

Terms of Sale and Delivery

1. General:

Unless expressly agreed otherwise, orders are only accepted under our terms and conditions. The purchaser's conditions of purchase do not bind us, even if we do not expressly object to them. Orders and agreements only become binding for us after our written confirmation. Offers are made without obligation.

2. Prices:

Orders are charged at the prices valid on the day of delivery. The prices are net prices plus the applicable VAT. For deliveries to other EU countries, the delivery can be made VAT-free. For this purpose, the valid and actively used tax identification number is required from the buyer based in another EU country.

3. Shipment Delivery Time:

All deliveries are made ex works against invoice and at the risk of the buyer, unless otherwise agreed. We reserve the right to deviate up to 10% from the order quantity. In the case of printed articles, we deliver what the print run results in. The delivery period begins on the day of the order confirmation, but not before clarification of all execution details. In the event of default, the buyer must set us a reasonable grace period. Claims for damages due to non-performance or delay are generally excluded, unless otherwise agreed. Events of force majeure entitle us to postpone the delivery for the duration of the hindrance and a time appropriate to the situation that has arisen, if necessary even to withdraw from the contract because of the part that has not yet been fulfilled. We regard all circumstances that make delivery significantly more difficult or impossible as force majeure.

4. Execution:

The can dimensions are nominal dimensions (round cyl.: diameter x height, round con.: diameter at top and bottom x height, canister cyl.: length x width x height, canister con.: length x width x height at bottom). A specific volume or weight is not guaranteed. Planned sheet thicknesses are adhered to as far as possible. The purchaser is responsible for observing third-party industrial property rights and copyrights, labeling regulations, etc., including in the case of drafts supplied by us. He is solely liable for the consequences of violating such rights and provisions and must indemnify us from all third-party claims. In the case of printed or varnished items, we try to match the prescribed colors exactly, but for technical reasons we cannot guarantee this. Drafts, printing plates and other resources required for the execution of the order will only be invoiced proportionately and therefore remain our property even if these amounts are paid. They may only be used as samples for third parties with our express permission. Drafts and drawings will be charged if no order is placed.

5. Application notes:

We can give advice on application technology based on our current state of knowledge. These are based on laboratory tests and practical experience, but are non-binding and do not represent any guarantee of product properties. Furthermore, they do not release the buyer from the obligation to convince himself of the suitability of the delivered products for the intended purpose.

6. Degrees:

In the case of contracts that are processed in several calls, the term is six months unless otherwise agreed. The individual delivery call-offs should be made in such a way that we have a delivery period of at least three weeks. Defects or delays in a partial delivery do not give the customer the right to withdraw from the remaining quantity. If the contract is not processed in accordance with the contract, we are entitled to send the buyer the quantity not called or to invoice it as delivered, as well as to demand payment or to withdraw from the contract without a request for acceptance or to demand compensation for non-performance. In the interests of our company, we are entitled to withdraw from the purchase contract at any time without giving reasons.

7. Notice of defects:

With the exception of transport damage, complaints must be made in writing within 14 days of receipt of the goods. Transport damage must be documented immediately on the delivery note and reported to us. This also applies to hidden defects, which is why the goods purchased from us must be examined immediately upon arrival. Complaints about the quality must be made known before the goods are processed or used. In the case of defects recognized by us, we can, at our discretion, either grant an appropriate price reduction, or take back the defective goods and deliver a replacement, or pay the equivalent value. Claims can only be asserted if the loss due to these defects exceeds 1% of the total order quantity for round packages and 2% for

non-round products. Further claims of every kind, in particular claims for compensation are excluded. The claim for defects expires no later than one month after we have rejected it in writing.

8. Payment:

Unless otherwise agreed, the invoice amount is due 14 days after the date of issue of the invoice.

9. Retention of title:

All goods delivered, paid for or not paid for by us remain our property as long as we have claims of any kind against the buyer from the business relationship. In the case of treatment or processing of the delivered goods, we remain co-owners according to Section 950 of the German Civil Code, without any obligations arising for us as a result. It is agreed that the buyer grants us co-ownership in the ratio of the value of our reserved goods plus the processing value to the value of the filling goods and other packaging materials. We become co-owners of the new movable item within the meaning of § 950 BGB or of the unitary item created by connection or mixing according to §§ 947, 948 BGB. In any case, the buyer keeps the item for us free of charge. The buyer is entitled to sell the reserved goods for us in the ordinary course of business in his own name. He is obliged to secure our rights when reselling reserved goods on credit. The buyer hereby assigns his claim from the resale to us. We accept this assignment. At our request, the seller must inform us of the debtors of the assigned claim and notify the debtors of the assignment. The buyer must inform us immediately of any enforcement measures by third parties against the goods subject to retention of title or the claims assigned in advance or other impairments, handing over the documents required for an intervention. We undertake to release the securities to which we are entitled under the above provisions at our option at the request of the buyer insofar as their value exceeds the claims to be secured by more than 20%.

10. Packing:

The pallets, lattice boxes and transport frames not purchased for a fee must be returned to us in good condition and carriage paid immediately, at the latest within four weeks. If the deadline is exceeded, we reserve the right to charge for packaging.

According to the Packaging Act, we are obliged to take back the transport packaging with which we deliver our products to you. Please contact the sales representative responsible for you.

11. Place of performance and place of jurisdiction:

The place of performance for all mutual claims arising from this contract is the registered office of our company, Limburg, Anna-Ohl-Strasse 1. The place of jurisdiction for all claims and obligations arising from the delivery is Limburg. We are entitled to bring an action against the buyer at his general place of jurisdiction.

12. Invalidity of a provision:

If a provision or part of it from these terms and conditions is ineffective, the validity of the remaining provisions shall not be affected thereby.