

1. Area of Application

1.1. These general terms apply exclusively to all sales; contrary or differing conditions of the purchaser shall not be recognised, unless they have been previously confirmed by us in writing. Our conditions also apply where delivery is performed despite us being aware of differing conditions on the part of the purchaser. Acceptance of goods constitutes acceptance of these conditions of sale.

1.2. These general terms and conditions apply to companies as defined by §14 BGB, legal persons under public law and public funds governed by public law.

2. Prices / Conditions of

2.1. Our (net) prices do not include sales tax; this will be added according to the amount stipulated by law.

2.2. We retain the right to change our prices, if after the conclusion of a contract, cost reductions or increases, particularly with regard to production costs, material costs, etc. apply. This also applies to the introduction and/ or increase of federal costs (customs duties or taxes), increase of transport and/ or insurance costs, low or high water surcharges, or other costs. Proof of these costs will be provided on demand.

2.3. We are entitled to charge interest on payments not made in accordance with the contract, to the amount of 8 percent above the basic interest rate as calculated according to §247 BGB.

2.4. Where the purchaser fails to make a payment, all open accounts, including deferred payments and those not yet due shall be payable immediately.

2.5. Purchaser shall only have the right to offset claims where these are established by law, or where these are recognised or not contested by us. Purchaser is only additionally entitled to withhold payment or to claim nonperformance where a duty according to §276 BGB has been breached.

2.6. Where the ability of purchaser to pay is cast in doubt, we reserve the right – subject to on-going claims – to revoke payment periods granted and demand prepayment or security deposits.

2.7. Export certificate: If a purchaser based outside Germany (customers outside German territory) or his authorised commissioner collects delivery at our warehouse and dispatches or ships the goods outside Germany, the purchaser shall provide us with the export certificate necessary for tax/fiscal purposes. In case this proof is not provided within 30 days after delivery to the purchaser, he shall be obligated to pay VAT on the invoice amount pursuant to the VAT rate applicable for deliveries within Germany.

3. Delivery

3.1. INCOTERMS, in the version current at the relevant time, shall apply where these conditions of sale or conditions in the contract do not provide otherwise.

3.2. The contract shall be concluded subject to correct and punctual delivery by our supplier. This only applies where we are not responsible for a failure to deliver. Purchaser shall be informed of the failure to deliver and payments refunded immediately.

3.3. Events of force majeure outside of our responsibility according to §276 BGB release us from the performance of accepted contractual assignments, for the duration of these events. We are required to inform Purchaser in writing immediately if such an event occurs; and to provide information regarding the anticipated duration of these events. Where an event lasts for more than three months, we are entitled to rescind the contract. All payments shall be refunded immediately.

4. Liability for Material Defects

4.1. Purchaser must inspect the delivery according to §377 HGB to report any defects immediately.

4.2. The above regulations also apply to over delivery, under delivery and false delivery.

4.3. For the agreed delivery of lower quality goods Purchaser is not entitled to claim for defects.

4.4. Where defects are identified and notified we reserve the right to determine whether to repair or replace the defective item(s), within a reasonable period of time. Costs of repair or replacements shall be carried by us. Where this subsequent performance is unacceptable, Purchaser may choose to claim reduced payment or to rescind the contract. Purchaser is not entitled to rescind for minor breaches of contract, particularly minor defects. Purchaser may demand compensation instead of performance, so far as the liability limitation provisions contained in clause 4.6 - 4.10 do not apply.

4.5. The limitation period for new goods is one year from the day of delivery except when stipulated otherwise according to §§ 438 (Nr. 2b), 479 BGB. Liability for defects does not apply to used goods. Limitations of liability contained in clauses 4.7 - 4.10 shall apply accordingly.

4.6. Without prejudice to the limitations to liability contained in clauses 4.7 - 4.10 we are not liable to pay compensation.

4.7. Where a guarantee has been given for the quality of goods we are liable according to the statutory provisions.

4.8. Where damage is deliberate or due to gross negligence, we are liable according to the statutory provisions. This also applies to damage arising from simple negligence, to the extent that a contractual duty has been breached. Statutory provisions apply for liability for compensation instead of performance for a serious breach of duty (sentence 3 §281 (1) BGB). In all these cases, liability is limited to typical, foreseeable damage in all cases except deliberate damage

4.9. Statutory liability for damage to life, health or injury is not affected. This also applies to claims under the Product Liability Law.

4.10. The limitations to liability listed above also apply to personal liability for our employees, contract workers and vicarious agents.

5. Liability

5.1. The limitations to liability listed in clauses 4.6 - 4.10 also apply to all other claims – regardless of the legal basis on which they are submitted.

5.2. Where legitimate claims are made under tort law, the statutory limitation period is unaffected; Purchaser is however required to bring any claims for compensation made under tort law within one year of becoming aware of the preconditions of the claim.

5.3. Information and advice on technical matters etc will always be provided free of any liability. No liability is accepted for the quality of samples provided to Purchaser unless otherwise indicated or guaranteed in writing.

6. Reservation of Title

6.1. We reserve ownership of all goods delivered until full payment for the whole transaction has been received.

6.2. Purchaser is entitled to resell goods as part of the normal course of business, but Purchaser assigns to us the amount receivable accruing from the resale.

6.3. The processing or alteration of our goods by Purchaser is undertaken on our behalf. Where other goods are used in this process, we acquire co-ownership in the new product in the proportion of our product to the other products at the time of processing.

6.4. Where our products are permanently mixed with other products which do not belong to us, we acquire coownership in the new product in the proportion of our product to the other products at the time of mixing.

6.5. Purchaser is required to fully insure goods subject to reservation of title against the usual risks, and to provide evidence of this insurance on demand. Purchaser hereby assigns to us any insurance claims.

6.6. Where the value of the securities paid to us exceeds our total receivables by more than 25%, we are required on demand to return or refund the relevant amount to Purchaser; the choice of which securities to return shall be left to us.

6.7. Where payments are delayed, Purchaser must, on demand, return goods subject to reservation of title.

7. Place of Performance / Jurisdiction / Applicable Law

7.1. The place of performance for all obligations arising from the contract including payment is Hamburg / Germany.

7.2. The court of jurisdiction for any disputes, including under tort law, arising under or in connection with the contract is Hamburg / Germany.

7.3. All contracts are governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.