

General Terms & Conditions of Delivery - Last revised: January 2024

§ 1 General scope of validity

1. The terms of business apply to all present and future business relations in commercial business.
2. Any differing, conflicting or supplementary terms of business shall not form part of any contract, even when known, unless we expressly consent to their validity.

§ 2 Conclusion of contract

1. Our quotations are subject to confirmation. We reserve the right, within reason, to make technical modifications and changes to shape, colour and/or weight.
2. In placing the purchase order for the goods, the customer is making the binding declaration to purchase the ordered goods. We shall be entitled to accept the offer of contract in the purchase order within two weeks of its receipt. The acceptance may be confirmed either by express declaration or by delivery of the goods to the customer.
3. Conclusion of contract shall be subject to correct and due delivery from our suppliers. This shall only apply if we are not responsible for the failure to deliver, especially in the case of a matching cover transaction with our supplier.

The customer will be informed immediately of the non-availability of performance. The consideration will be refunded immediately.

§ 3 Reservation of title

1. We reserve title to the goods until such time as all receivables from any business connection have been settled in full.
2. The customer shall be bound to handle the goods with care. Any servicing and inspection work which may be required must be carried out by the customer on a regular basis at its own expense.
3. The customer shall be bound to inform us immediately of any third-party access to the goods, such as by way of seizure, and of any damage to or destruction of the goods. The customer shall be bound to notify us immediately of any change of ownership of the goods and of any change of own residence.
4. We shall be entitled to withdraw from the contract and to reclaim the goods in the case of a breach of contract on the part of the customer, especially default of payment or neglect of a duty set out in paragraphs 3 and 4 of this section.
5. The customer will be entitled to sell the goods on in the normal course of business. The customer hereby assigns to us all claims in the invoice amount which accrue to the latter against a third party through the resale. We hereby accept the assignment. The customer will be entitled to collect the receivables after said assignment. We reserve the right to collect the receivables as soon as the customer fails to duly discharge its payment obligations and defaults on payment.
6. The processing and treatment of the goods by the customer shall always be carried out in our name and on our behalf. If processed with other objects not belonging to us, we shall acquire a share in ownership of the new item to the value of the goods supplied by us in proportion to the other objects involved in the processing. The same shall apply if

the goods are mixed with other objects not belonging to us.

§ 4 Remuneration

1. Should price increases occur during the term of contracts between signing of contract and delivery or service, e.g. increases in the price of raw materials, labour costs, transport costs, taxes or duties, we shall be entitled to adjust the prices, duly factoring in these changes.

In the event of any other increase in our prices in connection with continuing obligations, the customer may withdraw from the contract after any such increase.

2. If the customer makes changes after conclusion of contract, we may adjust the prices to take account of the additional costs incurred by the changes.
3. The prices do not include statutory value added tax.
4. We will deliver orders for quantities of 200 kg/litres or above free of charge on the routes covered by our own fleet of vehicles at the next available opportunity. Otherwise we will add a minimum quantity surcharge and charge the freight costs. The relevant amounts are set out in our list.

5. The customer undertakes to pay the purchase price within 30 days of receipt of the goods.

While in default, the customer shall pay interest on the debt at 9% above the base rate. We reserve the right to substantiate and claim further damages for delay.

6. The customer shall only be entitled to offset payments if the latter's counterclaims have been recognised by declaratory judgement or acknowledged by us. The customer may only exercise a right of retention if the latter's counterclaim is based on the same contract.

§ 5 Passing of risk

1. The risk of accidental perishing or accidental deterioration of the goods shall pass to the buyer on handover of the goods or, in the case of contracts of sale involving the carriage of goods, on delivery of the item to the forwarding agent/freight carrier or to the person or body instructed with the dispatch of the goods.
2. The goods shall be deemed to have been handed over if the buyer fails to take due delivery of said goods.

§ 6 Warranty

1. Under our warranty for defects in the goods we will in the first instance have the option of improving or replacing the goods.
2. If the renewed performance fails or we refuse to do so, the customer may in principle demand a reduction in the payment (reduction) or rescission of the contract (cancellation). The customer shall not have any right of withdrawal, however, in cases involving merely minor nonconformities, especially in cases where defects are only negligible.
3. The customer has a duty to inspect the goods without undue delay and must notify us of any obvious defects in text form within 10 days of the receipt of the goods, otherwise claims may not be made on the warranty in this respect. The time limit shall be deemed to have been met if the notification is sent in due time.
4. § 7 shall apply for claims based on defects.
5. The product description shall in principle be

deemed to be the only agreed specification of the condition of the goods. The product description or other product information does not constitute a guarantee. The information and our advice do not obviate the necessity to verify that the goods are suitable for the intended application in the customer's company and that they will meet the specific requirements there.

§ 7 Liability, disclaimer

1. If the customer is unable to use the goods for their contractual purpose as a result of suggestions or advice that we culpably failed to provide or that are faulty, whether before or after conclusion of the contract, or through the culpable breach of other contractual ancillary obligations – in particular instructions for the use, operation and maintenance of the goods – the provisions of sections § 6 and § 7 subsection 2 shall apply to the exclusion of further claims of the customer.

2. Our liability for damage not sustained by the delivery item itself shall be limited – regardless of legal grounds – to the following cases:

- a. Deliberate intent
- b. Gross negligence on the part of the proprietor/governing bodies or executive staff
- c. Neglect of duty entailing injury to life, limb or health
- d. Fraudulent concealment of defects
- e. Guarantee commitment
- f. Defects in the delivery item insofar as liability applies under product liability law for personal injury or property damage on privately used objects.

In the case of a negligent breach of fundamental contractual obligations, the supplier will also be liable in the case of gross negligence on the part of non-executive staff and in the case of slight negligence, limited in the latter case to such damages as are reasonably foreseeable or typical under the relevant contracts.

No further claims may be asserted.

§ 8 Limitation period

All claims of the customer, regardless of their legal grounds, shall become statute-barred after

12 months. Claims for compensation pursuant to § 7 subsection 2 a-d and f shall be governed by the statutory time limits. These shall apply even if longer limitation periods apply on the basis of mandatory statutory provisions, e.g. for defects of a structure or for delivery items that were used for a structure in accordance with their usual manner of use and caused the deficiency of the structure.

§ 9 Environmental protection

In taking possession of the goods, the customer shall also assume the relevant duties under public law and duly assures us of having the necessary knowledge, facilities and suitable personnel for the possession, subsequent processing and handling of the goods ordered by the customer.

§ 10 Packaging

1. If the goods are delivered in returnable containers, said containers must be sent back to us free of transportation charges within 30 days of the day of delivery and must be closed, clean, completely empty and in perfect condition. With effect from the start of the second month after the day of delivery, we will charge a lending fee per container and per month or part thereof at the prices specified on the relevant

list. The buyer shall bear the risk of the loss, destruction or damage of the containers until such time as they are returned to our factory. We shall be entitled to claim compensation in money if they are not returned or if they are destroyed, lost or damaged.

2. We do not take back non-returnable packaging. We will instead provide the customer on request with the name of a third party who will recycle the packaging in compliance with the packaging regulations.

§ 10 Final clauses

1. The laws of the Federal Republic of Germany shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

2. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of exclusive jurisdiction for all disputes arising from this contract shall be our registered office. The same shall apply if the customer has no place of general jurisdiction in Germany or if the latter's residence or habitual abode is not known at the time an action is brought.

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

**Haug Chemie GmbH
Breite Seite 10 – 16
74889 Sinsheim**