

# terms and conditions of sales and delivery

## 1. validity of terms and conditions

Our terms and conditions of sales and delivery are valid for all contracts concluded by us. We are only bound to divergent terms of business of the buyer if we have agreed to these expressly in writing. At the latest with the acceptance of the product the buyer accepts our terms and conditions of sales and delivery as a contract component, even if the buyer has given the order according to his general terms of business or has confirmed and we have not contradicted these.

## 2. offer

Our offers are non-binding. A purchase contract comes about only by our written order confirmation. Additional agreements as well as changes and supplements of the contract are only effective if we have confirmed them in writing.

## 3. payment and price

The payment has to be done within 30 days of invoice date without any deduction in cash or by transfer free of charge to one of our accounts. Any different term needs our previous approval. Unless agreed otherwise in writing, the validity of the price is at the delivery date. We are entitled to invoice to the buyer any unforeseen costs that occur after the contract date such as increases in transportation costs, dispatch expenses, insurance premiums, and also any new duties, delivery fees, taxes etc. which raise the price directly or indirectly. The compensation or assertion of retention rights because of some counterclaims not approved by us is excluded.

## 4. delivery

All given delivery dates are to be understood as approximate and non-binding. We are entitled to fulfill the order with partial deliveries. For ex-works deliveries, if the buyer has not picked up the product at the agreed time, we have the right to charge either for the product, or to send unsolicited to the buyer, or to withdraw from the contract.

## 5. dispatch

Provided that nothing else has been expressly agreed upon, we dispatch the product for invoice of the buyer. The transfer of ownership and the transfer of risk occur as per the agreed incoterm. In case the buyer has contracted the transportation services (forwarding agents, road or other transportation companies) or in case the buyer has accepted the product without reservation, we are not responsible for any additional complaint about outer condition (packaging, leakage etc.).

## 6. guarantee and other liability

### a) quality

The buyer has to check whether the delivered product is suitable for the intended purpose.

### b) defects

Any defective product can only be claimed immediately - at the latest within 5 working days after delivery. At the end of this period the product is considered as accepted. For any claims that are submitted on-time and which are accepted by us, we either take back the defective product against refund of the purchase price or we replace the defective product by a new delivery. For replacement products, the same guarantee applies as for the originally delivered product.

If the buyer processes or resells the product, this is deemed as unconditional acceptance

### c) delay of delivery

All contracts assume timely supply of goods by our suppliers. We are not liable for any damages as a result of a delay.

### d) Technical consultation

Our technical advice in word and writing is non-binding - also concerning any protective rights of third parties - and does not release the buyer from his responsibility to assure our products are suitable for the buyers applications and processes.

### e) Other liability

Every other guarantee or other liability on our part, in whatever form, is excluded. Also in case of a gross negligence by one of our legal representatives or one of our contractors, we do not accept any liability for consequential damages.

## 7. retention of title

All goods supplied remain our property until settlement of all obligations, including full payment, arising not only from the delivery but also from other contractual obligations from buyer. The buyer may process, mix or sell these goods belonging to us only within the normal scope of his business. In case of processing or mixing, we acquire joint ownership. In case of selling of these goods belonging to us, buyer cedes his receivable from this sales to us.

The buyer has to inform us immediately of any interference with our property right. The buyer bears any costs of interventions.

## 8. place of fulfilment and legal venue

Place of fulfilment for the delivery is as confirmed in writing in the order confirmation according to the agreed incoterms. Place of fulfilment for the payment is Mainz. The responsible court for any legal disputes is the court of Mainz.

German law is always applicable, also for international business.

