

Terms and Conditions of Order, Delivery and Payment

1. General

- 1.1. The terms and conditions below apply to all our deliveries to and services for buyers. They apply for the duration of the business relationship, i.e. also to future orders, even if no further explicit reference is made to them.
- 1.2. We categorically do not acknowledge the Buyer's differing terms and conditions of business, even if they form the basis of the Buyer's order as a condition, unless we explicitly agreed to them in writing.
- 1.3. The latest version of the terms and conditions can be browsed at any time on the Internet at www.beeck.com.

2. Offer and conclusion of contract

- 2.1. All our offers are subject to change, unless specified as firm and time-limited.
- 2.2. All our offers must be in writing in order to be valid. The applicable contract materialises through our confirmation of order or, should this not occur, through the delivery of the goods. Agreements to the contrary require our confirmation in writing and are binding only for the respective individual contract.

3. Delivery, acceptance, customised productions

- 3.1. The goods are transported/dispatched at the Buyer's risk and for his account. This applies from the loading of the goods (sale involving carriage of goods).
- 3.2. We are liable for delay in delivery only if it is due to grossly negligent or intentional breach of duty on our part. We are not obliged to re-deliver the quantities due at the time in question if this cannot be reasonably expected.
- 3.3. Delivery obligations and delivery deadlines are in abeyance as long as the Buyer for his part is in default.
- 3.4. Additional costs we incur because of a lack of or erroneous deliverer information from the Buyer are passed on to the Buyer.
- 3.5. If the Buyer is not on site to accept the goods when they are delivered, we will re-deliver the goods at the Buyer's expense.
- 3.6. Part deliveries are admissible unless this partial fulfilment of the contract is unacceptable to the Buyer.
- 3.7. In the event of delivery not being taken of special shades, special filling or customised productions ordered, we are entitled to charge the value of said goods.
- 3.8. Deliveries are made by a carrier contracted by us and via a transport route chosen by the seller.

4. Price clause

- 4.1. The goods are charged at the price applicable on the day of delivery, unless a written price agreement was concluded.
- 4.2. Should we regularly reduce or increase our prices after the conclusion of the contract but prior to dispatch, we will charge the prices valid at the time of the conclusion of the contract for the quantities still to be received.
- 4.3. Exceptional alterations in the market and costs, in particular high prices of raw materials, entitle us to adjust our prices accordingly or to cancel the contract without notice. § 309 para. 1 BGB remains unaffected.

5. Payment, invoices

- 5.1. Payment must be made by not later than 10 days after the invoice date, unless agreed otherwise in writing. Any discounts require prior agreement in writing. A discount cannot be deducted from new invoices if there are still previous invoices due that have not been settled yet.
- 5.2. The Buyer must raise any objections to the invoice/credit note in writing within 30 calendar days of receiving it. It suffices to send the objections within this time limit. Failure to raise objections on time is deemed approval of the invoice/credit note. The Buyer can also demand a correction of the invoice/credit note after the end of the time limit, but must prove in this case that the invoice/credit note is incorrect.
- 5.3. Should the Buyer become insolvent or default on payment, we are entitled to make further deliveries only against prepayment and make outstanding receivables due for payment immediately.
- 5.4. The Buyer is not permitted to offset or to claim a right of retention with regard to our accounts receivable if the receivables are uncontested or established in law.
- 5.5. We are entitled to store, process and transmit data relating to the movement of goods and payment transactions with the Buyer insofar as this is required for the customary handling and/or due and proper implementation of the orders. This does not affect the provisions of the German Data Protection Act governing the transmission of data.

6. Reservation of title

- 6.1. All goods delivered remain our property until all the Buyer's obligations arising from the reciprocal business relations have been completely fulfilled, also especially up until the clearance of a current account balance by the time any recourse on our part has been excluded.
- 6.2. The Buyer is entitled to dispose of the reservation of title in the normal course of his business provided he meets his obligations towards us on time.
- 6.3. If our goods are mixed and/or processed, this reservation applies accordingly with the proviso that the part of the product thus created corresponding to the percentage of the value of our goods in the product created by mixing and/or processing becomes our property.
- 6.4. By accepting the goods the Buyer assigns to us with all subsidiary rights his receivables from a customer arising from the resale, mixing or processing of the goods belonging to us until the payment in full of all receivables. We accept the assignment of the receivable. The Buyer is obliged to furnish all information and documents required to assert a claim for the receivables assigned. This provision applies accordingly should one product only partly belonging to us be resold (6.3. above).
- 6.5. The Buyer is not permitted extraordinary dispositions, in particular the transfer of ownership by way of security, or assignment for security purposes, or pledging. The Buyer must notify us immediately if third parties establish or wish to assert rights to our goods supplied under reservation of title or to our receivables.
- 6.6. If there is no consideration, the reservation of title entitles us to demand that the goods supplied under reservation of title be returned without a prior time limit being set.

7. Defects/Breach of duty

- 7.1. Our samples and the statements contained in the applicable Technical Information determine the agreed quality of the goods delivered. Minor deviations therefrom that are production-related and the reason for only an insignificant impairment of the usability do

not constitute defects that need to be replaced. This applies in particular to minor deviations in shade and structure. Our employees are not authorised to give an assurance of shades and/or structures.

- 7.2. The Buyer is required to examine the goods promptly upon receipt and to give notice of patent defects promptly. Written notice of latent defects must be given promptly after their discovery.
- 7.3. The Buyer must notify us promptly in writing of the non-delivery of the goods at the agreed place at the agreed time. Later complaints about the goods not being delivered cannot be lodged.
- 7.4. In the event of substantiated defects duly and properly notified, we are entitled to opt for rectifying them or taking back the goods and re-supplying defect-free goods. Should both types of rectification fail definitively, the Buyer is entitled to reduce the purchase price or cancel the contract.
- 7.5. The period of limitations for claims arising from liability for defects in quality is one year, unless the product was used for a construction not in accordance with its usual manner of use and caused its defectiveness. In this case the period of limitations is five years.
- 7.6. Our verbal and written technical advice is non-binding and does not establish any liability – including with regard to any third-party property rights – and does not release the Buyer from examining the goods himself for their suitability for the intended purposes. However, should there be a question of liability on our part, the provisions of this clause 7 apply accordingly.
- 7.7. We accept no liability for defects caused by the Buyer as the result of improper processing or processing contrary to instructions, the use of unsuitable additives, or mixing, blending or otherwise combining with other manufacturers' products that we did not explicitly declare in writing as sound.
- 7.8. For each case of merely negligent breach of duty, our liability is limited to foreseeable loss or damage typical for the contract.
- 7.9. The Buyer's claims for compensation above and beyond that are excluded, regardless of the legal basis, unless they are based on gross negligence or intent.
- 7.10. In the event of trader's recourse (BGB) the Buyer has claims against us only if he has not entered into any agreements with the consumer exceeding the statutory claims under liability for defects. The Buyer's claim for compensation above and beyond that is excluded, unless it is based on gross negligence or intent.
- 7.11. The limits and exclusions of liability contained in these Terms and Conditions of Delivery and Payment do not apply to claims for injury to life, limb or health.

8. Packaging, silo and machine technology

- 8.1. Unless explicitly agreed otherwise, delivery is made inclusive of packaging. Under the provisions of the Packaging Ordinance we are not obliged to take back sales packaging. Empty sales packaging is to be disposed of in accordance with the disposal institutions' acceptance specifications and taken to recycling.

9. Additional agreements, place of performance and place of jurisdiction

- 9.1. The terms and conditions above are not nullified by any commercial practices or by silent tolerance.
- 9.2. Should one of the above terms and conditions be invalid, this will not affect the validity of other terms and conditions.
- 9.3. The place of performance for all deliveries is Landshut or the Laichingen warehouse. The place of performance for all payments is our place of business Landshut.
- 9.4. Substantive German law applies to any disputes, to the exclusion of the UN's CISG.
- 9.5. The sole place of jurisdiction agreed for disputes of any kind arising from the delivery relationship, also for matters relating to bills of exchange and cheques, is the jurisdiction of the courts of our place of business Landshut.

Company headquarters/Registered office

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Reg. court Landshut HRB 9834
Directors: Dipl. Betriebswirt (FH) Thomas Michl and Diplomkaufmann Dr. Ulrich Michl

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