



General Delivery and Payment Conditions

- I. Scope**
- Our Delivery and Payment Conditions below apply to all of our deliveries and services. Any deviating conditions of the ordering party shall not be binding for us. Our offers are subject to change unless explicitly agreed otherwise.
 - If our Delivery and Payment Conditions are already known to the ordering party, they shall also apply to future transactions without a new disclosure. Acceptance of our deliveries or services is considered acknowledgement of our conditions.
 - All agreements made between us and the ordering party for the purpose of executing this Agreement must be documented in this Agreement in writing.
- II. Offer documents**
- We reserve ownership rights and copyrights to all illustrations, drawings, calculations and other documents; these may not be shared with third parties. This particularly applies to written documents designated as "confidential." The ordering party must obtain explicit written approval from us before sharing these with third parties.
- III. Prices – payment conditions**
- The agreed prices are subject to the statutory value added tax applicable as of the delivery date.
 - Weights, units and volumes determined by us shall be definitive for the calculation if the recipient does not immediately object to these.
 - We reserve the right to change our prices accordingly if cost reductions or cost increases occur after the conclusion of the Agreement, particularly due to wage agreements or material price increases. We shall provide the ordering party with proof of this upon request.
 - Point 3 above does not apply to non-entrepreneurs.
- IV. Application-related advice**
- We shall provide application-related advice to the best of our knowledge. All details and information about the suitability and application of our goods shall not release the ordering party from performing its own inspections and tests to determine the products' suitability for the intended processes and purposes; they are not binding, and fundamentally do not establish a contractual legal relationship or an auxiliary obligation from the purchase agreement unless explicitly agreed otherwise in writing. Such exceptional cases are subject to Points IV 2, 3 below.
 - We are only liable for application-related advice in the event of intent or gross negligence. In particular, this applies without limitation for advice provided in conjunction with the application of new product developments. In other cases we are also liable for simple negligence, but only if a significant contractual obligation is violated; liability for lost profits, for damages due to third-party claims against the ordering party and for other subsequent damages is excluded here.
 - For the rest, unless we are accused of an intentional contractual violation, damage compensation liability shall be limited to typically occurring, foreseeable damages.
- V. Transfer of risk – delivery – delivery period**
- Unless explicitly agreed otherwise, deliveries are agreed as "ex works or delivery warehouse."
 - From the time a purchase is agreed, the risk of accidental destruction and accidental worsening of delivery items shall be transferred to the ordering party upon notification of readiness. For the rest, risk shall be transferred to the ordering party at the time when we hand over the goods to the freight forwarder. This is also the case if we perform the transport ourselves. We shall choose the shipping method and shipping route. Any additional costs resulting from other requests by the ordering party shall be borne by the ordering party. If the ordering party wishes, we will provide transport insurance for the delivery; the ordering party shall bear the costs in this regard.
 - The delivery period we have defined shall only start once all technical questions have been resolved. For the rest, the following applies:
 - If we are in default for reasons that are our responsibility, the damage compensation liability is excluded in the event of ordinary negligence.
 - If the ordering party sets an appropriate grace period for us after we are already in default, with a threat of refusal, the ordering party is entitled to withdraw from the Agreement if this grace period elapses without result; the ordering party is only entitled to assert damage compensation claims due to non-fulfillment in the amount of the foreseeable damage if the damage was caused by intent or gross negligence; for the rest, the damage compensation liability shall be limited to 50% of the damage incurred.
 - The liability limitations as per Points V 3a) and b) above shall not apply if a commercial fixed transaction was agreed; the same applies if the ordering party can assert that its interest in contractual fulfillment was discontinued due to our default, or if the default was caused by our culpable violation of a significant contractual obligation. In these cases, our liability is limited to the typical damages foreseeable for this type of agreement. In the event of an intentional contractual violation that was our responsibility, we shall be liable according to the statutory provisions.
 - Compliance with our delivery obligation requires timely and proper fulfillment of the ordering party's obligations. If the ordering party is in default or violates other participation obligations, we are entitled to request compensation for any damages we have incurred, including any additional expenses. In this case, the risk of accidental destruction or accidental worsening of the purchased item is transferred to the ordering party as of the time when the ordering party is in default of acceptance.
 - Any expiry deadlines or missed deliveries by our suppliers, as well as operational interruptions due to raw material, energy or labor shortages, strikes, lockouts, difficulties in obtaining transport materials, traffic disruptions, requirements by authorities or cases of force majeure that affect us or our sub-contractors and are significant, unforeseeable and beyond our scope of responsibility shall extend the delivery period by the length of the delivery hindrance as long as these factors are significant for the deliverability of the goods. We shall inform the ordering party immediately of the start and end of such hindrances. If the delivery is delayed by more than one month, both we and the ordering party are entitled, to the exclusion of any damage compensation claims, to withdraw from the Agreement with regard to the volume affected by the delivery disruption.
 - The right to proper and timely self-delivery is hereby reserved.
 - Partial deliveries that are reasonable for the ordering party are permissible.
 - If the delivery is delayed in loan containers, these must be returned within 30 days of receiving the delivery, carriage paid. Any loss or damage of loan packaging shall be borne by the ordering party if the ordering party is at fault, as long as the packaging has not yet been returned to the supplier. Loan containers may not be used for other purposes or to hold other products. They are intended solely for the transport of the delivered goods. Labels may not be removed.
 - For custom products, the supplier is entitled to exceed or fall short of the agreed delivery quantities in the Purchase Agreement by 10%.
- VI. Packaging**
- Transport packaging and all other packaging defined by the Packaging Regulations shall not be taken back, with the exception of pallets.
- VII. Payment**
- The invoice amount must be paid in full by the due date.
 - The invoice amount must be paid in full within 14 days of the invoice date.
 - Payment is considered to be timely if we can dispose of the money with a value date on the due date from the account we have specified. Discounts and rebates shall only be granted on the basis of special agreements. Discounts on new invoices are excluded if older invoices that are due have not yet been paid.
 - If the ordering party is in default with payment, we are entitled to charge default interest of 5% p.a. above the base interest rate that was valid for the German Federal Bank on January 1 of each year in the sense of § 1 Para. (1) Minimum Lending Rate Transfer Act [Diskontsatz-Überleitungs-Gesetz]. If such a base interest rate for the German Federal Bank no longer exists because a prime rate has been introduced by the European Central Bank in the meantime, if we are able to provide proof of higher damages due to default, we are entitled to assert these. However, the ordering party is also entitled to prove that we did not incur damages, or incurred significantly lower damages, as a result of the payment default.
 - Issuing bills of exchange is not considered a cash payment, and is only permissible as payment with our prior approval. Discount and exchange fees shall be borne by the ordering party and are payable immediately in cash.
 - The ordering party shall only have offsetting rights if its counterclaims have been legally established, are undisputed or acknowledged by us. In addition, the ordering party is only authorized to exercise a retention right to the extent that the counterclaim is based on the same contractual relationship.
 - Nos. 5 and 1.2 do not apply to non-entrepreneurs.
 - Non-payment of invoices that are due, or other circumstances that indicate a significant worsening of the ordering party's asset situation, shall entitle us to call for immediate payment of all our receivables that are based on the same legal relationship.
- VIII. Reservation of title**
- We reserve the title to the delivery item until the purchase price has been paid in full. If the ordering party is an entrepreneur, a legal entity under public law or a special fund under public law, the following shall apply: until all claims from the ongoing business relationship with the ordering party are fulfilled, the delivered goods shall remain our property. The reservation of title shall remain in effect even if some of our receivables have been included in ongoing invoices and the balance has been created and acknowledged. Even after payment, purchase-price receivables shall not be considered fulfilled if a liability secured by bills of exchange that we have assumed in this regard continues to exist, e.g. as part of a check/bill of exchange process.
 - If the ordering party performs any processing, reforming or mixing on our behalf, this shall not establish a liability for us. In the event of processing or mixing with other items that do not belong to us, the ordering party hereby transfers to us in advance, as security for our receivables, co-ownership of the new item according to the relationship between the goods subject to reservation of title (final invoice amount including VAT) and the other processed or mixed items at the time of the processing or mixing. If the mixing takes place in such a way that the ordering party's item is considered the main item, it is hereby agreed that the ordering party shall grant us proportional co-ownership. The ordering party shall preserve such sole ownership or co-ownership for us. The ordering party, in order to secure our receivables toward it, hereby also assign to us any receivables incurred toward a third party as a result of combining the purchased item with a parcel of land.
 - The ordering party is entitled to dispose of the products in the ordinary course of business as long as it fulfills its obligations from the business relationship with us in a timely manner.
 - Receivables owed to the ordering party from its customers or third parties due to the sale of goods for which we have ownership rights are hereby assigned to us by the ordering party in advance in the amount of the final invoice (including value added tax) for our receivables. If the ordering party combines or mixes the delivered goods with a main item belonging to a third party for a fee, the ordering party hereby assigns its compensation claims against the third party to us, in the amount of the final invoice (including value added tax) for our receivables by way of security, regardless of whether the purchased item was resold without or after processing. We hereby accept these assignments.
 - At our request, the ordering party must provide us with all necessary information about the inventory of the goods in our possession and about any receivables assigned to us, and shall inform its customers of the assignment.
 - The ordering party must store the goods subject to reservation of title carefully, and shall insure them at its own expense for loss and damage. The ordering party thus assigns its claims from the insurance contracts to us in advance. We hereby accept this assignment.
 - If the realizable value of the securities exceeds our receivables by more than 10%, we shall release corresponding securities of our choice at the ordering party's request.
 - The ordering party's right to dispose of the products subject to reservation of title, and to collect the receivables assigned to us, shall be null and void as soon as it suspends payment and/or experiences a deterioration of assets. If these requirements are fulfilled, we are entitled to request the immediate provisional return of all goods subject to our reservation of title, to the exclusion of the retention right and without a grace period or exercising withdrawal rights.
 - If the reservation of title is not effective according to the laws of the country in which the delivered goods are located, the ordering party shall provide an equivalent security at our request. If it does not fulfill this request, we can request the immediate payment of all outstanding invoices regardless of the agreed payment deadlines.
- IX. Warranty and liability**
- The warranty period is 6 months, calculated as of the transfer of risk. This period is considered a limitation period, and it also applies to claims for compensation of subsequent damages from defects, as long as no claims are asserted based on impermissible actions.
 - The ordering party's warranty rights assume that it has fulfilled its inspection and complaint obligations as per §§ 377, 378 HGB [German Commercial Code].
 - The ordering party – if necessary through sample processing and suitable tests, which must take the material's concrete usage conditions into account – shall check whether the delivered goods are suitable for the intended use. This particularly applies if thinners, hardeners, paints or other components are added that were not provided by us.
 - Defects due to the fact that the ordering party uses our products with non-approved, i.e. unsuitable and/or defective third-party products such as thinners, hardeners, paints or other components that were not provided by us, particularly by adding such products, are excluded from the warranty.
 - If the purchased item has a defect that is our responsibility, we are entitled to perform our choice of defect rectification or replacement delivery. In the event of defect rectification, we must bear all expenses required for defect rectification, including transport, travel, labor and material costs, as long as these were not higher because the purchased item was taken to a place other than the place of fulfillment.
 - If we are unprepared or unable to perform defect rectification/replacement delivery, particularly if this is delayed beyond acceptable time periods for reasons for which we are responsible, or if the defect rectification/replacement delivery fails in some other way, the ordering party is entitled to request rescission (nullification of the Agreement) or a corresponding reduction in the purchase price.
 - Unless otherwise established below, further claims by the ordering party – regardless of legal grounds – are excluded. Therefore, we are not liable for damages that did not occur in the delivered item itself; in particular, we are not liable for lost profits or other financial damages suffered by the ordering party.
 - The above liability waiver shall not apply if the damage was caused intentionally or through gross negligence. Nor shall it apply if the ordering party asserts damage compensation claims for non-fulfillment as per §§ 463, 480 Para. 2 BGB due to the absence of a warranted characteristic.
 - If we negligently violate a cardinal obligation or a significant contractual obligation, our obligation to provide compensation shall be limited to the compensation payment from our product liability insurance (this excludes deliveries to the United States and Canada). We are prepared to let the ordering party review our policy. We hereby agree to maintain the insurance until the end of the warranty period as per Pt. IX 1. If the insurance does not provide coverage in this regard, we must provide compensation ourselves; in this case, however, the damage compensation liability shall be limited to the typically foreseeable damages.
 - Any liability for damage compensation beyond that described above – regardless of the legal nature of the asserted claim, particularly for damage compensation claims based on culpable actions at the time the Agreement was concluded, positive contractual violation, or criminal claims as per § 823 BGB – is hereby excluded. This does not apply to claims as per §§ 1, 4 Product Liability Act or to cases of incapacity or impossibility of performance.
 - If and to the extent that our liability is excluded or limited, this shall also apply to the personal liability of our workers, employees, personnel, representatives and vicarious agents.
 - The limitation period for claims between the supplier and ordering party shall be based on Pt. IX 1 as long as these do not involve claims based on manufacturer liability as per §§ 823 ff. BGB.
 - If thinners, hardeners, paints or other components not provided by us are mixed into the delivered products or used with them, a warranty shall only apply if these components were demonstrably fault-free and suitable.
- X. Place of jurisdiction/place of fulfillment**
- If the ordering party is a businessperson, a legal entity under public law or a special fund under public law, our registered office shall be the place of jurisdiction; however, we are also entitled to bring judicial action against the ordering party at its place of residence.
 - The contractual relationships with our customers are exclusively subject to the laws of the Federal Republic of Germany. The applicability of the United Nations Convention on Contracts for the International Sale of Goods, dated April 11, 1980 (CISG-"Wiener Kaufrecht" BGBL 1989 II 588, amend. 1990 II 1699), is hereby excluded.