

General Terms and Conditions

1. Scope

These General Terms and Conditions shall apply exclusively. Their validity shall be acknowledged by the acceptance, processing and resale of the goods delivered as well as by the unopposed acknowledgement of the quotation, confirmation of order or bill of delivery.

Modifications of the following terms and conditions shall require our explicit written confirmation.

2. Quotations

Our quotations are submitted without engagement. Orders are only considered to be firm in so far as we confirm or fulfill them by delivering the goods. Verbal side agreements shall always require our written confirmation.

Our products are specified in technical leaflets and building permits issued by the construction supervision authority/EC Conformity Declarations. References to these product specifications do not imply a warranty of qualities.

Application consultancy as well as all specifications given in our technical leaflets are without engagement and do not dispense the buyer from carrying out his own trials and tests. When using our products, the buyer takes the sole responsibility for the compliance with all relevant statutory and legal regulations.

3. Scope of delivery

The scope of delivery is specified in our order confirmation.

Side agreements and modifications shall require our written confirmation.

As long as the buyer's accounts payable are not balanced with us, our duty to delivery shall be suspended.

In case of a culpable failure to keep to the date of delivery agreed upon, a reasonable period shall be allotted within which to make performance. Thereupon, the delivery is considered to be delayed.

The buyer is obliged to indicate the place of destination (place of delivery) of the goods and the consignee upon placement of order. In addition, he has to notify us immediately of any modifications of the arrangements. A violation of this duty releases us from further delivery obligations.

4. Delivery dates

Delivery dates are given without engagement. Delivery is effected ex Hameln or Wernsdorf. The period of delivery shall begin with the dispatch of the order confirmation but not before presentation of the documents, approvals and releases to be provided by the buyer and receipt of the agreed down payment.

In case the date of delivery is exceeded by half the delivery period, the buyer has to allot a reasonable period within which to make performance. Thereupon, he is entitled to cancel the contract. His entitlement to claim damages because of delayed delivery, however, is limited to intentional and culpably negligent contract violations.

The period of delivery shall be reasonably extended in case of industrial conflicts, especially strikes and lockouts as well as occurrence of unforeseen events which are beyond our power in so far as evidence can be produced that such events considerably influence the production or supply of the item of delivery. This shall also apply if such events have occurred at sub-suppliers.

We do not accept responsibility for the aforementioned circumstances either even if they occur while the seller is in default of delivery. In important cases we will inform the buyer on the beginning and end of such obstacles as soon as possible.

5. Prices and payments

Unless otherwise agreed upon, the prices are ex works including loading at the factory. If applicable, the value-added tax is invoiced according to the statutory regulations and is indicated separately on the invoice. Payment by bill of exchange is generally excluded.

Offsetting counterclaims is not allowed without prior mutual agreement unless such a counterclaim is uncontested or legally enforced.

If the buyer is in default of payment, he bears any risk with regard to the full satisfaction of our claims. As long as the buyer is in default of payment, he is obliged to pay to us the usual penalty interests at the rate banks demand for unsecured loans subject to call. In addition, the buyer has to reimburse us for any damage which we will incur due to the buyer's default in payment.

6. Acceptance and passage of risk

Upon acceptance of the goods, the risk passes to the buyer.

The risk is transferred to the buyer upon dispatch of the goods sold or items of delivery at the latest, even in case of part shipment.

In case the buyer is in default in accepting performance, the risk passes to him at the date of delay.

Upon delivery, the buyer has to inspect the items delivered immediately for defects with regard to condition and purpose of application, otherwise the goods are considered to be accepted.

7. Warranty and claims for damages

Claims are only considered if they are asserted in writing together with the corresponding documents within eight (8) days upon receipt of the goods, or, in case of hidden defects, upon discovery of such defects, but at the latest six (6) months upon receipt of the goods.

In case of a substantiated claim, we are entitled to furnish warranty by cancellation of the sale, reduction of the purchase price, rework or substitute delivery. Any costs incurred will be born by us. In case a rework or substitute delivery fails, the buyer is entitled to claim for a reduced purchase price or cancellation of the contract. The entitlement to claim for damages is limited to cases of intentional or culpably negligent contract violations from our part.

If our additives are used with other additives not produced by us, any warranty is excluded. After having processed the goods, the buyer can only claim for reduction of the price paid for the claimed goods.

8. Reservation of proprietary rights

We reserve the proprietary rights on the goods delivered. The legal title shall remain with us until all our existing claims as well as future claims resulting from the business relations to the buyer have been settled. We reserve the right of ownership until all claims from pending invoices have been satisfied.

The buyer is entitled to process the conditional goods to a new object on condition that we are owner of the new object (as per § 950 of German Civil Code). The processed goods also serve to cover our claims. In case our goods are processed with goods of a third party, i. e. goods not belonging to the buyer, we will become prorated co-owner to the new object according to the value our goods have in proportion to the other goods.

The buyer has to reserve his conditional right of ownership to the goods with respect to his customers until they have paid the complete purchase price. The buyer herewith assigns to us all claims resulting from the resale of the conditional goods. The buyer is entitled to collect outstanding debts for us. In case the buyer sells the conditional goods, whether in processed form or not, together with other goods not belonging to us, it shall be agreed that only the debt amounting to the value of the conditional goods shall be assigned to us.

Upon our request, the buyer has to inform us on the debtor of the assigned claims. We are entitled to notify the debtor of the assignment.

9. Rental batching plants and packing drums

Rental packing drums and batching plants shall remain our property. They are to be used exclusively for the additives delivered by us.

If additives manufactured by a third party are used, the buyer is obliged to return the rental packing drums and batching plants with immediate effect. Otherwise, we reserve the right to invoice the replacement price.

Repairs to be made on rental packing drums and batching plants are to be carried out by the buyer.

10. Place of fulfillment and jurisdiction

The place of fulfillment and jurisdiction is Hameln/Germany.

11. Validity

In case individual terms of the aforementioned General Terms and Conditions have not become elements of the contract or if they are legally ineffective, the other stipulations of the contract shall remain valid.

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