

General Business Terms

Ref. 01.2003 - 06

1. General

Our quotations, including any parts thereof, are subject to change. Oral and telephonic agreements, including those made by our representatives or agents, require written confirmation by us.

Samples submitted along with quotations, analytical data, etc. are provided for inspection only and will not be deemed binding for the subsequent delivery of products. We reserve the right to make changes in keeping with generally accepted commercial practices.

In case of stopped payments, delinquent accounts or issues regarding customer's solvency brought to our attention after conclusion of a delivery contract, we reserve the right to withdraw from the contract or to require advance payment.

2. Delivery

a.) Unless expressly stated otherwise, delivery dates given in our order confirmation will be deemed approximate dates. We will meet these dates to the extent possible.

b.) Quantities on which charges are based are determined at the shipping plant/warehouse using officially calibrated scales. These quantities provide the basis for calculating charges and will be deemed binding for the customer.

c.) Acceptance of shipping containers by railway company or carrier will be deemed proof of containers being in perfect condition, thus excluding any claims against us due to loss of weight or damage occurring while goods are in transit.

d.) Customer will bear the risk of loss or damage to goods and packaging ex works: including for shipments made carriage paid/free-hauled. For returnable containers, customer's risk will cease upon arrival of returned containers at our plant.

e.) Operational disruptions, energy or raw material shortages, transport disruptions, shipping problems, instructions by higher authority and/or cases of force majeure, such as fire, explosion, strike, lockouts and/or any other events beyond our control will relieve us from our obligation to make delivery and entitle us to withdraw from the contract or any parts thereof without any liability on our part to make compensation for damages.

3. Product claims

Any claims and/or complaints concerning our products must be reported to us immediately upon receipt of the commodities and may only be raised as long as such commodities are still contained in the shipping containers in order to enable us to fully verify the justification of the claim/complaint. In the event of faulty/deficient delivery, a right to annulment will be deemed to exist. The costs of verification, etc. will be borne by the party defeated in such event.

4. Shipping containers

a.) Tank wagons

Within 24 hours after arrival, our tank wagons must be unloaded for immediate return to us, without damage and free of charge. Hire charges for tank wagons will be based on standard rates, starting on the day of providing the wagon until the day of return to our factory or the specified return station. We will assume no guarantees for full usage of the permissible loading weight.

b.) Barrels and cans

After unloading/emptying, barrels and cans must be returned to us as soon possible, (within 2 months at the latest) in clean and undamaged condition, freight and expenses prepaid, and marked with the original symbols and numbers. Delayed returns will be subject to charges for hire, with each new month started charged as a full month. Invoices for hire charges are payable immediately on receipt without any deductions.

The hire barrels provided by us remain our property. Customer may not use such containers for storage and/or further shipment of the commodities supplied or any other products under any circumstances. Neither shall customer have a right of retention regarding the hire containers provided by us. In the event that customer should be unable to return the hire containers due to their documented loss, customer - in addition to the hire charges accrued thus far - will be subject to payment of the replacement costs.

5. Terms of payment

In the absence of any written agreements providing otherwise, all payments will be due promptly after billing, net and without any charges or loss to us. The day of despatch ex factory will be decisive for billing purposes. In the event of late payment, none of our other legal and/or contractual rights withstanding, we will be entitled to immediately stop deliveries and/or cancel any remaining contractual quantities, without customer being entitled to bring forth a claim for damages. Late payments will be subject to charges of default interest, bank expenses, etc. at the same rates normally charged by the major German banks. No offsets or claims of retention/lien permitted.

6. Retention of title

Title to the commodities supplied will not pass to customer until all of our receivables pertaining thereto have been fully settled. Customer will only be entitled to use the commodities to which we have retained title for normal business purposes: such commodities may not be pawned or pledged to any third parties nor be assigned as collateral. In the event of any third parties threatening to seize our property, customer will inform us thereof immediately and advise such third party of our title. Any processing or alteration/modification of the commodities will be performed on our behalf without obligation to us. We will acquire proportional title to the new product based on the value of our commodity and the processing/modification value versus the value of the new product. As guarantee and security, customer cedes to us at this time any receivables due from the resale of our commodities or our proportional title thereto.

7. Freights, customs duty, taxes, fees

In the event that during the term of the delivery agreement any taxes, customs duty or other fees should be levied on the raw materials required to produce the commodities sold or on the commodities themselves, or in the event that any incidental costs, such as customs duty, taxes, freights, etc. already included in the purchase price should be increased, we reserve the right to bill customer for such increases or to raise the purchase price accordingly.

8. Place of performance

Place of performance for all deliveries, including those with freight pre-paid/free-hauled, will be 25335- Elmshorn, Germany.

9. Legal venue

Any disputes which may arise from delivery business transactions with us will be referred to and settled by the courts of 25335- Elmshorn, Germany.

A R C A D C H E M I C A L S G m b H

Head Office Elmshorn – Germany, Handelsregister (trade register)
Amtsgericht Pinneberg HRB 2100

Published: 01/2003