



General Conditions of Sale

1. Quotations, conclusion of contracts

1.1 The following General Terms of Supply are valid for all deliveries and services being effected by us. Deviating conditions of the buyer are non-binding. The receipt of deliveries or services means the acceptance of our conditions.

Furthermore, for export business the INCOTERMS of the International Chamber of Commerce in Paris are valid in its present edition.

1.2 Our quotations are non-committally, if not otherwise explicitly agreed.

1.3 The documentation relating to the quotation, such as leaflets, samples and weight indications are only roughly relevant as far as they are not explicitly indicated as binding.

1.4 Extra agreements, variations and deviations from these delivery terms have to be specified in a written form by the supplier.

2. Prices

2.1 Unless otherwise agreed, the prices are ex works excluding freight, customs, additional import levies and packing plus VAT corresponding to the current legal percentage.

2.2 In case of considerable increase of order-relating costs after conclusion of the contract, the contract partners are obliged to discuss an adjustment of prices. In case the buyer does not promptly reject, the weights, numbers and quantities determined by the supplier are relevant for the calculation.

2.3 For new orders (= following orders) the supplier is not obliged to grant previous prices.

2.4 Both quantities and weights determined by the supplier are relevant for the pricing.

3. Supply

3.1 Considerable unexpected disturbances, which the suppliers is not responsible for, such as exceeding delivery times or even missing supplies of the supplier, lack of raw material, energy or manpower, strike, lockouts, difficulties with transportation, traffic difficulties, forces of nature and other cases of force majeure regarding the supplier and his sub-supplier, might prolong the delivery time by the period of the delivery hindrance as far as it is of importance for the delivery of the material. The supplier informs the buyer of the beginning and the end of such hindrance soonest possible. In case the supply is thus delayed by more than one month, the buyer as well as the supplier under the exclusion of any further claims is entitled to withdraw from the contract as far as delivery problems of the ordered quantity are concerned.

3.2 Appropriate partial supplies as well as reasonable deviations from the quantities ordered by up to plus/minus 10 % are allowed.

4. Transport, transition of liability, packing

4.1 Unless otherwise agreed, the supplier will choose route and way of dispatch regarding fairly the buyer's wishes.

4.2 After having been dispatched or picked up the goods, the risk of sinking, loss or damage of them is passed to the buyer as soon as the buyer has got notice of the goods being at his disposal, this also being valid for free deliveries.

4.3 Goods which are subject of complaint may only be returned with the explicit approval of the supplier.

4.4 Lend-packing has to be returned by the buyer at his charge immediately. Loss and damage of lend-packing is at the charge of the buyer in case of his responsibility and as far as it has not yet been returned to the supplier. Lend-packing is not allowed to be used for other purposes or for taking up other products. Is is only determined for the transport of the supplied goods. Markings may not be eliminated.

5. Payment

5.1 Invoices are payable immediately net without any reduction if not otherwise agreed in writing.

Drafts will only be accepted on special agreement including any collection and discount expenses incurred.

5.2 Any withholdings or charges resulting from possible claims of the buyer which have not been approved by the supplier are excluded.

5.3 In case of non-compliance with agreed payment terms or other circumstances indicating with regard to bank-common standards a serious financial setback of the buyer, the supplier's invoices basing on the same legal relationship will consequently become due immediately.

6. Claims, guarantees, liability

6.1 Claims with regard to type or quantity have to be announced in writing to the supplier latest within 14 days after receipt of the goods, in case of hidden claims latest within 7 days after their discovery indicating invoice- and dispatch-number, product description and batch-number. Claims are no longer admitted if there is no possibility for the supplier to recheck the claimed goods. In case of claims the buyer has to send a sample of at least 1 kg of the claimed goods to the supplier.

6.2 The buyer has to check - if necessary by sample application - if the supplied material is suitable for the intended use.



6.3 In case of properly indicated and reasonable claims, the supplier is obliged to substitute delivery, cancel the sale contract or make a reduction within an adequate period of time according to his choice. Whatever possibility he chooses he has to declare at once. In case the supplier does not fulfil this obligation, the buyer has the right to choose between these alternatives.

6.4 Further claims are excluded. Especially there is no liability of the supplier for damages not occurred to the supplied item, for missed profit or other loss of property. This is not valid for intentional damages, culpable negligence or the negligent offense of a contract duty. Also the liability for personal injuries according to the Product Liability Act (Produkthaftungsgesetz) remains unaffected.

6.5 The exclusions from liability are also valid for personal liability of employees, workers, representatives and accomplices.

6.6 The liability of the supplier for assured quality is not limited by the aforesaid regulations.

7. Technical advice

7.1 Technical advice is given by the supplier to the best of his knowledge. All particulars and informations with respect to suitability and application of the products do not release the buyer from own tests and trials regarding the suitability of the product for the intended procedures and purposes.

8. Reservation of title

8.1 The supplier retains ownership of the goods until the buyer has fulfilled all his obligations from the current and future business relations with the supplier.

8.2 With the application of the delivered goods by the buyer, the supplier is considered as manufacturer and obtains property of the newly-resulting goods. In case the application is executed with other materials, the supplier obtains the joint-property in relation to the invoice value of the delivered goods and the other materials. In case of connection or mixture of the supplier's goods with an item of the buyer whereby this item is considered as the main article, the supplier obtains the joint-property of the main item in relation to the invoice value of the delivered goods and the invoice value or - if not available – the current market value of the main item. In this case the buyer is the safekeeper.

8.3 The buyer is obliged to store the reserved goods carefully and to insure them at his own expense against getting lost and damage. He transfers his claims arising from the insurance contracts to the supplier in advance.

8.4 The buyer is entitled to dispose of the goods being in the ownership of the supplier in a normal business as long as he fulfills his obligations

of the business relation with the supplier in due time.

8.5 The buyer already now transfers all claims from the sale of those goods for which the supplier has obtained the rights of ownership, and this to the extent of the supplier's relevant share of ownership regarding the sold goods.

In case the buyer combines or mixes the supplied goods with a main item of a third party against payment, he already now transfers his claims for payment towards the third party up to the amount of the invoice value of the delivered goods as a security to the supplier.

8.6 Upon the supplier's request the buyer is obliged to inform his customers about the transfer and provide the supplier with any necessary information and documentation for claiming his rights on the buyer's customers.

8.7 In case of the buyer's default, the supplier is entitled even without practising the right of withdrawal and without further prolongation, to require the temporary return of the goods being in his property at the expense of the buyer.

8.8 In case the supplier's legitimate securities exceed the supplier's claims to be secured against the buyer by more than 20 percent, the supplier upon request of the buyer so far is obliged to release securities according to his choice.

9 Data protection

We are authorized to work with data referring to the buyer and obtained either from the buyer himself or from third parties with regard to business relation or in connection with the supply in the sense of the Federal Data Protection Act (Bundesdatenschutzgesetz).

10 Place of fulfillment and court of law

10.1 Place of fulfillment for the supply is the supplier's relevant place of dispatch, that for the payment is his domicile.

10.2 Rüsselsheim is determined to be the competent Court of Law / Jurisdiction for all possible disputes. This is also valid for certificate, draft and cheque cases.

11 Applicable law

11.1 The law of the Federal Republic of Germany is applicable exclusively.

11.2 The applicability of the agreement of the United Nations of April 11, 1980 regarding contracts for the international purchase of goods is explicitly excluded.

AGB 7.93

CTP Chemicals and
Technologies for
Polymers GmbH,
Stahlstr. 60
65428 Rüsselsheim