

Purchasing Terms and Conditions of Berlin-Chemie AG

The following Purchasing Terms and Conditions are part of all our contractual relationships insofar as they exist towards persons which are not consumers as defined in Section 13 para 1 BGB. Delivery of the goods based on our orders shall be considered acceptance of these Terms and Conditions. Even if we do not expressly refer to them, these Terms and Conditions shall apply to verbal orders. Other terms and conditions shall only apply – even if they are referred to in the order confirmation – if they have been acknowledged by us in writing.

Please always quote our order number and the order date in all correspondence.

1. Offer

Please quote our order number on the offer. Visits to us must be agreed in advance.

2. Order

Unless agreed otherwise, the prices are fixed prices and are ex Berlin-Chemie AG shipping address.

3. Order confirmation

Our order will be confirmed by you in writing if we have expressly requested order confirmation in the order. Insofar as Berlin-Chemie AG encloses a form for confirming the order, only this shall be used. Any deviations from the order shall be reported separately.

4. Shipping

Notification of shipping, in duplicate, shall be sent to us immediately after dispatch.

We only accept goods deliveries on Mondays to Fridays. Wagon deliveries must be dispatched such that they do not arrive at their destination at weekends or on public holidays.

Packaging must be marked with the company names, preparation names and lot numbers.

Our order number must be included on the delivery papers.

Shipping costs shall be transferred to the haulage company upon delivery ex works / ex stores after receipt of invoice.

5. Invoice

For every order, a separate invoice, in duplicate, shall be sent to the “invoice control” address in the footer on the reverse.

Insofar as the order number and the order date are missing from the invoice, the invoice shall be returned to you for our credit. Invoices must not be included with the goods. For payments in advance, in arrears and for interim payments, you shall submit a demand for payment or invoice with a separate VAT amount.

6. Payment

The payment terms stated on the front of the order shall commence upon receipt of the goods and invoice in the headquarters. Payments shall always be made subject to contractual fulfilment.

In the case of early delivery, the contractual date shall be the start of the payment term.

7. Warranty

Claims because of faults shall lapse after two years. The period of limitation shall commence upon delivery to the delivery address stated in the order.

For other, equal deliveries, the last contractual delivery shall act as a sample for the ordered goods.

8. Place of performance

Place of performance for the delivery shall be the shipping address according to the order.

9. Insurance

The transport and breakage insurance shall be purchased by Berlin-Chemie AG.

10. Right of withdrawal

Berlin-Chemie AG reserves the right to withdraw from the contract in accordance with the statutory conditions and in the event of changes to the price.

11. Scope of delivery

Additional and under deliveries are not permitted. Consent must be obtained from Berlin-Chemie AG for partial deliveries. In the case of additional deliveries, the corresponding amount must be taken back within two weeks of delivery. If the corresponding amount is not be taken back within such term, Berlin-Chemie AG shall be entitled to send the additional delivery back to you at your cost.

12. Other agreements

- 12.1. Rights and duties arising from the contract concluded with us must not be ceded / transferred to third parties in full or in part without the prior written consent of Berlin-Chemie AG.
- 12.2. Correspondence and objects from us, such as drawings, samples, models, tools, matrices, lithographs, photographs, print and scoring plates and designs which are provided by us, as well as objects produced according to our instructions, must not be made accessible to third parties or used un any way other than as originally agreed without our prior consent. All rights are reserved, in particular, our claims to ownership and copyright. The objects shall be returned to us at no charge after completion of the contract upon request.
- 12.3. We reserve the right to process supplier data received within the framework of the business relationship – whether these come from the supplier or from third parties – as defined in the Federal Data Protection Act.
- 12.4. The law of the Federal Republic of Germany shall apply as applied between nationals. This therefore excludes the application of the provisions of the United Nations Agreement regarding Contracts involving the international purchase of goods of 1 April 1980.
- 12.5. Place of jurisdiction is Berlin.

13. Invalid clauses

The validity of our other provisions shall not be affected by a change or any invalidity of individual provisions.

June 2005