

General Terms and Conditions of Sale

1. Scope of Application

All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale. References made by Buyer to his general terms and conditions are hereby rejected. These General Conditions of Sale shall also apply to all future business. Deviation from these General Conditions of Sale require the explicit written approval of Chemische Fabrik Karl Bucher GmbH.

2. Offers, quotations and tenders

Any offers made by us shall in all cases be non-binding in their entirety. Any orders or ancillary agreements shall in any case require written confirmation.

3. Deliveries

We reserve the right to deliver ahead of the agreed date, and / or in part-consignments, and to increase or decrease the agreed delivery quantity in order to be able to dispatch complete packages. We shall not be deemed to be in arrears of delivery until we have been given written warning and appropriate additional period of time has been set. Unless otherwise agreed, goods are supplied uninsured and ex-works. We reserve the right to select the mode of dispatch and the transport route. The packaging material shall be disposed of properly by the customer unless its return has been agreed. General Commercial Terms shall be interpreted in accordance with the INCOTERMS in force on the date the contract is concluded.

4. Damage in Transit

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and Chemische Fabrik Karl Bucher GmbH shall be provided with a copy thereof.

5. Compliance with legal requirements

Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods.

6. Payment

Invoices submitted by us shall be due for payment 30 days after the invoice date, net of any deductions. Prompt-payment discount shall only be deductible if this has been separately agreed in the individual instance. There shall be no setting off against any claims for payment or imposition of rights of retention unless these have been found final and absolute by a Court. In the event of non-payment, the customer shall be deemed to be in immediate arrears even without any payment reminder.

Without jeopardy to any further claims for damages, in the event of a default in payment by Buyer, Chemische Fabrik Karl Bucher GmbH is entitled to charge interest on the amount outstanding at the rate of 8 percentage points above the base interest rate announced by the German Federal Bank at the time payment is due if the amount is invoiced in euros, or, if invoiced in any other currency, at the rate of 8 percentage points above the discount rate of the main banking institution of the country of the invoiced currency at the time the payment is due.

7. Retention of title

We shall retain title to the goods delivered (the retained goods) until the customer in question has met his obligations in full. The customer shall only use the retained goods for the proper further processing or sale in the normal course of business. If they are mixed, combined, or merged with other objects, the statutory provisions shall apply with the result that part of or the entirety of the objects thus created shall become the retained goods. Any claims to payment arising from the sale of the retained goods shall be deemed to have been assigned to us in advance.

Should the value of our collateral exceed the total of our claims, we shall if requested release such collateral as we see fit. Our retention of title over goods delivered shall not be mandatory.

8. Complaints

Our guarantee shall cover deficiencies in quality and quantity and any defects which affect the value of the goods delivered when put to their proper and normal use. Any other legal liability shall be ruled out, with the exception of loss or damage caused with intent or gross negligence. The assurance of any properties shall only valid if expressly confirmed in writing. Specifications and quality statements shall under no circumstances be construed as assured properties.

Any complaints shall be lodged within the period of time defined in Article 377 of the German Commercial Code, regardless of the nature of the contractual relationship. Claims under guarantee can be met, at our free discretion, by taking the goods back, by taking them back and replacing them, or by one single action to re-work them. Should this attempt fail, our discretion shall be limited to taking the goods back or to taking them back and replacing them.

9. Revocation, retention

In the event of arrears in meeting our claims to payment still existing even after an additional period of time has been set, or in the event of a customer becoming insolvent, or if insolvency proceedings are conducted in court or out of court, or if bankruptcy proceedings are opened against his assets, we shall be entitled to revoke any order confirmations and to take back any retained goods. We reserve the right to postpone the execution of any further orders so long as a customer is in arrears of payment to us.

10. Place of execution, place of jurisdiction, choice of law

The place of jurisdiction shall be the Local Court Memmingen, as determined by us. The laws of the Federal Republic of Germany shall apply exclusively. The application of international commercial law shall be ruled out. The place of execution shall be Waldstetten.