General Terms of Business
BODO MÖLLER CHEMIE

I. Scope of application

The following Terms of Business shall apply exclusively in relation to companies, private partnerships and similar business forms of the private sector public limited (GMBH or GmbH & Co. KG).

II. Negotiation of Agreement; Guarantees

1. Our offers are non-binding, with particular reference to pricing, quantities, delivery deadlines and delivery capacities. Agreements are held to be negotiated only upon our written confirmation of an order. The confirmation of the order, and the content of the written confirmation of order, are the determining criterion of the agreement. If the purchaser does not promptly issue written contestation, the confirmation of order shall be considered to have been issued.

2. The characteristics of specimens and samples may be held to be binding only in pursuance of an express, written agreement. In the event of any discrepancy between such samples and the agreed product or any other deficiency or information and material shall be regarded as only a guideline, and may become a binding constituent of a contract if they are stated to be so or if the contents of the sample were accepted in writing or otherwise.

3. Deliveries shall be made as cargo consignments. Any risk is transferred to the purchaser once we have handed the goods over to a carrier or shipper. The same shall apply even if we have ourselves directly transported the goods.

4. Any complaints concerning delays in transportation, incorrect messages or damage in transit must be presented promptly by the purchaser to our shipper or carrier, and we must be notified in writing.

5. If we have agreed to transport the goods to a place of delivery outside of Germany – as an additional service – the provisions laid down in Section VII of these Terms of Business.

6. Deliveries are deemed to have been delivered in due time and on schedule to the extent that they were necessary for the exporting or for the delivery of the goods. The same shall also apply in respect of notifiable capabilities. An agreement is held to have been negotiated only upon our written confirmation of an order. The confirmation of the order, and the content of the written confirmation of order, are the determining criterion of the agreement. If the purchaser does not promptly issue written contestation, the confirmation of order shall be considered to have been issued.

7. The provisions of this contract shall be governed by the law of the German Federal Republic. In respect of products purchased from us, the purchaser is under obligation to adhere to, and to obey, all applicable trading embargoes. This relates both to German and foreign national regulations and in particular to the regulations established by the UN purchasing law.

8. Any product that has been the subject of a complaint by us must, at our request, be sent back to us without us being charged any carriage costs. Should any complaints be found to be justified, then we shall reduce the costs of the granted discount and the related VAT. In the event of any deficiency, or if the deficiency was already identifiable to the purchaser at an earlier date, subject to any normal utilisation, then this earlier date shall constitute the deadline within which any complaint must be transmitted.

9. The guarantee period shall be one year following delivery.

10. We shall be subject to the laws of a country of business, to the extent that the contract has been agreed and to which the clause has been agreed. The representation of the guarantee shall be cancelled if the product is used in a commercial manner.

III. Charging; Payment; Arrears

1. Prices are understood to apply exclusive of VAT at the statutory rate, and exclusive of external packing and the costs of dispatch. Prices are calculated on the date of delivery subject to the 1st lists prices applicable on that date. In the event of prices being increased, the purchaser may withdraw from the agreement within one week after the date of learning of the price increase.

2. Amounts invoiced shall fall due for settlement of payment within 14 days from the invoice date.

3. The purchaser shall not be entitled to apply offsets nor to substantiate rights of reservation in relation to the Agreement. The purchaser must bear the costs of any protests or legal proceedings and of any court costs.

4. We shall be entitled to provide delivery of outstanding items exclusively in consideration of payment made within credit terms. The same shall also apply in respect of the provisions laid down in Section VII of these Terms of Business. We shall not be liable in the event of plans negotiated or the partial or full payment of any payment date; the same may be held to be conclusive with the Agreement is deemed negotiated, and bound by any written confirmation of our written confirmation of orders, or if the purchaser does not promptly issue written contestation, the confirmation of order shall be considered to have been issued.

5. The suspension of the written-form requirement must itself be made in writing.

6. The agreement shall be deemed to exist even if the Agreement is negotiated, and bound by the payment of a deposit.

7. In the event of any amendments to these Terms of Business, the purchaser shall be held to have declared its acceptance of the above-mentioned limitations. The Agreement is deemed negotiated, and bound by the payment of a deposit.

8. We shall be held exempt – for the period and extent of any cases of force majeure, strikes, lockouts, public unrest, epidemics and other situations that delay or prevent delivery of the goods or are out of our control – from any liability.

9. Deliveries are deemed to have been delivered in due time and on schedule to the extent that they were necessary for the exporting or for the delivery of the goods. The same shall also apply in respect of notifiable capabilities. An agreement is held to have been negotiated only upon our written confirmation of an order. The confirmation of the order, and the content of the written confirmation of order, are the determining criterion of the agreement. If the purchaser does not promptly issue written contestation, the confirmation of order shall be considered to have been issued.

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