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 thereafter, including any general conditions of purchaser, shall only be considered if they have been confirmed in writing. If in written form, performance 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 only.

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, facsimile, computer-generated letters and telegrams), and (b) “confirmed in writing” means a hand-written document or any amendment confirmed in writing 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. No oral modifications or amendments have been accepted in writing.

3.2 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 by purchaser 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 five (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, Shipments, Risk:
6.1 Unless otherwise agreed in written form, the place of delivery or performance shall be our place of production or storage. Except the provision under Section 6.2, the risk of the goods shall be transferred from us to purchaser upon delivery.

6.2 If shipment has been agreed to be included, we shall ship the goods at purchaser’s risk unless otherwise agreed in written form. Furthermore, we shall determine the manner of shipment, shipment route and carrier.

7. Partial Delivery and Performance: Partial delivery and performance by us shall be a reasonable approximation.

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

8.2 If delivery or performance does not take place by the end of the additional delivery/performance period, purchaser shall be entitled to rescind the contract or request us to continue the delivery/performance. Purchaser shall, upon our request, state in writing the time period, within which we intend, as a result of the delay, to rescind the contract and/or insist on the delivery/performance by us. If Purchaser insists on delivery/performance, purchaser shall, in writing, further perform reasonable performance.

9. Transport Insurance: Unless otherwise agreed in written form, we are authorized to obtain appropriate transport insurance on behalf and at the expense of purchaser in an amount at least equal to the invoiced 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 by purchaser with goods of others, we acquire joint title pro rata to that part of the new products not being the invoiced value of the goods in relation to the total 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 another party, purchaser hereby assigns to us in regard to the new products. If purchaser combines or mixes our goods with a third party for payment, purchaser hereby assigns to us its right to payment from such third party.

10.4 Purchaser may, in the ordinary course of its business, resell or otherwise dispose of the goods, provided that only our goods are resold or otherwise disposed of. The customer shall assign hereunder warranty rights with regard to the new products. If purchaser combines or mixes our goods with goods of third party for payment, purchaser hereby assigns to us its right to payment from such third party.

14. Rights of Purchaser in Case of Defects:
14.1 Purchaser shall have no right to remedies for a defect in our goods or services unless the contractual risk has been transferred to the purchaser. Defects are only substantially impaired. In the event of justified and rightly raised defect claims of the delivered goods or services, we reserve the right, solely at our discretion, to either replace 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. Refund shall be precluded should such expenses be increased because the goods were later transported to a place other than the delivery place originally agreed. For the avoidance of doubt, Section 15 shall apply to claims for damages.

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 extending the statutory rights in cases of defects.

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 deriving from the contract on the basis of 10% of the value of obligations deriving from the contract and/or tort, (i) in the event of intentional malfeasance, gross negligence or gross culpable negligence on our part, the part of our employees, employees or persons employed to perform our obligations, or (ii) if the breach of our contractual obligations violates the essence of the contract and purchaser did not rely, on the rights in case of breach of essential obligations (so-called "material obligations"). In the event of slight negligence in breach of essential obligations, our liability for damages shall be limited to the foreseeable damage typical for a contract of this nature up to €100,000 or equivalent value in other currency or twice the invoiced value of the goods or services in question if this value exceeds €100,000 or equivalent value in other currency.

15.2 The aforementioned exclusion or limitation of liability shall not apply in cases of damage to life, body or health or in other cases of mandatory liability.

16. Time Limits: The time limits to raise claims regarding defects, guarantees, damages or expenses compensation and other disputes between the parties shall exclusively refer to the mandatory stipulations of the law and regulations of the People’s Republic of China.

17. Compliance with Statutory Regulations, Export and Customs Regu- lations, 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, sale and resale under this Section 17.2. 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 or any other weapons of mass destruction, in violation of embargo; in violation of any legal registration or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations.

17.2 Where a statutory or customary approval requirement applies to the export of the goods, or should it be indicated that a notification be given 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 of purchaser 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 results in 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 shall try (without obligation) to provide valid Certificate of Origin that is requested by the authorities.

18. Place of Jurisdiction: Any disputes arising out of or in connection with these Conditions of Sale shall be exclusively under the jurisdiction of the People’s Court where our company has its main establishment. In the event delivery or performance has been set forth above. Our registered address is our main establishment. In the event delivery or performance has not been applied for or granted.


20. Trade Terms: If any trade terms have been agreed pursuant to the Interna- tional Commercial Terms (INCOTERMS), they shall 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.