

General Conditions of Sale (Abroad)

1.0 General range of applicability

- 1.1 All export business transacted by us is exclusively governed by our General Conditions of Sale (Abroad) unless otherwise expressly stated in our offer or in our confirmation of the order; any amendments or supplements are binding only in so far as they have been indicated or confirmed expressly and in writing by us. General terms or conditions of a customer are binding only insofar as they are confirmed expressly and in writing by us. Our General Conditions of Sale (Abroad) are also applicable, even if we carry out the delivery to the customer without any reservation and with the knowledge of a customer's conflicting conditions or conditions that differ from our General Conditions of Sale (Abroad).
- 1.2 Our General Conditions of Sale (Abroad) are only applicable with regard to the relationships with entrepreneurs / enterprises as defined in § 310 (1) BGB.
- 1.3 Our General Conditions of Sale (Abroad) are also applicable to all future business transactions with a customer.

2.0 Offer, type and scope of deliveries

- 2.1 Our offers are not binding unless otherwise expressly stated in writing by us.
- 2.2 Only our written confirmations are relevant for type and scope of the deliveries.
- 2.3 Technical conditions may cause differences from the ordered quantity by plus/minus 3%. These differences are taken into account in the invoice.
- 2.4 The quantities stated on the individual carton are approximate quantities. The contents of all cartons of a contract corresponds to the contractual quantity subject to the differences as mentioned above in clause 2.3.

3.0 Prices

- 3.1 Our prices are calculated for 1.000 pieces, net and ex factory including our usual packing.
- 3.2 Additional costs for special manners of packing, e.g. seaworthy packing, are charged to the customer.
- 3.3 As far as German VAT shall become applicable for deliveries to be performed within Germany on requirement of the customer, we shall invoice the respective VAT in addition.

4.0 Terms of payment

- 4.1 Cash against documents or by irrevocable letter of credit against documents issued by a German bank, without any discount.
- 4.2 Payments are to be made without any deduction and free of charge to the address of payment prescribed by us e.g. in the invoice.
- 4.3 Customer may set off only such claims as are undisputed or finally determined.
- 4.4 Without prejudice to any other claim in case of delayed payment we are entitled to charge interest on the amount outstanding, at least 4% per annum over the respective „Basic interest rate“ of the Deutsche Bundesbank.

5.0 Reservation of ownership

- 5.1 The products supplied remain our property until all debts owing to us or to be created in the future and arising from the business connection with the customer have been paid in full.
- 5.2 As far as we reserve ownership the customer is only entitled to use our products in the normal course of business and the products may not be pledged or given as security. In case the customer sells containers in which our products delivered to him have been installed, the customer agrees to assign and assigns to us his accounts receivable from such sales as far as our accounts receivable from him are unsettled at that time.
- 5.3 Upon request of the customer we release at our discretion the securities accruing to us insofar as the realizable value of our securities exceeds the claims to be secured not only temporarily by more than 20%.
- 5.4 If the reservation of ownership in the form as mentioned in clauses 5.1 – 5.3 is not effective under the law of the country of destination, the customer must cooperate in establishing in our favour a similar security right complying with the provisions of his country.

6.0 Delivery time and delay

- 6.1 Delivery times are only to be binding if they have agreed upon by us expressly as binding delivery time. The delivery time has been adhered to if the consignment is ready for dispatch ex works within the period agreed upon.
- 6.2 Adherence to the delivery time is subject to the order being completely clarified and all information to be submitted by the customer being received by us within due time. The delivery time will be reasonably extended if any of the foregoing requirements have not been complied with in due time.
- 6.3 If delay of delivery is caused by force majeure and the like including strike and lockout or by any other circumstances for which we are not responsible, the delivery time shall be reasonably extended.
- 6.4 If the delivery time is exceeded for reasons other than those stated in clause 6.2 / 6.3 above the customer may claim liquidated damages of 0.5% for each complete week of delay up to an overall total of 5% of the value of the delayed delivery resp. of the delayed part of delivery, but, however, provided the customer proves that he has suffered damages caused by such delay. Any other damage claims in cases of delay exceeding the margin of 5% as mentioned above are expressly excluded. This does not apply where in cases of intent or gross negligence our liability is stringently enforced by law. The right of the customer to rescind the contract after an additional period of time granted to us has ineffectively expired, remains unaffected.

7.0 Dispatch, transport insurance, transfer of risk

- 7.1 We only dispatch on express written request and on risk and account of the customer, such request has to be announced by the customer within one week after placing the order; the same is applicable with regard to transport insurance. Dispatch and transport insurance are carefully carried out resp. chosen by us to the best of our knowledge, beyond that we are not liable for any delay, damage and the like.
- 7.2 The risk is passing to the customer whenever the consignment is ready for dispatch ex works. If the dispatch is delayed at the request of the customer or for reasons within customer's responsibility, the risk is passing to the customer for such period of delay.

8.0 Inspections, warranty

- 8.1 Immediately, but at latest within 2 weeks after receipt of our products the customer has to inspect them. Furthermore the customer has to test on all processing stages of the designated production equipment a representative quantity of each delivery before using our products e.g. in series- resp. in mass production for his own purposes. The customer has to give written notice immediately after the discovery of a defect, but not later than 1 year after readiness for dispatch of the respective delivery.
- 8.2 With their different specifications our products are only usable for the corresponding specific spraying goods. Therefore we are not liable for any defects, non-conformity, maladjustment, malfunctions and the like which may arise out of or in connection with any other use of our products, unless we have given expressly our prior written approval after having been informed about the spraying good for which our products are to be used.
- 8.3 During the warranty period of 1 year starting on readiness for dispatch of the products we are liable for any fault of our products in the way that we replace free of charge the quantity of imperfect products, provided that the quantity of imperfect products refers to at least 1% of the corresponding contract as well as that the notices as mentioned in Clause 8.1 above have been given by the customer within due time. We are not liable for consequences of any inexpert handling or of repairs carried out by the customer or a third party. If we let expire an adequate extension of time as set by the customer without replacing the defective products, the customer has the right to cancel the contract or to claim a reduction of price. The provisions concerning periods of liability for defects under clauses 8.1 - 8.3 do not apply where longer periods are stringently enforced by law. With regard to our liability in cases of warranty any further claims are excluded, especially claims for compensation of damages not affecting the products themselves. This is not applicable as far as we are liable in cases of intent or gross negligence, of guarantees or of slight negligence of breach of significant contractual obligations in accordance with stringent provisions of law; the same is applicable with regard to claims under the German Product Liability Act and other stringent provisions of law.
- 8.4 Return deliveries require our prior written consent without which no return deliveries are accepted by us.

9.0 Advisory services

The services of our laboratories and of our customer service are only of advisory nature to the customers. They are carried out to the best of our knowledge, but they are noncommittal recommendations. The customer is not discharged of undertaking own tests and the like.

10.0 Limitation of liability

- 10.1 Unless expressly otherwise stipulated in these General Conditions of Sale (Abroad) we are only to be liable for customer's damage if it is caused by intent or gross negligence by us, our employees or other persons appointed by us. This limitation of liability applies to all claims for damages irrespective of the legal basis including but not limited to tort liability, positive breach of contract and breach of duties during the stage of contractual negotiations. With respect to the breach of significant contractual obligations we are also liable for slight negligence, but only for the amount of foreseeable damages typical of such contracts.
- 10.2 The limitation of liability under clauses 8.3 and 10.1 does not apply to claims based on personal injury as well as to claims under the German Liability Act and to any other stringent provisions of law.

11.0 Data protection, applicable law, place of performance and jurisdiction

- 11.1 With regard to Data Processing we use and / or store data of the customer we receive in connection with the business relationship only in compliance with the German Federal Data Protection Law; the customer agrees with such use and storage for purposes in connection with the business relationship.
- 11.2 The contractual relationship and any transactions executed thereunder are governed by the laws of the Federal Republic of Germany, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.3 Place of performance for all obligations under the contract shall be Hochheim / Main, Germany.
- 11.4 Place of jurisdiction for any disputes shall be at the courts competent for Hochheim / Main, but, however, we shall be entitled to bring an action at the place of the head office of the customer.
- 11.5 If any provision of these General Conditions of Sale (Abroad) is invalid, the validity of the remaining provisions remains unaffected. The same applies in the event that these Conditions of Sale (Abroad) are incomplete.