

General conditions of sale

1. General / Scope

These General Terms and Conditions of Sale of DC&C apply unless otherwise expressly agreed with the buyer. Their validity applies to all deliveries and services of DC&C. We expressly object to any deviating or conflicting General Purchasing Conditions of the buyer.

Our general conditions of sale apply to all future transactions with our customers without us having to refer to

2. Information advice and documents

Information and advice regarding our products are based on our previous experience. The values given with regards to the possible uses of our goods, are only average values and do not represent any information about the quality of the goods.

We cannot assume any obligation to comply with the values and possible uses exactly.

3. Offer and acceptance/conclusion of contract

Our offers are non-committal and non-binding.

Customer orders only apply for us once a written order confirmation has been sent or become binding upon execution or delivery.

This also applies to amendments, additions and verbal agreements.

4. Offsetting and Retention

Offsetting against counterclaims of the customer or withholding payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established.

5. Delivery

Agreed delivery times or delivery dates will be adhered to as far as possible, however, in the absence of a deadline expressly designated as fixed, there is only an approximate guide.

In the event of a delay in delivery, the buyer is entitled to set us a reasonable grace period and to withdraw from the contract after this period has expired without success.

After the grace period has expired, the buyer can only demand compensation if the delay in delivery is due to intentional or grossly negligent behavior on the part of our legal representative or one of our vicarious agents. In the event of slight negligence, our liability is limited to contract-typical, foreseeable damage, but no more than 10% of the agreed purchase price for that part of the goods with whose delivery we are in default.

For deliveries which do not physically touch our premises (third-party business), delivery dates and deadlines apply as long as the goods leave the factory of the producer or our sub-supplier in good time so that they arrive at the recipient on time under normal circumstances.

We reserve the right to partial deliveries and deliveries of excess or reduced quantities of up to 10%. If greater tolerances are customary in the trade for certain products, deviations within this framework are deemed to be in accordance with the contract. Deviations in quantity are considered accordingly in the invoice total.

In the case that as we require an (export) license for the delivery of the goods, the buyer must provide us with all the information as well as information required for the application (in particular an end-use certificate containing information on the intended use).

If the buyer does not comply with his obligation to cooperate, or not fully, any resulting delays in delivery shall be at his expense.

In addition, the buyer is obliged to strictly comply with all provisions of national and international foreign trade law, in particular to only use the goods delivered to him for the purpose contractually agreed or communicated to us and not to sell them to persons, companies, organizations or institutions or to hand them over in any other way that are listed in the sanctions lists of the European Union (EC Regulations No. 2580/2001 and No. 881/2002 in their respective versions) or the USA (US Denied Persons List).

If the buyer violates one of the aforementioned provisions, he must compensate us for the resulting damage and fully indemnify us from third-party claims.

If we are not supplied, are not supplied correctly, or are not supplied on time, we are entitled to withdraw from the contract. This only applies if we are not responsible for the non-delivery, if a congruent hedging transaction is concluded with our supplier.

The buyer will be informed immediately about the non-availability of the service. Payments already paid in advance will be refunded immediately.

We assign to the buyer our rights against a supplier with whom we have concluded a congruent hedging transaction to the extent that the buyer has suffered damage because of the untimely delivery and present the contract with the supplier to the buyer and present it to him all information required to assert claims against the supplier.

Furthermore, we are entitled to withdraw if the customer has filed an application for the opening of insolvency proceedings against his assets or has submitted an affidavit in accordance with § 807ZPO or insolvency proceedings have been opened against his assets or the opening has been rejected due to insufficient assets.

Other rights of withdrawal remain unaffected.

If the buyer must set a reasonable grace period to assert rights against us, this grace period is at least two weeks.

If the delivery is temporarily delayed due to force majeure or other events that were unforeseeable at the time the contract was concluded (disruptions of all kinds, product shortages, pandemics explicitly included, etc.) for which we are not responsible, the delivery date will be postponed accordingly. If the events lead to a delay in delivery of more than four months, the buyer is entitled to withdraw from the contract. Other rights of withdrawal remain unaffected.

Clauses "approximately" and "about" in front of an indication of quantity mean that the supplier is entitled to deliver up to 10% more or less.

We reserve the right to have our delivery and service obligations carried out by third parties. The rights of the buyer towards us remain unaffected.

The attached, supplementary terms of delivery and payment have priority – see Appendix A

6. Price / Terms of Payment / Late Payment

Our prices are net plus the applicable statutory sales tax and, unless otherwise agreed in writing, are payable within 30 days of the invoice date. The receipt of the money by us is decisive for the timeliness of the payment. If the payment period expires without result, the customer is in default. The seller can then automatically charge the statutory interest on arrears, see Section 288 (2) of the German Civil Code (nine percentage points above the base interest rate). In the absence of a special agreement, payment must be made without any deductions.

The deduction of a cash discount requires an express written agreement.

Unless otherwise agreed in writing, our prices apply "ex works" "Ex Works Hamburg" in accordance with INCOTERMS in the version valid at the time the contract was concluded.

The buyer bears all public charges such as taxes, duties and costs incurred in connection with the import of the contractual products into the buyer's country.

In the case of legitimate doubts about the solvency of the buyer, especially in the case of an existing default in payment, we reserve the right to revoke payment terms and to demand payment in advance or sufficient security.

The buyer can only offset our claims with an undisputed or legally established counterclaim.

Regardless of where the goods or documents are handed over, the place of performance for payment is our place of business.

The delivery takes place according to the contractually defined parameters.

The attached, supplementary terms of delivery and payment have priority – see Appendix A

7. Defects

Unless expressly agreed otherwise in writing, the quality of the goods results exclusively from our product specifications.

Technical and chemical specifications are not a guarantee or guarantee of the suitability or usability of the products. In principle, we do not accept any guarantees in the legal sense.

No warranty is provided for defects caused by unsuitable and improper use, incorrect compositions or similar by the buyer or third parties, normal wear and tear or consumption, incorrect or negligent handling, nor for the consequences of improper changes made without consent or other activities of the buyer or third parties.

Warranty claims expire within one year, starting with the delivery of the services and/or goods. This does not affect the statutory limitation periods in cases of fraudulent concealment and delivery recourse in accordance with §§ 478, 479 BGB.

In the event of supplementary performance, we reserve the right to choose between eliminating the defect and delivering a defect-free item.

8. Liability for Damage

Our liability for breach of duty and tort is limited to intent and gross negligence. This does not apply to liability due to a fraudulently concealed defect, due to injury to life, limb or health, due to the violation of cardinal obligations and due to the Product Liability Act. In this respect, the term "cardinal obligation" abstractly describes such obligations, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely.

In the event of a negligent breach of duty, our liability is also limited to compensation for the foreseeable damage that is typical for the contract. This does not only apply to liability due to injury to life, limb or health or due to the Product Liability Act.

All limitations of our liability also apply to breaches of duty by our vicarious agents.

The personal liability of our legal representatives, vicarious agents and employees for damage caused by them is limited to the same extent.

9. Retention of Title

We reserve ownership of all goods delivered by us until all our claims from the business relationship with the buyer have been settled, even if the specific service and/or goods have already been paid for. This also applies to a balance in our favor if individual or all our claims are included in a current account (current account).

If the goods subject to retention of title are the subject of a connection, mixing/blending or processing/transformation, we acquire direct (co-)ownership of the new item. These are considered reserved goods. The buyer keeps the (joint) ownership of it for us free of charge.

The buyer is entitled to resell the reserved goods in the ordinary course of business. Other dispositions, in particular pledging or granting security property, are not permitted. If the goods subject to retention of title are not paid for immediately by the third-party purchaser, the customer is obliged to only sell them under retention of title. The entitlement to lease or resell does not apply if the buyer stops making payments or defaults on payment to us.

The buyer hereby assigns to us all claims arising from or in connection with the resale of reserved goods against the end customer or against third parties, including the securities and ancillary rights for security. If placed in a current account, the assignment relates to the final balance. In the case of the sale of reserved goods with other items, the claim against the third-party buyers in the amount of the delivery price agreed between us and the buyer, unless the amounts attributable to the individual goods can be determined from the invoice. In the case of the sale of co-ownership shares as reserved goods, the claim from the resale in the amount of our co-ownership share is deemed to have been assigned to us.

The buyer may not enter into any agreement with third parties which in any way excludes or impairs our rights or nullifies the advance assignment of the claim.

The buyer is entitled to collect the claim from the resale until revocation by us. At our request, the buyer is obliged to inform the (end) customer of the assignment that has taken place and to provide us with the information and documents required for collection. If the buyer defaults on payment, we are also entitled to make such a notification ourselves.

The buyer must insure the reserved goods adequately. The buyer hereby assigns claims against the insurance company from a case of damage affecting the reserved goods to us in the amount of the value of the reserved goods. The purchaser shall notify us of each case of damage immediately after it has occurred and provide us with the name, address, and number of his insurance company. The purchaser must inform us immediately about enforcement measures by third parties against the goods subject to retention of title, the claims assigned to us or other securities and hand over the documents necessary for an intervention; this also applies to impairments of any other kind.

The attached, supplementary terms of delivery and payment have priority – see Appendix A

Irrespective of this, the buyer must inform third parties in advance of the rights to the goods. The costs of an intervention on our part are borne by the buyer if the third party is not able to do so reimburse.

If we are entitled to demand the return of the goods subject to retention of title, the buyer shall bear the costs of taking them back. The buyer authorizes us to sell the returned goods as best as possible or, if recycling is not possible within a reasonable period, to scrap them and to use the proceeds less any costs incurred at his expense accounts payable to us.

If the value of the security exceeds our claims against the buyer by more than 20%, we are obliged, at the request of the buyer, to provide securities to an appropriate extent release at our discretion.

10. Intended Use of Goods, Customer Obligations, Liability

In the case that we must make a delivery promise for certain products dependent on the intended use, the buyer is liable for any disadvantages that we may incur as a result of incorrect information.

In the case of chemicals and other substances that may only be used within the framework of legal or official regulations, the purchaser's order also applies as a declaration that these substances are to be used for a permitted purpose in the above sense. You must observe the legal regulations when handling and using the substances, mixtures and products purchased from us. Chemicals cannot be supplied to private individuals.

Information on the usability of the goods is not an assurance or guarantee. Appropriately identified uses according to Regulation (EC) No. 1907/2006 (REACH-VO) in the currently valid version do not constitute an agreement of a corresponding contractual quality nor one required by the contract provided usage.

Especially in food or luxury food processing and or similar, our products must be checked by the user for their specific suitability in this regard. This applies to natural substances, which are always subject to minor fluctuations in content. Liability for the usage can therefore not be accepted by us.

If a product is provided with specific instructions for use by us or the manufacturer, e.g. with regard to biocides, these must be observed. We expressly exclude liability for improper use.

If we advise the buyer verbally, in writing or through tests, this is done to the best of our knowledge, but without liability on our part and does not release the customer from checking the delivered goods for their suitability for the intended processes and purposes. The application, use and processing of the goods is beyond our control and is therefore the sole responsibility of the buyer.

11. REACH-Clause

If the buyer informs us of a use according to article 37.2 of the regulation (EG) no. 1907/2006 in the version of June 11, 2019, of the European Parliament and Council on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation) necessitates an update of the registration or chemical safety report or which triggers another obligation under the REACH Regulation, the buyer will reimburse us for all demonstrable costs. Art. 53 of the REACH regulation remains unaffected. We are not liable for delays in delivery caused by the disclosure of this use and our compliance with the relevant obligations under the REACH Regulation. If, for reasons of health or environmental protection, we are unable to include this use as an identified use and if, contrary to our advice, the customer intends to use the goods in a way that we have advised against, we can withdraw from the contract.

12. Place of performance; place of jurisdiction; applicable law; Final Provisions

The place of performance and payment is our place of business (Hamburg). If the buyer is a merchant or does not have a general place of jurisdiction in Germany, our place of jurisdiction is our place of business. However, we reserve the right to sue the customer at his general place of jurisdiction. German law applies to all contractual obligations and their execution as well as the resulting claims, excluding the UN Sales Convention.

We store and use personal data only for the purpose of the business relationship and otherwise within the framework of the statutory provisions (BDSG, DSGVO). In particular, the buyer agrees that we assign our purchase price claims against him during the implementation of refinancing measures and in this context pass on personal data to third parties - insofar as required according to § 402 BGB.

Should a provision of these conditions and the other agreements made be or become invalid, the validity of the rest of the contract shall not be affected. The contractual partners are obliged to replace the invalid provision with a provision that comes as close as possible to the economic success.

Attachment A

13. Amendment or addition to the terms of delivery and terms of payment:

Our terms of delivery and payment apply exclusively, with which our customer agrees when placing the order, also for future transactions, even if no express reference is made to them, but they have been received by the customer with an order confirmed by us. If the order is placed in deviation from our terms of delivery and payment, then only our terms of delivery and payment apply, even if we do not object. Deviations therefore only apply if they have been expressly recognized by us in writing.

We are entitled to assign claims from our business relationships.

The contractual relationship is exclusively subject to German law, the German Civil Code and Commercial Code. The provisions of the UN sales law do not apply.

The place of jurisdiction is, at our option, the registered office of the company or Frankfurt am Main Germany.

If the buyer is in arrears with any payment obligations towards us, all existing claims become due immediately.

It is not necessary to withdraw from the contract to assert rights from retention of title unless the customer is a consumer.

All payments are to be made with debt-discharging effect exclusively to VR Factoring GmbH, Hauptstraße 131 - 137, 65760 Eschborn, to which we have assigned our current and future claims from our business relationship. We have also transferred our retention of title to VR Factoring GmbH.

To fulfill our factoring contract (assignment of our receivables and transfer of debtor management), we will forward the following data to the financial services institute VR Factoring:

- Name and address of our debtors
- Data of accounts receivable of our debtors (gross amount and due date)
- In which case: Names of contact persons and contact details of our debtors (telephone number, e-mail address) in their company to coordinate accounts receivable

VR Factoring will pass on the company data of the debtors to credit agencies and commercial credit insurers as well as to processors (IT data processing, print service providers, etc.).

Further details on data processing can be found in VR Factoring GmbH's "Privacy Policy", which you can view and download online at <http://www.vr-factoring.de/datenschutz-vrf>.

Offsetting by the customer with counterclaims is excluded unless the counterclaims are undisputed or have been legally established. The assertion of a right of retention by the customer is excluded, unless it is based on the same contractual relationship, or the counterclaims are undisputed or have been legally established.

The following applies to deliveries of goods:

The delivered goods remain our property until all outstanding claims to which we are entitled against the customer have been paid in full. The customer is permitted to redistribute it in the ordinary course of business if he is not in default of payment. However, the customer may not pledge the reserved goods or assign them as security. The customer already assigns to us as security the payment claims of the customer against his customers from the resale of the reserved goods as well as justified claims of the customer regarding the reserved goods, which arise from another legal reason (also against a third party).

Any processing or transformation of the reserved goods by the customer is always carried out for us. If the reserved goods are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved goods (invoice amounts including VAT) to the other connected or mixed items at the time of connection or mixing.

If the customer's item is to be regarded as the main item, the customer transfers proportionate co-ownership of this item to us. We accept the transfer.

The customer will keep the resulting sole ownership or co-ownership of an item for us.