



I. General:

- (1) Our supplies and services today or in the future are conditional upon the terms contained in this document. They shall also apply to any subsequent order even if we do not specifically indicate these in each individual case. Any deviating regulations must be in writing. The customer's terms of purchase shall not apply even if it is not expressly contradicted.
- (2) Deliveries or service agreements are non-binding until they are confirmed by us in writing. Any collateral agreements, amendments to or supplements of this agreement must be in writing in order to be valid. This also applies to technical information, suggestions and the warranty of features concerning the delivery item.

II. Prices, Dispatch:

- (1) The weights and quantities at the time of dispatch are authoritative for the invoicing of goods. In the event that the production costs for the delivery item shall increase by more than 5 % within one month after receipt of order, invoicing will be made in accordance with the increased price basis.
- (2) Dispatch of goods takes place at the risk of the buyer, even if the freight charges are borne by us. The risk of accidental deterioration and perishing of the delivery item is being devolved to the buyer with its transfer to the forwarder, resp. carrier. With collection of goods, the transfer of perils to the buyer takes place at the end of the workday following the day when ready for dispatch. Damage or loss of the delivery item during transport has to be notified by the buyer without delay, so to be able to order an inquiry regarding the facts of the case from the carrier.
- (3) The buyer shall bear the transportation costs provided that this is not otherwise agreed.

III. Retention of Title:

- (1) The delivered merchandise shall remain our property until full payment of all claims outstanding at the date of invoice. The retention of title also applies to the accredited account balance, as far as the receivables towards the buyer are being booked on open account (current account retention).
- (2) The retraction of the delivery item by us does not imply the rescission of the contract. Distraints or other interferences of third parties have to be notified by the buyer in writing without delay. Orders beyond the due transaction, in particular transfer by way of security and pledging of goods, are inadmissible.

E. Epple & Co. GmbH

Sealing compounds // Adhesives // Cast resins
Hertzstrasse 8
D-71083 Herrenberg

Tel +49 (0) 70 32/97 71-0
Fax +49 (0) 70 32/97 71-50
E-Mail info@epple-chemie.de
Web www.epple-chemie.de





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- (3) The buyer is entitled to sell and process the delivery item in regular business dealings. The customer thereby transfers his claims towards third parties from the resale to us. If the customer obtains sole or joint ownership by combining, blending, mixing or processing or modifying our delivered merchandise, we shall be entitled to ownership or joint ownership of the new object. The buyer remains authorized until the assigned debts are collected, as long as he duly discharges all payment obligations. This authorisation ends, as soon as the buyer is defaulting. In that case we are entitled to ask the buyer for disclosure of assigned debts and their debtors, for handout of all relevant proofs necessary for collection and for announcement of the cession to the debtors (third parties).
- (4) If the value of the assignments granted to the seller exceeds the moneys due to him by more than 20 %, the seller is obliged at the request of the buyer to carry out reassignments and release of assignments of his choice.

IV. Payment, Offsetting:

- (1) Payment of the invoice amount is due immediately after receipt of invoice unless otherwise agreed. After expiration of this time limit, the customer gets into default without additional reminder, whereas statutory interests are to be paid by the customer for the default period in question. We reserve the right to provide evidence for higher default damages and to assert them accordingly. Dunning costs of EUR 5,00 per reminder will be charged by us.
- (2) Drafts and cheques will only be accepted after previous agreement and only on account of performance. All costs arising from them shall be borne by the customer immediately and by cash.
- (3) The crediting of an invoice receivable can be revoked, as soon as the buyer does not duly comply with his payment obligation or in the case that circumstances arrive, which give reason to the presumption that the compliance is imperilled. This applies correspondingly to the revocation of the respite agreement, which is basic for the acceptance of cheques or drafts on account of payment.
- (4) The buyer can offset his counterclaims, resp. exercise his right of retention only, if these are acknowledged by us, resp. if they are legally ascertained by law and in the case that they result from the same contractual agreement.

V. Examination and Notice of Non-Conformity:

- (1) The Buyer shall be obliged to examine the goods immediately after receipt of the same. Any notice shall be considered submitted in due course, if it is received by the supplier in writing within a period of 5 workdays from receipt of goods.
- (2) With failure to file timely complaint – as before – all other contractual or legal claims of the buyer are excluded in as much as legally permissible.

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VI. Liability and warranty:

- (1) We provide warranty for the technical characteristics of the delivery item according to our technical data sheets valid at the time of delivery, resp. in accordance with the samples approved by the buyer. Additional warranty is excluded, unless a specific property had expressly been guaranteed for the delivery item in writing. The buyer is obliged to verify on his own responsibility and risk and at the conditions given at the place of installation, if the delivery item is suitable for the application and processing procedure in question and for the surface, resp. workpiece, subject to be treated (in particular temperature, humidity etc).
- (2) We are not liable for alteration of our products by the buyer or applicator. We are furthermore not liable for their application in deviance with our application guidelines and –prescriptions, with incorrect storage of the same or with their use after exceedance of their expiry date. Warranty in such cases is excluded.
- (3) In the event that our supplies and services are defective, that they fail to provide warranted characteristics or that they become defective by production faults or material shortage within the warranty deed, we shall supply replacement at our cost, as long that the notice of defect is justified and placed in time. Multiple subsequent deliveries are admissible. Should the replacement delivery in reasonable terms fail or should it be missed by us without case, the buyer shall be entitled to ask for price reduction or contract cancellation. The right of contract cancellation does not apply with minor defects only. All other claims of the buyer, regardless of which nature, are excluded, as long as the requirements of § 309 Ziff. 7 BGB nF are not fulfilled and as long as we did not act maliciously.
- (4) The buyer's claim of damages is generally limited to the usual coverage provisions for damages at the time of contract conclusion. As far as we are liable, we shall answer for material- and financial damages to up to max. EUR 100.000 and for personal injury to up to max. EUR 2,6 Mio. in line with the concluded liability insurance. This also applies to consequential harms.
- (5) In the case that a delivery or service is partially defective only, that we are partially defaulting or that we are partially unable to provide the agreed service, the buyer is obliged to accept the partial performance, unless this is objectively not of interest for him.
- (6) We are not liable for damage or destruction due to force majeure.
- (7) All further claims of the customer, regardless of which kind, are excluded unless we acted maliciously or the requirements of § 309 point 7 BGB nF are applicable (injury to life, body, health or gross negligence).

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VII. Final provisions:

- (1) We are entitled to use and save the information obtained within in the scope of the business connection in line with the Federal Data Protection Act.
- (2) If any provisions of this agreement are or become void or ineffective in law, this shall not affect the validity of the remaining agreement. The parties shall agree to replace the invalid provision with an arrangement coming as close as possible to the commercial intentions of the original. The same applies to imperfections in the contract. The rights resulting from this contract are non-negotiable. In the case of claims arising from an exegeses of these Standard Terms and Conditions, the German version shall be valid.

VIII. Place of performance, applicable law, legal venue:

- (1) Place of performance for all claims arising from the order is Stuttgart.
- (2) This agreement is subject to the law of the Federal Republic of Germany, even if the contract is concluded with foreign customers. The application of the Uniform Laws on the International Sale of Goods is excluded.
- (3) The legal venue for all claims and disputes arising from this agreement shall be Stuttgart, as long as the buyer is general merchant. We are entitled to also institute legal proceedings against the buyer at his business location.

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