

General Terms and Conditions of UNICOL Deutschland GmbH

A. Validity

1. The following General Terms and Conditions apply for all new, current and future sales, deliveries and other business relations between UNICOL DEUTSCHLAND GMBH and its customers.
2. Any conditions that deviate from UNICOL DEUTSCHLAND GMBH's General Terms and Conditions are not binding and will not be acknowledged, even if UNICOL DEUTSCHLAND GMBH does not contradict them expressly despite knowing them.
3. In case of contradictions between the German and English version of the General Terms and Conditions, only the version of language will be valid in which the contract has been concluded.

B. Conclusion of Contracts

1. All offers of UNICOL DEUTSCHLAND GMBH are generally without obligation and non-binding unless they are expressly marked as binding offers.
2. In case of written customer orders, the conclusion of contract with the customer will be effected by the delivery of the ordered goods. UNICOL DEUTSCHLAND GMBH expressly reserves the right to not accept orders, even without a written notice or specific causes. Should the customer make specific demands on UNICOL DEUTSCHLAND GMBH's services, he must inform UNICOL DEUTSCHLAND GMBH in writing prior to the order confirmation, upon which UNICOL DEUTSCHLAND GMBH will have the right to either accept or deny the order in writing within two weeks after receipt of the written order. In any case, the customer will be bound to his offer within the two-week period.
3. UNICOL DEUTSCHLAND GMBH reserves the right to carry out modifications of its products without special consent of the customer, as long as these are caused by the general technical development or represent technical or functional improvements. Furthermore, minor deviations of colour, size, shape etc. are permitted as long as these are not unreasonable for the customer.

C. Deliveries

1. The delivery times stated by UNICOL DEUTSCHLAND GMBH are approximate and non-binding, unless fixed dates are expressly agreed upon in an individual contract. In case an estimated or agreed delivery date will probably not be met, UNICOL DEUTSCHLAND GMBH will immediately inform the customer of the delay and provide him with the expected new delivery date.
2. UNICOL DEUTSCHLAND GMBH reserves the right to effect partial deliveries.
3. Should UNICOL DEUTSCHLAND GMBH be responsible for a delay in delivery of more than 30 days, also for partial deliveries, the customer is obliged to grant an appropriate extension of time for effecting the delivery. In any case, this time extension must at least be eight weeks. Any fault of UNICOL DEUTSCHLAND GMBH's agents or proxies are within UNICOL DEUTSCHLAND GMBH's responsibility. Only upon expiration of the appropriate time extension, the customer is entitled to withdraw from the contract or to claim damages due to non-performance. In these cases, the liability for damages is limited to the typically arising and predictable damage.

4. In case of delivery delays caused by the customer, the risk will be transferred to the customer upon the notice of readiness for dispatch. The customer is obliged to bear the costs for storage including all insurance charges for the stored goods.

D. Prices

1. Prices in the price list are in € Euro. UNICOL DEUTSCHLAND GMBH's prices are to be understood that they are not including packaging or actual carriage/handling. The prices do not contain any customs fees, taxes or any other duties. These will be charged to the customer separately.
2. Unless something else has been agreed upon individually, the prices of the pricelist that is in effect at the time of conclusion of contract are valid. Should the customer wish to alter the agreed delivery times, UNICOL DEUTSCHLAND GMBH has the right to demand the valid prices of the pricelist that possibly has been modified in the meantime.

E. Packaging

1. UNICOL DEUTSCHLAND GMBH will pack the products according to standards usual in the trade and the common practice for international deliveries, while considering the concrete circumstances. In case the customer desires a special kind of packaging, he has to bear the cost for it and refund to UNICOL DEUTSCHLAND GMBH if necessary.

F. Payments

1. The customer is not entitled to effect any deductions, discounts etc. from the invoices without a separate arrangement with UNICOL DEUTSCHLAND GMBH. Should the customer come into default of payment, UNICOL DEUTSCHLAND GMBH will be entitled to demand interest of 5% above the interest rate of the European Central Bank for longer-term financial contracts. If UNICOL DEUTSCHLAND GMBH is able to prove to the customer that a higher delay damage has been done, UNICOL DEUTSCHLAND GMBH will be entitled to enforce this damage. The customer is entitled to prove to UNICOL DEUTSCHLAND GMBH that a considerably smaller damage or no damage at all has come into being as a cause of the delay in payment.
2. In case it is UNICOL DEUTSCHLAND GMBH's assessment that the fulfillment of the payment claim is endangered due to a deterioration of the customer's financial circumstances, which occurred or which became known after conclusion of the contract, UNICOL DEUTSCHLAND GMBH is entitled to demand immediate payment of all or some of the open invoices, even from other orders that are not yet due. UNICOL DEUTSCHLAND GMBH is furthermore entitled to hold back products that have not yet been delivered as well as stop the processing of current orders and to withdraw from contracts that have already been concluded with the customer, unless the customer renders a prepayment or another appropriate security. UNICOL DEUTSCHLAND GMBH is also entitled to re-claim products that have been already delivered.

3. The customer is obliged to inform UNICOL DEUTSCHLAND GMBH immediately if a process of insolvency, closing of business, liquidation of company, inability to pay, sequestration or a restructuring process is initiated by or against the customer.

4. The customer can only offset with counterclaims that are legally binding, undisputed or acknowledged by UNICOL DEUTSCHLAND GMBH.

G. Warranty

1. The products delivered must be inspected for faults immediately upon reception. In case there is an obvious fault, the customer must inform UNICOL DEUTSCHLAND GMBH in written immediately or latest within a period of 3 working days after the delivery, otherwise the corresponding warranty claims will be cancelled.

H. Liability

1. Unless differing legal rules are in conflict, UNICOL DEUTSCHLAND GMBH generally is liable only in case of own intentional or grossly negligent behaviour respectively such behaviour by UNICOL DEUTSCHLAND GMBH's agents or proxies. As far as UNICOL DEUTSCHLAND GMBH is not charged with intentional or grossly negligent breach of contract, UNICOL DEUTSCHLAND GMBH is liable only in case essential contractual duties (cardinal duties), and in this case the compensation liability is limited to the foreseeable, typical damage.

2. UNICOL DEUTSCHLAND GMBH is not liable for damages that have been caused by acts of God, such as fire, floods, earthquakes or other catastrophes, war, embargoes, civil unrest and industrial action.

3. UNICOL DEUTSCHLAND GMBH will release the buyer from third parties' claims which allege that UNICOL DEUTSCHLAND GMBH's products violate their patents or other protective rights. The customer must inform UNICOL DEUTSCHLAND GMBH immediately when he takes note of such claims. The customer must provide UNICOL DEUTSCHLAND GMBH with all the information necessary to enable UNICOL DEUTSCHLAND GMBH to defend its rights. UNICOL DEUTSCHLAND GMBH is not liable for damages caused by the customer's failure to do so. UNICOL DEUTSCHLAND GMBH is not liable for violations of third parties' protective rights that develop by the fact that UNICOL products are being used in combination with other products or being used in a way that has not been authorized by UNICOL DEUTSCHLAND GMBH.

I. Returns

1. Generally, the customer is not entitled to terminate the contractual relations without a reason or to return the products. If an order should be cancelled totally or partially with a reason, UNICOL DEUTSCHLAND GMBH will stop to work on this product if this is possible with reasonable effort. All costs arisen so far in connection with the manufacturing of the cancelled partial order and all costs in connection with the winding up of the contract including a reasonable profit on these costs will be charged to the customer.
2. The customer is only entitled to return products or to step back from the contract if UNICOL DEUTSCHLAND GMBH had previously agreed expressly and in writing.
3. In case UNICOL DEUTSCHLAND GMBH agrees to taking back unused standard products or products that have been manufactured individually for the customer, UNICOL DEUTSCHLAND GMBH is entitled to charge 20% of the net invoice amount as compensation for its expenses.
4. If the agreed delivery date for standard products or for products manufactured especially for the customer is delayed partially or completely by the customer by more than 30 days with the consent of UNICOL DEUTSCHLAND GMBH, the customer pays to UNICOL DEUTSCHLAND GMBH 3% of the net invoice amount per month as arrears damage, effective from the month of the delay, but maximum 15%. The arrears damage is calculated from the 31st day of the delay after the original delivery date. The customer is entitled to prove a lower arrears damage.

J. Applicable law, legal domicile and place of fulfillment

1. If the customer is in related business, legal entity of public law or public legal assets, UNICOL DEUTSCHLAND GMBH's registered office is legal domicile; however UNICOL DEUTSCHLAND GMBH is entitled to sue the customer at his domicile/registered office as well.
2. Place of fulfillment for UNICOL DEUTSCHLAND GMBH's work is Germany, as far as legally permissible.
3. The contractual relations between UNICOL DEUTSCHLAND GMBH and the customer are subject to the law of the Federal Republic of Germany, by excluding the UN convention for the international sale and purchase of goods (CISG).