



## **TERMS&CONDITIONS OF SALE**

### **1. GENERAL**

Our deliveries and services shall be done exclusively on the basis of these Terms & Conditions of Sale.

Customer's terms of purchase shall have no binding effect on us even if we fail to expressly oppose them.

### **2. OFFERS**

Quotations shall be without obligation. Any divergence from the following terms, any ancillary agreements, and any commitments must be expressly confirmed by us in writing in order to become effective.

Any order of our customer will become binding effect on us either by written order-acknowledgement or by delivery.

### **3. PRICES**

Unless stated by us, all prices shall be ex works prices without packaging. The VAT is not included.

### **4. TERMS OF PAYMENT**

Unless otherwise agreed, the purchase price is always due at time of delivery. If the deadline for payment is exceeded, the customer defaults without any reminder being required. We shall be entitled to default interest of 6% by means of the current daily discount rate of the European Central Bank (ECB). The assertion of further claims is reserved to ourselves. Default in payment shall entitle us to demand immediate payment of all unsettled invoices of at the customer.

In case of other circumstances casting doubt on customer's credit worthiness shall entitle us to cancel agreed payment-terms and to claim advance payment or against provided security by the customer.

In all events the payment is only carried out when the money will be finally available with us at one of our bank accounts.

Customer shall be entitled to retain or offset payments in the event of claims are undisputed or have been established by a court of law.

### **5. SUPPLY**

Our delivery dates or deadlines are subject to correct and complete receipt of the goods in time and quality by ourselves. We shall be entitled to supply partial delivery. Short- and/or over-delivery up to 10% of the contracted quantities are permissible.

All risks are covered by the customer latest by handing over the product to the first transport company. Sold product not being picked-up by the customer shall be kept at customers full risk and expense.

Agreed delivery dates are understood to be the despatch date of the material. If default of delivery of more than two weeks may occur at our sine the customer shall extend the delivery period reasonable by at least two more weeks. In case we cannot fulfil our obligation and supply during the extension of time the customer is entitled to cancel the order. The cancellation must be in writing immediately upon the extension of time is exceeded. Any rights for compensation due to delayed delivery is restricted in case of gross negligence on our side. The compensation is limited to the value of the not supplied or less supplied part of our delivery.

Force Majeure, including, but not limited to, acts of God, fires, floods, windstorm accidents, labour disputes, government laws, rules and regulations, inability to obtain material, equipment or transportation, insurrections, riots, wars and warlike operations, acts of any public enemy, or any similar or different occurrences releases us from our obligation of delivery for the duration and scale of such obstacle.

### **6. RETENTION OF TITLE**

Until such time as the delivery has been paid in full, including all and any costs and interest, and until such time all previous deliveries covered by the existing business relationship have been settled, the goods supplied shall remain our property.

Any processing and re-working of the goods subject to our reservation of title shall be done on our behalf. If such processing or re-working creates property held by customer, then such property shall pass to us at the same time, and the product shall be kept by the customer on our behalf. If goods subject to reservation of title are processed with third-party-goods, we shall be entitled to prorated co-ownership in the product, depending on the value of the goods processed t the time of such processing. As long as our reservation of the title persists, customer shall have the right to sell the goods or the product made there from in the course of normal business, taking the following conditions into account.

Without any specific agreement to this effect being required in each case, the accounts receivable from third parties created by such re-sale shall be assigned to us by the way of security up to the total invoiced value of the good involved that are subject to our reservation of title. Customer is authorised to collect such receivables for our account. However we shall have authority at all time to inform the third party customer whose name must be disclosed to us on request about such assignment, and to demand that direct payment to be made to ourselves. The provision laid down in this paragraph shall apply accordingly if goods subject to our reservation of title are used for performing a contract for work or services.

If the invoice value of the goods subject to our reservation of title exceeds the value of our claim by over 20 %, we undertake to release such goods accordingly on being requested to do so in writing.

We are at liberty to pledge items supplied. This shall not be deemed waiver of our reservation of title or rescission of the contract. In case of pledging or similar impairment by third parties, we must be notified to this effect at ounce by registered mail. Until such time as our claims have been satisfied in full, the goods and any accounts receivable created in their stead may be neither pledged to third parties nor assigned to third parties by way of security.

### **7. TECHNICAL AND CHEMICAL STATEMENTS, TECHNICAL SERVICE**

Technical and chemical information including recommendations of the use of the goods are based on the present state of our knowledge. The customer has to make their own assessment of the products for their own requirements.

Any information given on products are general description of the goods and cannot be understood as a warranty for certain properties.

The customer is fully responsible that the handling and use of our product is in accordance with the valid legislation and local authorities requirements.

Latest and valid versions Material Safety Data Sheets (MSDS) are available on our web-site in the internet and can be down-loaded by interested customers.

### **8. CLAIMS AND WARRANTY**

The customer has to check the supplied goods immediately upon delivery to point out a failure of the goods, wrong delivery or quantity discrepancies immediately, latest 7 days from date of delivery. In case of partial delivery the customer is obliged to check each partial delivery accordingly. A claim does not authorise the customer to refuse payment or further deliveries.



The customer must not process, modify or re-sell claimed material before have allowed us to investigate and inspect the product first. otherwise the product is considered being accepted.  
in Case of correct and justified claims made in time we will at our own option replace the claimed product or return and reimburse the value of the returned product. In case the compensation delivery will be defect again the customer can ask on own option either for a price reduction or for cancellation of the contract.

We can assume no responsibility for any liability incurred in regard to results obtainable or patent infringement.

#### **9. EXCLUSION OF LIABILITY – LIMITATION OF CLAIM**

Customer's compensation claims whatsoever nature are excluded, unless they are based on deliberate intent or gross negligence on our part.

Our liability for damages is restricted up to the compensation of the value of the typical damage, which can be estimated during conclusion of contract.

Any warranty and/or compensation claims occurred by delivery of goods whatsoever nature become time-barred within 6 (six) months upon passing the risks to the customer. All other claims of the customer become time-barred within 6 months from date of detection.

In case of no or limited warranties from our side is given same shall apply to personal liability of our employees, legal representatives or on the part of anyone helping us to perform our obligations.

#### **10. PLACE OF PERFORMANCE & VENUE**

The place of payment is Stade.

The place of performance & venue is Stade.

The contract shall be exclusively governed by German law and the latest version of Incoterms. The provisions the United Nations (UNCITRAL) are explicit excluded.

We are entitled to handle all known information abt. the customer and similar information in both physical and non-physical form, including electronic form and to use such information for our regular business activities.

If any provisions are inoperative, this shall have no effect on the validity of the remaining provisions.

Our Terms & Conditions of Sale are available in German an English language. In case of a dispute only the German language version is valid.

The General Terms & Conditions of Sale are published on our web-site in the internet. Upon issuing a new version the older version will become invalid.

Stade, Januar 2006