I. Validity
1. These General Terms and Conditions of Purchase shall apply to all - including future - orders for goods, services and consignments. The buyer shall accept the purchase contracts without reservation and in accordance with these Terms and Conditions of Purchase, unless otherwise stipulated in these Terms and Conditions of Purchase or in the contract with the Supplier. If the Supplier accepts a goods order with a specific objection, it may not be inferred from this, under any circum-
stances. If the Supplier accepts the contract, only examinations of the external condition relevant to the naked eye shall be deemed reasonable within the scope of the incoming inspection, but not examinations of the internal condition of the goods. Notifications of defects shall be deemed to be in time if they are received by the Supplier within ten days by letter, fax, e-mail or telephone. The period for notification of defects shall commence at the time at which we - or in the case of drop shipment our customers - have or should have discovered the defect.
2. If the goods have a material defect, we shall be entitled to the statutory rights at our discretion. A remedy by the Supplier shall be deemed to have failed after the first unsuccessful attempt. We shall also have the right to withdraw from the contract if the relevant breach of duty by the Supplier is only insignificant.
3. We may also claim compensation from the Supplier for these expenses in connection with a defect which we have to bear in relation to our customer if the defect was already present on transfer of the risk to us.
4. The statutory limitations periods shall apply to our claims for defects.
5. The Supplier hereby assigns to us - on account of performance - all claims to which it is entitled against its suppliers on account of and in connection with the delivery of defective goods or goods lacking guaranteed properties. We shall hand over to us all documents required for the assertion of such claims.
6. The Supplier undertakes to name the respective manufacturer, importer or pre-supplier with regard to the contractual products delivered by it up to our request without undue delay, however, within 3 weeks at the latest, and to make available to us without undue delay any useful evidence for the defense against product liability claims of third parties, such as, in particular, manufacturing documents and documents indicating production and delivery batches and/or pro-
duction and delivery dates.
7. The Supplier warrants that no industrial property rights or trade secrets of third parties are infringed by products delivered by him. The Supplier is obliged to indemnify us against all claims made by third parties against us due to the infringement of industrial property rights or trade secrets, and to reimburse us for all necessary expenses in connection with this claim. The Supplier shall be obliged to keep this risk sufficiently insured and to provide us with proof thereof upon request.

X. Place of performance, place of jurisdiction and applicable law
1. The place of performance for the delivery and for our payment of the purchase price is, unless otherwise agreed by us, the女主对office of the Supplier.
2. The place of jurisdiction for all disputes arising from and in connection with the Supplier's delivery shall be our regi-

II. Price
1. The agreed price is a fixed price. Unless otherwise agreed, the prices stated in the order, including all discounts and surcharges, shall be fixed prices (plus statutory VAT) free place of use, including packaging and shipping costs. The agreement on the place of performance shall not be affected by the type of pricing.
2. In the case of "free delivery", "free place of destination" and other "freemileage" deliveries, the price shall include the freight and packaging costs. In the case of carriage toward delivery, we shall determine the type of shipment.

III. Payment
1. In the absence of any other agreement or more favorable conditions on the part of the Supplier, payments shall be made within 14 days less 3% discount or at the agreed due date after receipt of the goods.
2. Payment and discount periods shall run from receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation, test certificates (e.g. work certificates) or similar docu-
ments are part of the scope of services, not before they have been submitted to us in accordance with the contract.
3. Payments shall be made by check or bank transfer. Payment shall be deemed to have been made in due time if the check has been mailed on the due date or the bank transfer has been ordered from the bank on the due date.
4. Interest on arrears cannot be claimed. The default interest rate is 5 % p.a. in any case, we shall be entitled to prove that the damage caused by default is lower than that demanded by the Supplier.
5. We shall be entitled to offset and retention rights to the extent provided by law.

IV. Delivery, Delivery Periods / Delay in Delivery
1. A delivery document must be handed over for each consignment immediately upon delivery at the place of destination, stating the date and number of the order, the labeling number of the packaging, the number of pieces or quantity and the description of the items delivered. Furthermore, all documents, certificates or similar required in the order (or as a minimum rate must be available to the customer at the latest upon arrival of the delivery. There must be a compulsory connection between the delivery document and the certificate, analysis or similar, e.g. identical order or batch number, analysis or similar. The number of items delivered, the number of pieces or quantity and weights determined by the customer upon receipt shall be decisive for the calculation.
2. The Supplier shall be liable to the Buyer for delays in delivery or inability to deliver. Interest on arrears cannot be claimed. The default interest rate is 5% p.a. in any case, we shall be entitled to prove that the damage caused by default is lower than that demanded by the Supplier.
3. We shall be entitled to offset and retention rights to the extent provided by law.

V. Retention of Title
1. With regard to the Supplier's rights of retention of title, the Supplier's terms and conditions shall apply with the proviso that the title to the goods shall pass to us upon payment thereof and, accordingly, the extension form of the so-called current account retention shall not apply.
2. On the basis of the reservation of title, the Supplier may only demand the return of the goods if he has previously withdrawn from the contract.

VI. Execution of Deliveries and Transfer of Risk
1. The Supplier shall bear the risk of accidental loss and accidental deterioration, even in the case of "carriage paid" and "packer/consignor" deliveries, until the goods are delivered at the place of destination. In addition, the Incoterms in the latest version shall apply. The risk shall only pass to us or to third parties authorized by us after the delivery has been made available to us, in the case of a drop shipment, to our customer or after the service has been accepted by our customer.
2. The delivery shall be subject to our consent.
3. Excess or reduced deliveries of goods delivered in bulk shall only be permitted within the usual commercial limits of ± 5%.
4. Packaging costs shall be borne by the Supplier, unless agreed otherwise in text form. If, in individual cases, we bear the packaging costs, they shall be charged to the Supplier. The obligation to take back packaging for goods which are not to be delivered by the Supplier and are not to be consigned to third parties is not affected by the Packaging Directive in its currently valid version or by the Packaging Law. The costs for the transport transport/and or disposal of the packaging shall be borne by the Supplier.

VII. Declarations Concerning Originating Status
1. At our request, the Supplier shall supplement with a declaration or the like, in which the Producer and manufacturer (and all ingredients) comply with the legal requirements of the European regulations Regulation (EC) 1907/2006 (REACH), as well as Regulation (EC) 1272/2008 (CLP) in the version applicable at the time of delivery.
2. Where applicable, the Supplier shall maintain a quality assurance system, e.g. in accordance with DIN EN ISO 9001 or DIN EN ISO 13485, which shall be certified by us or by another body.
3. The Supplier shall be always obliged to provide, without being requested to do so, all documents required for customs clearance. The Supplier shall inform us immediately, without being requested to do so, of any forthcoming changes or modifications to the goods.
4. The Supplier shall indemnify us against claims and demands of third parties due to noncompliance with the regulations described above.
5. The Supplier confirms that his business activities are in accordance with the legal, in particular statutory, regulations applicable to him as well as the contractual agreements made with us. The Supplier further confirms that it has taken sufficient organizational measures in its company to ensure compliance with the requirements described in the preceding sentence at all times.
6. The Supplier shall accept liability prohibited from offering, promising or granting an advantage to an employee of ours or an agent of ours in return for giving unfair preference to the Supplier, or another third party, in the procurement of goods or services, by providing, granting, offering, promising or giving anything of value to us or to an employee of ours or to any other third party for the purpose of avoiding or delaying of acting or refraining from performing an act in the procurement of goods or services and thereby breaches its obligations to-
themselves. If the Supplier violates this prohibition, we may terminate the contract with immediate effect.

IX. Liability and Statutory Limitation
1. The Supplier shall provide us with the goods free of material defects and defects of title. In particular, he shall be liable for defective goods and the use of defective goods and to the exclusion of any rights and conditions of the Supplier. We shall not be bound by them even if we have not expressly objected them to again after receipt by us.
2. Verbal agreements made by our employees shall only become binding upon confirmation in text form. Otherwise, the Supplier has the right to withdraw from the contract.
3. The interpretation of commercial clauses shall be governed by the Incoterms in the latest valid version.

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