

General Terms and Conditions of Business, Sale, Supply and Payment
of Chemische Fabrik Dr. Weigert GmbH & Co. KG · Mühlenhagen 85 · D-20539 Hamburg
- Version of: 14.08.2013 –

1. General provisions, scope

1.1. All deliveries, services and offers shall be provided exclusively on the basis of these General Terms and Conditions of Business, Sale, Supply and Payment (hereinafter referred to as "Terms and Conditions of Sale"). They shall be an integral part of all contracts which the seller (hereinafter referred to as "we") concludes with its contract partners regarding the deliveries or services offered by it. They shall also apply to all future deliveries, services or offers to our contract partners, even where they have not been separately agreed again.

1.2. The Terms and Conditions of Sale shall apply exclusively; we shall not accept any conflicting provisions or provisions of the contract partner which diverge from these Terms and Conditions of Sale, unless we have expressly consented to their applicability in writing. Our Terms and Conditions of Sale shall apply even where, in knowledge of conflicting provisions or provisions of the contract partner which diverge from our Terms and Conditions of Sale, we supply the contract partner without reservation. Even where we refer to a communication which contains the General Terms and Conditions of the contract partner or a third party or refers to such General Terms and Conditions, such reference shall not constitute consent to the applicability of those General Terms and Conditions.

2. Contract conclusion

2.1. Our offers are non-binding unless expressly specified as binding. Orders are accepted only upon our written confirmation or upon execution. Our invoice shall in all cases be deemed written order confirmation.

2.2. All arrangements made between us and the contract partner to implement this agreement are recorded in writing between the parties.

3. Prices

3.1. Unless otherwise agreed, our prices shall apply ex distribution centre (ex works, ICC Incoterms 2010), exclusive of statutory VAT. VAT shall be listed as a separate item on the invoice according to the statutory rate on the day of invoicing.

3.2. Our list prices applicable on the day of contract conclusion shall apply to the orders of our contract partners. The prices apply to the extent of services and supply specified in the order confirmation and/or the order. Additional or special services shall be charged separately.

3.3. In the case of contracts with an agreed delivery term of over three months we reserve the right to increase prices in accordance with any incurred increase in costs, in particular due to collective bargaining agreements or increases in material costs. We shall provide evidence for the cost increase to the contract partner upon request. Where the increase amounts to more than 5% of the agreed price the contract partner shall have the right to rescind the contract (right of termination or withdrawal).

4. Delivery, delivery terms

4.1. Delivery shall be ex distribution centre (ex works, ICC Incoterms 2010).

4.2. Delivery dates and time periods shall only be binding on us if we have confirmed them in writing. The time period within which delivery is to take place shall commence on the day of order confirmation but not before all documentation and/or information necessary for the execution of the order has been received. The delivery period shall be deemed met if the goods have left our distribution centre by the last day of the delivery period or notice of readiness to dispatch has been given in accordance with Section 5.

4.3. In the event of force majeure and other unforeseeable and extraordinary circumstances without culpability on our part (e.g. war, blockage, fire, natural disasters, riots, industrial action, lock-out, disruptions in operations, transport, material procurement or energy supply, and official interference) we shall be entitled, provided the event in question prevents us from (timely) fulfilment of our obligations, to extent the delivery period to an appropriate extent or, if delivery appears impossible or rendered significantly more difficult to us and the obstruction is not merely of a temporary nature, to withdraw from the contract in whole or in part. This shall also apply where our suppliers are affected by the above-mentioned circumstances. Wherever possible we shall inform the contract partner about the above circumstances.

4.4. Where binding delivery dates or delivery periods are exceeded (including in the cases mentioned in the above paragraph), the contract partner shall – with the exception of transactions where time is of the essence – only be entitled to withdraw from the contract after the expiry

of an appropriate period of grace set by the contract partner. Any further claims in the event of force majeure and any other unforeseeable and extraordinary circumstances without culpability on our part shall be excluded.

4.5. We shall be entitled to supply partial deliveries; in the event of a partial delivery the contract partner may only withdraw from the entire contract and/or claim damages in place of full performance in accordance with Section 11 if the partial contract performance is of no interest to him.

5. Notice of dispatch

5.1. Where the goods are ready for dispatch but dispatch or acceptance are delayed for reasons for which the contract partner is responsible, the risk and the obligation to bear the costs of storage of the goods shall transfer to the contract partner upon notice of readiness to dispatch.

5.2. Upon express written request by the contract partner, we shall take out insurance against common transport risks at the contract partner's cost.

6. Payment

6.1. Unless otherwise agreed, our invoices are payable immediately without discount within eight days of receipt.

6.2. We expressly reserve the right to accept cheques and bills of exchange at our discretion. They shall only be accepted for payment, pending full discharge of the debt, and without guarantee for timely presentation and making protest. Deductions and bill of exchange costs shall be for the account of the contract partner and shall be due for payment immediately.

6.3. Where the contract partner fails to pay by the due date the outstanding amounts shall be subject to payment of interest at 5% p.a. as of the due date, and further at 8% above the current basic interest rate (Sections 288 (2), 247 of the German Civil Code (BGB)) as of the date on which default occurs. The assertion of claims for damages incurred in excess of this amount shall be unaffected.

6.4. Should the contract partner become subject to a substantial deterioration of assets, or should we learn about adverse financial circumstances, or should the contract partner repeatedly fail to comply with agreed payment terms we shall – without prejudice to any further claims for damages – be entitled to withdraw from the contract unless the contract partner provides advance payment of the purchase price or security for the purchase price within a reasonable time period set by us.

7. Retention of title and assignment of future claims

7.1. Until all current and future claims against the contract partner from the commercial relationship between us have been settled, including a claim for payment of the account balance from a current account relationship, we shall retain ownership of the supplied goods (reserved goods). The contract partner shall store the reserved goods on our behalf, free of charge and under application of due commercial care, and shall insure the goods against damage at his cost. In the event of a breach of contract by the contract partner, in particular in the case of failure to pay, we shall be entitled to reclaim the object of purchase following expiry of a reasonable time period set by us. Reclaiming the reserved goods shall be deemed withdrawal from the contract. Pledging of the reserved goods shall also be deemed withdrawal from the contract.

7.2. The contract partner shall only be entitled to sell the supplied goods or the goods resulting from processing in the ordinary course of business and subject to a retention of title agreement and only if there is no current delay in payments. Pledging and assigning as security shall not be permitted. The contract partner, by way of security, herewith assigns to us all claims, including ancillary rights and including all claims for payment of the account balance from current account relationships, which arise for him from the sale or other use of the reserved goods. We herewith accept the assignment. In the event of a sale or other use of goods subject to rights of third parties, only the respective partial amount equivalent to the gross invoice amount for the goods supplied by us shall be assigned to us. The assigned claims serve to secure all claims pursuant to Sections 7.1. and 7.2.

7.3. The contract partner shall be authorised to collect the assigned sums receivable. In the event of delay in payment, suspension of payments, application to open or opening of insolvency proceedings or any other deterioration of assets of the contract partner, and in the event of non-compliance by the contract partner with duties relating to the property, we may revoke the authority to collect and request that the contract partner disclose to us the assigned sum receivable and the associated debtor, make all statements necessary for collection, provide

the related documentation and notify the debtor of the assignment.

7.4. The contract partner shall immediately inform us of any access by third parties to the reserved goods or to the claims assigned to us and to notify the accessing third parties immediately of our title and/or our ownership of the claim. The contract partner shall compensate us for the costs incurred in the prevention of interference by third parties if the third party is unable to do so.

7.5. We undertake to release, at the contract partner's request, any securities which the contract partner has provided to us in accordance with this agreement, provided that they are no longer necessary on a long-term basis for securing our claims, in particular where the realisable value of the securities granted to us exceeds the value of the unsettled claims to be secured by over 10% long-term. However, we shall be entitled to select the securities to be released.

8. Set-off/right of retention

8.1. Only undisputed claims or claims finally established by a court of law may be offset by the contract partner.

8.2. The contract partner shall only be entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

9. Notice of defects

The contract partner shall inspect the goods immediately after receipt. Discernible defects must be notified within seven working days of receipt of the goods. Hidden defects must be notified within the same time period from detection of the defect; however, where the defect was discernible to the contract partner at an earlier time in the course of normal use this earlier time shall be deemed the start of the notification period. Where these terms are not complied with, all warranty claims shall be excluded. The relevant date shall be the date of receipt of the notice of defect by us.

10. Warranty claims

10.1. The limitation period for warranty claims shall be 12 months, starting upon delivery.

10.2. Where the object of purchase is subject to a defect, the contract partner shall be entitled to request, at his discretion, subsequent performance in the form of defect rectification, or supply of a new object free from defects.

10.3. Where subsequent performance fails, the contract partner shall be entitled to exercise his statutory warranty claims.

10.4. Where a defect is due to fault on our part, the contract partner may request damages under the conditions specified in Section 11.

11. Liability for damages

11.1. We shall be liable according to the statutory provisions if the contract partner asserts claims for damages which are based on intent or gross negligence or the breach of a material contractual obligation. Material contractual obligations shall be obligations the breach of which jeopardises the purpose of the contract. Unless we are guilty of an intentional breach of contract, liability for damages shall be limited to foreseeable, typically occurring damage. Moreover, indirect damage and consequential damage which results from defects in the supplied goods shall only be compensated if such damage may typically be expected in using the supplied goods in accordance with their purpose.

11.2. Claims for damages by the contract partner which are based on slight negligence on our part may not be asserted after 12 months from delivery. This shall not apply to claims for damages related to personal injury or death. Section 10.1. shall apply in all other respects.

11.3. The limitations of this Section 11 shall not apply to our liability due to culpably causing personal injury or death. This shall also apply to mandatory liability in accordance with the German Product Liability Act (*Produkthaftungsgesetz*). Liability for lack of a guaranteed quality of goods shall also be unaffected.

11.4. Where our liability for damages is excluded or limited this shall also apply to the personal liability for damages of our bodies, statutory representatives, employees and other vicarious agents.

11.5. Unless otherwise stipulated above, any liability is excluded.

12. Assignment of rights and obligations

The contract partner may only partially or wholly assign or transfer to third parties rights and obligations from the commercial relationship with us, in particular from contracts with us, with our prior written consent.

13. Miscellaneous provisions

13.1. The place of jurisdiction shall be our registered office; however, we shall be entitled to commence legal action against the contract partner at the competent court of his home address/registered office.

13.2. The law of the Federal Republic of Germany shall apply; applicability of the UN law on the sale of goods shall be excluded.

13.3. Should one of these provisions be or become invalid this shall not affect the validity of the remaining provisions.

13.4. Where there are gaps in the provisions of these General Terms

and Conditions, the legally valid provisions, which we and the contract partner would have agreed in accordance with the economic aims and the purpose of these General Terms and Conditions if we had known of the gap, shall be deemed agreed for the purpose of filling the gaps.