

Paul Voormann GmbH, D-42551 Velbert, General Terms and Conditions of Business

1. General

In placing a purchase order the purchaser acknowledges our General Terms and Conditions as binding. The purchaser's terms and conditions of purchase shall not be valid, even if we have not expressly opposed such terms.

2. Offers, delivery

Our offers shall be non-binding. We reserve the right to refuse purchase orders in individual cases. Deliveries shall be effected against advance payment if there is any uncertainty regarding the purchaser's solvency. Delivery shall constitute acceptance of the purchase order. Commencement of the delivery period specified by us shall be subject to clarification of all technical issues and to our receiving deliveries on time and correctly. Force majeure, industrial conflicts, war, a shortage of raw materials, a shortage of energy, fire, natural disasters or other major disruptions to operations for which we are not responsible shall entitle us to postpone delivery for the duration of the impediment or to withdraw from the contract; in such cases the purchaser shall not be entitled to claim any compensation. Our delivery obligation shall be deemed to have been fulfilled once the goods have left our premises and/or have been handed over to a carrier/freight forwarder or once a notice has been sent informing that the goods are ready for dispatch.

3. Prices and payments

Delivery shall be effected on the terms and at the prices valid on the respective date on which the goods are dispatched. The prices in the price lists are quoted ex works inclusive of our standard packaging and exclusive of value added tax. Invoices shall be payable within 30 days of the invoice date without any deductions. For payments within 8 days of the invoice date we grant a 2% cash discount. No cash discount may be applied to new invoices where older invoices that are due remain unpaid. If the agreed payment period is exceeded we shall be entitled to charge default interest from the due date at a rate of 8% p.a. above the respective base interest rate as published in the Federal Gazette [Bundesanzeiger].

4. Transfer of risk

Our products shall always be dispatched at the purchaser's risk, even if goods are sold on the basis of charges prepaid by sender. Risk shall transfer to the purchaser when the delivery item has left our works.

5. Warranty and liability

Complaints in respect of quantity, properties or weight or relating to the way goods have been charged must be sent immediately but at the latest within 10 days of receiving the consignment. Complaints shall be evaluated on the basis of product data that have been assured in writing. Minor deviations are possible due to fluctuations in raw materials and as such no complaints may be made for such deviations. In the event of complaints involving quality, the purchaser shall make an original container available to us for testing purposes and shall make this available as soon as possible. In the case of goods that have been returned with our agreement, we may at our discretion either supply the purchaser with a replacement or reimburse the purchase price paid. In both the aforementioned cases we shall be entitled to take back the goods. The purchaser may not assert any more far-reaching claims, especially in respect of a reduction in the purchase price or in respect of compensation for damages. We shall not be liable if the purchaser has modified the goods after delivery. Any verbal or written advice provided shall be non-binding and shall not exempt the purchaser from its obligation to perform independent verification of the products' suitability.

6. Reservation of ownership

The goods shall remain our property until full settlement of all of the purchaser's liabilities under the business relationship. They may be sold in the normal course business, but may not be pledged to a third party or assigned to a third party by way of security. At the purchaser's request we shall release security assigned to us if its value exceeds the total claim being secured by more than 20%. If the goods are sold on, all resulting claims shall be assigned to us by way of security. If the purchaser fails to fulfil its obligations we shall be entitled to collect the claims assigned to us. The purchaser shall be obliged to object to and notify us immediately of any levy of execution by a third party.

7. Place of performance, place of jurisdiction

The place of performance and place of jurisdiction for delivery and payment is Velbert. It is agreed that German law shall apply irrespective of whether matters are brought before German courts, foreign courts or a court of arbitration.

8. Miscellaneous

If individual provisions of these Terms and Conditions of Business are or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall be obliged to agree a new provision that approximates as closely as possible to the intent of the invalid provision.