General Conditions of Sale and Delivery

I. General

These General Conditions of Sale and Delivery apply to all contracts with companies, public legal entities, shall be an integral part of the contract of purchase. Conflicting or deviating conditions of the Buyer shall not be effective unless the Seller has expressly accepted them in writing for a particular order.

II. Offers

1. The Seller's offers shall not be binding with respect to price, quantity, delivery time and availability.

2. The Buyer's orders shall become binding on the Seller upon receipt by the Buyer of the Seller's written acknowledgment or delivery in writing, unless the goods are put at the Buyer's disposal.

III. Remuneration

1. The prices invoiced shall be the Seller's prices effective at the time of delivery.

2. Should the Seller, in the internal conclusion of the contract and delivery, effect a price increase, the Buyer shall have the right to withdraw from the contract within two weeks of having been informed thereof, unless the price increase is exclusively due to an increase in freight rates. The right of withdrawal shall not be applicable to long-term supply contracts (contracts for the early delivery of a continuing obligation).

3. Where price increase has been agreed in a currency other than euros (EUR), the Seller reserves the right to reduce or increase the amount originally agreed so that, when translated into euros, the sum invoiced remains as close as possible to the amount invoiced when the contract was concluded.

4. The weight of the goods on which the invoiced amount is to be calculated shall be ascertained in the dispatch department of the Seller’s plant from which the goods are supplied unless the Buyer wishes to have the goods weighed at his own expense by the railway authorities at the station of dispatch.

IV. Payment

1. The handing in of bills of exchange shall be subject to the Seller's prior consent, and shall not constitute payment. The maturity of bills shall not exceed 90 days from the invoice date. Discount costs are for the account of the Buyer. Any additional costs incurred from thirty days after the invoice date shall be for the Buyer's account.

2. Where the Seller has reason to doubt the Buyer’s solvency or creditworthiness and the Buyer is not prepared to effect advance cash payment or provide the Seller with security as requested, the Seller shall be entitled to refuse to supply, or to charge a premium for the goods.

3. Payment shall not be deemed to have been effected until the amount has been cleaned into one of the Buyer's accounts.

4. The Seller reserves the right to use payments for the settlement of the invoices which have been outstanding longest, plus any interest on arrears and costs accrued thereon, in the following order: costs, interest, principal claim.

5. The Seller may set off debts owed by the Buyer towards the Seller, without prejudice to the right to demand further payments. Counterclaims may only be offset if they are uncontested or have become res judicata.

V. Delivery

1. The Seller shall make every effort to effect delivery as early as possible. There shall be no fixed delivery dates.

2. Should, notwithstanding the preceding paragraph, a fixed period for delivery have been agreed, and the Buyer could, after expiry of this period, not carry out the contract, the Buyer shall be entitled to withdraw from the contract with the delivery period and the provision of the penalty sum.

3. Performance under the contract shall be subject to the punctual delivery of the appropriate goods by the Seller's own suppliers.

4. The day of delivery shall be the day on which the goods leave the Seller's plant or warehouse, or if that cannot be properly determined, the day on which the goods are put at the Buyer's disposal.

5. The provision of packaging including tanks and tank containers by the Seller shall be subject to the prior agreement of the Buyer.

VI. Force Majeure, Impediments to Performance

1. Force majeure shall include any event of societal, national or international nature, including production, traffic or shipping disturbances, war, acts of terrorism, fire, floods, unforeseeable shortages of labor, utilities or raw materials and supplies, strikes, occupation by the state or any other authority, military occupation by the state or any other authority, or any hindrance, supply and/or acceptance is delayed by more than eight weeks, either party shall have the right to cancel the contract. If the hindrance, supply and/or acceptance is delayed by more than eight weeks, either party shall have the right to cancel the contract.

2. The Seller reserves the right to cancel the contract in the event of force majeure. If the hindrance, supply and/or acceptance is delayed by more than eight weeks, either party shall have the right to cancel the contract. If the hindrance, supply and/or acceptance is delayed by more than eight weeks, either party shall have the right to cancel the contract.

3. The above limitations shall not apply to damage resulting from death, injury or damage to health. This shall not affect the applicability of competing statutory liability laws such as, for example, liability for the assumption of a guarantee or product liability law.

VII. Shipment

1. The Seller reserves the right to choose the route and the mode of transport. Any additional costs resulting from special stipulations made by the Buyer shall be for the account of the Buyer. Unless expressly agreed otherwise, any expenses incurred from thirty days after the invoice date shall be for the Buyer's account.

2. Where the Seller has reason to doubt the Buyer’s solvency or creditworthiness and the Buyer is not prepared to effect advance cash payment or provide the Seller with security as requested, the Seller shall be entitled to refuse to supply, or to charge a premium for the goods.

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3. The above limitations shall not apply to damage resulting from death, injury or damage to health. This shall not affect the applicability of competing statutory liability laws such as, for example, liability for the assumption of a guarantee or product liability law.

IX. Damages

1. Warranty claims for the Buyer shall be limited to replacement of the purchased goods. If the replacement goods prove defective, the Buyer may cancel the purchase contract and claim damages. Claims for damages are limited as defined in Section V of this part and shall be prohibited by the above. Claims made by the Buyer due to expenses incurred as a result of replacing, in particular transport, travel, labor and material costs which the Buyer has incurred or will incur, shall be reduced by the fact that the item that was subsequently transported to a location other than the premises of the Buyer, unless the goods were supplied to the Buyer's location in transit or the Buyer intended use.

2. In the event of recourse to the guarantee by the Buyer following a successful claim against the latter on the basis of the provisions governing the purchase of a consumer good, the claims under a right of recourse in accordance with the regulations on the purchase of consumer goods shall remain unaffected. Section IX shall apply to any claims on the contract as well.

3. The Buyer must inform the Seller without delay of any case of recourse within the supply chain. Any damages under a right of recourse by the Buyer against the Seller shall not apply with respect to any claim under the Contract.

4. An agreement must be made in writing. A statement of guarantee shall only be effective if it describes the content of the guarantee and the duration and physical scope of guarantee protection accordingly.

X. Periods of Limitation

1. Warranty claims shall expire with effect from one year from the beginning of the statutory period of limitation unless the goods are normally used in a building pursuant to their usual use and sell goods cannot cease the defect to the building, in which case, claims expire with effect from two years from the beginning of the statutory period of limitation. Compelling regulations governing the statutory period of limitation shall be deemed to apply accordingly. The Buyer shall be entitled to exclude the liability whether the latter is brought or not, if the Buyer or a third party is the cause of the claim. The application, use and processing of the products are beyond the Seller's control and therefore entirely the Buyer's responsibility.

XI. Trademarks

1. The Buyer shall not have the right to refer to the Seller's products when offering or supplying substitute products to third parties or in price lists or similar business communications, to use the word “arlanxeo” in conjunction with the Seller’s protected or unregistered product designations or to use these designations together with any designations for substitute products.

2. When using the Seller’s products for manufacturing purposes or when processing them into new products, the Buyer shall not have the right, without the Seller’s prior written consent, to use the Seller’s product designations in the sense of essential components, brand names, corporate design, marking, packaging thereon or in any relevant printed matter or advertising literature, particularly by mentioning the Seller’s product designations as components of the products, unless this shall be deemed agreed to the use of this trademark for the products manufactured therefrom.

XII. Liability

1. German law shall apply.


3. The German law shall be interpreted in accordance with the Insolvenz Gesetze effective at the time.

4. Even if it has been agreed that the Seller pays the custom and import duties in the country of delivery, any increases in such duties which become effective between the date of the delivery of the goods by the Seller to the Buyer shall be borne by the Buyer.

5. Any guarantee agreement must be made in writing. A statement of guarantee shall only be effective if it describes the content of the guarantee and the duration and physical scope of guarantee protection accordingly.

XIII. Place of Jurisdiction and Invalidity of Individual Clauses

1. Place of performance for delivery shall be the Buyer’s dispatch department. Place of performance for payment shall be Leverkusen.

2. Place of performance for both parties shall be Cologne. The Seller shall furthermore have the right to sue the Buyer in the Buyer’s general place of jurisdiction.

3. Should any clause in these General Conditions of Sale be invalid or become invalid in full or part, this shall not affect the validity of the remaining clauses or remaining parts of the clause in question.

4. The parties are to be exonerated from their obligations if, in view of an effective one which becomes as far as possible to the economic purpose of the invalid clause.