



General Terms and Conditions

1. By placing an order, the Purchaser acknowledges the following terms and conditions:
2. Other terms and conditions shall apply only if acknowledged by us in writing.
3. The contract of purchase and sale shall be concluded only once we have confirmed the order in writing.
4. Our prices at the time of delivery shall apply. If prices increase after conclusion of the contract, the Purchaser shall be entitled to withdraw from the contract.

5. If doubts arise as to the solvency of the Purchaser after we have accepted the order, we shall be entitled to withdraw from the contract, demand security for the purchase price or prepayment. In this case, if delivery has already been made, all our claims from all existing contracts shall become immediately due for payment. Furthermore, we may demand the immediate return of the goods at the expense of the Purchaser. Any claims for damages on the part of the Purchaser shall be excluded.

All payments must be made free of charges at the agreed date; we book them to the accounts at our discretion. Disputes of whatever nature shall not justify any delay in payment. The Contracting Partner is not permitted to set off or to assert any pledge or right of retention against us. In the event of payment default, we may immediately cease any further deliveries, withdraw from all contracts and demand damages. In the event of payment default, default interest will be charged as of the due date at 2% over the applicable discount rate.

6. We retain title to the goods delivered as long as we hold claims under the overall business relationship with the Purchaser. The Purchaser is entitled to dispose of the goods in the ordinary course of business. Retention of title also extends to the goods produced through processing in which we acquire co-ownership at the ratio of the value of our goods to the value of the other material. Claims of the Purchaser obtained through the resale of the reserved goods are assigned to us at this stage. The Purchaser is entitled to collect the claims in the ordinary course of business as long as he complies with his payment obligations as agreed.

The Purchaser shall not be entitled to pledge the reserved goods or to use them as collateral. Interventions on the part of third parties in regard to the goods or assigned claims must be reported to us without delay.

7. For calculation purposes, the quantity calculated at the point of dispatch shall be decisive.
8. The place of performance for the delivery shall be the point of dispatch. All delivery batches shall be shipped at the Purchaser's risk, even if we are to bear the transport costs. Our delivery obligation shall be deemed to have been fulfilled as soon as the goods are handed to the freight carrier. The Purchaser shall be free to conclude transport and other insurance.
9. In the event of force majeure, we shall be entitled to withdraw from the contract or to make delivery at a later stage at our discretion. Any claims for damages against us shall be excluded.

Force majeure includes instances of e.g.: business disruptions, insufficient or no supply of raw materials, regulatory measures on the part of the authorities, import and export restrictions, as well as all other unavertable and unforeseen events that impede or prevent our ability to deliver.

10. If any unforeseen additional costs arise between the conclusion of the contract and delivery (such as customs duties, freight costs, fees, taxes, rerouting costs, transport interruptions, intermediate storage, surcharges for small batches, flooding or ice), those costs may be added to the agreed price.
11. If the Purchaser does not accept the goods as agreed, we shall be entitled to make the due deliveries in full or in part at the Purchaser's expense and risk, to store the goods and to invoice them as delivered, withdraw in part or in full from the contract or demand damages for non-performance. All resulting additional costs shall be borne by the Purchaser.
12. Objections shall be raised in writing immediately after receipt of the goods and prior to the discharge of the transport containers, otherwise the goods shall be deemed to have been accepted. In the event of a justified objection, we will take back the goods, replace them or grant the Purchaser a reduction in price. Any liability for indirect damage (consequential damage) shall be excluded. The Purchaser shall ensure that any rights of recourse against the freight carrier remain reserved.
13. All models, samples and data of analysis provide non-binding indications for the average quality of the goods. Information about percentage volumes or mixing ratios shall be approximate mean values only.
14. Road tankers must be discharged within three hours. Any additional hour or part thereof shall be charged at the regular hourly rate of the specific freight carrier concerned.
15. All railroad tank wagons must be checked for fault-free condition immediately upon arrival and properly discharged. Any damage must be reported, and rights of recourse against the freight carrier must be reserved. The Purchaser shall be liable for any damage incurred after receipt of the tank wagon. It is not permitted to fill our tank wagons with any other substances. The tank wagons must be returned strictly in accordance with our instructions. Any discounts for using privately owned wagons shall be paid to us. When the agreed discharge times are exceeded, the applicable daily rent rates for tank wagons shall be charged.
16. Rental containers shall be made available free of rent for up to three months. If the containers are not returned within this period (even in the event of force majeure), they shall be charged at replacement value. In addition, the regular rent may be charged until full settlement of the costs.
17. Enclosures provided by the Purchaser must be delivered in perfect condition. The Purchaser shall be liable for any damage resulting from the improper condition of such enclosures - irrespective of their nature.
18. Item 15 for railroad tank wagons or item 14 for street tankers, as the case may be, shall apply - with the necessary modifications - to containers.