1. Application: Our contractual relationships with the customer shall be governed exclusively by and in accordance with these General Terms and Conditions. Deviating or conflicting terms and conditions of the customer will not become part of the contract even if we do not explicitly object to them.

2. The General Terms and Conditions also apply to all future transactions between us and the customer, and even if we unreservedly deliver the goods while at the same time of divergent or conflicting terms and conditions.

3. Quotations:

3.1 Our quotations are resceivable with respect to price, quantity, delivery date and payment terms. An order of a simpler nature is confirmed accordingly. A fixed price offer shall not be revocable.

3.2 The goods are subject to normal commercial fluctuation. In so far, they may be revised in the event of price changes or unavailability. Any information given in any brochures, samples and indications of weight referenced in the quotation, unless these are designated as being subject to change in future. We reserve the right to make any commercially normal changes in the properties and chemical composition of the goods if we assess such changes to be acceptable for the customer.

3. Order:

3.1 Our prices include delivery to the designated destination and include packaging but exclude the VAT. Any adverse conditions or special offer or conditions of the customer will not become part of the contract even if we do not explicitly object to them.

4. Delivery:

4.1 Delivery times are calculated from the date designated on the order confirmation.

4.2 The delivery time is regarded as having been fulfilled if the goods have been delivered to the address agreed by the customer by the date stated on the delivery slip. Delivery is also regarded as being fulfilled if readiness for dispatch has been communicated but the customer has not collected the goods within the agreed time. In this event, the customer will be charged for storage. The agreed delivery time may be extended by an event of force majeure and the customer is obliged to render the contractor entitled to withdraw from the contract within a period of two weeks from the date of communication of the new prices. In calculating the penalty, average weights, numbers and quantities as calculated by us unless the customer has raised objections immediately after the communication.

3.2 Any increases in freight charges or customer duties that come into effect subsequent to the acceptance of the quotation will be passed on to the customer.

5.3. On placing an order, the customer is obliged to inform us of his Value Added Tax identification number.

5. Dispatch, risk, packaging:

5.1 Unless stated otherwise, we select the dispatch route and method whereby the interests of the customer will be taken into account. At the customer’s request, we will invoice for the costs of delivery. The goods will be at the risk of the customer as and when delivered.

5.2 The risk of accidental loss, loss or damage of goods will pass to the customer as soon as the goods, whether loose or packaged, are left at the dispatch office for the customer or he has been notified of its dispatch. We will inform you of the date of dispatch or delivery as soon as possible after the commencement and end of such events. Goods, which have been dispatched in accordance with the contract, will be deemed to have been received by the customer and the customer are entitled to rescind from the contract with regard to the parts of the delivery which the delivery disruption under exclusion of any other claims; this does not, however, apply to utilities and losses.

5.6 The goods delivered within a certain period of time have been agreed, these deliveries to be accepted by the customer will be equally distributed over the period unless the order has been specifically agreed in writing. Our delivery is final as long as the customer has, in spite of reminders, paid a due invoice.

5.7 If the goods delivered within a certain period of time have been agreed, these deliveries to be accepted by the customer will be equally distributed over the period unless the order has been specifically agreed in writing. Should the customer’s payment not be made, we are entitled to withdraw from the contract if this has been explicitly declared in writing. The customer is obliged to inform us immediately if any third party has access to the said quantity from the final delivery.

6. Invoice, Payment:

6.2 Unless otherwise agreed, invoices are payable within thirty (30) days without discount, unless other payment terms have been agreed. Bills of Exchange can only be accepted if specially agreed and then only if the customer pays all accompanying expenses incurred at our risk. Payment is regarded as being fully completed when it has been credited to our bank account. We retain the right to use such payments if the customer is subject to outstanding payments, interest and other costs, this will be done in the sequence costs, interest, outstanding payments. Retention of payment and any such rights are, at the discretion of the customer, may be exercised in the event of the customer and rejected by us if the customer has not been paid or made available to us under an agreement of a court or law final, unfeudal or acknowledged by an arbitral tribunal.

6.4 Should the customer fail to pay in time, we are authorized to charge interest at a rate of 4% per annum from the date of expiry of the due date and compute interest in accordance with the legal rate.

6.5 Should the financial circumstances of the customer deteriorate substantially or should we hear of a situation and it could endanger due payment, we are entitled to refuse the performance of our obligations until payment has been made or appropriate security has been provided. In case of expiry of an appropriate period of notice, we are entitled to withdraw from the contract.

7. Complaints, liability:

7.1 The customer has to check by suitable measures whether the delivered goods are proper and suitable for the intended use.

7.2 Any obvious defects (e.g. complaints regarding the properties of the goods or the quantities) shall be notified to us in writing along with the appropriate invoice and order numbers, goods designation and type of contract are ordered have been invoiced in writing.

7.3 Should the customer fail to give the relevant notice in accordance with section 7.1, we accept no liability for the defects notified.

7.4 Any warranty claim is excluded if the customer has a third party further process or sell the goods, although defects could in fact have been detectable by the buyer.

7.5 In the case of justified complaints of defects that have been notified in the appropriate manner, we are obliged, within an appropriate period of time, to either – at our discretion – eliminate the defects or to supply goods meeting the required specifications (“supplementary performance”). Should supplementary performance fail, the customer is authorised to withdraw from the contract or to reduce the purchase price.

7.6 We are liable for damage resulting from a willful or grossly negligent breach of duty committed by us or our vicarious agents, pursuant to the statutory provisions. We are also liable pursuant to the statutory provisions for the culpable causation of bodily injury (life, limb or health) and in cases of product liability, under the German Product Liability Act (Produkthaftungsgesetz). With the exception of the cases set out below, in case of slight negligence we are only liable for damage which is due to an infringement of a guarantee or of a guarantee which is not due to any fault.

7.7 Should the customer fail to give the relevant notice in accordance with section 7.1, we accept no liability for the defects notified.

7.8 Any warranty claim is excluded if the customer has a third party further process or sell the goods, although defects could in fact have been detectable by the buyer.

8. Information and other data:

8.1 Goods can be stored, if this is a practically unlimited period of time under dry and odorless conditions. Adequate vapor; commonly contained in wood glue, can cause the goods to harden and to become inedible. We exclude any liability for the customer as soon as possible after the commencement and end of such events. Goods, which have been dispatched in accordance with the contract, will be deemed to have been received by the customer and the customer are entitled to rescind from the contract with regard to the parts of the delivery which the delivery disruption under exclusion of any other claims; this does not, however, apply to utilities and losses.

8.2 We supply advice on technical applications to the best of our ability based on our research and experience. However, any such advice on suitability and application must be regarded as being non-binding so that the customer must inform himself if whether or not the goods are suitable for the applications and purposes intended and the legal admissibility of such use.

9. Reservation of ownership:

9.1 Goods remain our property until the customer has fulfilled all of his obligations with respect to payment and current and future business with us. This also applies if individual or all outstanding payments have been transferred as consideration for the purchase of the goods within the specified period.

9.2 Goods are only reserved if the customer has not adhered to the conditions of the contract, the customer has not paid in full, the customer has been declared insolvent or the customer has become subject to a composition. The goods reserved in this manner may only be sold or transferred to third parties if the customer has paid us the agreed price or has transferred the security in question to us. Should the customer be late in fulfilling the customer obligations which, in the first place, enable the fulfilment of the proper performance of the contract, and on the compliance of which the contracting party can regularly rely on, in all other cases, not mentioned above, our liability is excluded.

9.3 Goods subject to claims may only be returned at our express request.

9.4 The customer is authorized to sell the goods to third parties within the course of normal business. The customer is not allowed to dispose of the goods otherwise, in particular, that there is no disposal of the goods by way of use, or by contract of sale, or to a third party.

9.5 The customer is not allowed to dispose of the goods otherwise, in particular, that there is no disposal of the goods by way of sale, sale on a deposit, or by contract of sale, or to a third party.

9.6 In case of such an assignment, the customer is obliged, at our request, to inform us immediately if any third party has access to the said goods.

9.7 Should the customer be late in fulfilling the customer obligations towards us, we are entitled, after an unsuccessful reminder and notwithstanding any rights we have, to demand return of the goods still in our ownership and/or to exercise the rights assigned to us directly. The demand of returning the goods shall be deemed as de facto withdrawal from the contract if this has been explicitly declared in writing. The customer is obliged to inform us immediately if any third party has access to the said goods or assigned claims.

9.8 Should the value of the security granted by the customer be in excess of the value of payments due by more than 15%, we are authorized at our discretion to release security or other гарантийные swaps.

10. Final provisions:

10.1 The place of fulfillment of delivery and payment is Eberbach, Germany. The exclusive place of jurisdiction is Heidelberg, Germany, in particular if no other place of jurisdiction is expressly agreed by both parties in writing. Bills of exchange and checks. However, we have the right to sue the customer at his place of general jurisdiction, if the customer is domiciled outside Germany.

10.2 Customer data are stored and processed electronically to the extent necessary for contractual relationships. In the context of this, we record personal data of the customer, in particular, the legal protection laws and regulations applicable to us and shall ensure that the employees deployed in connection with the Contract are instructed in the legal data secrecy, unless they have already been committed to it generally.

10.3 Should individual clauses of the Base Terms of Business and Conditions in the current version, in part or in whole, this will not have any effect on the remaining terms. The remaining terms will then replace such invalid clauses with clauses that conform to the statutory or general economic intention of the original clauses.

10.4 The contractual relationships are governed by the German Civil Code (BGB) according to its provisions and the National Union of Contracts for the International Sale of Goods (CISG) is excluded.

GIELITA Deutschland GmbH & 69402 EBERBACH
P.O. Box 1223 • Phone +49 6271 84-0 • Fax +49 6271-84-2701
03/19 11:00 XXXXI

AGB's zu 21121neu19.qxp-Layout 1 15.10.19 14:47 Seite 1