Conditions of sale and delivery of CG Chemikaliengesellschaft mit beschränkter Haftung & Co. KG

$1 Scope of application
a) These terms of sale and delivery apply to all — also future — business relationships with enterprises within the meaning of § 14 of the German Commercial Code (HGB) with regard to the purchase or sale of goods or services including contracts for work and the supply of non-fungible goods.

b) The provisions of § 312 c BGB do not apply with regard to the purchase or sale of goods or services including contracts for work and the supply of non-fungible goods.

c) The provisions of §§ 323, 326 and 328 BGB are not applicable in particular to the purchase and delivery conditions of the buyer — now and in future.

$2 Offer and acceptance
a) Unless otherwise agreed, our offers are revocable without notice even after their dispatch and revocable in particular the purchasing conditions of the buyer — now and in future.

b) Our offers are subject to the price list effective at the time of the offer.

c) Our offers remain open for acceptance for a reasonable period of time unless otherwise stated.

d) The purchase order is only an offer to sell. The agreement is only concluded when we accept the purchase order.

$3 Purchase price and payment
a) Unless otherwise agreed, the purchase price for goods is exclusive of tax, in the package, in the export delivery also exclusive of customs duty, as well as fees and other public charges, in particular taking into account the respective place of delivery.

b) The amount is calculated on the basis of the quantities or weights determined by our or our suppliers, unless the recipient determines them using calibrated scales and the goods were transported at our risk; in this case, these findings are regarded as correct.

c) Where delivery is in installments, the contract is concluded for each individual delivery.

d) The purchase price is due net cash on delivery of the goods, unless anything contrary has been agreed in writing.

e) Payment is due on receipt of the invoice.

f) In the event of default, we charge interest on arrears at a rate of 5 percentage points above the base interest rate, as well as additionally, a lump sum of 40.00 Euros. We reserve the right to claim further damages.

g) Bills of exchange and cheques shall only be accepted on account of performance if and when agreed accordingly.

h) Our terms of delivery and payment are subject to the fact that the buyer does not delay in paying any amount due.

i) Our terms of delivery and payment are subject to the fact that the buyer does not delay in paying any amount due.

$4 Delivery, delay and impossibility
a) The agreed delivery periods and dates shall always be deemed as approximate unless a fixed date has been expressly agreed on or a fixed duration as such in the event of our delay in delivery, the limitation of liability in § 8 shall apply.

b) We are entitled to make partial deliveries to a reasonable extent. Furthermore, we are entitled to reasonably exceed or mitigate the delivery period, especially by the delivery terms.

c) In the case of deliveries which do not affect our business (drop shipments), the delivery date and deadline shall be deemed to have been met on the delivery of the last consignment in good time, so that the delivery arrives at the recipient's premises promptly, given normal transport times.

$5 Dispatch and acceptance
a) The risk of partial or complete loss in transit shall pass to the recipient at the time of the commercial confirmation (commercial advice or delivery advice, order or similar) unless otherwise agreed in writing.

b) The risk of partial or complete loss in transit shall pass to the recipient at the time of the commercial confirmation (commercial advice or delivery advice, order or similar) unless otherwise agreed in writing.

c) If the recipient is in default of acceptance of the delivery on the agreed date, we are entitled to store or sell the goods at the expense of the recipient.