1. Scope of Application: Our delivery of goods and services are subject to these Conditions of Sale and additionally the applicable statutory law only. Terms that are not expressly specified in these Conditions of Sale and our purchase order, purchase contract, and delivery notes are not considered binding if they have been confirmed by us in written form. Our delivery of goods and services are subject to our retention of title or sell the new products. If, upon such delivery or performance, purchaser shall notify us in writing within a reasonable time period whether purchaser intends to rescind the contract and/or claim damages or insist on the delivery and/or performance.

2. Offers, Contracts: Our offers are made subject to confirmation. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us.

3. Form:
3.1 For the purposes of these Conditions of Sale, (a) "in writing" means in text form (including in electronic form, such as via e-mail, fax, and telegrams), and (b) "written form" means a hard-signed document. Any amendment or supplement to these Conditions of Saleincluding this Section 3.1 shall be effective only if mutually agreed or mutually cancelled of an agreement shall be made in written form.

3.2 Other statements and notices shall be made in writing.

4. Prices: Unless otherwise agreed in writing, prices are quoted ex works, and do not include the packaging costs. Value added tax shall be payable at the applicable statutory rate in effect at the invoice date.

5. Payment, Set-off:
5.1 Unless agreed otherwise in writing, payment to us by purchaser shall be effected latest 5 days after the delivery or the performance of services.

6. Place of Delivery, Shipment:
6.1 The place of delivery or performance shall be our place of production or storage.

6.2 If shipment has been agreed to be included, we shall ship the goods at purchaser’s risk. Furthermore, we shall determine the manner of shipment, shipment route and carrier.

7. Partial and Delivery and Performance: Partial delivery and performance shall to a reasonable extent be permitted in cases of force majeure, shortage of energy or raw materials, supplies, industrial disputes, governmental decrees, breakdown of transport or of our services, acceptance or rejection of consignments, if it shall be beyond our control where our subcontractors or affiliates (as defined in Section 4 (b) of Republic Act No. 10592 or the Financial Rehabilitation and Insolvency Act (FRIA) of 2010) are affected by any of the above.

8. Delivery Schedules, Delay:
8.1 If in writing, agreed schedules of delivery or performance or other contractual obligations on time, purchaser shall grant us in writing an additional delivery or performance period of reasonable length, such period to be at least three (3) weeks.

8.2 If the delivery and/or performance does not take place by the end of the additional delivery or performance period, purchaser shall first grant us in writing a further reasonable period for the delivery of goods and/or performance of service. Thereafter, if delivery of the goods and/or service still does not take place, purchaser shall notify us in writing within a reasonable time period whether purchaser intends to rescind the contract and/or claim damages or insist on the delivery and/or performance.

9. Transport Insurance: We are authorized to obtain appropriate transport insurance for any loss or value of purchaser in an amount at least equal to the invoiced value of the goods.

10. Retention of Title:
10.1 All rights to our bills of exchange and rights of ours to payment from such third party. We, our legal representatives, employees, and persons employed to perform our obligations shall only be liable for damages and claims for expenses of purchaser, irrespective of the legal basis therefor, whether based on breach of obligations deriving from the contract and/or tort, (i) in the event of intentional misconduct or gross negligence on our part, the part of our legal representatives, employees or persons employed to perform our obligations, or (ii) if the breach of our contractual obligations violates the essence of the contract and purchaser relies, and is restrictive to rely, on the fulfillment of such obligations (essentials of the contract).

11. Application of Law and Dispute Resolution:
11.1 Should any of these Conditions of Sale be deemed wholly or partially invalid, unenforceable, or inapplicable pursuant to the applicable laws and regulations, both authorities will not result in the right to claim for damages.

12. Applicable Law:
12.1 Our offers are made subject to confirmation. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us.

13. Liability:
13.1 In the event of justified and rightfully raised defect claims, we shall be entitled to either replace the repair or the goods or services. We shall always be granted reasonable opportunity to perform the repair or offer a replacement. If our repair or replacement fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price respectively.

14. Rights of Purchaser in Case of Defects:
14.1 Purchaser shall have no right to remedies for a defect in our goods or services if the contractually agreed characteristics of the goods and services are only unsubstantially impaired. In the event of justified and rightfully raised defect claims, purchaser may, with the goods or services not having been unreasonably impaired, to either replace or repair the goods or services. We shall always be granted reasonable opportunity to perform the repair or offer a replacement. If our repair or replacement fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price respectively.

15. Liability:
15.1 In the event of justified and rightfully raised defect claims, we shall be entitled to incur reimbursement of its actual out-of-pocket expenses necessary for the purpose of repair and replacement provided that such expenses were actually incurred by purchaser. For the reimbursement was given in writing, we shall apply to claims for damages and refund under this Section 14.2.

15.5 Claims by purchaser against us to particular goods may only be made to the extent purchaser has not agreed with its customers on provisions exceeding the statutory rights in cases of defects.

15.7 Any information about properties, durability and other data obtained from the import, transport, or service operations are additionally regarded as a rescission with our prior consent made in writing.

16. Time Limits: Purchaser’s right to claim for warranty, damages or expenses shall expire except for defect claims in relation to goods that were used appropriately in connection with the expected or foreseeable purposes. The time limit shall expire 4 years. The above time limits shall not apply if we have acted intentionally or in cases of damage to life, body, or health. The mandatory liability under the Consumer Act of the Philippines (Republic Act No. 7394) or in other cases of mandatory liability.

17. Compliance with Statutory Regulations, Export and Customs Regulations:
17.1 Unless otherwise agreed in written form, purchaser shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, use, distribution, and export of the goods.

18.1 In particular, but not limited to, the purchaser shall not use, sell or otherwise dispose of any of the goods for the development or production of biological, chemical or nuclear weapons; for the unlawful manufacture of drugs; in violation of embargoes; in violation of any legal registration or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations. The purchaser shall indemnify us and, hold us harmless from, any claims, damages, costs, expenses, liabilities, loss, claims or proceedings whatsoever arising out of, or in connection with, any breach by purchaser of its obligations set forth above.

18.2 Where a statutory or regulatory approval applies to the export of goods, the obligation at the time of delivery of the goods to purchaser is: if such obligations are not undisputed or have not been healed by final trial of a court of competent jurisdiction.

18.3 If the purchaser is a domestic corporation of the Philippines, the contract and the legal relationship with purchaser shall be governed by the substantive laws of the Federal Republic of Germany and the UN Convention on Contracts for the International Sale of Goods shall not apply.

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18.5 If the purchaser is a foreign corporation doing business in the Philippines, we shall also have the option to institute legal proceeding at purchaser’s place of incorporation or the Federal Republic of Germany or the Philippines.

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18.7 If the purchaser is a foreign corporation doing business in the Philippines, we shall also have the option to institute legal proceeding at purchaser’s place of incorporation or the Federal Republic of Germany or the Philippines.

18.8 If the purchaser is a foreign corporation doing business in the Philippines, the contract and the legal relationship with purchaser shall be governed by the substantive laws of the Federal Republic of Germany and the UN Convention on Contracts for the International Sale of Goods shall not apply.

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18.21 If the purchaser is a foreign corporation doing business in the Philippines, the contract and the legal relationship with purchaser shall be governed by the substantive laws of the Federal Republic of Germany and the UN Convention on Contracts for the International Sale of Goods shall not apply.

18.22 If the purchaser is a foreign corporation doing business in the Philippines, the contract and the legal relationship with purchaser shall be governed by the substantive laws of the Federal Republic of Germany and the UN Convention on Contracts for the International Sale of Goods shall not apply.