§ 1 General - Jurisdiction
1) Our general business conditions (GBC) apply exclusively; divergent or adverse conditions of the customer are only binding, if we accept them in writing. Our GBC apply even if we affect unconditional delivery in the knowledge of adverse or divergent conditions of the customer.
2) All agreements regarding the execution of this contract, which are entered between us and the customer, have been stipulated in the contract including these GBC. Our employees are not entitled either into minor deviations.
3) Our GBC apply only to entrepreneurs in terms of § 14 German Civil Code (BGB), legal persons of public law and separate funds under public law.
4) Our GBC also apply for our business with foreign customers.

§ 2 Conclusion of the Contract
1) Our offers are not binding. Technical alterations as well as alterations in form, colour and/or weight remain reserved within reason.
2) If the order is an offer according to § 145 German Civil Code, we can accept this offer within two weeks of receipt.
3) Unless the customer requested in these GBC or in our order confirmation, the INCOTERMS in the version valid at the time of execution of contract apply.
4) Delivery is subject to correct and timely delivery to us by our suppliers (Sublieferverträge). We will immediately notify the customer regarding the non-availability of the service and immediately reimburse the customer with the relevant consideration.
5) We retain ownership and copyright for images, drawings, calculations and other documentation. This applies also to such written documentation, which is deemed to be confidential. The customer will require our express written consent prior to these on a third party.

§ 3 Delivery - Delivery period
1) Extent and content of the owed delivery are according to our order confirmation.
2) Compliance with our delivery obligations implies the timely and correct fulfilment of all obligations by the customer. The Defence of uncertainty (§ 321 BGB) are reserved.
3) All agreements regarding the execution of this contract, which are entered between us and the customer, have been stipulated in the contract including these GBC.
4) Deliveries are ex-works, unless otherwise agreed in writing. The risk of accidental loss or accidental deterioration of the delivery passes to the customer ex-works. This applies also, if the delivery does not take place at the usual place of handing over the goods at the customer’s request. If the customer is covered by a transport insurance, he is obliged to assign to us all claims for compensation by now, if they relate to the risk of accidental loss assumed by the customer. We hereby accept the assignment.
5) Unloading and storage of goods occurs in any case at the risk of the customer. Our obligation is limited to the provision of the goods and the operation of possible available vehicle-mounted equipment. If our employees or third parties, commissioned with the transport, cause damage to the goods or other damages by actions beyond those, they are liable to our employer and not at our personal liability.
6) In case of simple negligence our liability for default in delivery for compensation in the amount of the value of the delivery is limited to the foreseeable, typical damage.

§ 4 Packing
1) If our deliveries are carried out in Leihgebunden (returnable packaging), these will have to be returned empty and in sound condition to us at the customer’s expense and risk no later than four weeks after arrival at the customer. Defective markings may not be removed. Returnable packaging may not be switched or packed with other goods.
2) Our liability is excluded - even after expiration of a term given to us for service. Liability due to culpable injury to life, body or health remains unaffected.

§ 5 Measurements and weights
As to measurements and weights the values quantified by us apply. The customer may, at its own expense, demand weighing by the official railroad scale at the departure station or in the case of transport by truck, weighing on an officially calibrated truck scale.

§ 6 Default of acceptance
1) If the customer is in default of acceptance, the risk of accidental perishing or accidental deterioration of the delivery is transferred to the customer; however, we are obliged to properly store the goods at the customer’s expense.
2) Our offers are not binding. Technical alterations as well as alterations in form, colour and/or weight remain reserved within reason.

§ 7 Prices - Payment conditions
1) Unless otherwise agreed, the respective prices apply ex-factory. New taxes and/or other changes in the course of delivery at the customer. All marked prices, as well as changes of import- and customs regulations after conclusion of contract will always be charged to the customer.
2) Legally prescribed VAT is not included in our prices; VAT will be declared separately on the invoice at the applicable legal rate.
3) The customer is obliged to make payments according to the requirements set out in the contract, unless the customer’s counter claims are set off or the invoices are due net on delivery. Any deduction of discounts requires a special agreement.
4) The customer is only entitled to set-off rights (Aufrechnungsrechte) and retention rights (Selbstbelieferungsvorbehalt) in case of justified delay in performance by the customer or a decision, uncontested and recognised by us. This restriction does not apply to the customer’s warranty claims for defects resulting from the same contractual relationship. Besides, the customer shall generally only be entitled to exercise the right of retention, if the customer’s counter claim relates to the same contractual relationship.
5) If the payment period has expired, we are entitled to charge interest and, as the case may be - default interest at the legally prescribed rate (nineteen percentage points above the relevant prescribed base interest rate p.a.).Further claims remain unaffected. All granted discounts, cash discounts or other benefits become invalid.

§ 8 Rescission
1) The customer may only rescind the contract according to the statutory provisions, if we are responsible for the violation of our duties; however, legal requirements prevail in case of defects (§ 39).
2) The customer must notify us within an appropriate timeframe upon our request, if he wishes to rescind from the contract due to our delays or if he insists on delivery.
3) Claims for defects are excluded in the event of an only immaterial divergence from the stipulated qualities or in relation to only immaterial impairment of utility.
4) The customer is obliged to report any defects according to § 773 German Commercial Code (HGB) and to immediately lodge a defect notice in writing. If a defect that could not be detected in the course of the examination becomes apparent later, notice of this defect shall be given immediately after detection, within two working days at the latest. The entire burden of proof for all claim assumptions, especially for the defect itself, for the time of the defect and for the punctual defect notice remains with the customer.
5) In the event of a defect we reserve the choice as to the manner of supplementary performance.
6) The limitation period for claims of defects is 12 months after delivery. If the sales object is a matter, which has been used in a building in accordance with its usual purpose and has caused a defect on this building, the limitation period will be 5 years. As far as defects are the result of a breach of contract according to § 11 subparagraphs 1 and 3, the statutory limitation period shall apply.
8) The statutory limitation period in the event of a delivery recource in accordance with §§ 478, 479 BGB shall remain unaffected.

§ 9 Intellectual property rights
Any claims for damages on the part of the customer for the infringement of industrial property rights or copyrights are subject to the restrictions of § 11. In the event that the goods from other manufacturers delivered by us infringe a third-party intellectual property right or copyright, the customer is entitled to claim damages against the manufacturer and supplier for the customer’s account or assign them to the customer. Warranties or claims against the manufacturer and supplier shall be without restrictions with regard to the contractual duties and requirements in accordance with these GBC - only if the enforcement in court of the aforementioned claims against the manufacturer and supplier were unsuccessful or, for the same property rights due to a breach of contract the customer's counter claims are a warranty claims of the customer against us is barred for the duration of the litigation.

§ 11 Liability
1) We are liable pursuant to the statutory provisions if the customer claims damages due to intent or gross negligence, including intent or gross negligence of our employees, representatives and vicarious agents. If we are not accused of intentional violation of contract, the liability is limited to the foreseeable, typical damage.
2) We are liable pursuant to the statutory provisions if we culpably violate an essential contractual duty. Essential contractual duties are such duties which need to be fulfilled in order to achieve the purpose of the contract and compliance with which the customer relies on and may generally rely on. In this case the liability is limited to the foreseeable, typical damage.
3) Liability due to culpable injury to life, body or health remains unaffected; this also applies to the mandatory liability according to the Product Liability Act.
4) If the customer claims compensation due to negligence of non-essential duties, a further liability for compensation is excluded, regardless of the legal nature of the asserted claim. This applies especially for claims due to other violations of duties or due to claims in tort of compensation for property damage or for claims due to violation of statutory duty. With respect to liability for default of delivery § 3, subparagraph (6) applies additionally.
5) The limitations according to subparagraphs 1 to 4 also apply, if the customer claims compensation of fulle expenses rather than damages in lieu of performance.
6) If the liability is limited in accordance with the above regulations, this also applies for the personal liability of our personnel, employees, representatives and vicarious agents.

§ 12 Trademarks
As far as delivered products are labeled with a brand name, if the customer refills, processes, or re-mingles such products with other substances or the like, the trademarks may then only be in connection with the products the customer refilled or manufactured if we give our consent in writing.

§ 13 Retention of title
1) We reserve the right of retention of title to all deliveries until payments, which were based on the business relationship at the time of the relevant conclusion of a contract, have been received. If a current account has been agreed between the customer and us, the retention of title is excluded - even after expiration of a term given to us for service.
2) We are entitled to rescind the contract in accordance with the statutory provisions and to receive the goods. The customer permits by now, at presentation of these regulations, to enter his place of business during usual business hours and to review the reserved goods.
3) The customer is entitled to on-sell the reserved goods to third parties within the normal commercial range of this business. We are entitled to collect the claim if he is not in default of payment. If this occurs, we are entitled to revoke the collection authorisation; the customer is then obligated to submit the relevant information to us immediately. If the customer does not meet its payment obligations or has made application for insolvency, the customer is entitled to collect the claim in his name on the account of the on-selling to his buyers. The assignation is reserved goods.
4) If the customer does not meet its payment obligations or has made application for insolvency, the customer is entitled to revoke the collection authorisation; the customer is then obligated to submit the relevant information to us immediately. If the customer does not meet its payment obligations or has made application for insolvency, the customer is entitled to collect the claim in his name on the account of the on-selling to his buyers. The assignation is reserved goods.
7) If the realisable value of the security owed to us exceeds the nominal value of our claims by more than 10%, we are obligated to release the relevant securities at the customer’s request; we have the choice regarding which securities are to be released.

§ 14 Sanctions

The regulations nos. (EC) 2580/2001 and (EC) 881/2002 (so called anti-terrorism-regulation) and diverse country-related embargo-regulations of the European Union (inter alia Regulation (EU) No. 267/2012 on restrictive measures against Iran) prohibit especially to make available directly or indirectly any funds or economic resources (each kind of financial assets) to natural persons or legal entities, organizations or facilities, who are listed in the annexes to the regulations (so called EU sanction list).

2. In case of reasonable suspicion that the customer is one of the persons, organizations or facilities listed in the sanction lists or provides such persons, organizations or facilities with assets or is controlled by one of them directly or indirectly we reserve the right to rescind the contract or to retain delivery until full clearance of the suspicion taking into account the reasonable interests of the customer. The customer is obliged to provide us on demand with any information we consider necessary to clear up the suspicions or respectively the underlying facts.

§ 15 Jurisdiction - Miscellaneous

1) Exclusive jurisdiction for all disputes arising from or in connection with this agreement including possible claims in tort is the seat of our place of business; we are, however, entitled to also sue the customer at his place of business. Sentence 1 applies only to merchants, legal entities of the public law or special connections under public law.

2) For all contracts German law is deemed as agreed; the regulations of the UN Law on the international sale of goods are excluded.

3) Place of fulfilment for all obligations arising from the agreement, including the customer’s payment obligations, is our place of business.

(Version 1 April 2016)