

Sales Terms and Delivery Conditions – Standard Business Terms

Applicable to business transactions with companies, public law entities and separate public law funds.

1. General

These General Conditions of Sale are valid from August 1, 2011 and supersede all previous versions. No deviations from these General Conditions of Sale will be accepted unless expressly consented to in writing. They do also prevail in case we carry out the delivery unconditionally knowing that the customer's conditions are contrary to or different from our General Conditions.

2. Quotations and Acceptance of Orders

Our quotations are subject to change without notice. Initial orders are only deemed to be accepted if they are accepted in writing. Accounts are only deemed to be settled when confirmed in writing.

3. Withdrawal, Force majeure, Liability

(1) The buyer only has the right to withdraw from a contract if we are still in default and after having been set a date during which the default should have been cured.

(2) We retain the right to withdraw from the contract if the buyer fails to meet his payment obligations to us or third parties after having been set a date during which default should have been cured. If, after the contract has been signed and before the goods have been delivered, the buyer's economic situation deteriorates or if debt enforcement or insolvency proceedings are being or have taken against him we have the right to withdraw from the contract if the buyer fails to provide a security deposit or to pay in advance within two weeks upon our request.

(3) In cases of force majeure and other inevitable incidents of not only temporary length, we reserve the right to suspend deliveries for the duration of the incident or to cancel or withdraw from the contract. Such incidents and force majeure include, in particular, plant issues, urgent repairs at the manufacturing facility, all manner of local authority measures, insufficient, delayed or limited raw material supplies, electricity, water and gas shortages, insufficient freight capacity, traffic hold-ups, war, civil unrest and other similar unavoidable incidents.

(4) In the case that we are obliged to pay damages, our liability is limited to wrongful intent and gross negligence. Liability for indirect and consequent damage is excluded. These limitations and exclusions don't apply if the law prescribes a mandatory liability. Liability in case of culpable violation of life, body or health and in case of binding liability according to the German product liability act (Produkthaftungsgesetz) remains unaffected.

4. Delivery and Quantity

(1) Delivery dates are only binding if expressly confirmed in writing. We are not liable for punctual delivery if the shipping containers agreed with the customer are not available and if delivery delays occur which are not our fault.

(2) The customer also assumes responsibility in the case of carriage paid and CIF shipments if, in the case of commercial sales to a specified destination, liability transfers when the goods are given to delivery or are collected. If shipping or delivery is delayed for reasons which are the responsibility of the buyer or if the buyer defaults acceptance, the risk transfers to the buyer. The volume of goods in question will be determined by us. This is binding for the buyer and is the basis of price calculations.

5. Containers, Packaging

(1) Loaned containers which are rent-free for up to 90 days remain our property. They may not be used for other purposes and must be returned, free of charge, to our warehouse undamaged, with all bungs and cocks and empty. We retain the right to demand rental charges for containers which are not returned within the 90-day deadline or if they are lost.

(2) Buyer's containers (including tankers) must be returned to our filling facility in a clean and in an instantly fillable condition. In case of deliveries in the buyer's containers, we are not obliged to examine the containers for suitability or cleanliness. Such containers are used at the buyer's risk. We will not be responsible for the contamination of goods by inadequately clean containers.

(3) Loaned tankers are rent-free for the delivery and return trip and must be returned to the filling facility within 48 hours after which rent will be charged. The cost of returning empty tankers will be borne by the buyer.

(4) In the case of deliveries in road tankers, the buyer must ensure that immediate unloading can take place. The buyer is responsible for all costs and damage caused by the delayed unloading of tankers. In the case of loads more than 10 % short of the ordered quantity, a credit note reflecting the purchase price will be issued. If such issues have been caused by the buyer, the delivery and return freight costs for such arrears will be charged to the buyer. The buyer will be liable for all damage to loaned containers and tankers and for the transportation risks of their delivery and return even if they have been caused by force majeure.

6. Samples, Declarations of Quality

Analytical data and other quality details are given in good faith and in line with the current state-of-the-art. Product samples represent the average unless specific product characteristics are agreed for a defined period of time.

7. Quality issues

(1) Merchants are obliged to report all recognizable faults and other buyers are obliged to report all apparent faults, incorrect quantities and erroneous deliveries within 8 days of receipt and before use in writing. Furthermore, the product must still be in the original container and still be located at the point of delivery.

The buyer is obliged to protect the goods from any recourse by freight companies. If an objection is made about the quality of the delivered product, a sample of at least 1 kg must be returned and all the remaining products including any in use must be securely stored. The seller must be given every opportunity to examine the condition of the goods on location.

(2) If the objection is upheld, we reserve the right to either perform a substitute delivery or to offer the buyer a discount on the purchase price in case the buyer is a merchant.

(3) In the case of merchants, any further claims are thus excluded with the exception of quality problems. Nonetheless, the buyer has the right to withdraw from the contract, if our subsequent performance fails.

(4) The time period for damage claims is 1 year after recognition of the fault or when the buyer should have reasonably recognized the fault; thereafter, any claim is barred. This does not apply to conditional liability or if the law provides for other statutes of limitations or in cases of product liability.

8. Prices

(1) If no price was agreed with the buyer, the list price applicable on the day of order will apply in principle. As soon as cost for fiscal duties, raw materials, production or freight change, we are entitled to adjust the price. If the raise amounts to more than 5 % of the agreed price, the buyer has the right to withdraw from the contract.

In the case of road shipping, prices include delivery and in the case of railroad shipments, delivery to the station. All prices are exclusive of the respective rate of Value Added Tax (VAT).

(2) Confirmed prices for merchants are good for 30 days insofar as no other written agreement has been reached and for 120 days for merchants.

(3) Prices, even if agreed, may change as soon as fiscal duties (such as mineral oil tax, waste oil levies, etc.), freight costs, raw materials and other costs change significantly. New price agreements will replace expired agreements. Until these are agreed, the above-mentioned price parameters will apply.

If the raise amounts to more than 5 % of the agreed price, the buyer has the right to withdraw from the contract.

(4) Order volume for agreed prices is at least € 250 excluding VAT. A surcharge of € 40 plus VAT will apply to smaller orders and very small orders will only be collected on delivery.

9. Payment

(1) The deadline for payments is within 30 days net.

(2) Delays in payment will be surcharged at the interest rate applicable. The buyer retains the right to prove a lower amount or a lack of damage. Culpable failure to meet payment deadlines or events which reduce the credit worthiness of the buyer will result in all accounts receivable becoming immediately due without regard to deadlines.

(3) Off-setting a deposit or retention right is only permissible in cases which we expressly consent to or are subject to a legally binding court decision.

(4) Only officers of our company in possession of an entitlement to collect are entitled to collect payments.

(5) The place of performance for payments is Mannheim/Germany.

(6) Data generated by order placements is automatically stored and evaluated. Data protection legislation is adhered to.

10. Retention of Title

(1) We retain any title until such time that full payment has been received. Until such time, the buyer is not entitled to use the goods for any other purpose than to operate his company, to pledge them to third parties or to transfer the title. The buyer is entitled to collect us payments realized by the sale of the goods of which we are the juridical owner hedge our purchase price demands.

(2) The buyer has the right to collect discounted accounts receivable as long as the buyer fulfils his contractual payment obligations. If the buyer fails to fulfil these obligations, such accounts belong to us and must be deposited separately.

(3) If the goods subject to a retention of title are blended or processed, then our ownership of the finished goods is proportional to the original value.

(4) If the value of transfers and security exceeds the value of our claims by more than 20 %, we release the corresponding guarantees if requested by the buyer.

11. Jurisdiction, Place of Performance and Legal Venue

(1) German law will apply. The 1980 Vienna agreement concerning international sale of goods will not apply. The final version of the Incoterms will be applicable insofar as these are not in contradiction to these general conditions of sale and any other specific agreement.

(2) In the event of any clause herein being inoperative, the validity of the remaining ones shall not be affected.

(3) The place of performance is always the location from which shipping takes place.

(4) In case of merchants, the legal venue is Mannheim/Germany.

Due to legal embargo provisions (imposed by the Federal Republic of Germany, the EU, the USA, for example) we expressly indicate that the products supplied by us may be subject to export restrictions. Violating export restrictions can result in prosecution. Where goods are intended for export use, the buyer is obliged to specify the destination country before shipping the goods.