

General Sale, Delivery and Payment Conditions

Article 1 General

1.1. All deliveries from VOSSCHEMIE GmbH (hereinafter referred to as the "Supplier") shall be conducted on the basis of these General Sale, Delivery and Payment Conditions (hereinafter referred to as the "Conditions"). The Supplier does not acknowledge any of the Ordering Party's purchasing conditions which differ from these, unless it has granted its express consent to them in written form. Said differing conditions will not become contents of an agreement upon acceptance of an order or unreserved performance of a delivery.

1.2. These conditions shall only apply towards companies in the sense of Section 14 of the German Civil Code (BGB – Bürgerliches Gesetzbuch), legal entities and special assets under public law.

Article 2 Ordering

A contract shall be concluded upon the Ordering Party's confirmation of the order in the absence of a specific agreement. Said confirmation may be given in written, text or electronic form.

Article 3 Price and payment

3.1. Unless a specific agreement has been made, the prices shall apply ex works, including shipping at the factory. However, they do not include packaging and unloading. The applicable statutory value-added tax shall be added to the prices. The Supplier reserves the right to change its prices accordingly if any cost reductions or increases which the Supplier is not accountable for take place after the contract has been concluded; this particularly applies to cost reductions or increases due to wage agreements or changes in the prices for materials. The Supplier shall provide the Ordering Party with documentary evidence of said cost reductions or increases upon request.

3.2. The invoices are payable in net within 30 days.

3.3. If the Ordering Party issues or has already issued the Supplier a SEPA corporate direct debit order, then the deadline for the receipt of the necessary preliminary information (pre-notification) shall be one (1) day before the due date of the applicable sum of payment due for collection. Said pre-notification may be sent separately or as a part of other written documents (such as invoices).

3.4. The Ordering Party shall only be entitled to reserve payments or credit them against counterclaims if said counterclaims are uncontested and established with legal effect.

3.5. Any of the Ordering Party's claims towards the Supplier may only be assigned with the Supplier's consent in written form.

Article 4 Delivery deadline, term of delivery

4.1. Unless other agreements have been made, the delivery deadline shall be deemed to have been met once the delivered goods have left the factory or once readiness for shipment has been announced by said deadline.

4.2. Adherence to the term of delivery bears the caveat that the supplies and raw materials must be available in a correct and timely manner.

4.3. If shipment of the goods is delayed for reasons which the Ordering Party is not accountable for, the costs incurred by the delay shall be calculated once readiness for shipment has been announced.

4.4. If failure to comply with the term of delivery is attributable to force majeure, labour disputes or other events beyond the Supplier's control, then the term of delivery shall be extended as is appropriate. The Supplier shall inform the Ordering Party that a hindrance has arisen and shall immediately inform the Ordering Party of its anticipated length upon gaining knowledge of it. If the hindrance lasts more than three months, then both of the Contracting Parties shall be entitled to withdraw from the contract.

4.5. In addition to performance, the Supplier's liability to compensate for losses incurred due to the delayed delivery (losses due to delay) shall be limited to 5% of the contract price of the delayed goods in the event of slight negligence and to 25% of the contract price of the goods for damage compensation in place of goods. Any further-reaching claims made by the Ordering Party are ruled out. This includes claims made after a performance deadline for the Supplier has been set. Liability due to culpable injury to life and limb or harm to health shall remain unaffected by this.

Article 5 Successive deliveries and deliveries in instalments

If the Ordering Party is in default with its payments or obligations to co-operate (such as prompt call-off or acceptance) in the case of successive deliveries and deliveries in instalments, then the Supplier shall be entitled to terminate the contract without term of notice after a term for remedy has elapsed unsuccessfully. The Supplier's entitlement to demand compensation for losses is not ruled out by termination of the contract.

Article 5a. Withdrawal from the contract

5a.1. The Ordering party may withdraw from the concrete within the scope of statutory provisions if the Supplier is accountable for violating its obligations. In the event of defects (Article 9), however, the statutory conditions shall continue to apply.

5a.2. In the event an obligation has been violated, the Ordering Party shall state whether it insists upon the delivery or whether it will withdraw from the contract due to breach of obligation within a suitable period of time at the Supplier's request.

Article 6 Transfer of risks

Unless a different agreement has been made, any risks shall be transferred to the Ordering Party once the goods delivered have left the factory. If shipment is delayed for reasons attributable to the Ordering Party, the risks shall be transferred on the date upon which readiness for shipment was announced.

Article 7 Retention of title

7.1. The Supplier reserves the right to retain ownership of the goods delivered until all payments from the business relationship with the Ordering Party have been received.

7.2. In the event of resale, the Ordering Party shall already assign its receivables

from the resale to the Supplier, who shall accept said assignment. The Ordering Party shall also be empowered to collect said receivables after the assignment.

The Supplier's authority to collect said receivables itself remains unaffected by this. However, the Supplier undertakes not to collect said receivables as long as the Ordering Party makes good on its payment obligations from the proceeds collected, does not fall into arrears and, in particular, does not file for bankruptcy or becomes subject to suspension of payment. If one of the aforementioned cases arises, the Supplier may request the Ordering Party to announce the assigned receivables and disclose the debtors, make all statements required for collection, transfer the associated documents and inform the debtors (third parties) of the assignment.

7.3. The processing or reshaping of the object of sale shall always be conducted by the Ordering Party for the Supplier. If the object of sale is processed with other articles which do not belong to the Supplier, then the Supplier shall assume co-ownership of the new item in relation to the value of the object of sale (final invoice sum, including VAT) to the other articles processed at the time of processing. Furthermore, the same shall apply to the item resulting from the processing as applies to the object of sale under reservations.

7.4. If the object of sale is mixed or blended with other articles which do not belong to the Supplier, then the Supplier shall assume co-ownership of the new item in relation to the value of the object of sale (final invoice sum, including VAT) to the other articles mixed or blended at the time of processing. If the mixing is conducted in such a manner that the Ordering Party's item is to be deemed the main article, it shall be deemed to have been agreed upon that the Ordering Party shall transfer co-ownership to the Supplier on a proportional basis. The Ordering Party shall store wholly owned property or co-ownership for the Supplier.

7.5. In the event that the value of the delivered goods remaining in the Supplier's ownership according to these provisions, exceeds the sum of the receivables still open by more than 20%, then the Supplier shall relinquish its ownership to the extent that the value of the goods exceeds 120% of the remaining receivables upon the Ordering Party's request and at the Ordering Party's choice.

Article 8 Notice of defects

The Ordering Party shall immediately check whether the goods delivered are free of defects upon delivery (by processing samples, if necessary). Deviations from the contractually agreed quantity of delivery of up to 5% are not deemed to be defects.

Article 9 Ordering Party's claims for material defects

If the object of delivery exhibits material defects at the time of the transfer of risk, then the Ordering Party shall have the statutory rights, albeit under the following conditions:

- Claims for defects in the event of minor deviations from the agreed quality or negligible impairment of usability shall not be deemed to exist.
- The Supplier reserves the right to choose the form of subsequent performance.
- Compensation claims for losses shall be excluded if the Supplier is not liable for the losses in accordance with Article 11.
- The Ordering Party's claims for damages shall lapse in 12 months from shipment of the goods, unless claims which fall under Article 10 or 11.1 a) or b) are involved.

Article 10 Ordering Party's rights of recourse

If the Ordering Party has a right of recourse towards the Supplier in a sale of consumer goods, then the statutory provisions of Section 478 and 479 of the German Civil Code (BGB) shall apply under the condition that only compensation for losses in the scope of Article 11 is due.

Article 11 Liability

11.1 Unless these sale and delivery conditions provide otherwise, the Supplier shall only owe compensation for losses (for any legal reason whatsoever) in the following cases:

- In the event of deliberate acts and gross negligence on the part of the Supplier, legal representative and vicarious agents thereof;
- in the event of damages caused by injury to life and limb or harm to health;
- in cases pursuant to Section 444 of the German Civil Code (fraudulent concealment of a defect and assumption of a guarantee);
- in the event that a contractual obligation, which is significant to the fulfilment of the contract, is violated (obligation whose fulfilment makes the proper performance of the contract possible in the first place and which the Contracting Party regularly trusts and is entitled to trust that said obligation will be complied with);
- in the event that the delivered goods are defective if liability for personal injury and property damages to privately used articles is assumed in accordance with the German Product Liability Act (Produkthaftungsgesetz – ProdHG).

11.2 In the cases of Paragraph 1d), then liability in the event of slight negligence is limited to reasonably foreseeable damages typical of contracts, with the exception of injury to life and limb and harm to health.

Article 12 Legal venue – place of performance – applicable law

12.1. If the Ordering Party is a business person, then the Supplier's place of business shall be the exclusive legal venue. However, the Supplier is entitled to take legal action against the Ordering Party at its general legal venue.

12.2. If the Ordering Party is a business person and nothing else has been agreed upon, the Supplier's place of business shall be the place of performance for all binding commitments resulting from this contract, including the Ordering Party's obligations to render payment.

12.3. The law of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.