



✉ Hermann-Ehlers-Weg 2 • D-25337 Elmshorn • Germany

☎ +49 (0) 4121 29 49-0 📄 +49 (0) 4121 29 49 20

@ info@schmidt-chemie.de

GENERAL SALES CONDITIONS

1. Our contracts are exclusively governed by the terms and conditions stated in our sales confirmations and by our following General Sales Conditions. Latest version of INCO-TERMS to apply if not agreed otherwise. We herewith expressly object to General Purchase Conditions of our buyer.
2. Any increases of transportation costs or public fees after conclusion of this contract are for buyer`s account.
3. The purchase price is payable without any deduction on due date; set-off or retention are excluded. In case of delayed payment buyer has to pay interest from day of maturity to definite receipt of payment at a rate of 8 percentage points above the German basic interest rate. In case of reasonable doubts concerning buyer`s ability to pay and particularly if default of payment has already occurred, we are entitled - without prejudice to any other rights - to revoke credit terms granted and to demand payment in advance or sufficient collateral.
4. We are entitled to perform delivery in partlots. In case of delay of our delivery buyer is obliged to grant us a reasonable period of grace of not less than two weeks.
5. Buyer has to inspect the goods promptly after delivery and to give immediate notice of eventual defects, false deliveries or variations in quantity. Delivered goods are deemed accepted if no written complaint is made or if goods have been used, processed, consumed or mingled. Any warranty of quality expires one year after delivery. In case of justified and timely complaints we - in our choice - will wholly or partly replace the claimed goods or refund in total or partly the purchase price. Any other claims of buyer for whatsoever reason are excluded. The filing of a complaint or any other claim does not release the buyer from his obligation of payment.
6. We do not warrant or guarantee that the product is free from patents or other protective rights of third parties. Technical and chemical specifications of the product are no warranty for a particular applicability and do not release buyer from analysing and testing.
7. Claims for damages are only permissible against us, if we acted at least with gross negligence. Consequential damages are excluded. In any case our responsibility for damages is limited to the purchase price for that part for which our delivery was delayed, unperformed resp. defective.
8. Cases of Force Majeure which discharge our suppliers from their delivery obligation shall automatically discharge us from our delivery obligation.
9. The delivered goods shall remain our property until all current and future outstanding debts due to us have been paid in full.
10. Place of Jurisdiction is Elmshorn. The law of the Federal Republic of Germany applies; the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
11. If a provision of these foregoing General Terms and Conditions is or becomes legally invalid, the validity of the remainder of the provisions shall not be affected thereby.

GENERAL PURCHASE CONDITIONS

The terms and conditions governing this contract are exclusively those in the Purchase Confirmation and enclosures, if any. As far as no other agreements have been made the latest version of the INCO-TERMS is to be applied to this contract. Even if not expressly objected to, seller`s general sales conditions shall not apply.

Packing of the product must be suitable and in accordance with international regulations in force for the carriage by rail, and/or road, and/or sea and/or air.

Place of Jurisdiction is Elmshorn. The law of the Federal Republic of Germany applies. The United Nations Convention on contracts for the international sale of goods shall not apply.
