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## **General terms and conditions of delivery**

### **§ 1 General - Scope**

1. The terms and conditions apply to all current and future business relationships in entrepreneurial business transactions.
2. Any deviating, conflicting or supplementary general terms and conditions shall not become part of the contract, even if known, unless their validity is expressly agreed.

### **§ 2 Conclusion of contract, performance**

1. Our offers are subject to change without notice. We reserve the right to make technical changes as well as changes in shape, colour and / or weight within the scope of what is reasonable.
2. By ordering the goods, the customer bindingly declares that he wishes to purchase the ordered goods. We are entitled to accept the contractual offer contained in the order within two weeks of receipt. Acceptance may be declared either expressly or by delivery of the goods to the customer.
3. The conclusion of the contract is subject to correct and timely delivery by our suppliers. This shall only apply in the event that we are not responsible for the non-delivery, in particular if a congruent hedging transaction has been concluded with our supplier. The customer will be informed immediately of the non-availability of the service. The consideration will be refunded immediately.
4. our products are sold exclusively for commercial and industrial use in accordance with the provisions in our technical data sheets. Passing on to private individuals is excluded.

### **§ 3 Retention of title**

1. We retain title to the goods until all claims arising from an ongoing business relationship have been settled in full.
2. The customer is obliged to treat the goods with care. Insofar as maintenance and inspection work is required, the customer shall carry this out regularly at his own expense.
3. The customer is obliged to inform us immediately of any access by third parties to the goods, for example in the event of seizure, as well as any damage to or destruction of the goods.

The customer must also notify us immediately of any change of ownership of the goods and of his own change of residence.

4. We are entitled to withdraw from the contract and demand the return of the goods in the event of a breach of contract by the customer, in particular in the event of a default in payment or a breach of an obligation under Sections 3 and 4 of this provision.

#### **§ 4 Remuneration**

1. If, during the term of contracts between the conclusion of the contract and delivery or performance, increases occur, e.g. in raw material or material prices, wage costs, transport costs, taxes or levies, we shall be entitled to make a price adjustment corresponding to these factors.

In the event of any other increase in our prices within the framework of continuing obligations, the customer may withdraw from the contract after the increase has taken place.

2. If the customer makes changes after conclusion of the contract, we may adjust the prices in accordance with the additional costs caused by the change.

3. The prices do not include the statutory value added tax.

4. For quantities of 200 kg / litre, we deliver to the catchment area covered by the tours of our own fleet free to the door at the earliest opportunity. Otherwise, we charge a minimum quantity surcharge and the freight costs. The amount of the minimum quantity or freight surcharges can be found in the valid offer or can be requested from us if required.

5. The customer undertakes to pay the purchase price after receipt of the goods on the agreed due date without deduction, otherwise within 30 days. During the period of default, the customer shall pay interest on the monetary debt at a rate of 9% above the base interest rate. We reserve the right to prove and assert higher damages caused by default.

6. The customer shall only have a right of set-off if his counterclaims have been legally established or recognised by us. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.

#### **§ 5 Transfer of risk**

1. The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer upon handover, in the case of sale by delivery to a place other than the place of performance, upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.

2. The handover is the same if the buyer is in default of acceptance.

## **§ 6 Warranty**

1. We provide warranty for defects of the goods initially at our discretion by rectification or replacement delivery.
2. If the subsequent performance fails or is refused by us, the customer may in principle demand a reduction of the remuneration (abatement) or rescission of the contract (withdrawal) at his discretion. However, in the event of only a minor breach of contract, in particular in the event of only minor defects, the customer shall not be entitled to withdraw from the contract.
3. The customer is obliged to inspect the goods without delay and must notify us in writing of any obvious defects within a period of 10 days from receipt of the goods; otherwise the assertion of the warranty claim is excluded. Timely dispatch shall be sufficient to meet the deadline.
4. § 7 shall apply to claims for damages.
5. Only the product description shall be deemed agreed as the quality of the goods. The product description or other product information do not constitute a guarantee. The content and our advice do not release the customer from the necessity to check our products for suitability for use in the customer's business and for the special requirements there.

The customer is responsible for all prerequisites for placing our goods on the market, processing or using them outside the Federal Republic of Germany, such as notifications, registrations, etc. The customer is also responsible for all other prerequisites. Insofar as these prerequisites are different from those for placing on the market, processing or use in Germany, they shall be created by the customer himself.

## **§ 7 Liability, exclusion of liability, cases of force majeure**

1. if the goods are delivered as a result of culpably omitted or faulty suggestions or advice given by us before or after conclusion of the contract, or  
  
culpable breach of other ancillary contractual obligations - in particular instructions for the use, operation and maintenance of the goods - from the  
  
customer cannot be used in accordance with the contract, the provisions of sections § 6 and § 7 paragraph 2 shall apply to the exclusion of further claims of the customer.
2. We shall only be liable - on whatever legal grounds - for damage that has not occurred to the delivery item itself.
  - a. in the case of intent,
  - b. in the event of gross negligence on the part of the owner / executive bodies or senior employees,

- c. in the event of culpable injury to life, limb or health,
- d. in the case of defects which he has fraudulently concealed,
- e. within the framework of a guarantee commitment,
- f. in the event of defects in the delivery item, insofar as liability is assumed under the Product Liability Act for personal injury or property damage to privately used items.

In the event of culpable breach of material contractual obligations, the Supplier shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract.

Further claims are excluded.

3. In the event of force majeure (e.g. industrial action, natural disasters, riots, transport delays, interruptions of production, epidemics or pandemics, or other disruptive or unforeseen events beyond our control or responsibility), we shall be released from our obligation to perform for the duration of the event. Dates and deadlines shall be postponed by the duration of the force majeure. This also applies if such events occur during an already existing delay or if the event of force majeure occurs at a subcontractor or supplier.

#### **§ 8 Limitation**

All claims of the customer - for whatever legal reasons - are subject to a limitation period of 12 months. The statutory periods shall apply to claims for damages in accordance with § 7 paragraph 2 a-d and f. These shall also apply if longer limitation periods apply due to mandatory statutory provisions, such as for defects in a building or for delivery items that were used for a building in accordance with their customary use and caused its defectiveness.

#### **§ 9 Environmental protection**

By taking possession of the goods, the customer also assumes the public - legal obligations. He assures us that he has the necessary knowledge, facilities and suitable personnel for the possession, further processing and handling of the goods ordered by him.

#### **§ 10 Packaging**

If the delivery is made in returnable containers, these must be returned to us carriage paid within 30 days of the date of delivery in a closed, uncontaminated, completely empty and undamaged condition. From the 2nd month after the day of delivery, we are entitled to charge costs for replacement if the buyer is not able to provide us with the containers. The buyer shall bear the risk of loss, destruction or damage until the return of the returnable containers to our factory.

2. If the delivery is made in deposit containers, the deposit credit shall be issued if the containers are returned to us carriage paid in a closed, uncontaminated, completely empty and undamaged condition. If no return is made or the return is made in a condition that can no longer be used, no deposit credit can be issued. The buyer shall bear the risk of loss, destruction or damage until the return of the deposit containers to our factory.

3. disposable packaging will not be taken back by us, instead we will name a third party to the purchaser on request who will recycle the packaging in accordance with the packaging ordinance.

#### **§ 11 Final provisions**

1. The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

2. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be our registered office. The same shall apply if the customer does not have a general place of jurisdiction in Germany or if the customer's place of residence or habitual abode is unknown at the time the action is brought.

3. The place of performance for all contractual obligations is our registered office.

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