

General Terms and Conditions

I. Scope of these General Terms and Conditions

- Our deliveries, services and offers are exclusively based on these General Terms and Conditions, even if these are not explicitly referred to during future business transactions.
- Deviating General Terms and Conditions of the contract partner will only be part of the contract to the extent that they do not contradict our General Terms and Conditions, and provided that we expressly accept them in writing.

II. Offers, orders, sample and quality specifications

- Offers are subject to confirmation and non-binding. Unless stated otherwise, they are quoted ex works.
- Orders are only binding for us if we acknowledge them or if we fulfil them by delivery of the goods. Ancillary verbal agreements are only binding for us if we confirm them in writing.
- According to our best knowledge, any analytical data and specification of other quality features correspond with the present state of research and with our development.
- Dimensions, weights, patterns and other performance data are only binding if they are expressly agreed in writing.

III. Prices

- Provided that no price has been agreed for the goods, they are charged according to the prices applicable on the day of dispatch. The purchase tax and, if applicable, the statutory stockpile fee will be charged separately at the rate applicable on the day of dispatch.
- In addition to the agreed prices and/or those prices applicable on the day of dispatch, we are entitled to request reimbursement of the expenses required for delivery, provided that they incur after conclusion of the contract, irrespective whether they are based on legal or other terms or actual circumstances. This includes in particular export and import charges (f. ex. customs duties, levy charges and taxes), loading and unloading charges, freight charges and shipping expenses. In this case, the customer has the right within 14 days after notification of the price increase – however, at the latest 2 days before the agreed delivery date – to withdraw from the contract.
- If the delivery of goods with duty paid or unpaid has been agreed, all public charges will be at the customer's expense. The receiver must submit us a valid permit, if applicable, upon delivery at the latest. Irrespective of his fault, the customer shall be liable for all public charges that we must pay due to utilisation of the goods other than for the intended purpose.

IV. Delivery, delay in delivery, force majeure

- Delivery dates are only binding in case of express written acknowledgement, and even in this case they are always under reserve of the right, timely and complete provision of our company with the raw and ancillary materials required for production of the goods.
- To a reasonable extent, we are entitled to provide partial deliveries.
- We do not assume any liability for delays in delivery due to force majeure or any other inevitable event, which renders impossible or substantially complicates a delivery without our fault. This includes in particular strikes, breakdowns, official actions, lack of transport facilities, difficulties in traffic, war, riot, etc., even if these occur with one of our suppliers. In cases of this kind, we are entitled to restrict or cease delivery for the time of impact, or withdraw from contract. The customer may withdraw from contract if he proves that the delivery is no longer of interest for him after discontinuation of the impairment.

V. Containers, filling

- Leased containers must be returned free from residues and carriage free to our warehouse immediately after the agreed license period. They must not be used otherwise or be contaminated. The customer shall be liable for the loss of or damage to the leased containers in his custody, even if this is not his fault. Leased containers that are not returned in due time or not in a proper state will be charged to the customer with their replacement value.
- In case of delivery by road tank cars, the customer must ensure immediate readiness for receipt at the agreed delivery date. He shall be liable for all costs and damages resulting from delayed draining.
- Leased tank wagons are made available to the customer rent-free for travel to and from the customer, and for a maximum of 48 hours for draining. In case of delayed return, the customer must pay the rental fee usual in the market for the duration of exceeding the deadline. The return freight for empty tank wagons will be at the customer's expense.
- Containers made available by the customer (incl. tank wagons and road tank cars) must be supplied ready for filling to our filling station. We are not obligated to check these containers for suitability or cleanliness. They are used at the customer's risk. We are not liable for contaminations of the goods as a result of dirty containers provided by the customer.

VI. Delivery, receipt

- After unconditional acceptance of the goods by the carrier or other agents of the customer, any complaint as a result of the

external state (packaging, weight, etc.) shall be excluded.

- The weight determined and calculated by us shall be decisive, unless the customer requests a weight control at his expense. Any weight deviation may only be objected immediately after receipt of the goods, and only if it has immediately been properly ascertained – if possibly by official recording.

VII. Acceptance period, default of acceptance

- Unless expressly agreed otherwise upon ordering, the customer must accept the ordered goods within 14 days after the delivery date specified in the order acknowledgement.
- If the customer does not accept the ordered goods in time, or if he defaults acceptance for any other reasons, we are entitled to deliver the goods to the customer at his expense and risk, or to place them into stock at his expense and charge them as delivered, or to refuse delivery. Irrespective of the aforesaid, we will be entitled to claim damages from the customer for the loss resulting from the default.
- Upon default of acceptance, the risk of accidental deterioration or destruction will pass to the customer.

VIII. Passing of risk

- The risk of accidental deterioration or any destruction will pass to the customer as soon as the shipment has been passed over to the person responsible for the transport or has left our warehouse for dispatch. Even in case of carriage-free delivery, the goods will be dispatched at the customer's risk.
- If delivery becomes impossible for reasons that are not within our responsibility, the risk of accidental deterioration or any destruction will pass to the customer upon notification of readiness for dispatch.
- If we follow dispatch instructions provided by the customer, we are acting without any liability for the customer's account and at the customer's risk.

IX. Warranty and liability

- The customer is obligated to check the goods immediately after receipt. Obvious defects must be notified immediately, hidden defects immediately after their identification. We do not assume any liability for goods, which have been processed or sold despite obvious defects or after identification of a hidden defect without our approval.
- In case of quality complaints, the customer must immediately submit a sample of at least 1 litre. In addition, we must be granted the possibility, if necessary, to take any measures required for verification of the complaint on site.
- In case of justified complaints, the customer will be entitled to a replacement delivery or, at our option, to a reduction of the purchase price requested by him. If the replacement delivery should fail, the customer will at his option have the right of rescission or reduction. Any further claims of the customer shall be excluded.
- Unless we have excluded the customer's claim for reimbursement of expenses according to § 478 sec. 2 BGB by granting an equivalent compensation, in case of re-selling the goods to a user the customer is obligated to refuse supplementary delivery according to § 439 sec. 3 BGB, if the prerequisites stated in this article are given. When re-selling the goods to a merchant, the customer must also engage this merchant for the aforementioned purpose. In case of infringement of the obligations mentioned above, we are not obligated to reimburse such expenses that would not have incurred in case of justified refusal of supplementary delivery according to § 439 sec. 3 BGB.
- To the extent that we are obligated to pay damages, our liability shall be limited to replacement of the usually foreseeable loss, which does not include indirect and consequential damages including lost profit.
- The disclaimer and limitation of liability above shall not apply for claims for damages as a result of gross fault (intent or gross negligence), in case of breach of cardinal obligations which are essential for the contract, and in case of lack of an express written guaranteed quality.
- Irrespective of the prompt duty to examine and notify any defects according to number 1 above, the customer's claims will prescribe 1 year after delivery of the goods at the latest, unless extended statutory limitation periods are mandatory.
- Provided that the customer is no merchant and no public body and/or special funds under public law, the aforementioned obligations, disclaimers and limitation of liability of the customer shall only apply to the extent that they are not opposed by any mandatory statutory provisions. The customer not being a merchant or public body and/or special funds under public law shall in particular be entitled to the statutory warranty period, contrary to numbers 1 and 6 above.

X. Payment

- Unless expressly agreed otherwise in writing, payments must be effected without any deductions within 14 days from the date of invoice. If the payment period is exceeded, subject to increased damages we will claim interest in the amount of the debit interest customary for banks, however, at least in the legally prescribed amount (§ 288 BGB).
- In case of delayed payment, as well as justified doubts about the solvency or creditworthiness of the customer, we are

entitled – irrespective of our other rights – to request securities or advance payments for any outstanding deliveries, and to demand that all claims from the business relationship shall be settled without any delay.

- The customer is only entitled to offset – merchants and public bodies and/or special funds under public law are in addition entitled to claim right of retention – if the counterclaim is unjustified or has been legally determined.

XI. Retention of title

- We shall retain title of the supplied goods (goods subject to retention of title) until settlement of all claims that we are currently or in the future entitled to – irrespective of the legal basis – against the customer.
- The customer shall have the right to re-sell the goods subject to retention of title in the course of proper business operations until recall that is possible for important reasons. An important reason for recall is in particular delayed payment by the customer. If the purchaser of the customer claims a prohibition of assignment with regard to the customer's purchase price claim, this does not constitute a sale in the course of proper business operations.
- In case of admissible re-sale, the customer hereby assigns his claims received from the re-sale to us in order to secure our claims. We accept this assignment. The customer is authorised to collect the assigned claims as long as he meets his payment obligations with us as stipulated in the contract. Otherwise we will be entitled to the collected amounts, which must be kept separate from the customer's other assets and must be immediately paid out to us. The customer is not authorised to assign these claims for the purpose of collection of claims in the course of factoring, unless the obligation of the factor is justified at the same time to directly effect the counterclaim to us in the amount of our share of the claims as long as we still have claims against the customer.
- If the goods subject to retention of title are mixed or processed with other items, we are entitled to joint ownership of the item that resulted from the mixture or processing, proportionately to the value of the goods subject to retention of title. Numbers 2 and 3 above shall apply correspondingly in this case.
- The exercise of the retention of title does not mean withdrawal from the contract.
- The customer must immediately inform us in writing about any access of third parties to the goods in our possession, as well as to any claims, stating all information required for an appeal according to § 771 ZPO.
- If the value of securities exceeds our claims by more than 20%, we will insofar release securities at our option by request of the customer.

XII. Place of performance and legal venue

- Place of performance for all mutual services shall be Duisburg.
- The legal venue for all disputes arising from the business relationship shall be Duisburg, provided that
 - the customer is a merchant, public body or special funds under public law,
 - the customer relocates his domicile or common residence abroad after conclusion of the contract, or
 - at the time of filing an action the domicile or common residence of the customer is unknown.

XIII. Applicable law, partial nullity

- The entire legal relationship between us and the customer shall exclusively be governed by German law.
- If any provision of these General Terms and Conditions or of the contract with the customer should be or become invalid or inapplicable, this shall not affect the validity of the remaining provisions of these General Terms and Conditions or of the contract. Instead of the invalid or inapplicable provision, the provision is to apply which the Parties had agreed on if they had known about the invalidity or inapplicability, in order to come as close to the economic purpose of the invalid or inexecutable provision as possible.