery of movable goods without us having to refer to them again in each individual case; we shall inform the customer about changes to our T&Cs without delay in this event.

1.3 Our T&Cs are applicable exclusively. Differing, opposing or supplementary General Terms and Conditions of the customer shall only become a part of the contract if and to the extent that we have expressly approved their validity. This approval requirement shall apply in any case, for example also if, with the knowledge of the customer's T&Cs, we carry out the delivery to them without reservation.

2.0 Conclusion of contract

2.1. Our offers and quotations are without obligation and non-binding. An order of goods placed by the customer is deemed a binding contractual offer.

2.2 If an order request is received from the customer via the internet, confirmation of receipt will be issued initially. This confirmation of receipt does not constitute a contract.

2.3 Our acceptance of the offer to conclude a contract shall either be made in writing (e.g. by order confirmation) or by delivering the goods to the customer.

3.0 Prices and payment terms

3.1 Invoices of up to €100.00 are due for payment immediately and are payable in cash without any discount for prompt payment. Invoices exceeding €100.00 are payable within 30 days of the date of issuing the invoice. If payment is made within 10 days of the date of the invoice we grant a 2% discount on the net invoiced value of the goods. Deductions of discounts on new invoices are not permitted if older invoices due have not yet been paid.

3.2 Unless otherwise agreed in the written order confirmation, our prices shall be in accordance with our current price lists and shall apply ex works (Döggingen, Germany) plus packaging and plus the domestic value added tax applicable at the time. Value added tax shall not be charged to foreign customers provided that they supply us with their VAT registration number or proof of exportation.

3.3 If the order confirmation does not state a different term of payment, default in payment shall occur at the latest in accordance with statutory regulations. Interest shall be added to the purchase price during the period of default at the statutory rate of default interest applicable. We reserve the right to claim further damages arising from default.

3.4 Only with such claims that are undisputed or determined without further legal recourse may the customer offset against our claims or exercise a right of retention.

3.5 In the event that a SEPA direct debit mandate is granted for us to recover the debt, we shall inform the customer of the collection amounts due **no later than 1 business day before the due date**.

4.0 Delivery periods and dates, transfer of risk

4.1 Delivery periods and dates are determined by the corresponding written confirmation of order.

4.2 If we are prevented from meeting delivery deadlines and dates and from satisfying our obligations by circumstances beyond our control such as operational disruption, delays on the part of our suppliers, impediment to the delivery of raw materials and auxiliary materials to us due to official action, embargo, strike, lock-out, force majeure or damage arising from storm/natural disaster affecting ourselves or our suppliers, we shall inform the customer of this without delay and at the same time specify a new estimated delivery period. Where the goods or services are not available by the new delivery date either, we are entitled to withdraw from the contract in whole or in part. In this case, we shall refund, without undue delay, any consideration already paid by the customer.

4.3 The occurrence of a delay in delivery is determined by reference to the relevant statutory provisions. A reminder from the customer is however necessary under all circumstances.

4.4 Delivery is made ex warehouse which is also the place of performance. Goods will be delivered to another destination at the request and expense of the customer (sale by dispatch). Unless agreed otherwise, we are entitled to determine the form of dispatch (in particular the carrier, mode of dispatch, packaging) ourselves.

4.5 The risk of accidental loss or damage to the goods shall pass to the customer at the latest upon transfer. In the case of sale by dispatch, however, the risk of accidental loss or damage to the goods, as well as the risk of delay, are passed on as soon as the goods are handed over to the forwarder, freight forwarder or other person or entity engaged to carry out the dispatch. If acceptance of performance has been agreed upon, this shall be the determining factor with regard to the transfer of risk. The statutory provisions of the law on contracts for work and services shall apply analogously in other respects to an agreed acceptance. Default of acceptance by the customer shall be equivalent to delivery or acceptance.

4.6 We shall not take back non-returnable packaging. At the customer's request, we can provide the name of an appropriate waste disposal organisation (Germany only).

4.7 We are entitled to make partial deliveries where the customer can use the partial delivery for the contractually intended purpose, supply of the remaining ordered goods is assured and the customer incurs no major additional work or costs as a result (unless we agree to bear such costs).

5.0 Retention of title

5.1 We reserve title to the goods sold until full payment of all of our current and future claims from the purchase contract and a current business relationship (secured claims).

5.2 The goods subject to retention of title may neither be pledged to third parties, nor transferred as collateral before the full payment of the secured claims. The customer must inform us immediately in writing if third parties access the goods which belong to us, stating the extent of this access.

5.3 If the customer is in breach of the contract, in particular in the event of non-payment of the due purchase price, we are entitled to cancel the contract in line with statutory regulations and to reclaim the goods on the basis of retention of title and the cancellation. In the event that the customer does not pay the due purchase price, we may assert these rights only after having set a reasonable grace period for the customer to pay or where the setting of any such grace period is not required by law.

5.4 The customer is entitled to resell and/or to process the goods which are subject to retention of title in the normal course of business. In this case the following provisions shall apply in addition.

(a) The retention of title extends to products which are produced by processing, mixing or combining our goods at their full value, whereby we are deemed the manufacturer. If the right of ownership by third parties continues to exist with a processing, mixing or combination with goods of third parties, then we shall acquire co-ownership to the proportion of the invoice values of the processed, mixed or combined goods. Incidentally the same shall apply to the produced product as to the goods delivered under retention of title.

(b) The customer here and now transfers the claims against third parties, which are established from the resale of the goods or product in full or in the amount of our possible co-ownership share, to us as collateral in accordance with the paragraph above. We hereby accept the act of transfer. The customer's obligations stated in Par. 2 shall also apply in view of transferred claims.

(c) The buyer shall remain authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the buyer meets their payment obligations towards us, does not default in payment, no application has been filed to start insolvency proceedings and their performance capability is not impaired in any other way. However, if this is the case we can request that the buyer informs us of the transferred claims and their debtors, provides all information which is necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the transfer.

(d) If the realisable value of collateral items exceeds our claims by more than 20% we shall at the customer's request release collateral items at our own discretion.

6.0 Warranty

6.1. Unless stated otherwise below, statutory provisions shall apply with respect to the customer's rights in case of material defects and defects of title. Special statutory provisions on final deliveries of goods to a consumer shall in any case remain unaffected.

6.2 The required nature of the goods shall be determined by the description of the contract products ordered including the content of the existing product information and safety data sheets for the respective product. Advertising information, brochure content and/or public statements made by us, our employees and sales staff including trade representatives shall only constitute an agreement concerning the nature of the goods if an express reference is made hereunto in the written order confirmation.

6.3 Information and advice on technical applications that the customer receives from us at their request are non-binding unless binding force is expressly confirmed in writing. In any case our information shall not release the customer from the need when using our products to check that they are specifically suitable for the intended purpose on an individual basis.

6.4 Claims of the customer based on defects require that they have fulfilled their legal duty to examine the goods and to give notice of defects (Sections 377, 381 of the German Commercial Code (HGB)). Any defect discovered during examination or later shall be notified to us in writing immediately. The notification is considered to be immediate if it takes place within two weeks, whereby timely despatch of the report is sufficient in order to comply. Irrespective of this legal duty to examine the goods and to give notice of defects, the customer must report obvious defects (including incorrect and short delivery) in writing within one week of delivery, whereby here too timely despatch of the report is sufficient in order to comply. If the customer fails to inspect the goods and/or report any defects as required, we accept no liability for the unreported defect.

6.5 If the delivered item is defective, we may initially choose whether supplementary performance is to be effected by remedying the defect (rectification) or delivering an item which is free of defects (replacement). Our right to refuse supplementary performance in accordance with statutory prerequisites remains unaffected.

6.6 We are entitled to make supplementary performance conditional upon the customer paying the purchase price due. The customer has the right, however, to retain a portion of the purchase price appropriate in relation to the defect.

6.7 The Customer shall allow us the necessary time and opportunity for due supplementary performance and in particular shall hand over the goods concerned for inspection purposes. In the event of a replacement delivery the customer must return the defective item to us in accordance with statutory provisions. Supplementary performance includes neither disassembling the defective item nor reinstalling it if we were not originally responsible for installing it.

6.8 We will bear the expenses necessary for the purpose of inspection and supplementary performance, in particular the costs of transport, travel, labour and materials (not the cost of disassembly or reinstallation) if there is a material defect. However, should a customer's demand for the defect to be rectified prove unjustified, then we can demand that the incurred costs be reimbursed by the customer.

6.9 The customer shall be entitled to claim compensation or reimbursement of expenses incurred in vain only as provided in Section 7; otherwise such claims are excluded.

6.10 We shall be liable for any losses incurred by our customer in the event of intent and/or gross negligence.

7.0 Other liability

7.1 Unless otherwise stated in these T&Cs including the provisions set out below, we shall be liable in case of a breach of contractual and non-contractual duties according to the relevant statutory provisions.

7.2 We shall be liable for damages – regardless of their legal grounds – in case of intent or gross negligence. In case of ordinary negligence we will only be liable

a) for loss resulting from death, physical injury or impairment to health,

b) for damages resulting from the breach of an essential contractual duty (a duty the proper fulfilment of which makes fulfilment of the contract possible at all and which the contractual partner may typically expect to be met); in this case, however, our liability shall be limited to compensation of the foreseeable damage typically occurring.

7.3 The liability restrictions which can be derived from Par. 2 shall not apply insofar as we have wilfully failed to disclose a defect or have given a guarantee of the nature of the goods. The same shall apply for customer claims according to product liability law in Germany (ProdHaftG).

7.4 The customer has a duty to properly store the products supplied by us and to protect them from unsuitable environmental factors, e.g. chemical reactions or frost.

7.5 If our products are exported by our customer to third countries, including where this involves further processing by the customer, we cannot be held liable for the exportability of our products or the national licensing and import requirements into our customer's countries of exportation.

8.0 Statute of limitation

The limitation period for any warranty claims or claims for damages is in accordance with statutory regulations.

9.0 Guarantee

9.1 If a guarantee is given, it will take the form of a special written document, separate from the confirmation of order.

9.2 Specifications and service descriptions contain no guarantees. The presumption of tacit guarantees is expressly excluded.

10.0 Place of performance, place of jurisdiction and applicable law

10.1 If our customer is a business entity, a legal entity under public law or a separate estate under public law, then we agree that the place of performance for delivery and payment obligation is our headquarters in Bräunlingen-Döggingen, Germany.

10.2 The place of jurisdiction shall be the local competent court for Bräunlingen-Döggingen.

10.3 These T&Cs and all legal relationships between us and the customer are governed by the laws of the Federal Republic of Germany while excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

In the event of any differences or contradictions between the language versions, the German version shall take precedence.