1. Scope of Application: Our delivery of goods and services are subject to these Conditions of Sale and additionally the applicable statutory law only. Terms that vary therefrom, including any general conditions of purchaser, shall only be considered if they have been confirmed by us in written form. Our delivery of goods, performance of services or acceptance of payments does not constitute acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law.

2. Offers, Contracts: Our offers are made subject to confirmation. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us.

3. Form:
3.1 For the purposes of these Conditions of Sale, (a) "in writing" means in text form (including email, faxmachine, computer-generated letters and telegrams), and (b) "mutually agreed" means that any amendments or changes to these Conditions of Sale including this Section 3.1, and any termination or mutually agreed cancellation of a contract shall be made in written form.

3.2 Offer shall be considered to be in writing.

4. Prices: Unless otherwise agreed in writing, our prices are quoted ex works and do not include the packaging costs. Value added tax shall be payable additionally at the statutory rate in effect on the invoice date.

5. Payment, Set-off:
5.1 Unless agreed otherwise in writing, payment to us by purchaser shall be effected latest 5 days after the delivery or the performance of services.

5.2 Set-off by purchaser is permitted only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction.

6. Place of Performance, Shipment:
6.1 The place of delivery or performance shall be our place of production or storage.

6.2 If shipment has been agreed to be included, we shall ship the goods at purchaser’s risk. Furthermore, we shall determine the manner of shipment, shipping documents and in the event of transport damage we shall promptly inform our carrier and purchaser.

7. Partial Delivery and Performance: Partial delivery and performance shall to a reasonable extend be permitted.

8. Delivery Schedules, Delay:
8.1 If we fail to comply with the agreed schedules of delivery or performance, or other contractual obligations on time, purchaser shall grant us, in writing, an additional delivery or performance period of reasonable length, such period to be at least (3) weeks.

8.2 If delivery or performance does not take place by the end of the additional delivery or performance period and if purchaser for this reason intends to exercise its option to rescind the contract or claim damages instead of delivery, purchaser shall first grant us a further reasonable period for delivery or performance.

Purchaser shall, upon our request, notify us in writing within a reasonable time period, whether it intends, as a result of such delay, to rescind and/or claim damages instead of delivery, or insists on delivery/performance.

9. Transport Insurance: We are authorized to obtain appropriate transport insurance on behalf and at the expense of purchaser in an amount at least equal to the invoice value of the goods.

10. Retention of Title:
10.1 The goods sold shall remain our property until all our claims against purchaser arising from our business relationship with purchaser have been satisfied.

10.2 If the goods have been processed by purchaser, our retention of title shall extend to the new products. If the goods have been processed, combined or mixed with goods of purchaser or of third party, then all relevant rights shall hereby assign to us all its claims arising from such sale/lease and its rights to the extent to which the value of the other goods which have been processed, combined or mixed.

10.3 In the event our goods are combined or mixed with goods of purchaser or of a third party, then all relevant rights hereby assign to us all its claims arising from such sale/lease and its rights to the extent to which the value of the other goods which have been processed, combined or mixed.

11. Security Interests and Resale Rights: If the purchased goods are subject to security interests or to be resold any goods which are subject to our retention of title or sell the new products, if, upon such resale purchaser has not to indemnify us for the invoice price in case of any defects, then purchaser shall grant us, in writing, a further reasonable period for delivery or performance.

Purchaser shall agree with its customer a new contract of sale if this value exceeds €100,000.

12. Partial Delivery and Performance: Partial delivery and performance shall to a reasonable extend be permitted.

13. Complaints: All claims, particularly those relating to defects and delivery shall be submitted to us in writing without delay, but no later than 4 years from the delivery of goods or, in the case of latent defects, within 5 days from the date such defect(s) is discovered or should have been discovered through reasonable investigation. If purchaser does not notify us of claims within such time period or in the agreed form, our goods or services referred to in such non-compliant notice shall be deemed to be delivered or performed in accordance with the contract and these Terms and Conditions. Knowing of defects, our goods, our services or performance purchaser shall only be entitled to raise a claim for such defects if purchaser has reserved such rights in writing at the time of delivery.

14. Rights of Purchaser:
14.1 Purchaser shall have no right to remedies for a defect in our goods or services if the contractually agreed characteristics of the goods and services are or have been substantially impaired. In the event of justifiable and rightfully raised defect claims of the delivered goods or services, we reserve the right, solely at our discretion, to either replace or repair the goods or services. We shall always be granted reasonable time to provide such replacement or repair. If our repair or replacement fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price respectively or rescind.

14.2 Furthermore, purchaser may claim pursuant to statutory law damages and refund of its actual out-of-pocket expenses necessary for the purpose of repair or replacement. For the avoidance of doubt, Section 15 shall apply to claims for damages and refund under this Section 14.2.

14.3 Claims by purchaser against us pursuant to statutory law can only be made to the extent purchaser has not agreed with its customers on provisions exempting or limiting liability, or on provisions excluding liability.

14.4 Notwithstanding Section 14.3, recovery claims by purchaser against us are hereby excluded.

15. Liability:
15.1 We, our legal representatives, employees, and persons employed to perform our obligations shall only be liable for damages and claims for expenses of purchaser, irrespective of the legal basis therefor, whether based on breach of contract, tort and/or due to the negligence of our employees, or personal injury, or on any other legal basis, only if we have acted intentionally or in gross negligence.

15.2 The aforementioned exclusion or limitation of liability shall not apply in cases of damage to life, body or health, or in cases of damage to property that are based on a breach of Section 6.1.

16. Time Limits: Purchaser’s right to claim for warranty, damages or expenses shall expire 1 year from the commencement of the time limit stipulated by law, except for defect claims in relation to goods that were used appropriately in connection with the building to be defective where the time limit shall be 4 years. The above time limits shall not apply if we have acted intentionally or in cases of damage to life, body or health, or if liability is mandatory.

17. Compliance with Statutory Regulations, Export and Customs Regulations, Indemnification, Rescission:
17.1 Unless otherwise agreed in written form, purchaser shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, use, distribution, and export of the goods.

In particular, but not limited to, the purchaser shall not use, sell or otherwise dispose of any of the goods for the development or production of biological, chemical or nuclear weapons; for the unlawfulness manufacture of drugs; in violation of embargoes; in violation of any legal registration or notification requirement; or without obtaining all relevant approvals required under applicable laws and regulations. If purchaser fails to comply with the requirements set forth in the Regulation (EU) 2015/2447.

17.2 Where a statutory or regulatory approval requirement applies to the export of our goods/services at the time of delivery/performance and such export approval is not granted upon request, we shall be entitled to rescind. Delays in obtaining such approvals by responsible authorities will not result in the right to claim for damages.

17.3 We are also entitled to rescind in the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and registration at the time of delivery/performance has not been applied for or granted.

17.4 If the purchased goods are subject to customs preferences due to their preferential origin, we reserve the right to automatically generate and issue all declarations regarding the preferential origin of the goods (supplier’s declaration, invoice declaration) without signature. We confirm that the declaration of preferential origin is made by the purchaser in accordance with our obligations set forth in the Regulation (EU) 2015/2447.

18. Place of Jurisdiction: All disputes arising in connection with sales of goods under these Conditions of Sale have to be resolved under the rules of the International Chamber of Commerce (ICC Rules). The place of arbitration is Dubai.


20. Trade Terms: If any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS), they shall be interpreted and apply in addition will be interpreted and apply in accordance with INCOTERMS 2020.

21. Severability: Should any of these Conditions of Sale be deemed wholly or partly invalid, this shall have no effect on the validity of the remaining terms.