

General Terms and Conditions of Sale (ToS)

1. Order

Our offers are subject to change. Orders and/or oral agreements are binding on us solely if and when, and to the extent that, we have confirmed their validity in writing or fulfilled them by dispatching the products.

Any deviations from our ToS, in particular pursuant to, but not limited to, Buyer's terms and conditions, will be applicable solely if and when we have confirmed them in writing.

2. Invoicing

The invoice will be issued in accordance with the weight at the time of dispatch and with the agreed price. If no specific prices have been agreed, our prices as applicable on the day of delivery will be applied.

If and when the agreed delivery period exceeds a period of 4 months from the conclusion of the contract, or if and when the delivery is delayed for a period in excess of 4 months owing to reasons for which the Buyer alone is accountable or which fall solely within its sphere of risk, we are entitled to charge our prices as applicable on the day of the delivery. If and when the price increase amounts to more than 5% of the noted purchase price, the Buyer is entitled to rescind the contract. The rescission right expires if and when the Buyer does not exercise the right within a period of 2 weeks, beginning with the date of the notification of the new price. In all other respects, the rescission will become null and void if and when we declare our willingness to perform the delivery at the prices in effect at the [time] of the order within a period of 14 days after receipt of the rescission declaration. An increase in any ancillary costs for freight, customs duties and tax levies, including value-added tax, shall not be deemed a price increase.

3. Payment

The payment period is 30 days from receipt of the invoice unless special payment periods have otherwise been granted. We grant a cash discount of 2% on payments effected within 10 days. In the event that doubt regarding the Buyer's solvency arises, we are entitled to request advance payment and, if and when the goods have been delivered, to revoke any payment periods which have been granted. If and when the payment period is exceeded, we are entitled to charge interest in the amount of the usual bank debit interest, but as a minimum at a rate 5% above the current 3-month Euribor, on any invoice amounts which are still outstanding.

If and when we accept bills of exchange, any discount and bank fees shall be borne by the Buyer. We do not assume any warranty for timely presentation and protest. Offsets against our claims or a right of retention may be exercised solely if and when the counterclaim is undisputed or has been finally adjudicated.

4. Delivery and Acceptance

Any delivery dates we have designated are non-binding unless we have expressly confirmed them in writing as a "binding delivery date". In this case, delivery date shall be understood to mean the date on which the goods are dispatched.

In the event of default for which we are accountable, the Buyer is not entitled to assert any further rights until a reasonable subsequent period which it has set after occurrence of the default has expired fruitlessly.

Liability in the event of default is restricted in its amount to the invoice value of the quantity of the goods for which we are in default of delivery. Our delivery obligation is suspended as long as the Buyer on its part is in default of fulfillment of an obligation from previous business transactions.

Force majeure, operational disruptions, failure of our own suppliers to comply with delivery deadlines, shortages of raw materials, energy or labour, strikes, lock-outs, difficulties in procuring means of shipping, shipping disruptions and official orders suspend the obligation for delivery or acceptance for the duration of the disruption and in the scope of their impact. If as a consequence the delivery is delayed for more than 1 month, the Buyer is entitled to rescind the contract with respect to the quantity affected by the delivery disruption; if the acceptance is delayed for more than 1 month, we are entitled to rescind the contract with respect to the quantity affected by the acceptance disruption. No other claims accrue to the parties.

5. Packaging

Our special terms and conditions apply to deliveries in returnable packaging or in the Buyer's own packaging materials. Disposable containers and packaging may be re-used in business trade solely after our company logo and name and our trademarks and designations have been rendered unrecognisable.

6. Shipping

All consignments are shipped at the Buyer's risk and expense. We select the type and route of shipping. We will strive to respect Buyer's wishes. Any additional costs incurred as a result shall be borne by the Buyer. The risk also transfers to the Buyer upon dispatch from the supplier's location in the event that delivery with free shipping has been agreed.

7. Warranty and Liability

The Buyer shall examine the consignment without delay — if necessary, by processing a sample — to determine whether quantity, characteristics and quality of the delivered goods are in order; any complaints shall be submitted in writing without delay. A precise description of the nature of the complaint along with the invoice and consignment number must be included in the notification.

Any complaint of defects submitted after the expiration of 8 days from receipt of the goods will be excluded from the warranty unless the defects could not be discovered by careful examination. Any and all liability expires upon the processing of the goods unless the reason for the complaint is not previously discoverable; however, liability expires at the latest 6 months after receipt of the goods.

The existence of a defect which has been determined and for which effective complaint of defect has been submitted establishes the following rights for the Buyer. In the event of defects in the goods, the Buyer initially has the right to request subsequent performance from us. We exercise the option of delivering new goods or remedying the defect in the delivered goods according to our own judgement. If and when the first attempt at subsequent performance fails, we have the right, at our option, to undertake a repeated attempt at subsequent performance. If the repeated attempt at subsequent performance also fails, the Buyer has the right to rescind the contract or to reduce the purchase price.

The Buyer may request damage compensation or reimbursement for futile expenditures solely and exclusively in cases of gross negligence or wilful intent in the breach of the obligation to deliver defect-free products. It shall present evidence of the cause and the amount of the damage or loss which has occurred. The above provision applies to futile expenditures as well.

Goods which are the object of any complaint may be returned to us solely with our express agreement.

8. Information and Consulting

Information about our products, technical consulting and other representations as well as information about possible processing and applications are provided to the best of our knowledge, but are nevertheless non-binding; Buyer's liability claims based on simple and medium negligence are excluded.

9. Retention of Title

We retain title to the delivered goods as security for any and all receivables due to us from the Buyer, including those from future business transactions, until said receivables have been paid in full, including any refinancing or reverse bills of exchange (reserved goods).

Our title extends to any new products created by the processing of the reserved goods. In the event of processing, combination or mixing of the goods with products which do not belong to us, we acquire co-ownership pursuant to Sections 947, 948 BGB [German Civil Code]. No claims accrue to the Buyer from the processing of the reserved goods for us and from their safekeeping.

The Buyer assigns to us here and now any and all receivables accruing to it from the sale of reserved goods from our current and future deliveries of products, including bills of exchange and cheques, as security for the pertinent receivables pursuant to Subsection 1. In the event of the sale of goods to which we have title of co-ownership pursuant to Subsection 2, second sentence, the assignment is limited to the share of the receivable corresponding to our share of co-ownership. If and when reserved goods are sold in conjunction with other products at a total price, the assignment is limited to the proportionate amount of our invoice (including value-added tax) for the reserved goods which have been processed with other products. In the event of processing within the context of a contract for works, the claim for labour compensation is assigned to us here and now in the amount of our invoice (including value-added tax) for the reserved goods which have been processed with other products.

As long as the Buyer is willing and capable of properly fulfilling its obligations to us, it may in the ordinary course of business dispose of the goods to which we hold title and collect the receivables assigned to us. Assignments by way of security, liens and assignments of receivables, including the sale of receivables, may be undertaken solely with our prior written consent; this provision applies to export transactions as well. If and when the Buyer does not fulfil its payment obligations despite receipt of a dunning notice, or if significant doubts regarding the Buyer's creditworthiness arise, the Buyer shall upon our request submit a list of inventory stock and give us the opportunity to secure its return; moreover, the Buyer shall notify its customers of the assignment and submit to us any and all required information and documentation. A request for return of the goods shall not be construed as rescission of the contract unless we expressly declare the rescission in writing. If and when the value of the security we hold exceeds that of the secured receivables by more than 20%, we will, at the Buyer's request and at our option, release the excess security or secure its release.

10. Trademarks

Many of the delivered products are marked with trademarks. If and when these products are further processed, mixed as ingredients or additives with other substances or similarly processed, the trademarks may be used as labels, descriptions or in any other relationship to the manufactured products solely and exclusively with the specific written consent of the holder of the trademarks. The above provision applies to any and all processing steps during the manufacture of a product. The delivery of products with a trademark shall not be construed as consent for the use of the trademark for the manufactured products.

If and when consent for the use of trademarks is given, said consent is subject to compliance with the terms and conditions — in particular, but not limited to, quality standards — as set forth by the holder of the trademarks.

11. Place of Performance

Place of performance for delivery is our shipping point for the specific consignment; place of performance for payment is Homburg. Saarbrücken is hereby agreed as sole and exclusive venue for any and all disputes arising from contracts with buyers who are registered merchants. Saarbrücken is hereby agreed as the venue for dunning procedures with all other buyers. Legal statutes apply in all other respects. Business relationships with customers in other countries shall be governed by German law.