General Terms of Business

I. Scope of these General Terms of Business

1. These General Terms of Business (GTBs) apply exclusively with respect to enterprisers and legal persons under public law. We do not acknowledge terms of the contractual partner that contradict or deviate from our GTBs. They are only binding for us insofar as we have expressly agreed to such terms in writing in the individual case. Our GTBs also apply if we perform delivery to the contractual partner without reservation in the knowledge of terms of the contractual partner that contradict or deviate from our GTBs.
2. Our GTBs also apply to all future business relationships between us and the contractual partner.

II. Offer and order placement, written form

1. Upon request, we shall prepare a binding offer that may be accepted within five workdays of receipt. Changes to the offer are deemed a new offer. Insofar as an offer has been accepted and a subsequent change is negotiated, the change or preparation of a new offer will be subject to a cost. We may make changes dependent on an advance payment on its costs.
2. All offers, agreements, disclosures and recommendations of our employees, as well as other contractual ancillary agreements, reservations, changes and supplements require the written form to be valid. This applies equally to the rescission of the requirement for the written form.
3. We reserve property rights and copyrights to all documents provided in connection with order placement. The contractual partner may not make these offer documents accessible to third parties.

III. Sample and quality information

1. Analysis data and information about other quality characteristics reflect the best of our knowledge according to the current state of the art and our design.
2. Samples and templates correspond to the current average condition of the goods, unless a separate quality agreement is made for a defined period. Other performance data is only binding if it is expressly agreed in writing.

IV. Delivery, default on delivery and liability

1. Agreed delivery dates and periods are always subject to the condition of correct, punctual and complete self-delivery with the raw and auxiliary materials required to manufacture the goods. We are permitted to render partial deliveries.
2. We are released from our delivery duty insofar as we have completed a congruent cover transaction with the respective supplier and, without fault ourselves,

we are then not supplied correctly or punctually. We shall promptly inform the contractual partner of non-supply and assign the rights resulting from the cover transaction due to the incorrect or incomplete delivery to the contractual partner, insofar as we have not incurred damages ourselves.

3. The contractual partner shall cooperate in acceptance and inform us in good time with respect to impaired delivery conditions.
4. Should the delivery/collection become delayed for reasons attributable to the contractual partner, it shall assume the costs of storage and the risk of accidental loss or accidental damage. For example, this includes, but is not limited to, the provision of non-road-worthy trucks. Such vehicles will not be loaded.
5. In the event of default on delivery, we shall assume liability only for intent and gross negligence, although the damage is limited to the foreseeable and contractually typical damages, unless the customer refers to possible extraordinary circumstances in this respect prior to contract conclusion.
6. In the event of default on delivery on the part of an enterpriser, a compensation will become due in the amount of 5% of the delivery value for each week started, but no more than 15% of the delivery value. Further compensation claims are not affected by this provision. The enterpriser is permitted to furnish evidence of a lesser damage. Reference is made to Section 288 (5) of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB).

V. Force majeure

1. In the event of force majeure, in particular strikes, lock-outs, unforeseeable operational disruptions, unavoidable resource shortages and other unpreventable events for which we are not responsible, we may limit or suspend the delivery for the duration of the effects. If the event of force majeure lasts longer than two months or leads to the permanent impossibility of performance, we may also withdraw from the contract in part or whole. This also applies if our upstream suppliers, who are engaged as vicarious agents for us, are partially or fully released from delivery duty as a result of force majeure. We shall promptly inform the contractual partner with respect to the event of force majeure. In such cases, we are permitted to perform delivery with a corresponding delay including a reasonable start-up time. The contractual partner may set us a reasonable grace period upon expiry of four weeks of the occurrence of the event, with the notice that it shall reject the delivery after expiry of the grace period. Following fruitless expiry of the grace period, the contractual partner is permitted to withdraw from the purchase contract by means of written declaration. In the event of withdrawal, the contractual partners shall reimburse any advance payments already settled.
2. If in cases of force majeure the quantities of goods at our disposal are insufficient to satisfy all customers, we shall be permitted to carry out uniform reductions for all delivery obligations; moreover, we shall be released from the delivery duty.

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VI. Handling and containers

1. Insofar as our goods are covered by the German Ordinance on Hazardous Substances (*Gefahrstoffverordnung* – GefStoffV), the contractual partner is obliged to observe our product-specific safety datasheet when storing and processing such goods and to forward the corresponding data to its customer when reselling such goods. Up-to-date safety datasheets can be obtained from us. In the event that the goods delivered by us are classified as hazardous goods, these may only be stored and transported in the approved packaging and modes of transport, with the prescribed labelling.
2. Following the agreed leasing period, leased containers must be promptly returned to our warehouse, fully emptied and carriage paid. These may not be used for other purposes or contaminated. The contractual partner shall be liable for the loss of or damage to leased containers in its custody, even if it is not at fault. Leased containers not returned properly or on time will be charged to the contractual partner at the replacement value.

VII. Transfer of risk

1. Unless otherwise determined by the order confirmation, the delivery is agreed "ex works" in accordance with the current Incoterms.
2. We are not obliged to expressly disclose provision to the contractual partner if a date has been agreed for acceptance.
3. The risk is transferred to the buyer as follows even in the case of carriage-paid or CIF delivery: In the case of the consignment purchase of an enterpriser, the risk is transferred when goods are sent for dispatch or have been collected. Should the dispatch and/or provision become delayed for reasons attributable to the buyer or if the buyer enters into default on acceptance for other reasons, the risk is transferred to the buyer in these cases.

VIII. Complaints

1. Guarantee rights of the customer are subject to the condition that the customer duly complies with their duties to inspect and complain in accordance with Section 377 of the German Commercial Code (*Handelsgesetzbuch* – HGB). Complaints must be made promptly in writing.
2. In the case of quality complaints, a sample of at least one litre must be returned without undue delay, the remaining quantities must be in the original container and any goods in use must be secured, if applicable. Moreover, we must be granted the opportunity to take all necessary measures to review the complaint on site, if necessary.
3. Complaints are no longer permissible if we are unable to subsequently review the goods, except in the case of the intended use or processing of the goods. All liability is rejected for goods that were further processed or sold with an obvious defect or after discovery of a hidden defect without our consent.

4. Goods subject to complaint may only be returned with our express agreement. In the case of a justified complaint, we shall refund the costs of the cheapest form of delivery.
5. In the event that, in deviation from Point VII 1, another form of delivery than "ex works" is agreed, the contractual partner must document transport damages with respect to the carrier and promptly inform us in writing.
6. Measures to reduce damage are not deemed to be acceptance of a complaint. During negotiations regarding any complaints, we reserve the right to object on the grounds that the complaint was not on time, not objectively justified or was otherwise inadequate.

IX. Liability for defects

1. In the case of a justified complaint, we shall be permitted at our discretion to perform subsequent fulfilment in the form of defect rectification or the delivery of a new defect-free item. In the event of defect rectification, we shall only assume expenses up to the amount of the purchase price.
2. We shall be liable in accordance with the statutory conditions, insofar as the contractual partner asserts compensation claims based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of any wilful breach of contract, the liability for compensation is limited to the foreseeable, typically occurring damage.
3. Liability due to the culpable and grossly negligent injury of life, limb or health remains unaffected. This also applies to mandatory liability according to the German Product Liability Act (*Produkthaftungsgesetz* – ProdHaftG).
4. Unless otherwise agreed above, liability is excluded.
5. The limitation period for claims for defects amounts to one year, counted from the transfer of risk.

X. Other liability

1. Further lability to pay compensation than as prescribed in Points IV and X is excluded, irrespective of the legal nature of the asserted claim. In particular, this applies to compensation claims due to fault in contract conclusion, due to other breaches of duty or due to tortious claims to compensation for property damages according to Section 823 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB). This limitation also applies insofar as the contractual partner demands the compensation of expenses in vain instead of a claim for the compensation of damages.

2. To the extent that the liability to pay compensation is excluded or limited on the part of ourselves, this also applies with respect to the personal liability to pay compensation on the part of our employees, representatives and vicarious agents.

XI. Payment conditions

1. The contractual partner is only permitted to set-off and to exercise a lien and/or right of retention if the counterclaims are legally determined or are undisputed.
2. Insofar as we are committed to advance performance, we are authorised to deny our performance if it becomes clear after contract conclusion that our claim to payment is endangered due to the lack of solvency of the contractual partner or justified doubts regarding its creditworthiness. In this case, we may determine a suitable period in which the contractual partner must settle payment or pay a security at its discretion concurrent to our delivery. Following fruitless expiry of this period, we may withdraw from the contract.

XII. Reservation of ownership

1. We retain ownership in the supplied item until complete payment of all claims arising from the supply contract. We are permitted to withdraw from the purchase contract and demand the return of the goods if the contractual partner acts in violation of the contract.
2. The buyer is obliged to treat the purchased item with care for as long as ownership has not yet transferred to it. In particular, the buyer is obliged to sufficiently insure the item at its own cost against loss damages up to the new value. So long as the ownership has not yet transferred, the buyer must promptly inform us in writing if the supplied item is seized or otherwise exposed to third-party interventions. Insofar as the third party is not able to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to Section 771 of the German Civil Code of Procedure (*Zivilprozessordnung* – ZPO), the buyer is liable for the expense we incur.
3. The buyer is permitted to resell the reserved goods in the ordinary course of business. The buyer hereby already assigns to us the claims of the customer from the resale of the reserved goods in the amount of the agreed final invoice amount (including value added tax). This assignment applies regardless of whether the purchase item has been resold without or following processing. The buyer remains authorised to collect the claim even after the assignment. Our authorisation to collect the claim ourselves remains unaffected. However, we will not collect the claim so long as the buyer complies with their payment obligations from the proceeds gained, is not in default on payment and in particular no request to open insolvency proceedings is filed or payment insolvency occurs.

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XIII. Data storage

1. We may store relevant personal data about the contractual partner in connection with our business relationships.

XIV. Jurisdiction, place of fulfilment, legal system

1. The place of fulfilment and exclusive jurisdiction for all disputes arising from this contract is our registered address, provided that the contractual partner is a merchant.
2. German law applies to the contract, with the exclusion of the UN Convention on the International Sale of Goods (CISG).
3. Where Incoterms are agreed, the respectively valid version applies.
4. Should individual provisions of the contract with the contractual partner including these General Terms of Business be or become partially or wholly invalid, this will not affect the validity of the remaining provisions.