Definitions Scope (1) The following Terms and Conditions apply to all business relationships with customers, unless otherwise expressly stipulated in the order confirmation.

(2) Offering, differing or supplementary General Terms and Conditions shall not form part of the contract, even if they are stated in the customer’s order.

(3) The customer’s applicability shall be excluded when the customer refers to incoming documents to his General Terms and Conditions.

Contracts (1) All our offers are non-binding and subject to alteration. Within reasonable limits, we reserve the right to make additional or other alterations.

(2) The order shall be deemed to be his binding acceptance of the offer. In cases of goods being ordered electronically, we shall confirm receipt of the order within three days. The confirmation of receipt does not constitute an acceptance of the order.

(3) Our order confirmation constitutes the only binding acceptance of an order.

(4) We retain the right to refuse orders or to refuse to conclude a contract with the customer.

(5) If the consumer orders the goods electronically, the legally effective FGIs shall be sent to the customer by e-mail.

(6) Delivery of the order. Written counter-notification by the customer only become binding by means of our written order confirmation.

(7) Under no circumstances shall silence be considered as consent. Changes or amendments to the contract, or order confirmations that do not meet the requirements of the law (possibly due to the chemical composition of our products within the framework of legal standards and/or applicable product standards, as well as other production modifications that the customer can reasonably request), shall be binding only after written confirmation.

Payment & payment terms (1) All prices and rates and apply until revocation. Price indications are non-binding. The prices do not include the applicable VAT. Regarding small quantities (100kg), we reserve the right to refer to customers to a distributor, or to apply a surcharge of up to EUR 300 for minimum-order quantities.

(2) Payment is due on an FCA basis. Inco terms 2010, excluding packaging, insurance and transportation.

(3) All costs for insurance at the time of delivery, as well as changes relating to a change in price of inputs and raw materials, and changes relating to additional or increased official charges shall be applied in full.

(4) Unless otherwise agreed, the type of packaging shall be determined by us. Increases in freight charges occurring between the date of the order confirmation and the actual shipment shall be charged separately to the customer.

(5) The customer undertakes to transfer the invoiced amount to our bank account after receipt of the total or partial delivery within 30 days from the date of the invoice. We reserve the right to cancel the terms of payment. Nevertheless, the customer is entitled, without giving any explanation, to make deliveries conditional upon advance payment or the presentation of collateral.

(6) We only accept letters of exchange and cheques when this has been explicitly agreed, in writing, and only as payment for final deliveries.

(7) In cases of default, we shall charge interest on default of 5% above the applicable base rate of the European Central Bank, as well as a fixed damage charge of 5% above the applicable base rate. The collection costs resulting thereof shall be for the exclusive account of the customer, unless otherwise agreed.

(8) In the event of the customer being unable to meet his obligations, we reserve the right to prohibit the customer from using any of our products, which includes the chemical composition of our products. If such product is used in connection with the production of goods in accordance with the above, we are entitled to issue an order for the immediate destruction of the goods. We are entitled to withdraw from the contract and to demand handover of the goods in cases of insolvency proceedings or of other events that lead to a loss of creditworthiness of the customer. In cases of default, we shall charge interest on default of 9.2% above the applicable base rate of the European Central Bank, as well as a fixed damage charge of 9.2% above the applicable base rate. The collection costs resulting thereof shall be for the exclusive account of the customer, unless otherwise agreed.

Delivery Periods (2) Unless otherwise agreed, the delivery periods shall be calculated for the day the validity period of the order confirmation expires.

(3) In the cases of force majeure or other exceptional events, the rights and obligations resulting therefrom shall be for the exclusive account of the party, unless otherwise agreed.

(4) We shall not be liable to the customer for any losses or disadvantages resulting from the contract, or order confirmations that do not meet the requirements of the law (possibly due to the chemical composition of our products within the framework of legal standards and/or applicable product standards, as well as other production modifications that the customer can reasonably request), unless the contrary is explicitly agreed in writing.

Transfer of risk (4) The risk of the loss or the accidental and collateral destruction of the goods from the moment of the handover of the goods, in accordance with the agreed Inco terms 2010.

Storage (1) The customer is aware of the requirement to store our products properly and is conversant with our product storage conditions and instructions. We shall be liable for errors and omissions becoming ruin and void. The storage conditions can be found on our website under "Storage Conditions."

Obligation to accept, storage period and costs (5) (1) If the customer is in default, or we have reason to believe that the goods are no longer salable, or if the result of the investigation of the defect cannot be determined within a reasonable period, we are entitled to withdraw the contract.

(2) Unless otherwise agreed, the statutory requirements for the duration of readiness to despatch, and the total purchase price becomes due at this point. Storage costs and any additional costs shall be charged to the customer from the 14th day after the invoice date declared ready for despatch, but were not delivered to or collected by the customer.

Long-term and call-off contracts (3) (1) All open-ended contracts can be terminated by either party with a notice period of 3 months.

(2) Discontinuation of the deliverable products of the contractually agreed delivery terms and conditions within 14 calendar days, otherwise the customer is in default of acceptance.

(3) The customer is aware of the requirement to make all payments and transport and costs, notwithstanding his payment obligations. The customer is also aware of the requirement to timely issue notices of despatch to, and the total purchase price becomes due at this point. Storage costs and any additional costs shall be charged to the customer from the 14th day after the invoice date declared ready for despatch, but were not delivered to or collected by the customer.

Delivery Periods (8) (1) The customer is aware of the requirement to store our products properly and is conversant with our product storage conditions and instructions. We shall be liable for errors and omissions becoming ruin and void. The storage conditions can be found on our website under "Storage Conditions.""