

GENERAL TERMS AND CONDITIONS

1. CONTRACT CONCLUSION

A Supply contracts will only be concluded in accordance with the following conditions, even if, in the case of an ongoing business relationship, we do not refer to them explicitly.

B Our offers are subject to change. We are only obliged in accordance with our written order confirmation. Verbal consents, changes, additions and assurances, in particular also by agents, as well as agreements via phone are only binding if we have confirmed them in writing.

C The data sheets, documents, illustrations, drawings, indications of weight and measurement submitted together with our quotes shall only be considered as approximate insofar as not expressly marked as binding. Explicit guarantees are only issued by us in separate agreements. Any reference to technical data, specifications, quality descriptions, documents, illustrations, drawings, indications of weight and measurements only serves to describe the product and does not in itself constitute an implied guarantee. We shall only take responsibility for public statements, in particular in an advertising context, if these statements were in fact initiated by us. In any such case, an obligation to meet claims only exists if the advertisement had in fact a deciding influence on the buyer's purchase decision.

D Customer's purchasing conditions conflicting with our Terms and Conditions shall only apply if and insofar they have been accepted by us in writing. By accepting our partial deliveries, the purchaser agrees with the exclusive applicability of these sales conditions, even if he has excluded the application of deviating sales conditions in his purchasing conditions.

2. PRICES

A All prices are quoted in EUR exclusive of VAT, based on the net weight. For price calculation, the weight determined when the products are dispatched shall be decisive.

B Price variations shall be permissible if the agreed delivery date is more than 4 months later than the date of contract conclusion. If wages, material cost, or cost prices have increased by the time of completion of delivery, we are entitled to increase the price in accordance with the cost increase. We shall reduce the price appropriately in the event of a reduction in the aforementioned costs. If so requested, we shall provide the customer with evidence of the reasons for the price change. The purchaser may only withdraw from the contract if the price increase considerably exceeds the increase of the general cost of living between the dates of order and supply. If the purchaser is a company, a legal entity subject to public law or a separate estate under public law, price variations according to the above regulation are permitted if the agreed delivery date is more than 6 weeks later than the date of contract conclusion.

C If in the case of orders on call goods beyond the ordered quantity are called for, we may invoice according to the current price or cancel the excess quantity.

3. FREIGHT CHARGES, CUSTOMS DUTIES

A Unless otherwise agreed, we are entitled to determine the type of shipment (in particular forwarding agent, shipping route, packaging) ourselves. Delivery is made carriage forward, from 100 kg carriage paid.

B Excess freight charges due to special modes of dispatch (e.g., express), shall be borne by the purchaser. In the case of orders with an invoice value of less than EUR 100.-, a surplus of EUR 30.- will be charged.

C If the products are sold carriage prepaid and/or duty paid and freight charges and/or customs duties are increased after contract conclusion, the extra cost shall be borne by the purchaser.

4. RE-USABLE PACKAGING

A Re-usable packages (identified on the invoice) shall be handled with care and may only be used to store the delivered products. They shall be returned free of all charges and in a good, usable condition immediately after emptying. The purchaser shall be liable for any damage to re-usable packages.

B For returnable tank pallets (containers on pallets) a return period of 4 weeks shall apply, for other re-usable packages a return period of 3 months shall apply. If this period is exceeded, the package is invoiced to the purchaser at current replacement value. Such invoices shall be due for payment immediately without any deduction.

5. TRANSFER OF RISK, DEFAULT OF ACCEPTANCE

A Delivery shall be ex warehouse, which is also the place of performance for the delivery and any subsequent fulfillment. At the request and expense of the purchaser, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance).

B In the case of deliveries to companies, the risk of accidental loss and accidental deterioration of the supplied goods shall be transferred to the purchaser when the goods are delivered by us to the forwarder. If we are in default of delivery through no fault of our own, the risk shall be transferred on the day of providing the goods ready for dispatch. In the case of a return of goods, the purchaser

shall bear the risk until receipt by us.

C If the purchaser is in default of acceptance or if he fails to perform an act of cooperation or if the delivery is delayed for other reasons, for which the purchaser is responsible, we shall be entitled to demand compensation for any loss thereby incurred including any additional expenses (e.g. storage costs). For this purpose, we shall charge a flat-rate compensation in the amount of EUR 47.50/ net per pallet space and month, starting with the delivery period or – in the absence of a delivery period – with the notification that the goods are ready for dispatch.

D The proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected; the flat rate is however to be offset against further monetary claims. The purchaser reserves the right to prove that we have not suffered any damages at all or only suffered substantially less damages than the aforementioned flat rate.

6. CASES OF UNFORESEEABLE EVENTS/FORCE MAJEURE

We shall not be liable for impossibility of performance or delivery, or for delays in performance or delivery as a result of force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. breakdowns in business operations, difficulties with the supply of materials or energy, delays to transportation, strikes, legitimate lock-outs, deficiencies in employees, energy or raw materials, difficulties in acquiring the necessary official permits, measures and decrees imposed by official bodies, as well as epidemics and pandemics or failures to deliver or the failure to deliver promptly by suppliers or incorrect deliveries by suppliers), for which we are not responsible. Insofar as such events make the provision of deliveries or performances difficult to a significant degree or impossible and the hindrance concerned is not only of a temporary nature, we are entitled to withdraw from the contract. In the case of hindrances of temporary duration, the delivery or performance deadlines shall be extended or postponed by the period of the obstruction plus a reasonable start-up period. In as far as acceptance of the delivery or performance is unreasonable for the purchaser as a result of the delay, the purchaser may withdraw from the contract by submitting an immediate written declaration addressed to us.

7. DELIVERY OBLIGATIONS

A The delivery date shall be the date of dispatch. If we are in default of delivery through no fault of our own, the day of providing the goods ready for dispatch shall be deemed as the delivery date. Even in the case of agreed dates, we may only be placed in default by a reminder. Partial deliveries are permitted.

B If we are impeded from timely delivery by events which are beyond our control, the delivery period shall be reasonably extended. This also applies in the event of industrial action, business disruption which could not be averted despite reasonable care, business disruption at our sub-suppliers including forwarders, disturbances of traffic routes, raw material shortages, and interventions by authorities.

C Our delivery obligation shall be void without us being liable for any damages if the events quoted under B) make delivery impossible. The same applies if delivery is generally impossible. If the purchaser demonstrates that later fulfillment due to the delay is of no interest to him, he may withdraw from the contract excluding further claims.

D Irrespective of the cases quoted under A) – C), delivery may be refused if the expenditure which will be incurred is not in the purchaser's interest, or if the expenditure is unreasonable in the case of a personal service provision.

8. DEFAULT

A Claims concerning defects on the part of the customer presuppose, insofar as the customer is a merchant, that the latter has properly met his obligations according to § 377 HGB (German Commercial Code) in respect of inspection and making complaint.

B The purchaser shall give us the opportunity to check the reported defect on site. The check must be made by us immediately if the purchaser demonstrates an interest in an immediate settlement.

C In the case of justified complaints, we will, in the case of companies, decide on either replacement or credit of the invoice value. In the case of replacement, we may ask for return of defective deliveries and for replacement of any benefits. Only in the case of a failure of subsequent fulfillment may the purchaser, with a reasonable period of grace with threat of refusal and the fruitless expiry of such period, at his own discretion withdraw from the contract or request reduction of the purchasing price. Further claims by the purchaser shall be excluded in the case of companies. The assertion of rights for reduction/withdrawal and the claim for compensation for damage instead of performance after an unsuccessful rectification of defects do not require the setting of a deadline if this is not required under the particular circumstances. The right to withdraw is excluded in the case of minor dereliction of duties. If the purchaser is a company, we do not assume any liability for defects only based on minor deviations from the agreed condition or minor reduction in usability.

D The condition of materials to be bonded may vary, and we do therefore not guarantee that our products are suitable for the purchaser's specific purpose. We recommend that the purchaser checks the suitability for the respective purpose.

E In the case of a guarantee for the quality of a product, our liability towards companies is limited to paragraph 7 subparagraph c, unless the guarantee is to protect the purchaser against such subsequent damage. This is only the case if we have confirmed to the purchaser expressly and in writing that we guarantee the suitability of our product for the purchaser's specific purpose.

F Data sheets and advice are intended to assist the purchaser in using our products. They are provided with the best of our knowledge, based on our experience and on tests but do not represent any guarantee of properties.

G Even if we support the purchaser with application technology, the purchaser bears the risk of the success of his work.

9. LIMITATION OF LIABILITY

A If the purchaser is a company, liability is assumed pursuant to legal provisions if damage is caused by wilfulness or gross negligence even on the part of our representatives or vicarious agents if no other express agreements have been made. In all other cases, we shall only be liable under the Product Liability Act, for injury to life, limb or health or for culpable breach of material contractual obligations. Claims for compensation for breach of fundamental contractual obligations are limited, however, to foreseeable injuries typical to the contract. Our liability is also limited to foreseeable damages typical to the contract in case of gross negligence when none of the exceptions stipulated in clause 2 of this paragraph apply. Liability for damages caused by the delivered goods to objects of legal protection of the other party is expressly excluded. This clause does not apply in cases of wilfulness and gross negligence or in cases where liability for injury to life, limb or health resulting from the wilfulness or gross negligence applies.

10. STATUTE OF LIMITATION

A Claims for damages of companies generally expire after 1 year with the exception of claims for injury to life, limb and health, warranty and claims pursuant to the Product Liability Act.

11. TERMS OF PAYMENT

A Our invoices shall be payable 30 days after the date of the invoice, net cash. In the case of receipt of payment within 10 days of the date of the invoice, a 2% cash discount on the net value of the goods will be granted. No discount may be deducted from new invoices as long as old invoices are still unsettled.

B Drafts and cheques are only accepted as a means of payment and are subject to their negotiability. The cost of negotiation and collection shall be borne by the purchaser.

C If the purchaser is a company, a legal entity subject to public law or a separate estate under public law, purchaser shall not be entitled to retain or offset payments for any counterclaims including claims resulting from defaults unless the counterclaims are uncontested, recognised or legally binding.

D In the case of non-observance of the term of payment, the purchaser shall be in default and interest of 5 percentage points above the applicable basic interest rate of the European Central Bank shall be payable from the due date, further claims for damage caused by delay being reserved. Non-users shall pay interest of 9 percentage points above the applicable basic interest rate of the European Central Bank. We are still entitled to payment of a flat rate sum of EUR 40.-. The flat rate would be offset in the case of damages owed, insofar as the damages are based on the costs of legal action.

E If the purchaser is in default of payment for more than 1 week, or if conditions become known which raise doubts concerning his credit standing, all our claims shall become due immediately, irrespective of any signed drafts. In such a case, we are entitled to make delivery only against payment in advance or against a security, or to refuse further fulfillment of a contract and compensation for damages after a reasonable period of grace due to non-fulfilment.

F Agents are only entitled to collection with a special written power of attorney.

12. WITHDRAWAL BY THE PURCHASER

A If the purchaser withdraws from a contract in an unjustified manner, we may, notwithstanding the option to claim for higher damages, request 10% of the net value of the goods for the costs accruing from order handling and for lost profit. The purchaser may demonstrate a lower amount of loss.

13. RETENTION OF TITLE

A We reserve the title on the object of delivery until the purchase price has been paid in full. If the purchaser is a company, we also retain the title on the object of delivery until fulfillment of all claims

that we may have against the purchaser from the entire business relationship.

B The purchaser may process or sell goods subject to the retention of title in the due course of business. Any other means of disposal shall be prohibited.

C Any claims that the purchaser may have from the use of goods subject to the retention of title are assigned to us beforehand. If goods which are subject to the retention of title are sold or processed together with other goods which are not ours, the assignment shall be limited to the part of claim which accords with the delivery value of goods subject to the retention of title to the delivery value of goods which are not ours.

D The purchaser may only collect assigned receivables in the due course of business.

E Processing or conversion of goods by the purchaser is always made on our behalf. If the supplied goods are processed together with other goods which are not ours, we shall acquire co-ownership on the new object relative to the value of the supplied goods to other processed goods immediately at the time of processing. If the supplied goods are inseparably mixed with other goods which are not ours, we shall acquire co-ownership of the new object relative to the value of the supplied goods to other mixed goods. The purchaser shall keep co-ownership on our behalf.

F The purchaser shall inform us immediately about access of third parties to goods subject to the retention of title or to assigned receivables. Any cost of intervention shall be borne by the purchaser.

G The entitlement of the purchaser to dispose of goods subject to the retention of title and to collect assigned receivables shall become void when the conditions as per paragraph 10 subparagraph E occur, or in the case of bill or cheque protests. In such a case, we may take into our possession the goods subject to the retention of title and to access for such purpose the purchaser's premises. The resulting costs shall be borne by the purchaser. Any prior withdrawal from our side is not necessary. Upon request, the purchaser shall provide information and documents required to designate assigned receivables and claims as far as there is justified evidence that our claim against the purchaser is uncollectible. This is assumed in particular under the conditions as per paragraph 10, subparagraph E.

H If the value of securities provided exceeds our claims by more than 20%, we shall upon request release the above securities at our discretion by the relative amount.

14. RETURN OF DELIVERED GOODS

A In general, a return of delivered goods other than in cases stipulated by legal or contractual provisions or stipulated in these General Terms and Conditions is excluded. For sound claims we reserve the right to charge a handling fee of 20% of the net value of the returned goods. Soiled or defective carriers and products spoiled by improper storage are not credited. In these cases, a disposal fee at the rate of the actual disposal costs incurred is charged. The customer returning the goods will bear the transport risk and the forwarding charges from place of delivery to our premises or to a disposal plant.

15. APPLICABLE LAW, PLACE OF JURISDICTION

A The supply contract is subject to the law of the Federal Republic of Germany. The application of uniform laws on the international purchase of movable goods or the conclusion of international purchase contracts for movable goods shall be excluded.

B The place of performance for delivery and payment shall be our company headquarters.

C The place of jurisdiction shall be Siegen if the purchaser is a company, a legal entity subject to public law or a separate estate under public law.

16. SEVERABILITY CLAUSE

If any provision in the contract is or becomes invalid, such provision shall not affect the validity of the remaining provisions.

[Continuation overleaf ►](#)