

## GENERAL TERMS AND CONDITIONS

### 0. General Application

The legal relationships (deliveries and services) between the supplier and us shall be exclusively governed by the following terms, unless otherwise agreed upon in the offer in writing. They are also applicable on all future deliveries, services or offers, even if they are not agreed upon again separately.

### I. Order

1. Our offers are non-binding. Orders as well as oral agree-ments are only binding upon us if we confirm them in writing or if confirm them according to the form sheet or if we conform with the offer by sending you the goods and the invoice. Our confirmation of order is solely authoritative for the content of the contract.
2. Deviations from our General Terms and Conditions of Sale, in particular conditions of the purchaser are only applicable if they have been confirmed by us in writing. They also shall not become an integral part of the contract by silence or by our deliveries.

### II. Calculation

The dispatch weight as well as the prices valid on the date of dispatch or, respectively, agreed upon in the confirma-tion of order are authoritative for the calculation. If those have increased compared to the prices at the time of the conclusion of the contract, the purchaser is entitled to withdraw from the order within 14 days after notification of the increase in price. The withdrawal right does not exist in case of price increases that result from the increase of the freight rate or from the increase of the VAT.

### III. Prices and Payment

1. All prices are in Euro, unless otherwise agreed upon in writing, including packaging plus statutory VAT.
2. The payment is due net 30 days after receipt of the invoice or, respectively, receipt of the goods or in accordance with the convened payment period. The date of receipt of the payment by us is decisive. Payments are first used to cover the costs, then the interests and the surplus is used to cover the longest outstanding accounts payable.
3. Payment by bill of exchange is generally excluded.
4. Credit notes for cheques as fulfilment of payment are issued at the value on the day on which the amount of money is credited to our account.
5. In case of default in payment as well as in case of justified doubts regarding the solvency or the creditworthiness of the purchaser, we are – notwithstanding our other rights - entitled to ask for advance payments for outstanding ser-vices and to declare all claims arising out of the business relationship immediately due.
6. In case that the payment deadline is exceeded, we are furthermore entitled to invoice default interests of up to 8 % p.a. above the currently applicable base interest rate based on the invoiced amount.

### IV. Resale

1. The sale or the resale of products supplied by us to third parties within the country or abroad is not admissible without our express written approval.
2. The sale prices with our customers are designed individually taking into consideration several factors. In case of unauthorised disclosure of prices to third parties, we reserve the right to claim damages.

### V. Delivery and Acceptance

1. Delivery dates agreed upon refer to the dispatch date of the goods. Dates and delivery periods indicated by the purchaser are only binding if we have either offered such or confirmed such in writing to him/her. Same shall also be valid for call-off dates. Prerequisite that such dates are respected is that the purchaser timely satisfies his/her duty to cooperate imposed on him/her; otherwise, the

period shall be extended proportionately. Compliance with dates and deadlines is subject to correct and timely delivery from our suppliers.

2. If acceptance is agreed upon or if such is prescribed by law, the acceptance date shall be decisive, or alternatively the notification of the willingness to accept, should the purchaser refuse acceptance in an unjustified manner. If dispatch or, respectively, acceptance is delayed due to reasons that are attributable to the purchaser, he/she has to bear the costs resulting from the delay starting with the month after notification of the willingness of dispatch or acceptance.
3. In the event that the delivery period is exceeded, the purchaser may – under exclusion of further rights - withdraw from the contract after expiration of an appropriate period of grace having been set in writing by him/her or claim damages in the event that the deadline was culpably exceeded by us. We are entitled to perform partial deliveries at the same conditions without leading to the application of the operative event of "violation obligation". Should the non-respect of the delivery period be caused by force majeure, i.e. by events that lie outside of our sphere of influence and that are not attributable to us, the delivery period shall be prolonged appropriately. We shall immediately inform the purchaser in writing when such circumstances begin and end. In this case, the purchaser may withdraw from the contract without fixing a timelimit if the performance finally becomes impossible before the risk is transferred.
4. The purchaser may further withdraw from the contract if in the course of an order the fulfilment of a partial delivery becomes impossible and if he/she has a legitimate interest to refuse the partial delivery.

#### **VI. Claims for defects and complaints**

1. The purchaser shall verify, if necessary by sample processing, if the goods delivered show the contractually agreed characteristics and if they are suitable for the intended purpose of use. If this examination is not carried out, if it is not carried out to an appropriate extent or if we are not immediately, but within 14 days after receipt of the goods at the latest, notified of recognisable defects, the goods are deemed approved as regards such defects. Non-recognisable defects are deemed approved if we are not notified thereof immediately after their detection, but 6 months after delivery of the goods at the dispatch place at the latest. Complaints have to be made in writing, indicating the ordering information, delivery note number or, respectively, batch number of the goods subject to complaints. Goods subject to complaints shall only be sent back with our express consent.
2. In case of properly lodged and justified claims for defects, the purchaser is entitled to request at his/her free discretion either repair or exchange of the goods.
3. Information on processing and application possibilities of products delivered by us, technical advice and other information are provided to the best of our knowledge, however on a non-binding basis and with exclusion of liability.
4. We do not assume any warranty for any improper and inappropriate processing of our delivered material. The accurate and successful application of our products are not subject to our control.

#### **VII. Liability**

1. The purchaser may only claim damages or he/she may only withdraw from the contract in such cases and to such extent as expressly indicated in these terms; a more extensive liability of us based on any ground whatsoever, also based on violation of contractual ancillary duties and unlawful acts shall be excluded, unless we bear unrestricted liability by reason of intent or gross negligence according to mandatory legal provisions. The mandatory provisions of the Product Liability Act shall remain unaffected thereof; this shall also be valid for damage to life, body and health.
2. To the extent that the liability for damages towards us is excluded or restricted, this shall also be applicable with regard to the personal liability for damages of our white-collar employees, our blue-collar workers, our staff, our representatives and our vicarious agents.

#### **VIII. Reservation of title**

1. The deliveries of our goods are subject to reservation of title until fulfilment of all payment obligations arising out of present or future business relationships against the purchaser.
2. Our property rights shall also extend to all new goods created by processing of the goods subject to reservation of title. The purchaser shall produce the new goods on our behalf, excluding his/her own acquisition of property, and stores them for us. He /she shall not be entitled to assert any

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claims herefrom towards us. When processing our goods subject to reservation of title with goods of other suppliers, whose property rights also continue to exist regarding the new good, we acquire co-ownership in the new goods together with these other suppliers – excluding the acquisition of co-ownership share by the purchaser - up to its entire value as follows:

- a) The co-ownership share results from the relation of the invoiced value of the goods we retained title in to the entire invoiced value of all processed goods subject to retention of title.
  - b) Should there be a remaining share which was not taken into account so far by the reserve of title since other suppliers did not extend the retention of title on the valued added by the purchaser, our co-ownership share shall be increased by this remaining share. If other suppliers have also extended their retention of title to this remaining share, we shall only be entitled to receive one share that results from the relation of goods we retained title in to the invoiced values of all jointly processed goods of such other suppliers.
3. The purchaser shall already now - as a security - cede to us his claim arising out of the sale of goods subject to retention of title resulting from our present and future deliveries of goods together with all ancillary rights to the extent of the ownership proportion. In case of processing in the framework of a Service Contract, the claim for the remuneration for the work rendered shall be already now ceded to us to the extent of the pro rata amount for the jointly processed goods subject to retention title. Insofar as the purchaser properly fulfils his/her obligations resulting from the business relationship, he/she shall be entitled to dispose of the goods subject to our property rights in the course of the ordinary course of business and shall be entitled to collect himself/herself the claims ceded.
  4. In case of default in payment or justified doubts as regards the solvency of the purchaser, we shall be entitled to collect the ceded claims and to mutually withdraw goods subject to retention of title. The mutual withdrawal of the purchase object shall not be considered a withdrawal from the contract.

#### **IX. Packaging and Rental devices**

1. The packaging (e.g. containers, IBC) that are expressly marked as returnable packaging in the invoice or in the delivery note / consignment note shall be sent back to us - freight and cost free - immediately after emptying, but within a period of 3 months after invoice date at the latest, in a closed, not contaminated state and entirely suitable for the intended use.
2. Same shall apply to rental devices.
3. During the rental period, the packaging, the devices etc. shall be insured accordingly by the contractor. If those are not sent back in time or sent back in a state excluding their reusability, we shall be entitled to charge the purchaser with the replacement costs and to request immediate payment.

#### **X. Shipment and insurance**

1. Our goods are - in absence of an agreement to the contrary - principally shipped for the account and at the risk of the purchaser. If no special agreements are made regarding the method of dispatch / dispatch route, this shall be decided according to dutiful commercial discretion.
2. Generally, the goods ordered are delivered in one consignment; we shall be entitled to partial deliveries.
3. Transportation insurances of any kind whatsoever that exceed the general insurance coverage of the common carriers, are concluded by us solely upon express request of the purchaser charging the latter with our so incurred amounts.

#### **XI. Applicable Law**

All legal relationships between the contractual party and us shall be governed by the Law of the Federal Republic of Germany. The Uniform Law on the International Sale of Goods shall not apply.

#### **XII. Place of Performance and Place of Jurisdiction**

Place of performance and place of jurisdiction regarding all rights and duties of both contractual parties shall be the seat of our company (Recklinghausen).

Recklinghausen, July 2014