

General Terms and Conditions (T & C)



§ 1 Scope of Application

1. The contracts we conclude for the sale of goods and the provision of services shall be exclusively subject to these General Terms and Conditions (hereinafter: "Terms & Conditions"). Any other terms of business are hereby expressly excluded. Our Terms & Conditions shall also apply if we deliver without reservation while being fully aware that the customer has contradicting or differing terms of business. Deviations from these Terms & Conditions shall only be effective if confirmed by us in writing.
2. In case of contracts with enterprises, these Terms & Conditions shall also provide the basis for all future deliveries and services, even if the inclusion is not expressly agreed upon again.

§ 2 Definitions

1. For the purpose of these Terms & Conditions, customers are defined as consumers in terms of § 13 BGB (German Civil Code), and entrepreneurs are defined in terms of § 14 BGB.
2. For the purpose of these Terms and Conditions, consumers are natural persons with whom we conclude contracts, without them performing a commercial or independent professional activity (§ 13 BGB).

§ 3 Conclusion of Contracts

1. The contract shall be deemed to have been entered into with our written order confirmation, or with our first action of fulfillment of order.
2. Offers are submitted free of charge and are non-binding.
3. If the customer places an order electronically, we will confirm receipt of the order immediately in writing. The confirmation of receipt shall not be deemed a binding acceptance of the order.
4. We shall retain all ownership rights and all further industrial property rights to drawings, calculations, and other documents made available. Drawings and other documents shall only be made available to third parties with our express written permission.
5. Subsidiary agreements, amendments and supplements shall require our written confirmation. The same applies to any waiver of the written form requirement.
6. References to statutory provisions, in particular safety regulations (MSDS), installation and operating instructions, dosing instructions, transport and storage regulations must be observed.

§ 4 Cost Estimates

1. Price quotes shall be binding only if a written cost estimate is provided. We shall be bound to this estimate for 4 weeks from the date of the estimate.
2. Preliminary works, which the customer leaves to us, for example the compilation of specifications, project planning documents, plans, models, patterns, etc., shall become our property. There shall only be an obligation to pay remuneration for preliminary works of this kind if this was specifically agreed.
3. If an order is placed on the basis of a cost estimate, any costs paid for the preparation of the cost estimate and the cost of any preparatory work shall be deducted from the order invoice.
4. Order changes before or after receipt of an order confirmation shall only be considered if the resulting additional costs are borne by the buyer and an adequate extension of the delivery period is allowed.
5. Modifications and variations in the execution of an order on our part shall be permitted if they are required for technical reasons and are reasonable for the buyer.

§ 5 Prices

1. Prices for our deliveries and services are based on our quotation(s). They are to be understood ex works/warehouse, excluding packaging and without insurance. If the offer is for an entrepreneur, it is to be understood excluding the respective statutory VAT.
2. The prices given in the quotation shall be binding for a period of four months from conclusion of contract. If delivery or performance of services should be later than four months after conclusion of contract and if prices for primary/raw materials, wages or transport costs have increased, prices can be adjusted to a reasonable extent by mutual agreement. If the delivery or performance is delayed by circumstances beyond our control, sentence 2 shall apply accordingly.

3. Any subsequent services required by the customer that are not part of the contract shall be charged in addition. This shall also apply to unpredictable works. The customer will be immediately informed about any additional costs.
4. If unforeseeable difficulties that we are not responsible for should arise during the implementation of services, we shall be entitled to charge expenses incurred as a result separately.

§ 6 Terms of Payment, Set-off, Assignment

1. Our invoices shall be due for payment within 8 days from invoice date in each case, provided no other agreements have been made in writing as part of the order confirmation.
2. Invoices can be sent by post or E-mail at our discretion. The customer agrees to receive invoices electronically. Electronic invoices shall be sent to the customer by E-mail in PDF format to the E-mail address provided. The customer must ensure that, on the receiver side, all electronic invoice deliveries by E-mail can be duly delivered to the E-mail address provided by him. The customer shall inform us immediately of any change of the E-mail address specified for electronic invoicing. With his consent to electronic invoicing he agrees to this requirement as well. In the event of a culpably failure to notify a change of the E-mail address specified for electronic invoicing or an incorrect notification, the customer shall reimburse the damage caused by the address inquiry. The electronic invoice shall be deemed to have been received upon receipt of the E-mail with attached electronic invoice. The customer may revoke his consent to electronic invoicing at any time in writing and without giving reasons. All that is required is sending an E-mail to mail@dinotec.de or mail@chemoform.com.
3. The deduction of any discount requires a separate, written confirmation.
4. In case of reasonable doubt in the customer's capacity to pay, we reserve the right to demand advance payments or the provision of securities. We also reserve the right to withdraw from the contract after having allowed an adequate grace period to no avail.
5. If the buyer fails to meet the payment terms, we shall be entitled to withdraw any rebates, discounts or special conditions.
6. Insofar as we accept cheques, they shall be exclusively accepted as payment, but not in lieu of fulfilment. We shall not be responsible for the timely presentation or protest in these cases. The costs of discounting and collection shall be borne by the customer; he shall have to reimburse these costs immediately upon request.
7. If the customer is in default of payment, we shall be entitled to claim default interest to the amount of five percentage points above the base rate from consumers, and to the amount of eight percentage points above the base rate from entrepreneurs. We reserve the right to furnish proof of and claim further damage caused by default. The customer shall be obliged to compensate for damages arising from his default.
8. The customer shall only be entitled to offset if his counterclaims have been legally established, are undisputed, or have been acknowledged by us.
9. The customer shall be entitled to exercise any right of retention if his counterclaim is based on the same contractual relationship.
10. Partial performances can, as far as is reasonable for the customer, be invoiced separately.
11. In case of international orders, delivery and services shall be carried out against prepayment.

§ 7 Delivery

1. Delivery terms and performance periods shall only be binding if they are included in a written offer or our written order confirmation, and are expressly referred to as binding. We shall be entitled to partial deliveries if this is reasonable for the customer. After expiry of the binding delivery and performance period, the customer may grant us an extension of 14 days in writing. The customer can only withdraw from the contract after this period has expired without results. The stated deadlines refer to the date of dispatch of the delivery or the beginning of performance of services. In case of a firm deal (to be performed at a fixed point in time), the customer shall have the right to withdraw from the contract without a grace period.
2. In the event of obstacles, the delivery and

performance terms shall be extended by the duration of the impediment plus a reasonable recovery time. Obstacles in this sense are unforeseeable events, like malfunctions, disruptions in operation, material failure, etc. or force majeure, such as strikes, lockouts, traffic blocks, official measures, weather conditions, etc. If these obstacles should continue for more than a month, or if delivery or performance cannot be provided in compliance with the contract due to such an obstacle, both parties shall be entitled to withdraw from the contract.

3. In case of incomplete orders or modifications requested by the customer, the customer cannot rely on and refer to agreed deadlines for completion, unless they are reasonable nevertheless.
4. If the customer does not fulfil his payment obligations, we shall be entitled to suspend any further deliveries, reserving the right to further claims at the same time.
5. For call-off orders, the call-offs must be made within 12 months from the date of our order confirmation. After this period, we shall be entitled to inform the customer that he is in default of acceptance in respect of the non-called goods and to invoice either the goods or invoice the materials stored in our warehouse, together with our costs and profit markups.

§ 8 Transfer of Risk / Shipment

1. In the case of mail order purchases, the risk of accidental perishing or deterioration of the goods shall be transferred to the customer (if the customer is an entrepreneur) with the delivery of the goods to the forwarder, carrier or to another person or institution commissioned with the dispatch.
2. For the rest, the risk of accidental perishing or accidental deterioration of the delivery shall be transferred to the customer with the delivery. This shall also apply to mail order purchases when the customer is a consumer.
3. In case of mail order purchases, we insure the goods only at the request and expense of the customer.
4. Delivery shall also be deemed to have been effected if the customer is in default of acceptance.
5. Any visible or obvious transport damage must be reported immediately in writing to the shipping company or the driver. Acceptance without objection certifies undamaged packaging.
6. Goods shall be dispatched for customer's account. This shall also apply if we use our own vehicles, namely at our discretion without any obligation to choose the cheapest and safest shipping. Packaging is charged separately and will be taken back if delivered to us free of charge. Non-reusable/Euro pallets have to be returned, otherwise they will be invoiced.
7. If the customer requests a particular mode of transport, such as express delivery or special delivery, any additional costs incurred shall be at customer's expense.

§ 9 Returned Goods

1. The return of goods requires our prior written consent, shall be free domicile, with the goods properly packed. The transport risk shall remain with the sender until the merchandise has arrived in our sphere of control.
2. If we are not responsible for the return of goods, we shall be entitled to reduce the credit note by 15% of the sales price, but not less than € 75.00, for costs we have incurred and will incur. The customer shall be entitled to prove that the actual damage has been lower.
3. Custom-made products, separate orders, or cut-to-size products cannot be taken back.

§ 10 Retention of Title

1. We shall retain the title to the delivered products until payment in full of the purchase price. If the customer is an entrepreneur, the retention of title shall apply until all existing claims/outstanding debts resulting from the business relationship with the customer have been settled. The customer shall not be entitled to pledge the goods in the original or a modified state or by way of security without our prior written consent.
2. Until full payment of claims has been received, the customer shall treat the delivered goods with care and shall inform us immediately in case of seizure, damage or loss of the products.
3. The customer shall be obligated to notify us in writing about any impending or implemented impairment of the rights of retention of title (e.g. blanket

assignments or foreclosures).

- In case of a seizure by a third party, the customer shall be obliged to compensate us for costs incurred for appropriate legal action. Upon request, a reasonable advance payment shall be made. Enforcement officials or third parties shall be informed about the ownership status.
- The customer shall only be entitled to resell - regardless of whether unprocessed, processed or combined - in the course of proper business operations. The customer hereby agrees to transfer to us the purchase price claims resulting from this sale as security for all legitimate claims we have, and we accept the assignment.
- If the realizable value of the securities existing in our favour exceeds our claims by more than 10%, we shall be obliged at the customer's request to retransfer or release the securities, at our discretion.
- The customer shall be revocably entitled to collect the assigned receivables; he undertakes to hold received funds in trust and to pay them to us.
- We reserve the ownership in respect of any sales aids/promotional material such as sales booths, samples, etc. provided by us free of charge/on a loan basis. At our request, display stands, samples and sample boards shall be sent back to us in good condition and with carriage paid. Resale is not permitted.
- If the customer is an entrepreneur and suffers a financial collapse/reduction of assets, he shall be summoned to deliver an affidavit about his financial situation. If he or a third party file for composition or insolvency proceedings regarding his assets, we shall be entitled to segregate the goods delivered by us at the customer's premises and to repossess them. We shall be entitled to charge the customer without proof a lump-sum of 15% of the sales price as costs for return and recycling. Proof of higher costs shall not be excluded by this.
- In case of any conduct contrary to the terms of the contract on the part of the customer, we shall be entitled to take the goods back after an official reminder and a final notice, and the customer shall be obliged to hand over the good.

§ 11 Withdrawal Rights

We shall be entitled to withdraw from the contract for the following reasons:

- If, contrary to assumptions existing prior to the contract conclusion, it should turn out that the customer is not creditworthy and our claims against the customer are jeopardized by this. The inability of a debtor to raise credit can be readily assumed in the case of protest of a bill or cheque, suspension of payments by the customer, or an unsuccessful attempt at enforcement on the part of the customer. It is not necessary that the relationship between us and the customer is concerned.
- If it should turn out that the customer provided inaccurate information regarding his creditworthiness, and this information is of considerable importance.
- If goods with retained title (goods supplied under reservation of ownership) are sold outside the customer's course of orderly business, in particular by transferring ownership or pledging. Exceptions to this shall only be possible if we have agreed in writing to a transfer of title/sale in advance.
- If the customer defaults with payment of a liability that is due.
- If the customer has not requested delivery of the purchased goods by the end of the supply period. The right to assert any further claims shall remain unaffected by this.

§ 12 Claims for Defects

- The limitation period for claims for defects is 2 years for consumers, and 1 year for entrepreneurs from date of delivery.
- In case of defects, the customer shall first be entitled to subsequent performance. If the customer is an entrepreneur, the subsequent performance shall be at our discretion either in the form of a repair or replacement.
- If the attempts to remedy the defects should be without success, or if we do not offer an error-free new product version, the customer
- shall have the right to withdraw from the contract or reduce the amount to be paid by a reasonable amount. This shall also apply if we did not carry out subsequent performance within a reasonable period as set by the customer or if we refuse subsequent

performance. The customer shall not have the right to withdraw from the contract as far as there are only minor deficiencies.

- If the customer is an entrepreneur, our public statements, recommendations, claims or advertising shall not constitute a contractual statement or indication of the nature of the product; this also applies to deviations from sample items/sample parts.
- We do not assume guarantees in a legal sense, unless they are granted in writing.
- Claims for damage and disturbances/malfunctions that result from improper handling and/or incorrect use and/or non-compliance with our installation and operating instruction(s), safety instructions and regulations, dosing instructions, transportation and storage requirements/regulations on the part of the customer shall be excluded.
- If the customer is an entrepreneur, he has to check the quality and quantity of received goods immediately.
- The customer shall have to notify us in writing about obvious defects or deficiencies within two weeks of receipt of the products, otherwise claims based on defects will be excluded. Sending the notification in due time suffices to comply with the time limit.
- If the customer fails to promptly provide samples of the material in question or the rejected goods, he has forfeited his rights in respect of the relevant complaint.
- Customary or minor variations in quality, weight, equipment, surface, pattern and colour cannot be recognized as defects.
- Changes in the nature and composition of the materials used, the construction and the equipment of the products that result in equivalent or improved properties due to technical insights or other findings are reserved at all times and do not entitle the customer to assert claims for defects. This also applies to deviations in colour (e.g. indicator measurements); tolerances are possible.
- In case of productions according to specifications, drawings or designs of the customer, the customer shall be responsible for observing compliance with Patent Law, Utility Model Law and Design Law. We shall not be liable for any consequences arising in this context. The customer shall be obligated to hold harmless and/or indemnify us against any third-party claims. If a production is carried out based on customer's drawings or design, the customer shall bear sole responsibility for proper construction and design and for the practical suitability of the parts delivered, even though we provided advice during the development.

§ 13 Liability

- We shall be liable for wilful intent and gross negligence on our part or by our legal representatives and agents. Insofar as there is no wilful intent on our part, the liability shall be limited to the foreseeable, typically occurring damage.
- We shall also be liable in the event of culpable loss of life, bodily injury or damages to health, in the case of fraudulent concealment of defects, or in the case of acceptance of a warranty. In the latter case, the extent of liability is determined by the warranty statement.
- We shall also be liable in the event of culpable violation of such obligations, the fulfilment of which allow execution of the contract in the first place, and on the fulfilment of which (by us) our legal representatives and agents the customer regularly relies and may rely on. Insofar as there is no wilful intent on our part, the liability shall be limited to the foreseeable, typically occurring damage.
- We shall also be liable on the basis of mandatory statutory provisions, such as the Product Liability Act.
- For the rest, our liability shall be excluded - irrespective of the legal interest to be protected.
- Claims for damages by a customer shall expire one year from date of delivery. This shall not apply in the case of wilful intent, gross negligence, fraudulent concealment of a defect or if the defect results in an injury to life, body or health.
- In case of loss or damage, we will not replace or pay damages for any samples and templates, etc. sent to us.

§ 14 Choice of law

The laws of the Federal Republic of Germany shall apply; the provisions of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall be excluded.

§ 15 Jurisdiction clause

If the customer is a merchant, legal entity under public law or special fund under public law, the place of jurisdiction for all legal disputes arising out of, or in connection with, this contract shall be our company's registered office. The same shall apply if the customer has no general place of jurisdiction in the Federal Republic of Germany or whose place of domicile or habitual residence are not known at the time legal proceedings are instituted.

§ 16 Prohibition of assignment

The customer requires our written consent in order to transfer his rights under this contract. This does not apply in case of § 354 HGB (German Commercial Code).

§ 17 Severability clause

Should any provision of these General Terms and Conditions be or become invalid, this shall not affect the validity of any of the remaining provisions. Invalid provisions shall be replaced with valid provisions that come closest to the intended commercial purpose.

(Date 01.02.2020)