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 vary therefrom, including any general conditions of purchaser, shall only be confirmed if they have been confirmed by us in written form. Our delivery of goods, performance of services or acceptance of payments does not constitute acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law.

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 email, facsimile, computer-generated letters and telegrams), and (b) “in writing” means in written form. Any amendments or agreements to these Conditions of Sale including this Section 3.1, and any termination or modification is subject to be made in written form.
   3.2 Other statements and notices shall be made in writing.

4. Prices: Unless otherwise agreed in writing, our prices are quoted ex works and do not include the packaging costs. Value added tax shall be payable additionally at the statutory rate in effect on 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.
   5.2 Payment is permitted only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction.

6. Place of Performance, 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 carriers.

7. Partial Delivery and Performance: Partial delivery and performance shall be to a reasonable extent permitted.

8. Delivery Schedules, Delay:
   8.1 We shall comply with the 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 (i) 1 month.
   8.2 If delivery or performance does not take place by the end of the additional delivery or performance period and if purchaser for this reason intends to rescind the contract or cancel the goods, damages instead of (Schadensersatz statt der Leistung), purchaser shall first grant us in writing a further reasonable period for delivery or performance. Purchaser shall, upon our request, notify us in writing within a reasonable time period, whereby the reasonable time extends, as a result of the delay, to rescind and/or claim damages instead of delivery (Schadensersatz statt der Leistung), or insists on delivery/performance.

9. Insurance: We are authorized to obtain appropriate transport insurance on behalf and at the expense of purchaser in an amount at least equal to the invoiced value of the goods.

10. Retention of Title:
   10.1 The goods shall remain our property until all our claims against purchaser have been satisfied.
   10.2 If the goods have been processed by purchaser, our retention of title shall extend to the new products. If the goods have been processed, combined or mixed by purchaser with goods of other owners, we acquire joint title pro rata to that part of the new products representing the invoiced value of our goods in relation to the total value of the new products which have been processed, combined or mixed.
   10.3 In the event our goods are combined or mixed with goods of purchaser or of any third party, purchaser hereby assigns to us its rights with regard to the new products. If purchaser combines or mixes our goods with a third party for payment, purchaser hereby assigns to us its right to payment from such third party.
   10.4 Purchaser may, in the ordinary course of its business, resell any goods which it has purchased under our retention of title. If purchaser resells or processes or mixes the goods with the goods of a third party for payment, purchaser hereby assigns to us all its claims arising from such sale/resale and its rights arising from the said retention of title arrangement. Upon our request, purchaser shall inform us of the sale/resale or the processing of the goods. If purchaser fails to do so, purchaser shall undertake to have us informed of the sale/resale or the processing of the goods. If purchaser fails to inform us of the sale/resale or of the processing of the goods, we shall be entitled, despite the retention of title, to assert our claim or obtain the proceeds of sale of the goods and to dispose of them as if title had been transferred to us and may, in addition, exercise our claims of the delivered goods or services, we reserve the right, solely at our discretion, to either replace or repair the goods or services. We shall always be granted reasonable time to provide such replacement or repair. If our repair or replacement fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price respectively or rescind.

11. Force Majeure:
   11.1 If any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS) or German Commercial Terms (GÖRSCH) or (Schadensersatz statt der Leistung), purchaser shall first grant us in writing a further reasonable period for delivery or performance. If our repair or replacement fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price respectively or rescind.

12. Furthermore, purchaser may claim pursuant to statutory law damages and refund of its actual out-of-pocket expenses necessary for the purpose of repair or replacement. For the avoidance of doubt, Section 15 shall apply to claims for damages and refund under this Section 14.2.

13. Claims by purchaser against us pursuant to statutory law can only be made to the extent purchaser has not agreed with its customers on provisions exceeding the statutory rights in cases of defects.

14.4.4 Notwithstanding Section 14.3, recovery claims by purchaser against us according to § 445a of the Civil Code (BGB) are hereby excluded.

15. Liability:
   15.1 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 (große Fahrlässigkeit) on our part, the part of our legal representatives, employees or persons employed to perform our obligations, or (ii) in the event of breach of our contractual obligations or (i) in the event purchase of the contract and contract relieves, and is entitled to rely, on the fulfillment of such obligations (essential obligations). In the event of slight negligence (einfache Fahrlässigkeit) or breaches of essential obligations, damages shall be limited to the foreseeable damage typical for a contract of this nature up to €100,000 or twice the invoiced value of the goods or services in question if this value exceeds €100,000.

   15.2 The aforementioned exclusion or limitation of liability shall not apply in cases of damage to life, body, or health, or mandatory liability under the Product Liability Act (ProdHaftG) or in other cases of mandatory liability.

   15.3 Limitation of Liability: Purchaser’s right to claim for warranty, damages or expenses shall expire 1 year from the commencement of the time limit stipulated by law, except for defect claims in relation to goods that were used appropriately in construction and have caused the building to be defective where the time limit shall be 4 years. The above time limits shall not apply if we have acted intentionally or in cases of damage to life, body or health, mandatory liability under the Product Liability Act (ProdHaftG) or in other cases of mandatory liability.

16. Time Limits: If the goods have been subject to customs preferences due to their preferential origin, we reserve the right to automatically generate and issue all declarations regarding the preferential origin of the goods (supplier’s declaration, origin declaration) without additional confirmation. If the declaration of preferential origin will be issued to the purchaser in accordance with our obligations set forth above.

17. Compliance with Statutory Regulations, Export and Customs Regulations, Indemnification, Rescission:
   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 goods.

   17.2 Where a statutory or regulatory approval requirement applies to the export of our goods/services at the time of delivery/performance and such export approval is not granted by us, we shall be entitled to rescind the contract as a whole. In delays obtaining such approvals by responsible authorities will not result in the right to claim for damages.

   17.3 We are also entitled to rescind in the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and registration of the time of delivery/performance has not been applied for or granted.

   17.4 If the purchased goods are subject to customs preferences due to their preferential origin, we reserve the right to automatically generate and issue all declarations regarding the preferential origin of the goods (supplier’s declaration, origin declaration) without additional confirmation. If the declaration of preferential origin will be issued to the purchaser in accordance with our obligations set forth above.

18. Application of Law: The contract and the legal relationship with purchaser shall be governed by the substantive laws of the Federal Republic of Germany and shall be interpreted and apply in accordance with the UN Convention on Contracts for the International Sale of Goods.

19. Place of Jurisdiction: If purchaser is a merchant, the exclusive place of jurisdiction shall be our commercial domicile. If we institute legal proceedings, the place of jurisdiction shall be our commercial domicile (allgemeiner Gerichtsstand).

20. Trade Terms: If any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS), they shall be interpreted and apply in accordance with INCOTERMS.

21. Severability: Should any of these Conditions of Sale be declared wholly or partly invalid, this shall have no effect on the validity of the remaining terms.

General Conditions of Sale and Delivery (“Conditions of Sale”)
Status: 01/2020