



I. Scope

1.1. These standard terms and conditions governing purchases and sales apply exclusively unless they have been modified by explicitly different terms and conditions quoted in our confirmations of sale. Unless some other different arrangements have been agreed, the current version of INCOTERMS will apply.

These agreements will apply even when deliveries have been accepted by us or by our purchasers without reservation whilst aware of conflicting terms and conditions.

1.2. No agreement between us and our customers and suppliers to the contrary will be legally valid unless the parties have reached such agreement in writing explicitly. Any further additional terms and conditions or contractual clauses introduced by our suppliers/ customers will be regarded as rejected unless we have approved in writing these additional provisions.

1.3. These terms and conditions will form the basis of all future single contracts between us and our suppliers/customers - and all General Contractual Terms and Conditions with contrary wording are automatically excluded.

1.4. These General Terms and Conditions of Business apply only to contracts with business people.

II. General Terms and Conditions of Sale

1. Quotes

1.1. Our quotes are subject to change and are without obligation. A sale contract is not finally concluded until we have confirmed it in writing.

1.2. Details of measurements and weights, volumes, prices and other descriptions and other data, such as are contained in catalogues, circulars, advertisements or price lists are not binding on us unless they have been explicitly included in a written contract.

1.3. This data communicated to the customer before contract conclusion remains our exclusive property and must not be disclosed to third parties.

2. Purchase Price

2.1. All prices are quoted net of VAT at the current rate.

2.2. The basis for calculating the purchase price is the volumes, weights and measures noted at the place of despatch.

2.3. All prices quoted by us are 'ex works' as specified in INCOTERMS.

3. Payment Conditions

3.1. The purchase price is payable net in cash when due. The purchase price is not regarded as having been paid until it is credited to our accounts as a cleared payment.



3.2. The due date will be agreed for each contract between the parties. Payment periods begin on the date of invoice. Unless an agreement has been reached for a particular case, payment is generally due within 14 days after date of delivery and receipt of the invoice.

3.3. We have the right to offset and withhold payments to the extent allowed by law.

4. Delivery and Transfer of Risk

4.1. Our obligation to effect delivery is subject to ourselves having received supplies correctly and on time.

4.2. We are entitled to make part deliveries where this is not detrimental to the interests of the customer.

4.3. If the delivery time has been defined as 'prompt', this means that the delivery period is 14 calendar days.

4.4. If our delivery is delayed, the customer shall set us a reasonable period of at least two weeks to make subsequent delivery.

4.5. Unless individual supply contracts state something to the contrary, the time at which risk transfers will be in conformity with the current version of INCOTERMS. Unless some individual agreement has been made to the contrary on this point, the risk will transfer to the customer as soon as the goods have been handed over to the transportation company or have been collected by the customer or at handover or - even if the customer delays to accept the goods - upon notification that the goods are available. This applies also if we are paying the transportation costs.

5. Prevention of Delivery

5.1. Cases of force majeure which either temporarily or permanently exempt our sub-suppliers from their obligations to make delivery, exempt us to the same extent from our obligations to make delivery. If our source of supply becomes unavailable, either wholly or completely, we are not obliged to make good the deficiency from other sub-suppliers.

6. Samples / Technical Advice

6.1. Samples supplied by us and our technical and chemical data serve only the purpose of a general description of the goods. They do not constitute an assurance of characteristics nor a warranty for the nature and shelf-life of the goods nor do they exempt the customer from examining each and every shipment and, where necessary, each individual and separate batch.

6.2. Any product-related advice that we give to the best of our knowledge is non-binding and does not exempt the customer from checking each and every shipment before processing as to its suitability for the intended purpose.



7. Notice of Defects / Warranty

7.1. The customer must examine the goods promptly after delivery and - no later than one week after delivery - give immediate notice of defects in writing about any defects, wrong deliveries or volume discrepancies. This obligation on the part of the purchaser applies to each and every instalment of part deliveries.

7.2. We can accept no liability for the suitability of the goods for a particular purpose unless we have explicitly agreed to accept such liability.

7.3. If the purchaser's notice of effect has been submitted in time and is justified, his claims are restricted to the right to subsequent fulfilment. If we fail to effect subsequent fulfilment, the customer may reduce the purchase price or at his discretion withdraw from the contract. The foregoing does not affect the right to claim damages.

7.5. Our warranty period is one year from delivery, unless statutory, non-statutory limitation periods grant a longer limitation period.

8. Liability / Damages

8.1. The customer is excluded from asserting contractual or non-contractual claims for damages for simple negligent breach of a contractual duty on our part. This does not apply if an obligation is breached which has essential significance for the satisfaction of the contractual purpose; however, our liability is limited to contractually typical, foreseeable losses and amounts to a maximum of twice the invoice value of the goods.

8.2. As regards indirect losses and losses that were unforeseeable at the time of contract conclusion, we shall only be liable if we are grossly at fault.

8.3. The above restrictions do not apply to losses arising from injury to life, limb or health. Mandatory statutory liability provisions are not affected by the above.

9. Retention of Title

9.1. Irrespective of delivery and the transfer of risk or other provisions in these delivery terms and conditions, we retain title to the delivered goods until payment in full of all our claims arising from the commercial relationship. This applies equally to payment of the current account balance to which we are entitled with respect to the customer irrespective of the legal grounds and covering incidental claims, claims for damages and claims arising from bills of exchange and cheques.

9.2. For as long as the goods are not paid for in full, the customer must hold the goods on our behalf in trust and keep them separate from his own property and that of third parties and store, secure and insure the goods subject to title retention properly and label them as our property.

9.3. If we take back goods on the strength of our retention of title, this does not constitute withdrawal from the contract and the customer is obliged to return the goods at his own expense. He is also liable for any reduction in value, our costs involved in the return and loss of profit. He will waive his claims to possession.

9.4. Until payment in full, the customer may use the goods in the normal course of his



business or sell them on but must keep any proceeds (including any insurance payments) for us and keep the monies separate from his own assets and those of third parties.

9.5. If the goods are mixed, linked or processed with other articles, the customer will assign to us as of now his right to title, joint title and possession of the newly formed entity and keep it for us unless we have already gained, have joint title to the new object, having regard to the value of the goods subject to title retention (cost price) in proportion to the value of the other goods at the time of mixing, linking or processing. The customer is prohibited from pledging or assigning as security any items to which we have title / joint title.

9.6. To cover circumstances where the customer disposes of our goods (when processed, mixed or combined) he will assign to us as of now any claims against his customers arising from this including where such claims contain payments for services rendered, with all incidental rights, in particular securities and the right to arrangement of a debt-securing mortgage (§ 648 German Civil Code [BGB]).

9.7. If third parties enforce attachments or other interventions, the customer must notify us promptly so that we can bring an action pursuant to § 771 Code of Civil Proceedings [ZPO]. If the customer fails to meet this obligation, he will be liable for any losses incurred.

9.8. We are entitled at any time to demand securities of our choice and an increase of their effectiveness to ensure that the customer's liabilities are met. We are authorised to take and realise the value of assets of the customer by way of security / pledge where such assets are subject to our actual control.

9.9. We undertake to release securities to which we are entitled upon demand by the customer to the extent that the realisable value exceeds that of our claims against the customer. We may choose which securities to release at our discretion.

9.10. If the purchaser is in payment arrears, we will be entitled to demand delivery of the goods subject to title retention without setting a subsequent period to perform and without withdrawing from the contract. Further, the purchaser must supply us with all necessary information and documentation at the first time of asking concerning the volume of goods subject to title retention and assigned liabilities and must also inform his customers promptly of the assignment of liabilities.

II. General Terms and Conditions of Purchase

1. Scope

1.1. The provisions under I. of these General Terms and Conditions of Business will apply. The provisions under II. apply where nothing explicitly to the contrary is set out below or agreed in individual contracts. Beyond that, the current version of INCOTERMS will apply.

2. Purchase Price / Payment

2.1. The price quoted in our order is binding and is on the basis of the 'delivered duty paid - DDP' agreement. The agreed purchase price includes delivery 'free domicile' including packaging and responsibility for transportation insurance by the supplier.



2.2. Unless an agreement has been reached to the contrary, payment will be made within 14 days after date of delivery and invoicing less 2% discount or within 30 days net.

3. Delivery / Transfer of Risk

3.1. Delivery must be effected promptly on the date set down in the contract or order. The supplier shall inform us in writing if there will be a delay in delivery.

3.2. Unless individual supply contracts state to the contrary, the time at which risk transfers will be in conformity with the current version of INCOTERMS. If no individual arrangement has been agreed in this respect the 'delivery duty paid - DDP' clause will apply in all cases.

4. Defect Warranty

4.1. The supplier will give an assurance that the goods supplied by him are free of defects and have the assured characteristics and conform to our requirements, which are an essential component of the contract. The supplier must in all circumstances be accountable for sub-supplies and services which he has procured even if he is not at fault. The above applies in particular to defects.

4.2. We are deemed to have submitted a formal complaint about defects in due time if it is made within 5 working days of goods reception or, in the case of concealed defects, from the time of discovery.

4.3. If the purchased goods are defective and the supplier is accountable, we are entitled, at our discretion, to demand correction of the defect or delivery of a replacement, for which the supplier will bear the costs. Any improvement work which does not succeed at the first attempt is deemed to have failed.

4.4. We expressly reserve the right to claim damages, particularly to damages in lieu of performance.

4.5. All replacement supplies or repairs also fall under the defect warranty set out in these General Terms and Conditions of Purchase.

4.6. The supplier gives an assurance that the performance of individual purchase contracts will not give rise to illegalities, particularly with regard to compliance with laws, regulations or other provisions of any official body.

In addition, the supplier gives an assurance that he has full title to all objects governed by the purchase contracts and that there are no conflicting rights of third parties (such as pledges, other creditor items arising from assignment of receivables or other credit securities, sale of receivables, lease-purchase agreement, conditional sale etc.).

4.7. Where the supplier is accountable for a product defect, he is obliged to indemnify us against all claims of third parties for damages at the first time of asking and to reimburse all costs connected with product liability.



5. Corporate Social Responsibility

5.1. We expressly refer to our code of conduct, which is available on our website (www.vs-chemie.de). Our business partners are expected to comply with our Code of Conduct.

III. Final Provisions

1. The place of jurisdiction for all purchase and sale contracts is Elmshorn. The law of the Federal Republic of Germany will apply. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

2. Any legal dispute whatsoever arising from the commercial relationship will be settled conclusively by a Court of Arbitration composed of one or several arbitrators and acting in accordance with the Rules of the International Chamber of Commerce. Instead of appealing to the Court of Arbitration, we shall be entitled to refer the matter to a materially and locally competent ordinary court.

3. Should any of the above terms and conditions prove to be void, either wholly or in part, this shall not affect the validity of the remaining terms and conditions. In such a case, we are entitled to replace the void provision with such provision that is effective and comes closest to the commercial purpose of the invalid provision. In case of doubt the legal regulation applies.

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