

# Terms and Conditions - Terms and Conditions

## A. Scope

1. All orders are accepted on the basis of the following conditions of sale and executed. These also apply without repeated notification for future deliveries. The sale of our products is subject to our current terms and conditions.
2. Our delivery and payment apply exclusively. Differing or contrary terms of the buyer, we do not recognize, unless we have expressly agreed to their validity in writing. Subsidiary agreements, amendments and deviations from these conditions that have not been agreed in writing, are ineffective.
3. Our offers are not binding unless expressly agreed otherwise.
4. coated sample patterns are orientation and only guarantee a correct sample.
5. As we have no influence on the proper processing, a guarantee for products manufactured paintings and preparatory treatments with the supplied paint and treatment products is excluded.

## B. prices, shipping and delivery

1. The agreed prices are ex-works, VAT applicable on the date of delivery VAT. Should we for the duration of the contract term reduce or increase our prices in general, so come for the quantities still abznehmenden the altered prices will apply. Additional costs for Express or Express delivery shall be borne by the purchaser.
2. Shipping is at buyer's expense and the choice of means of transport and the transport path of the absence of specific instructions, at our discretion. The risk passes at the time when the goods are over by us to the carrier. The seller bears no responsibility for problems of any kind transport insurance against damage of all kinds, delivery delays, etc. are made only at the express request of the buyer with the calculation of the amounts spent.
3. Significant, unpredictable and not caused by us equipment failure, delays in delivery or delivery failures by our suppliers and business interruption due to raw material, energy or labor shortages, strikes, lockouts, difficulties in procuring means of transportation, traffic disturbances, orders from higher authorities and acts of violence at us and our subcontractors extend the delivery period by the duration of the hindrance, unless they are for the delivery of the goods is important. We share the beginning and end of such hindrances to the purchaser immediately. If delivery is delayed by more than two months, both the buyer and we authorized the exclusion of any claims for damages to withdraw from the contract with regard to affected by the delayed delivery. The statutory right of withdrawal by the buyer in the event of disruption in

delivery due to a circumstance represented by us shall remain unaffected.

4. The buyer reasonable partial deliveries are permitted. Depending on our limited storage capacity, the project size / Quantity and possible intermediate sales to usual delivery times may increase. The Buyer is not entitled to damages in this case.

## C. Withdrawal

A return of ordered goods is in principle impossible! Without legal obligation it is to provide this in a particular case the seller freely. In the case of a redemption or a refusal of acceptance of goods is depending on container size, quantity, sales opportunity, if necessary, a decanting the buyer at least 25% to maximal 65% of the original net purchase price deducted.

## D. Application Advice

Technical recommendations and consulting services in speech and writing according to the current state of knowledge and is not binding - also applies where proprietary rights of third parties - and shall not establish a legally valid contractual relationship or further obligations under the purchase contract. All data and information - in particular, our techn. Recommendations and Safety Data Sheets - suitability and application of the goods supplied exempt the buyer from carrying out own investigations and tests. This is especially true when thinners, hardeners, paint additives or other components are added.

## E. Notification of defects

1. The Buyer shall inspect the quality of the goods and the necessary applications in accordance with its requirements before processing. Basically, an instruction manual will be attached on our part of a consignment. The appropriate use statement (s) are also available as a PDF file on our website [www.kdb-web.de](http://www.kdb-web.de).
2. Calculated quantities and rates are approximate and depend on the surface to be treated goodness, the environmental conditions, the qualifications and application. Obvious defects, quantitative and qualitative are writing immediately but not later than 14 days after delivery.

## F. Payment

1. Timely payment is only made when we can have on the due date to the account specified by us have the money for value. With delay of payment interest at the rate of 5% should be paid over the respective base rate. Proof of a higher or lower damages remains both us and the purchaser at liberty.
2. The submission of bills of exchange is not a cash payment and payment purposes only permitted with our prior consent. Discount and bill charges shall be borne by the purchaser.

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3. Retention and because of disputed claims from us the buyer are excluded.

4. The non-payment of any invoice or other circumstances which indicate a significant deterioration in the financial situation of the buyer after the contract entitle to demand immediate repayment of all claims that are based on the same legal relationship.

### G. Retention of title

1. We retain title to the delivered goods until full payment of the purchase price. Until all claims from the ongoing business relationship with the buyer, the goods delivered shall remain our property. The property remains available even if some of our receivables are included in current account and the balance is drawn and recognized. Purchase price claims are valid despite payment as long as not extinguished when a was assumed by us in this regard, exchange liability - for example as part of a check-draft process - persists.

2. Processing or mixing the buyer prior to us without incurring a liability for us. In the event of processing or mixing with other items not belonging to things, the buyer transfers as collateral security for our claims on our joint ownership of the new item in proportion to the value of the reserved goods to the other processed items with the proviso that the buyer the new thing for us retain.

3. The buyer is entitled to dispose of the products in the ordinary course of business as long as he fulfills his obligations arising from the business relationship with us in time.

4. Receivables from the sale of goods to which we have rights, the buyer assigns the extent of our ownership interest in the sold goods to us for security. If the goods seized by a third party, the Buyer is obliged to notify the seller immediately indicate this. The delivery company is in serious doubt as to the ability to pay or delay in payment as well as application for the opening of bankruptcy or composition proceedings entitled to reclaim the goods at any time, as it appears to be necessary to cover all claims. The delivery company for this purpose is entitled to enter the premises where the product is located.

5. At our request, the buyer must give us all the necessary information on the stock of goods in our possession and on the receivables assigned to us and to inform his customers of the assignment.

6. The buyer is obliged to store the reserved goods carefully and insure them at his own expense against loss and damage. He assigns his claims under the insurance policies thereby in advance to us. We accept this assignment.

7. The right of the purchaser to dispose of which are under our

reservation of ownership, as well as to collect the claims assigned to us will go out as soon as it ceases to pay and / or become insolvent. Come on in these conditions, we are entitled to demand the immediate temporary surrender of the whole area under our retention of title to the exclusion of retention without granting or exercise of withdrawal.

8. As far as the retention of title by the law of the country in which the goods supplied is located, should not be effective, the purchaser must, at our request with equivalent security. If he does not comply with this, we may demand immediate payment of all outstanding invoices without regard to agreed payment terms.

9. All warranty claims shall expire 12 months after receipt of the goods by the buyer, unless the goods supplied have not been used in accordance with their normal use for a building.

10. In the case of company recourse (§ 478 BGB), we are entitled, with the exception of claims for a new delivery of the goods and reimbursement of expenses to refuse the right of recourse of the buyer, unless we allow the purchaser to the exclusion of its rights equivalent compensation. Claims by the purchaser shall be excluded without compensation is granted.

### H. liability, performance and jurisdiction

1. Unless otherwise agreed, all further claims of the buyer against us and our employees, workers, staff, representatives and vicarious agents are excluded, especially claims for compensation for damages that are not caused to the delivered goods themselves.

2. The place of performance and jurisdiction is at our registered office in Speyer or District Court of Frankenthal, unless exclusive jurisdiction is, by choice, which will be called for the seat of the defendant competent court by the plaintiff. This also applies to disputes involving documents, bills of exchange or checks.

3. The contractual relationships with our clients is the law of the Federal Republic of Germany applies. The applicability of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG - "Vienna Convention") is excluded.

4. data of the purchaser will be stored and processed to the extent necessary for the proper performance of the contract by us.

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