

Dr. Straetmans Chemische Produkte GmbH

General terms and conditions

1) Introduction

Unless expressly agreed otherwise, all deliveries, services and offers by Dr. Straetmans Chemische Produkte GmbH take place on the basis of these terms and conditions of sale. Our terms and conditions of sale also apply to all future transactions with our trading partners (entrepreneurs) even if said future transactions do not explicitly refer to said terms and conditions of sale. Our trading partners are hereby notified that we provide our services and enter into business exclusively on the basis of these terms and conditions of sale.

We hereby expressly exclude the purchaser's terms and conditions of purchase. Any such terms and conditions of purchase are not binding on us even if we have not expressly excluded them.

Any subsequent adjustments to our general terms and conditions of sale shall apply to our future business relationships with our trading partners (entrepreneurs) provided [said trading partners] do not expressly object to said adjustments within four weeks of receipt [of notification thereof].

2) Prices

Our offers are subject to change without notice. Delivery details such as volumes, stocks and deadlines are only binding if expressly stated in the order confirmation. Under no circumstances is information given by telephone binding. The prices stated in the order confirmation shall apply.

Unless otherwise agreed, the prices are ex works and exclude such overheads as shipment, duty and packaging.

3) Quality and condition

Unless expressly agreed otherwise, the quality and condition of the merchandise we supply (including any samples or specimens) are determined exclusively by our product specification.

Specified uses for the merchandise pursuant to the REACH EU chemicals regulation should be understood as constituting neither the agreement of corresponding contractual quality nor contractually prescribed uses.

4) Delivery

Delivery shall be made in accordance with the agreed delivery dates. Any delays that are beyond Dr. Straetmans Chemische Produkte GmbH's control, such as instances of *force majeure*, strike, civil unrest, regulatory or police action, shall not be deemed to constitute delay in performance on Dr. Straetmans Chemische Produkte GmbH's part.

Consignments must be checked for damage in transit immediately on arrival, and any complaint concerning such damage must be made to the forwarder or applicable transport service provider prior to acceptance [of the delivery]. However, if after acceptance the merchandise is found to have suffered outwardly undetectable damage in transit, the forwarder or applicable transport service provider must be notified of said damage within 24 hours, and an accident report must be requested. In the event of any such damage in transit, replacement deliveries free of charge can only be made if the forwarder's confirmed accident report is submitted to us.

The purchaser undertakes to immediately inspect delivered merchandise for damage and to prepare a corresponding inspection report, and in the event of any alleged damage to take samples and notify Dr. Straetmans Chemische Produkte GmbH thereof without delay, and at the latest within two days. If the purchaser fails to meet this duty to give notice of defects within the required period, they shall forfeit their associated warranty rights.

Delivery is subject to the version of the Incoterms prevailing at the time of delivery. Unless expressly agreed otherwise, the merchandise will be delivered to the contractually agreed place of delivery, and the risk of accidental loss or destruction shall transfer to the purchaser once the merchandise has been made available for delivery.

5) Terms and conditions of payment

Unless expressly agreed otherwise, our invoices become due for payment in full 30 days after delivery. Cash discounts may only be deducted if they were expressly agreed.

If a transaction entered into between the purchaser and us constitutes a reciprocal trading transaction, the purchaser undertakes to pay late payment interest once the due date for payment has passed, without the need for any express warning in this respect.

Payments are only deemed to have been made on time if they are credited in full to the recipient's account by the due date for payment.

Once the due date has passed, we shall be entitled to charge late payment interest at a rate 8% higher than the base rate.

If the purchaser does not pay the purchase price or is late in doing so, Dr. Straetmans Chemische Produkte GmbH shall be entitled to claim a contractual penalty of 50% of the agreed purchase price as lump sum compensation for the loss or damage arising from non-payment or late payment. Furthermore, we reserve the right to assert further claims to damages should they exceed the amount of the contractual penalty.

6) Retention of title

We shall retain title to the merchandise until payment in full of all our outstanding claims arising from the business relationship. If open account arrangements have been made, the retention of title shall serve as security for the balance due to us, but the purchaser shall remain entitled to dispose of the purchased merchandise in the normal course of their business activities.

As security for our claims, the purchaser hereby assigns to us all claims against third parties arising from the resale of the merchandise. Until cancellation or the discontinuation of their payments to us, the purchaser is entitled to collect these claims against third parties on our behalf. However, the purchaser is not entitled to make any other arrangements in this respect, such as collateral assignment or pledging.

The retention of title clause is subject to the resolute condition that, on complete fulfilment of the entire open claim, ownership of the merchandise to which title was retained transfers to the purchaser. If the value of the security exceeds that of our claim by more than 10%, on the purchaser's request we shall release the security of our choice to a corresponding value.

7) Warranty

In the event of defective, late or otherwise imperfect delivery, Dr. Straetmans Chemische Produkte GmbH is entitled to make a replacement delivery, and the purchaser must grant us a reasonable period for this purpose.

The purchaser shall not have any further right to reduction in price, cancellation or damages until the fruitless expiry of the additional period they have granted. Furthermore, the purchaser shall only be entitled to cancel the contract if, after the fruitless expiry of the first additional period, they grant Dr. Straetmans Chemische Produkte GmbH a further additional period and Dr. Straetmans Chemische Produkte GmbH was prevented from complying with the first additional period for reasons beyond our control.

8) Seller's rights

Once the merchandise has been made available for collection, if the purchaser fails to take receipt of it within the agreed period, we shall be entitled to sell the uncollected merchandise and shall only be obliged to take the proceeds of said sale into account when calculating the damages to which we are entitled if said sale was possible in the normal course of business and without incurring any special expense.

9) Limitation on liability

Unless expressly laid down here, we disclaim any right on the purchaser's part to claim damages on grounds of contractual or non-contractual liability.

Dr. Straetmans Chemische Produkte GmbH is not liable for damages in the event of defective delivery, late delivery or complete failure to deliver to the purchaser, provided said deficiency is due to a deficiency in deliveries to Dr. Straetmans Chemische Produkte GmbH by third parties on grounds for which we are not culpable. In this event, Dr. Straetmans Chemische Produkte GmbH and the purchaser shall be entitled to cancel the contract, though for the purchaser only in compliance with the provisions regarding additional periods laid down in Clause 6.

In other respects, Dr. Straetmans Chemische Produkte GmbH is only liable if we act with malice or in grossly negligent fashion. In the event of minor negligence, we shall only be liable in the event of the breach of material contractual conditions, and our liability is then limited to the extent of the foreseeable loss or damage. Said extent will be set as the total agreed purchase price. However, the purchaser reserves the right to demonstrate the existence of greater foreseeable loss or damage.

10) Place of performance and applicable law

The place of performance with respect to payments is the registered office of Dr. Straetmans Chemische Produkte GmbH.

All contractual relationships are governed by German law. In the event of any disputes with business people or with persons who have no general place of jurisdiction in Germany, the parties hereby agree to designate Hamburg as the place of jurisdiction.

However, Dr. Straetmans Chemische Produkte GmbH is also entitled to take legal action against the purchaser at the purchaser's general place of jurisdiction.

International UN sales law (CISG) does not apply.

11) Concluding clause

The inoperability of any individual provision contained in these terms and conditions or in any contract entered into with the purchaser shall not affect the validity of the other provisions hereof/thereof. Rather, any such inoperable provision shall be replaced with a provision that matches the intended commercial purpose (of the inoperable provision) as closely as possible. Both contracting parties undertake to make any declarations necessary to this end.

Dr. Straetmans Chemische Produkte GmbH