



Terms and Conditions

1. General and scope

(1) The following conditions apply to all our business relationships with our customers (hereinafter "Buyer"). The terms of sale apply only to companies within the meaning of § 14 BGB. The INCOTERMS, as amended, shall apply as a supplement.

(2) The terms of sale apply specifically to contracts for the sale and supply of goods (also referred to as goods), irrespective of whether the seller produces the goods himself or is buying from other suppliers. The terms of sale apply in their current version as a framework agreement for future contracts for the sale and supply of goods with the same purchaser, without us having to refer back to it in each.

(3) Our terms of Sale shall apply exclusively. Differing, conflicting or additional terms and conditions of the buyer will become part of the contract only and if so far as we have explicitly agreed to them. This requirement applies in any case even if we - in knowledge of the buyer's Conditions - will effect the delivery to him without reservation.

(4) Different contractual arrangements require a written contract or our written confirmation. Legal declarations and ads that are declared to us by the buyer after contract conclusion (eg. deadlines, reminders, notice of withdrawal) are effective only in text form.

2. Offers, conclusion of contract

(1) Our offers are subject to change. Orders of the buyer are only binding for us after our written or printed confirmation or delivery.

3. Delivery and delay

(1) Our obligation to deliver is subject to the proper and timely self-delivery.

(2) We are entitled to partial deliveries.

(3) Under-or over-delivery up to 10% of the contracted amount are permitted.

(4) If it is agreed as delivery date "promptly," said the delivery time is 14 calendar days.

(5) In case of delayed delivery, the purchaser will have to set a reasonable grace period of at least two weeks.

(6) The risk passes to the buyer when the goods have been handed over to the haulier, or in case of agreed collection by the buyer with the provision of goods. This is true even if we pay the transportation costs.

(7) Retrieval orders have to be called off - unless otherwise expressly agreed - within 10 weeks from accepting the contract. After this period and after another written grace period of 2 weeks arrears the buyer will be automatically in default of acceptance.

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(8) If the buyer is in default of acceptance or our delivery is delayed due to customer's responsibility, we are entitled to demand compensation for the resulting damages, including additional expenses (eg storage costs).

(9) War, strikes, lockouts, raw material or energy shortages, factory or traffic problems, acts of government and all other cases of force majeure, preventing, delaying or making the manufacture or the shipping of goods uneconomical for us, exempt us of the delivery obligation for the duration and the extent of the disruption. If the disruption period exceeds two months, both parties are entitled to withdraw. In case of partial or complete loss of our sources, we are under no obligations to stock from other suppliers.

4.Prices and Payment

(1) Unless otherwise agreed in individual cases, we apply the current prices plus VAT agreed at the time of contract conclusion.

(2) If after the contract conclusion costs increase without our responsibility and anticipation we have the right to adjust prices accordingly.

(3) The purchase price is due and payable within 30 days net cash from invoicing and delivery or acceptance of goods. Upon the expiration of above payment conditions, the buyer is in default. During the delay the purchase price shall bear interest at the applicable statutory default interest rate. We reserve the right to claim further damages. In addition, the effect of delayed payment is setting due all our other claims against the buyer of the business relationship.

(4) If, after conclusion of the contract our claim on the purchase price is at risk due to the inefficiency of the buyer (eg. other payment defaults or request to open insolvency proceedings), we are under the statutory provisions to withhold performance and - if necessary after setting a deadline - to withdraw from the contract. For contracts for the manufacture of irresponsible goods (custom made), we can declare the resignation immediately; and the legal regulations by the dispensability of setting a deadline remain unaffected.

(5) The purchase price shall not be deemed effected until the amount is finally available on one of our accounts.

(6) The set-off against other undisputed or validly determined counterclaims and the exercise of power of refusal and retention are excluded.

5. Samples / Technical Consulting

(1) The standard sample provided by us and our technical and chemical details are only a general description of the goods. They include no guarantee of quality or durability and do not relieve the buyer of the study, each individual delivery.

(2) The advice that we provide is the best of our knowledge, is not binding and does not release the buyer from inspecting every single delivery before processing on their suitability for the intended use.

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6. Complaints / Warranties

- (1) The buyer must inspect the goods immediately upon delivery and reprove any material defects, wrong deliveries or deviations in quantity immediately, latest within one week after delivery, in writing. This obligation of the buyer applies for partial deliveries to each subset.
- (2) The buyer has to reprove hidden defects immediately after discovery of the defect, however latest within twelve months after delivery.
- (3) A complaint shall not entitle the buyer to withhold due payments or to refuse to accept further deliveries.
- (4) With timely and substantiated complaints the claims of the buyer are limited on the supplementary performance. If the supplementary performance fails due to us, the buyer may reduce the purchase price or withdraw from the contract at his discretion. Claims for damages under Clause (7) remain unaffected.
- (5) The warranty period is one year after delivery of the item, unless mandatory statutory requirements demand a longer period of limitation.
- (6) We take no responsibility that the product is free of third party patents or other proprietary rights.
- (7) For goods which have been sold by convention as NT-grade, second choice, closeouts, special items, recycled material, waste or been sold similarly, the buyer has no guarantee rights due to a defect.

7. Damages

- (1) Buyer's contractual and non-contractual claims for damages due to negligent breach of duty by us, our leading officers or our other agents are excluded. This does not apply if an obligation was violated, which is essential for the object of the contract; our liability is limited to the typical and foreseeable damage and shall not exceed twice the invoiced value of the product concerned.
- (2) For indirect and - at the time the contract - not foreseeable damages, we are only liable for gross negligence by us or our leading officers.
- (3) The above restrictions do not apply to damages resulting from injury to life, limb or health. Mandatory statutory liability provisions shall remain unaffected.

8. Retention of title

- (1) The delivered goods remain our property until full payment of all claims arising from the business relationship.
- (2) When processing of the goods we are a manufacturer and acquire ownership of the emerging products. If processing, combining or mixing of the goods together with goods, which is owned by third parties, we shall acquire joint ownership of the resulting products in relation to the invoice value of the goods to the invoice value of the other materials. In case

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of the processing, combining or mixing of the goods with a property of the buyer stationary main thing, the buyer shall already now transfer his title to the new thing to us.

(3) All claims arising from the sale of goods which are our property or joint property, the buyer assigns to us up to the extent of our ownership. Other assignment, even as part of a factoring transaction, is inadmissible.

(4) The purchaser is obliged to keep to the subject merchandise at his expense with the diligence of a prudent businessman and to insure them against the usual risks. He assigns his claims under the insurance policies already now to us.

(5) As long as the buyer duly complies with his obligations to us he shall be entitled to dispose of the reserved goods in the ordinary course of business and to collect debts arising from the resale of the reserved goods. The buyer is not entitled to pledge the retained goods or claims assigned to third parties or transferred as security. The authority to resell shall not apply if the buyer excludes the assignability of the claim from the resale with his buyer. The buyer shall notify us of seizure by a third party of the reserved goods or the assigned claims without delay after this becomes known.

(6) If the buyer is in default of payment, we shall have the right to demand surrender of the reserved goods without setting a period of grace and without withdrawal from the contract. In addition, the buyer shall provide us on first demand with all the necessary information and give us all documents on the existence of the reserved goods and the assigned claims and shall inform his buyers of the assignment of claims without delay.

(7). If the value of the security exceeds the sum of our claims by more than 20% we shall release the excess security of our choice on request from the buyer.

9. Final Provisions

(1)The place of performance for payments is Hamburg.

(2)The legal venue is Hamburg. The laws of the Federal Republic of Germany shall apply. Application of the United Nations Convention on Contracts for the International Sale of Goods (UNCITRAL) is excluded.

(3)We have the right to save data on the buyer that become known to us in our data processing system and to utilise them for our business requirements.

(4)If one of the above conditions prove to be wholly or partially invalid, this shall not affect the validity of the remaining conditions

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