

General Terms and Conditions of Sale

§ 1 Scope of application

- (1) These terms and conditions of sale are valid exclusively for contractors, legal entities regulated by public law or fund assets governed by public law in accordance with art. 310, paragraph 1 German Civil Code ('BGB' – 'Bürgerliches Gesetzbuch'). Our consignments and services shall be governed exclusively on the basis of these terms and conditions of sale, insofar as they are amended or excluded with our written consent.

§ 2 Offers

- (1) All offers are subject to change without notice until confirmation of the order. Any samples sent are non-binding, unless they have been specifically labelled as type samples.
- (2) Offers are valid for a period of 30 days, calculated from the date that the offer was made, unless alternative instructions regarding the validity of the offer are given.

§ 3 Prices

- (1) The calculation of the purchase price is made based on the valid prices on the day of the delivery. In the event of an increase in price, the buyer has the right to withdraw from the contract of purchase.
- (2) Increases in freight, taxes, expenses, customs duties and other public charges as well as consequences of monetary measures after the transaction has been carried out shall be borne entirely by the buyer.
- (3) Unless agreed otherwise in writing, our prices are valid ex works inclusive of packaging and value added tax at the applicable rate.

§ 4 Delivery time

- (1) The beginning of the delivery time stated by us is the premise for the punctual and correct fulfilment of the responsibilities of the purchaser. Exceptions in the event of an unfulfilled contract remain reserved.
- (2) In the event that the purchaser is in default of acceptance or injured or culpable in any other obligation to co-operate, we are authorised to request the replacement of any damages arising as a result, including any possible additional expenses. The right to ongoing claims is reserved. Provided that the aforesaid conditions exist, the risk of an unexpected loss or an unexpected deterioration of the sales item is devolved to the purchaser at the time when the default of acceptance or default of the proprietor takes place.
- (3) For CIF, FOB, free Rhine port deliveries, etc, open and unobstructed navigation by ship in the waterways is required. Demurrage and stallage costs, surcharges for low and high tides, etc, shall be borne by the buyer.
- (4) No claim for damages shall be valid for any delay in delivery time due to force majeure.

§ 5 Passing of risk upon shipment

- (1) All shipments are transported at the risk of the buyer. The choice of the means of transport shall be decided by us. As soon as the goods are handed over to the transport operator, our obligations have been fulfilled, exonerating us from any further responsibilities.
- (2) We do not cover insurance for transport, fire, damage and theft.

§ 6 Complaints

- (1) Claims for damages by customers must satisfy the requirements of examination and notice of non-conformity, according to art. 377 Commercial Code ('HGB' – 'Handesgesetzbuch').
- (2) These do not release the buyer from their obligation to pay on schedule and do not authorise deductions to be made on our invoices, unless the claim is established as final and absolute or the amount and reason has been approved by us in writing.
- (3) In this case, deductions are possible for the amount of the undisputed claim.
- (4) If the buyer provides evidence of damage, we will refund, as a maximum, the sum of the value of the defective goods delivered.

§ 7 Payment

- (1) All net payments (without deductions) are to be made by the date indicated on our invoices.
- (2) Deductions for discounts are only permitted, if agreed by us in writing.
- (3) In the event of delayed payment, the client must pay interest on arrears at a rate of 8% above the base lending rate of the Deutsche Bundesbank. We accept cheques and properly taxed bills of exchange eligible for refinancing if this is expressly agreed.
- (4) Credit certificates for bills and cheques shall be accepted under the reserve of the received amount minus expenses and costs with validation on the day on which we have access to the nominal value.
- (5) All payments requested by us shall be due immediately independently from the duration, in the event that the agreed payment conditions are not fulfilled or we receive information regarding circumstances that question the credit-worthiness of the purchaser. We are thus authorised to make outstanding deliveries only against advance payment or to withdraw from all ongoing contracts or to request damages due to non-fulfilment.

§ 8 Reservation of title

- (1) The delivered goods remain the sole property of the supplier, unless agreed otherwise, until complete payment of the purchase price is made, including all possible interest in arrears and possible costs.
- (2) In mixing, combining or processing our products the buyer acquires co-ownership of the newly manufactured goods at a ratio of the value of the sold goods to the value of the new goods at the time of mixing, blending or processing. In the case of resale – regardless of the condition – the purchaser assigns the payments resulting from the resale or the amounts still outstanding by his/her customers as collateral to the supplier on the conclusion of the delivery contract until the repayment of all claims of the supplier.
- (3) We must immediately be informed in writing by the client of the attachment or special intervention of third parties, so that we can take action in accordance with art. 771 Code of Civil Procedure ('ZPO' – 'Zivilprozessordnung'). If the third party is not in the position to repay us the judicial and extrajudicial costs of a complaint in accordance with art. 771 of the Code of Civil Procedure ('ZPO' – 'Zivilprozessordnung'), the client is liable for the financial loss sustained by us.
- (4) In the event that the reservation of title is not effective according to the applicable laws of the country of destination in its existing form, the buyer must cooperate with the supplier in the creation of a provision, offering appropriate security that is relevant for the country in question.

§ 9 Miscellaneous

- (1) For deliveries, the place of fulfilment shall be the relative shipment location and Walluf shall be the place of fulfilment for payments.
- (2) As the place of jurisdiction, it is agreed that Walluf shall be the sole legal venue.
- (3) This contract and all legal relations between the parties are subject to the laws of the Federal Republic of Germany, with exception to the UN Contracts for the International Sale of Goods (CISG).
- (4) In the event that any single provision of this contract is or becomes ineffective or if any loopholes arise, this shall not affect the validity of all other provisions. The parties undertake to create another appropriate, legal provision to replace the ineffective provision, which comes as close as possible to the economic intent of the ineffective provision. This also applies to possible loopholes.
- (5) In the event that any doubts arise from the present contract, the German version of these terms and conditions of sale prevails.

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