

General terms and conditions of sale of KAHL GMBH & CO. KG

Section 1: General / scope

1. These terms and conditions apply to all current and future business relationships, including those that are not explicitly renegotiated.
2. Varying, contradictory or supplementary general terms and conditions, including those that are known, do not form part of this contract, except when their validity has been explicitly confirmed in writing.
3. These terms and conditions apply solely vis-à-vis entrepreneurs. Entrepreneurs are natural or legal entities or partnerships with legal capacity with whom we enter into a business relationship and who are acting in the exercise of commercial or freelance professional activities.

Section 2: Consulting regarding suitability and use

We provide consulting services regarding suitability and use of our products based on our best knowledge, research and our experience. However, this does not relieve the buyer from the responsibility to perform his own inspections and tests regarding suitability and use of our products for the intended treatment and purposes.

Section 3: Conclusion of the contract

1. Our offers are subject to confirmation and are not binding. The right to change the shape or weight within reasonable limits is reserved.
2. The buyer indicates that he wants to buy the goods by placing a binding order. This applies also to orders placed by telecommunications (e.g., e-mail, telephone, fax, letter, Internet)
We are entitled to accept the contractual offer implied by the order within two weeks after it has been received by us. Our acceptance can be conveyed in writing, by fax or by delivering the goods to the buyer or the carrier named by the buyer.

The rules for concluding contracts as electronic business transactions according to Section 312e Section 1 Sentence 1 No. 1 to 3 Civil Code do not apply.

3. The contract is concluded with the provision that we are correctly supplied by our own suppliers in good time. This is only relevant when we are not responsible for a missed delivery, in particular where a congruent hedging transaction with our supplier was concluded.

The customer will immediately be informed in writing when the service is not available. In this case, payment will immediately be refunded.

4. Verbal agreements are only effective when we confirm them in writing. This also applies to contract changes.

Section 4: Prices

1. The respective prices apply ex works, as long as no

other agreement has been entered into.

2. Customs and other public duties – in particular levies and currency adjustments shall be brought to the buyer' account separately
3. Sales within the EU are subject to the applicable value-added tax (VAT). VAT is not included in our prices and shall – where applicable – be shown separately to the legal amount on the date of invoice. Discounts and other deductions that have not been explicitly agreed in writing are not permitted.

Section 5: Retention of title

1. We retain ownership of the goods until all claims resulting from the business transaction between us and the buyer have been settled.
2. The buyer is obliged to inform us in writing without delay when third parties take possession of the goods, for example in the event of attachment or when the goods are damaged or destroyed. The buyer must immediately inform us when the goods change hands or when his own place of residence changes.
3. We are entitled to withdraw from the contract and demand the return of the goods concerned when the behaviour of the buyer breaches the contract, in particular in the event of late payment or neglect of a duty according to Part 2 of this regulation.
4. The buyer is entitled to resell the goods in a normal business transaction. However, this does not apply when we become aware of circumstances which give cause to doubt the creditworthiness of the buyer (see Section 10 Part 5). We are further entitled to cancel the right of the buyer to resell the goods when he is late in fulfilling his duties, in particular payments, and/or when we become aware of other circumstances that give rise to doubts about his creditworthiness.
5. The right of the buyer to process the delivered goods is also regulated by Part 4 above. Altering or processing the goods does not establish ownership rights for the buyer with regard to the partially or completely produced items; processing is performed without payment for us as manufacturers according to Section 950 of the Civil Code.
6. When the reserved goods are combined or mixed with goods that do not belong to us, we obtain partial ownership of the new product according to the ratio between the value of the goods delivered by us and the value of the other goods used at the time of combining or mixing. At the time of conclusion of this contract, the buyer cedes partial ownership to us, in accordance with our share of the value of our goods, in all cases where combining or mixing is performed in a way that makes the goods of the buyer the main part of the product or in which our ownership expires by law. The buyer is the unpaid custodian of the goods for which sole or partial

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ownership was established by combining or mixing. The same applies when the goods are mixed with other objects that are not our property.

7. Goods for which we obtain ownership or partial ownership according to Sections 5 and 6 above, as well as all goods delivered by us with retention of title according to Section 1 of this regulation, are deemed reserved goods according to the following regulations.
8. The buyer cedes the claims resulting from the resale of the reserved goods to us at the time that this contract is concluded. We hereby accept the cession. The buyer cedes the whole claim resulting from the sale of the goods to us when the reserved goods are a processed product or combined or mixed stock that contains, in addition to the goods delivered by us, only objects that are either owned by the buyer or that were delivered to him by third parties with simple retention of ownership. When the cessions granted to us coincide with cessions granted to other suppliers, we are entitled to the fraction of the claim resulting from the sale that corresponds to the ratio between the invoice value of our goods and the invoice value of the other, processed, combined or mixed goods.
9. We are obliged to release the collateral concerned at the request of the buyer when the collateral due to us exceeds 120% of the value of our claims plus the applicable value-added tax; the selection of the collateral to be released is our prerogative. The valuation of the collateral is to be based on the assessed value for movable goods and on the nominal value for claims.
10. The buyer is entitled to collect outstanding payments from the resale of the goods. This right to collect expires when we become aware of circumstances that give cause to doubt the creditworthiness of the buyer (see Section 10 Point 5). We are furthermore entitled to cancel the right of the buyer to collect when he is in arrears with his duties towards us, in particular with payments, or when we become aware of other circumstances that give cause to doubt his creditworthiness. When the buyer no longer has the right to collect or when his right has been withdrawn by us, the buyer must, at our request, immediately inform us of the debtors with regard to the claims ceded and provide us with the information and documentation required for collecting the claims.
11. When a third party takes possession of the reserved goods, the buyer is obliged to point out that they are our property and to inform us immediately. Costs incurred in the process are the responsibility of the buyer.

Section 6: Dispatch, transfer of risk

1. The INCOTERMS® in their currently valid version

apply to the interpretation of old delivery regulations agreed upon.

2. We determine the dispatch type and route as well as the carrier, if not otherwise agreed upon. Partial deliveries are permitted.

Section 7: Obligation to examine and notify

1. The buyer is obliged to inspect the goods immediately for completeness, agreement with the delivery documents and the order and for faults. Noticeable deviations and faults must immediately be claimed in writing. The delivery is deemed to comply with the contract when no complaint is made within 10 days after receipt of the goods by the buyer, except when the deviation was not noticeable in spite of careful inspection. Transport damage or missing amounts must also be noted on the receipt of the carrier according to Section 438 of the German Commercial Code.
2. Written complaints must document the complaint in a way that makes it easy to trace and verify its respective cause. Representative samples and or pictures must be attached where necessary.
3. Objected products or products the buyer deems faulty may not be processed, attached or mixed

Section 8: Warranty

1. We warrant the product to be free of faults by making good the product or delivering a replacement, at our discretion.
2. Where supplementary performance fails, the buyer can always demand a reduction of the reimbursement (penalty) or cancellation of the contract (withdrawal) at his discretion. However, the buyer is not entitled to withdraw when the failure to adhere to the contract is only minor, in particular in the event of minor faults.
3. When the buyer chooses damages after supplementary performance has failed, the goods remain with the buyer where this seems reasonable. The damages are limited to the difference between the purchase price and the value of the faulty goods. This does not apply where the lack of adherence to the contract was wilfully caused by us or where we have furnished a guarantee.
4. The quality of the goods agreed upon is exclusively based on our product description. Public statements, promotions or advertising do not determine the quality of the goods for the purposes of this contract.

Section 9: Limitation of liability

1. In the event of a to minor negligent violation of a major contractual obligation, our liability is limited to the average immediate damage that is typical and foreseeable in connection with this contract for the type of product involved. Major contractual obligations are deemed to be those

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obligations which must be fulfilled if the contract is to be performed properly at all and which the contractual partner can normally expect to be fulfilled. We are not liable for minor negligent violations of a minor contractual obligation.

2. Warranty and damage claims instituted by buyer as a result of faults expire one year after delivery of the goods.
3. The aforesaid limitations of liability do not apply to buyer's claims arising from product liability. Furthermore, the liability limitations do not apply to injury to body or health for which we are accountable or in the event of the loss of life and in cases of fraudulent concealment of a fault or the acceptance of a guarantee.
4. If and when our liability is excluded or limited, the exclusion or limitation also applies to our legal representatives or vicarious agents.

Section 10: Payment

1. The purchasing price is always due net in cash, without any deductions and immediately after the receipt of the invoice, unless other payment conditions have been agreed upon in writing.
2. Bills of exchange or cheques are only accepted by special agreement and only at the discretion of the receiver. Fees for discounts or bills of exchange are the responsibility of the buyer and must be paid by him.
3. We are entitled to charge interest amounting to 8 percentage points above the respective base rate of the European Central Bank when the buyer is in default of payment. We are entitled to charge interest amounting to 10% per year above the respective base rate of the European Central Bank when the buyer is in default of payment. The damages may be rated higher when we can claim and prove higher damages due to the delay.
4. We are entitled to charge a fee of EUR 10.00 for each reminder when the buyer is in default of payment.
5. We are entitled to demand payment of all the remaining debts, even when we have accepted bills of exchange or cheques, when we become aware of circumstances that give rise to doubts about the creditworthiness of the buyer, in particular when his goods are seized, a bill of exchange or cheque is not accepted, his payments are in arrears or suspended or insolvency proceedings are instituted against him. In such cases, we are also entitled to demand payment in advance or security.
6. The buyer is only entitled to offset, retain or reduce payments when his counterclaims are legally binding or beyond dispute or accepted by us, even in the event that he has provided a notification of defects or has a counterclaim.

Section 11: Final provisions

1. The place of fulfilment for all obligations resulting from this contract, including the payment obligations of the buyer, is the site of our registered office in Trittau.
2. The sole place of jurisdiction for all disputes resulting from this contract is the site of our registered office when the buyer is a business person, legal entity in terms of public law or a special public fund.

The same applies when the buyer has no general place of jurisdiction in Germany or when his domicile or usual place of residence is not known at the time that proceedings are instituted.

3. The laws of the Federal Republic of Germany apply. The terms of the UN purchasing laws do not apply.
4. The validity of the contract and the validity of the remaining regulations is not affected when individual clauses of this contract with the buyer, including these general terms and conditions, are or become fully or partially invalid; this particularly applies when only individual claims or parts of claims become invalid. The fully or partially invalid regulation is to be replaced by a regulation that is as close as possible to the economic impact of the invalid regulation.
5. Notification according to Section 33 Part 1 of the Federal Data Protection Act: Please note that the data required to implement this contract will be processed and used by us in order to comply with this contract.