

## I. Scope

1. Our subsequent terms of delivery and payment are only applicable to companies, legal persons under public law or special funds under public law according to § 310 Section 1 BGB. They do not apply to consumers.
2. Our Terms of Delivery and Payment apply exclusively. Any terms and conditions of the buyer which are contrary to or different from our terms of delivery and payment shall not become part of the contract unless their validity has been explicitly approved by us in writing. Our offers are subject to change unless explicitly stipulated otherwise.
3. Any amendments, changes and supplements to these terms must be made in writing.

## II. Prices

1. The agreed prices are exclusive of the VAT rate valid at the day of delivery.
2. The calculation is based on the weights, units and quantities determined by us unless the buyer raises objection immediately upon handover.

## III. Technical Advice on Product Application

1. Any consulting services provided by us are made to the best of our knowledge and without obligation. All data and information regarding the suitability and application of the supplied goods do not relieve the buyer from its duty to perform its own tests and inspections. This is especially the case when adding thinning agents, hardeners or other components not purchased from us.

## IV. Delivery

1. The buyer must fetch the goods on the agreed delivery date or, if no delivery date was fixed, immediately upon receiving notice of the availability of the goods at the place of delivery according to Section IX.1. Should the buyer be in delay with the acceptance of the goods, we shall be authorized to ship the goods at our own choice and at the buyer's expense, or unless possible otherwise, to store the goods outdoors if necessary. In this case, we are not liable for the accidental perishing, loss or damage of the goods. If the goods are stored by us, we are authorized to invoice the goods and demand payment one week after default of acceptance has started.
2. If it has been agreed in derogation of paragraph 1 that we are responsible for dispatching the goods, the transport of the goods will be at the buyer's expense and choice of the means and the route of transport will be at our own discretion unless the buyer has explicitly instructed us in this respect. The risk is transferred the instant we hand the goods over to the carrier.
3. Partial deliveries are admissible if they are reasonable for the buyer.
4. If relevant for the ability to deliver the goods, delivery can be delayed by the duration of an impediment to the performance, for instance major, unpredictable disruptions of operations not caused by us, exceeding delivery deadlines or delivery failures by our suppliers due to shortage of raw materials, energy or workers, strikes, lock-outs, difficulties in procuring means of transport, traffic interruptions, official decrees and cases of force majeure affecting us or our suppliers. We will immediately inform the buyer of the beginning and ending of such impediments. Should these circumstances cause a delay in delivery of more than one month, both the buyer and we have the right to withdraw from the contract to the quantity affected by the delivery disturbance to the exclusion of damages. This shall not affect the buyer's legal right to withdraw from the contract due to a delivery disturbance which we are responsible for.
5. If delivery is made in returnable containers, these must be returned within 90 days of the receipt of delivery completely emptied and carriage paid. Loss and damages of the returnable packaging is at the buyer's expense if he is responsible for it. Returnable packaging may not be used for other purposes or for different products. They are solely intended for the transport of the delivered goods. Labeling must not be removed.
6. We do not take back single-use packagings. Instead, we will name a third party which will recycle the packaging according to legal and official regulations.

## V. Payment

1. The invoice amount is payable in full immediately after receiving the invoice. Payment is only considered timely if we have received the amount in the account specified on the due date.
2. In the case of default of payment, the buyer has to pay default interest of 9 % above the corresponding base rate.
3. Providing bills of exchange is no cash payment and requires our previous approval in order to be permissible. Discount and bill of exchange charges are at the buyer's expense.
4. Retention and offsetting by the buyer are excluded unless the claim made in order to exercise the right of retention or offsetting is undisputed, has been established by final judgment or derives from the same contractual relationship.
5. Non-payment of due invoices or other circumstances suggesting that the buyer's financial situation has deteriorated significantly after concluding the contract shall entitle us to invoice all our claims based on the same legal relationship and demand immediate payment.

## VI. Reservation of Ownership Rights

1. We retain title to the delivered item until the purchase price has been paid in full. The delivered goods remain our property until all claims under the running business relationship have been satisfied. We will continue to retain title if individual receivables are included in a running account and the balance has been drawn and acknowledged. The purchase price shall not be considered settled although payment has been made for as long as any reciprocal liability we assumed in this context continues to apply – for example in a check/bill of change process.
2. The buyer will process or mix the goods on our behalf without generating a liability for us. If the goods are mixed or processed with other items not owned by us, the buyer shall already transfer to us co-ownership in this new item in proportion to the value of the goods subject to reservation of title with respect to other processed items with the proviso that the buyer will keep the new item on our behalf.
3. The buyer is entitled to dispose of the goods in the course of ordinary business as long as the buyer meets all obligations arising from the business relationship with us.
4. The buyer already assigns to us claims resulting from the sale of goods to which we hold title to the extent of our ownership share in the sold goods as security. If the buyer combines or mixes the delivered goods against payment with a main item of a third party, the buyer already assigns its claims for remuneration towards the third party to us as security to the amount of the invoice value of the delivered goods. We accept these assignments.
5. Upon our request, the buyer must provide all necessary information about the inventory of goods in our property and about the claims assigned to us and inform its buyers about the assignment.

6. The buyer is obliged to store the goods subject to retention of title with care and to insure them at its own expenses against loss or damage. The buyer herewith transfers its claims from the insurance contracts to us in advance. We accept this assignment.
7. If the value of the securities exceeds our claims by more than 20 percent, we will, to that extent, release securities of our choice at the buyer's request.
8. The buyer's right to dispose of the products to which we retain title and to collect the claims assigned to us becomes void once the buyer stops payment and/or collapses financially. Should these circumstances occur, we are authorized to demand immediate provision of all goods to which we retain title excluding the right of retention without setting a further deadline or exercising withdrawal.
9. Should the retention of title be ineffective under the law of the country where the delivered goods are located, the buyer must provide an equivalent security upon our demand. Should the buyer fail to comply with this request, we can demand immediate payment of all open invoices without respecting the agreed payment target dates.

## VII. Warranty Claims

1. The buyer must inspect the goods for defects immediately upon receipt.
2. Defects must immediately be declared in writing after receipt unless the defect was not visible during the inspection. If such a defect becomes visible at a later time, it must be notified immediately, too. The notification must be made in writing and detail the type and extension of the defect.
3. The buyer undertakes to immediately notify us and give us the opportunity to inspect defects if it wants to claim defects of products delivered by us.
4. In case of rectification, we are authorized to either eliminate the defect or provide delivery replacement.
5. In case of defect elimination, we will cover all expenses required for this purpose, unless these costs have increased because the product was brought to a location other than the place of delivery.
6. We only accept liability for consequential damages caused by a defect if we are solely or partially responsible for the occurrence of the defect because of willful or grossly negligent behavior.
7. If we are not willing or capable to eliminate the defect or provide delivery replacement or should this be delayed beyond reasonable time limits for reasons which we are responsible for or should the defect elimination or replacement delivery fail in other respects, the buyer has the right to cancel the contract or demand corresponding reduction of the purchase price.
8. In the case of entrepreneur's recourse (§ 445a BGB), it is assumed that no defects existed at the time of passing of risk to the buyer if the buyer inspected the goods dutifully according to paragraph VII. 2. (sentence 1) but did not notify any defects unless this assumption is incompatible with the nature of the item or defect.
9. If the buyer seeks recourse, the buyer must allow itself to be treated as if it had implemented all legally permissible contractual possibilities vis-à-vis its contractual partner (e.g. refusal of rectification because the effort would be unreasonable or limiting the reimbursement of expenses to an appropriate amount).
10. We are entitled to reject recourse claims of the buyer with the exception of the claims for new delivery of the goods provided that we grant the buyer equivalent compensation for the exclusion of its rights. We only accept liability for consequential damages caused by a defect if we are solely or partially responsible for the occurrence of the defect because of willful or grossly negligent behavior.
11. The buyer's claims for damages are excluded without compensation having to be granted unless we are guilty of willful intent or gross negligence.

## VIII. Liability

1. Unless otherwise agreed, all further claims for damages of the buyer against us and our employees, workers, representatives and auxiliary persons shall be excluded, in particular claims for the reimbursement of damages which do not affect the delivered goods themselves.
2. The liability limitations and exclusions contained in the previous section 1 and elsewhere in these Terms of Delivery and Payment do not apply where our liability is mandatory in cases of intent, gross negligence, physical injury or as a result of properties or durability guaranteed by us or in particular according to the rules of the product liability law. The same applies to our breach of duty that jeopardizes the achievement of the purpose of the contract with our liability being limited to the replacement of the typical, predictable damages.

## IX. Place of Fulfillment, Court of Jurisdiction and Other Provisions

1. The place of fulfillment for all liabilities under the business relationship or under the individual contract is our respective shipping point, for payments our head office.
2. The place of jurisdiction is by our choice either our head office or the general place of jurisdiction of the buyer. This also applies to disputes in the document, bill of exchange or check process. The buyer is obligated to ask us to exercise our right to choose by setting a reasonable deadline.
3. The business relationships with our customers are subject to the law of the Federal Republic of Germany exclusively. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
4. We store and process data of the buyer to the extent required to properly process the contractual relationships only to the extent permitted by relevant legal regulations.

## X. Appraisal of Creditworthiness

In case of a credit risk, we will transfer your data (name, address, e-mail address, information on the company as well as contractual and claim data if necessary) to check your creditworthiness and the postal deliverability of the specified address as well as for debt collection processing to IHD Gesellschaft für Kredit und Forderungsmanagement mbH, Augustinusstr. 11 B, 50226 Frechen, and to further cooperating credit agencies where necessary. The legal basis of this transfer is Section 6 I b DSGVO and Section 6 I f DSGVO. Any data transfers according to Section 6 of I f DSGVO may only be made to the extent that this is necessary in order to pursue the legitimate interests of our company and provided that the interests, fundamental rights and freedoms of the person claiming the protection of personal data do not preponderate. We also collect or use automatically generated probability values in order to make a decision in terms of starting, conducting or terminating the contractual relationship. Address data may be used to calculate this data among others. For detailed information on our contract partner IHD as defined in Art. 14 DSGVO, i.e. the business purpose, the purpose of data storage, the legal basis, the data recipients of IHD, the right to demand disclosure of personal data stored about a person and the right to deletion and correction as well as profiling, go to [www.ihd.de/datenschutz/Artikel14.htm](http://www.ihd.de/datenschutz/Artikel14.htm). Information to their contractual partners in the field of credit information agencies is available at: [www.ihd.de/datenschutz#vertragspartner](http://www.ihd.de/datenschutz#vertragspartner).