

General Terms of Delivery and Payment for the Sale of Goods

1 General

- 1.1 Deviations from these General Terms of Delivery and Payment (particularly the application of the Buyer's purchase conditions) require our express approval.
- 1.2 Our offers are subject to alteration. Orders are only binding to us if we do confirm them or if we fulfil them by shipping the goods. Verbally made collateral agreements are only valid if we do confirm them in writing.
- 1.3 You should observe third parties' intellectual property rights when using the supplied goods.

2 Delivery

- 2.1 Delivery deadlines start on the date, on which we confirm the order; however, not before all details of performance have been settled. Notwithstanding our rights resulting from the Client's delay, the delivery deadlines are extended by that period, by which the Client does not meet his obligations towards us. This applies to delivery dates accordingly.
- 2.2 If we are late in our performance, the Client should grant us a reasonable grace period. After futile expiration of such period, the Client may withdraw from those quantities and services that have not yet been reported ready for shipment until the expiration of the grace period. The Client is entitled to withdraw from the entire contract only if the provided part performance is of no interest to him.

3 Invoicing

- 3.1 For the lack of deviating agreements, our deliveries are ex works, without packing, freight and VAT.
- 3.2 The prices applicable on the day of delivery apply to the prices charged. If those prices are higher than on the day the contract had been concluded, the Client is entitled to withdraw from the contract regarding the quantity not taken yet within fourteen (14) days of the information about such increase in prices.
- 3.3 If for instance delivery with prepaid freight has been agreed, the prices that we have quoted are based on the freight and extra charges applicable at the time when the offer was made. Hence, they are adapted to the changed rates of the freight and extra charges for our delivery in favour or at the expense of the Contractor, without the Client being entitled to withdraw from the contract as far as such are concerned.

4 Force Majeur

Events of force majeure (as such apply circumstances and occurrences that cannot be prevented by diligence of proper business management) suspend the parties' contractual obligations for the duration of such disturbance and for the scope of its effect. Should delays resulting from this exceed the period of six (6) weeks, both parties to the contract are entitled to withdraw from the contract regarding the performance that has been affected. The parties are not entitled to any further claims.

5 Payment

- 5.1 Our invoices are due for payment without discount promptly after the invoice date and are payable net cash. Place of payment is 76877 Offenbach. The arrival of the payment with us is decisive for the timeliness of payment.
- 5.2 The presentation of bills of exchange requires our approval; their charges and costs as well as the risk of timely presentation and protesting shall be fully borne by the Buyer.
- 5.3 In the event of default of payment or if there is reasonable doubt about the Buyer's solvency or creditworthiness, we are entitled to claim guarantees or advance payment for outstanding deliveries and to make all offers resulting from this business relationship payable immediately, irrespective of our other rights.
- 5.4 The Buyer is entitled to offset claims or to withhold payment only against or in case of undisputed claims and such established by court decision.

6 Shipment

- 6.1 Loading and shipment are made uninsured at the consignee's risk.
- 6.2 We will endeavour to consider the Buyer's requests and interests regarding the type and route of shipment; additional costs caused by this (even in case of agreed delivery with prepaid freight) are at the Buyer's expense.

7 Warranty

- 7.1 All information about our products' suitability, workmanship and application, about the technical support and other details are given to the best of our knowledge; however, they do not release the Buyer from performing his own checks and tests.
- 7.2 Upon arrival, the Buyer should promptly examine the delivered goods (if reasonable even by trial processing) for defects regarding their quality and purpose of application. Otherwise, the goods will be regarded as approved.
- 7.3 Complaints will be considered only if made in writing promptly after the goods have been received by attaching supporting documents (in case of hidden defects after such defects have been detected); however, one year after the goods have been received at the latest.
- 7.4 If a purchased product is faulty, we are entitled at our option to remedy performance in the form of repairing that defect or to deliver a new product free from defects. In case a defect is repaired, we shall bear the expenses for this only up to the amount of the purchase price. If the repair fails, the Buyer is entitled at his option to withdraw from the contract or to claim reduction in price.

8 Compensation

As far as permitted by law, our obligation to pay damages (no matter for what legal ground) is limited to the invoice value of our quantity of goods that have been directly involved in such damage-causing event. This does not apply if we are fully liable for intention or gross negligence pursuant to compelling legal regulations.

9 Reservation of title

- 9.1 The sold goods remain our property until our claims resulting from the business relationship with the Buyer have been paid completely. The Buyer is entitled to dispose of the purchased goods in the proper course of business.
- 9.2 Such reservation of title does even cover those products that emerge from processing, mixing or combining our goods at their full value, but we are considered being the manufacturer. In case of processing, mixing or combining our goods with products of a third party, the title of which is retained, we shall acquire co-ownership in such processed goods in proportion to the invoice value.
- 9.3 For providing security, the Buyer does already now assign to us any claims against third parties (in total or in the amount of a possible co-ownership share respectively - cf. Clause 9.2) that result from reselling the goods. He is authorised to collect such claims on our account until further notice or until he stops his payments to us. The Buyer is even not entitled to assign such claims for the purpose of collecting the claims by way of factoring, unless the factoring party undertakes simultaneously to effect the counter-performance amounting to the portion of our claim directly towards us as long as our claims against the Buyer continue to exist.
- 9.4 The Buyer should inform us immediately by registered letter about the access of third parties to our goods and claims.
- 9.5 Exercising the reservation of title shall not mean a withdrawal from the contract.
- 9.6 The goods and the claims taking their place may not be pledged to third parties nor be assigned or ceded by way of security until our claims have been paid in full.
- 9.7 Should the value of the securities exceed our claims by more than 20%, we will release securities at our option if requested by the Buyer.

10 Place of performance and legal venue

The place of performance is the respective place of shipment of the goods; the place of payment is Landau. If the Buyer is a commercial entity, the legal venue is Landau or his common legal venue at our option.