1. Scope of Validity: Our deliveries and services are exclusively subject to these Conditions of Sale. Terms that vary from these General Conditions of Sale, including any general conditions of Purchaser, or those specified by law, shall only be valid if explicitly agreed in writing and confirmed by us in writing. Our delivery of goods, performance of services or acceptance of payments does not constitute a recognition on our part of conditions that vary from these general terms and conditions.

2. Quotations, Contracts: Our offers are made subject to confirmation. A contract is only formed when we give written order confirmation or when orders and services are confirmed by us.

3. Writing Clause:
   3.1 Amendments, supplements or the cancellation of a contract or these Conditions of Sale, including this clause 3.1, must be made in writing and agreed by both parties.
   3.2 Any statement and notifications issued by Purchaser after conclusion of the contract are only effective if they are made in writing.

4. Prices: Unless otherwise agreed, our prices are quoted ex works and do not include the cost of transport or insurance on behalf and at the expense of the Purchaser. If the Purchaser has claimed special packaging, the costs of packaging shall be payable separately in accordance with the statutory amount in effect on the invoice date.

5. Payment, Set-off:
   5.1 Unless agreed otherwise, payment to us by Purchaser has to be effected 5 days after delivery of the goods. Set-off is only permitted with claims that are undisputed or have been upheld by the final decision of a court of competent jurisdiction.
   5.2 Set-off by Purchaser is permitted only with claims that are undisputed or have been upheld by the final decision of a court of competent jurisdiction.


7. Shipping and Transport:
   7.1 The place of performance of delivery or service shall be our place of supply or storage.
   7.2 If shipment of the goods has been agreed upon, we shall ship the goods at Purchaser’s risk. Furthermore, we shall specify the manner of shipment, shipment route and carrier.

8. Transport Insurance: We are to authorize appropriate transport insurance on behalf and at the expense of the Purchaser in an amount at least equal to the invoiced value of the goods.

9. Transport Insurance:
   9.1 If we fail to comply with agreed to delivery or performance schedules or other contractual obligations, Purchaser shall have to establish an additional delivery period of reasonable length. Such additional delivery period shall be at least three (3) weeks.
   9.2 If delivery or performance does not occur by the end of the additional delivery period and if Purchaser for this reason intends to exercise its option of withdrawal from the contract or claim damages instead of delivery, Purchaser shall notify us of this expressly by requesting delivery and establishing a further reasonable additional delivery period of sufficient length. Purchaser shall upon our request within a reasonable time period declare, whether Purchaser – because of the delay in delivery / performance – withdraws from the contract and / or claims demands on the basis of a claim for damages. If Purchaser insists on delivery / performance within the further additional delivery period, our contractual obligations remain.

10. Retention of Title:
   10.1 The goods sold shall remain our property until all claims arising out of our business relationship with Purchaser have been satisfied. If the goods have been processed, combined or mixed with goods of Purchaser, the newly created goods shall in terms of ownership be ours. If the processed or finished goods of a third party are utilized in compensation, we reserve the right to share in the ownership of the respective goods with Purchaser or to claim corresponding security interests. Our claim to the ownership of the goods sold shall not be affected by the fact that we have not yet established possession of the goods sold.
   10.2 If the goods have been processed, combined or mixed by Purchaser with other goods which have been processed, combined or mixed, our retention of title shall extend to the new finished product.
   10.3 If the goods have been processed, combined or mixed with goods of Purchaser with the purpose to create, or to combine or mix, such products with other products, the value of the new product or the part made up of the goods sold for which we are entitled to retention of title shall be determined by the value of the goods sold or by the agreed remuneration for the processed or finished product, in the event of the latter being higher.

11. Force Majeure: Conditions of Force Majeure shall relieve us from our delivery and performance obligation. The same rights shall apply with respect to claims against our suppliers in our supplies of energy or raw materials or if there are disruptions, governmental decrees, breakdowns of transport or of our operations or if our suppliers fail, due to force majeure events, or for the foreseeable reasons of our business operations or failure of the payments to us.

12. Product Information: Notwithstanding anything to the contrary in this clause, any information about products, durability and other data shall represent guidelines only if the products are manufactured or processed properly and not used contrary to our instructions by us.

13. Complaints: All Purchaser complaints, particularly those regarding the quality or quantity of the goods, shall be notified to us in writing without delay, but not later than ten (10) days from delivery of the goods or in the case of hidden defects, within ten (10) days from the date such defect(s) is discovered or should have been discovered given reasonable investigation. If Purchaser does not advise us of complaints or notify defects in due time, we, as a rule, shall not be liable for such complaints, or we may observe the damage to third parties, the Purchaser hereby assigns to us all its claims arising from such resale to any third party as long as Purchaser properly satisfies its liabilities to us.

14. Rights of Purchaser in Case of Defects:
   14.1 Purchaser cannot derive rights from a defect in the goods and services if only negligible impairment of the value or the usage of our goods and services exists. In the case of hidden defects or claims arising from the quality of the delivered goods or services, we reserve the right, solely at our discretion, to either repair or replace the contract goods and to this purpose, we always are to be given the opportunity within reasonable time. If our repair or replacement fails to remedy the defects, Purchaser shall be entitled to either adjust the purchase price or withdraw from the contract.
   14.2 Further Purchaser may claim damages pursuant to statutory requirements and refunds of its actual out-of-pocket expenses necessary for the recovery of the goods or services as long as Purchaser agrees to provisions surpassing the legal rights in case of defects. Where such claims are for refund of expenses, Section 14.2 applies accordingly.

15. Limitation of Liability:
   15.1 We, our legal representatives, employees and personnel employed in performing our obligations can only be held liable for damages and recourse demands or damages in cases of the following types of damages:
   15.2 The aforementioned limitation of liability or of damages shall apply to all our liability under these Conditions of Sale, but shall not apply in cases such damage to life, body or health or damage to private property under the product liability law (ProdHaftG) or in other cases of mandatory liability.

16. Statute of Limitations, Rescission:
   16.1 In case of defects, any statutory limitation periods for the rescission or withdrawal from the contract of Purchaser shall not run during the execution period. In case the delivery or service is of an intended use of the goods or is agreed between the parties. For the rescission and such export approval is not granted upon request, we shall be entitled to institute legal proceedings against Purchaser, we have the option to also institute legal proceedings at the Purchaser’s place of jurisdiction.

18. Place of Jurisdiction: If Purchaser is a merchant, the place of jurisdiction shall be our commercial domicile. If we institute legal proceedings against Purchaser, we have the option to also institute legal proceedings at the Purchaser’s place of jurisdiction.

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

Important: These General Conditions of Sale and Delivery (Conditions of Sale) are a translation of the German conditions (Allgemeine Verkaufs- und Lieferbedingungen). This translation is for the information and benefit of our customers agreed to provisions surpassing the legal rights in case of defects. We reserve the right to make modifications and upgrades to it, but assume no liability in respect of it other than as agreed in the terms of an individual contract. The customer has the obligation to verify the suitability of our products and processes (or any applications and processes of third parties) for the use or application intended by Purchaser.

Please note: We store and process business-related personal data.