



Terms & Conditions of Purchase

I. General Conditions

1. All purchase orders placed by us are subject to the following Terms and Conditions. By fulfilling the order, Seller also recognizes and accepts these Terms and Conditions if Seller's own terms and conditions contain contrary or additional provisions. Failure on our part to react to terms and conditions of Seller that differ from ours or to so-called standard terms and conditions will not constitute acceptance of any such conditions. Failure on our part to react to order confirmations containing contrary or additional provisions will also not be considered acceptance thereof.
2. Any deviation from our purchase order in an order confirmation will constitute rejection of our order. In the event delivery/performance is carried out nonetheless, this will constitute irrefutable acceptance of our Terms and Conditions. Acceptance of delivery or performance by us will be made exclusively in accordance with our Terms and Conditions.
3. In the event any provision of these Terms and Conditions calls for notice in writing, any such notice made by electronic mail or facsimile transmission will be considered to satisfy this condition.

II. Orders

1. Our written purchase orders are binding. Agreements made orally or by telephone must be confirmed in writing by us.
2. Seller will confirm receipt of our purchase order in writing within three working days of the date of the order. This will also apply accordingly if our order is based on an offer made by Seller.

III. Delivery Time

1. Seller will comply with the delivery times and dates specified. In the event delivery is not made on time, we may cancel our order with immediate effect without notice and reserve the right to claim damages.
2. In the event Seller cannot make delivery within the time specified, Seller will promptly notify us and indicate the reasons for and anticipated duration of the delay. Seller will not be considered in default if we agree in writing to a specific extension of the delivery time. In any such case, the original delivery periods and dates will be replaced by the revised periods and dates agreed upon.

IV. Delivery

1. Seller will without exception comply with our instructions with respect to the place of delivery specified in our purchase order or in other documents.
2. The quantities/numbers specified by us are binding.
In the case of the shipment of liquid goods by tank truck, the bill of lading must be accompanied by a weight note from the loading station. We reserve the right to verify weights with the use of an officially certified scale. Deviations of ± 60 kg will be taken into account in Seller's invoice.
3. Cost overruns for packing materials in excess of 5% will not be accepted.

V. Transport Risk

1. The risk of loss or damage in transit will be upon Seller.
2. In the event of loss or damage to goods due to weather or other transport conditions, Seller will bear the resultant costs. We will take samples to determine the condition of goods. Such samples may also be taken after unloading.

VI. Packing Materials, Shipment

1. Seller will take back packing materials in accordance with the German Packing Material Regulation (Verpackungsordnung) Seller's sole expense. The place of performance for discharging the obligation to take back packing materials will be the place of reception.
2. The references of our purchase order must be indicated in all documents and in particular in shipping documents. Seller will notify us of shipment.

VII. Quality of Goods, Defects

1. Seller will supply us exclusively with goods that comply with relevant legal and regulatory requirements applicable in the Federal Republic of Germany and the European Union. Seller will conduct regular inspections to ensure compliance with such requirements concerning quality.
2. We may notify Seller of defects within 7 working days of receipt of goods or within 7 working days of discovery in the case of defects not apparent on initial examination. This will apply accordingly to processed goods.
3. In the event of defective goods, we may demand correction or replacement within two weeks. Correction or replacement will be considered definitively unsuccessful if the first attempt is unsuccessful.

Correction or replacement will be made at Seller's sole expense. This will also apply in the case of goods that have been subsequently moved to a place other than the place of performance. Seller will also bear any expenses incurred by the disposal of defective goods.

4. We may also cancel our purchase order in the event of minor defects.

VIII. Title, Assignment

1. Retention of title in favour of Seller or any third party is excluded. Seller may not assign claims against us without our consent.
2. Any materials furnished to Seller by us in connection with a purchase order will remain our property. Any combination with, incorporation into or processing with other materials will take place only upon our instructions so that we retain proportionate title to the new product. Any combination with other movable property that is considered the main product may only take place with our explicit written consent. Seller will bear the risk of loss of or damage to our property.

IX. Payment

1. Seller will immediately upon shipment forward invoices to our address in Herford in duplicate. Collective invoices for monthly shipments must be received by no later than the fourth working day of the following month.
2. We pay by cheque or bank transfer at our option unless specified otherwise in our purchase orders. Upon compliant delivery and timely submission of invoices, we pay within 14 days of receipt of the invoice with a 3% cash discount or net within 30 days.

X. Contractual Documents, Place of Performance, Jurisdiction

1. All documents made available to Seller by us will remain our property. They may not be disclosed to third parties and in particular may not be used for advertising purposes.
2. The place of performance for payment is Herford. The place of performance for delivery and other services of Seller is the place of delivery specified in the purchase order.
3. We may reject performance of services and delivery of goods through other parties.
4. Any disputes arising from this agreement will be brought before the courts of Herford. We reserve the right to avail ourselves of the competent courts of Seller's place of business.

XI. International Transactions

1. In the event Seller does not have its place of business in Germany or if Seller's relevant branch location is not located in Germany, the provisions of CISG (United Nations Convention on the International Sale of Goods) of April 11, 1980, will apply in addition to these Terms and Conditions. Legal issues not regulated by the CISG will be governed by German law.
2. The CISG is modified as follows:
 - a) Notwithstanding Art. 46 of the CISG, Seller will also deliver substitute goods if the lack of conformity does not constitute a fundamental breach of contract.
 - b) By way of exception to the provision contained in Art. 82 (1) CISG, we retain the right to declare the contract void or to require the seller to deliver substitute

goods if it is impossible for us to make restitution of the goods substantially in the condition in which we received them.

XII. Final Provisions

1. All contractual relations between Seller and us will be governed by German law. The German wording of our written purchase order is binding.
2. We may store, communicate, modify and delete personal data of Seller. Seller is hereby notified accordingly in compliance with § 26 of the Federal Data Protection Act (Bundesdatenschutzgesetz).