

TERMS & CONDITIONS Oil Dissolver GMBH

1. SCOPE

1.1. We make these terms and conditions for subject matter and content of each offer submitted by us and lead us orders placed on delivery and / or performance subject to these terms and conditions, unless expressly agreed otherwise in individual cases.

1.2. These Terms and Conditions are also part of the contract if they do not be forwarded to the contractor with the offer or otherwise passed before conclusion of the contract or have been brought to the attention of the parties, however, is a merchant within the meaning of the law and he due to previous business relationship, either through previous conclusion of the contract , previous offers from us or former business negotiations became aware of these terms and conditions with us.

1.3. Terms and conditions of a customer are not even part of or contents of the agreement concluded with us, if they used the customer regularly for orders or contract awards.

1.4. Change or amend these terms and conditions shall only be effective if we have basically confirmed in writing to the individual contract or to a customer.

2. OFFERS, CONCLUSION OF THE CONTRACT, CHANGE THE DELIVERY ARTICLE

2.1. A contract only comes to us when we confirm a customer accepting appointment in writing or deliver him or deliver the goods ordered.

2.2. Technical and / or design changes to descriptions and information in our offers and equipment descriptions we reserve the right, without any rights against us may be derived. Done by the manufacturer or our suppliers with respect to an item ordered changes-these are variations in material, size, weight, color, texture and design and / or delivery of a corresponding to the item ordered otherwise manufacturers' model-type is to reserve the right, to the extent the customer is reasonable and the price of the other brand of the originally intended article exceeds by more than 5%.

3. DELIVERY AND PERFORMANCE TIME DELAY IN DELIVERY

3.1. Quoted by us for delivery or performance dates represent only an indication of the expected earliest delivery or performance opportunity , but no calendar consistent determination of the delivery or performance time point. The dates and deadlines specified by us are therefore not binding , unless that has been expressly agreed in writing with the customer.

3.2 . Delivery , which we presented in order of receipt of a complete purchase order are always subject to the proviso that we are supplied correctly , timely and complete with respect to the ordered item .

3.3. We are entitled to partial deliveries at any time.

3.4. Exceeding a the specified delivery date we will only be in default if we do not deliver despite a written warning and a grace period by the customer. The grace period must be at least 2 weeks. Delivery and performance delays due to force majeure or of events that complicate the delivery or make it impossible , for example, not to be supplied by us represented difficulties itself, disruptions, strikes , official orders , etc. , even if they are available at our supplier , we have not even to represent in terms of agreed binding delivery or performance dates . In such a case, we are entitled to postpone , by written notice to the customer the time of delivery or performance by the duration of the disability and its subsequent reasonable grace period or to rescind the contract , at our option , because of the unfulfilled part of the delivery or performance .

3.5. Should delay in delivery be made by subsequent additional costs or changes to technical details , we shall be liable only if the delay is unreasonably long in comparison to the extra effort .

3.6. In the case of our delay , the customer is entitled to withdraw from the contract after the writing to be set by him grace . Further requirements of the customer , in particular claims for damages of any kind , are excluded, unless our own willful or at least grossly negligent conduct is the cause of the delay.

3.7. Delivery requirements

Should the delivery change as the job was due to force majeure , we shall be entitled , the cost of the overhead (especially storage costs , approval costs , etc.) to collect in advance or for non-payment of this additional expense the goods entitled otherwise to Sell The proceeds from this shop go over to our house . Compensation shall be refused.

3.8. Canceling Information

Goods bought / were purchased over the Internet (distance selling) can about the current case law , in relation to revocation, be rescinded .

4. PRICES

4.1. Our prices are always from the warehouse Oil Dissolver GmbH, Lülßelsfeld 16, 27412 Breddorf / Germany. Shipping charges are not included in the price and is payable by the customer in addition . Installation costs relating to installation sites in Kirchtimke and the immediate vicinity.

4.1.1 Exceptions are cargo units in the large packagings, such as : Big Bags , Big Bales, or partly whole pallet loads homogeneous content.

4.2 . All prices are plus VAT at the statutory rate .

4.3. For foreign transactions is to be settled in U.S. \$ in each of the final price on the Frankfurt Exchange on the day prior to the offer date shall prevail . Rate fluctuations of more than k5 % must be compensated for by the customer.

5. DELIVERY AND RISK, INSURANCE

5.1. We ship with us ordered items against cash on principle , whereby we reserve the type of shipment (Federal Post Office , private parcel service , etc.) . Published prices do not include the Standardzustellgebiet of the USPS.

5.2 . Shipping is at the risk of the customer . The risk of accidental loss or damage to or deterioration of the / of the items ordered will at the time transferred to the customer , to which we have at the hand over the consignment during transport or shipment exporting business .

5.3 . An insurance policy in the event that ordered items are lost on the shipping routes or damaged, we conclude only at the express request of the customer and at his expense.

6. PAYMENT, DEFAULT , SET-OFF , RETENTION

6.1. If we do not deliver to us ordered items via cash on , our invoices are payable within 14 days of receipt without any deduction.

6.2 . Any payment from a customer we must first against the oldest debt to the customer unless with respect to an older debt already costs and / or interest arises , first charge on the cost and then the interest, even if the customer has made an otherwise power determination .

6.3. We reserve the right to make deliveries and services only against advance payment.

6.4. The customer shall be in default if he refuses to accept the goods at a cash on delivery or in case the payment or delivery of an invoice payable by him fails to make payment despite reminders in whole or in part. As default we are entitled to charge interest at the rate of 5 % above the current discount rate of the Deutsche Bundesbank , unless we have a higher or the customer proves a lower damage .

6.5. Device , a customer in the context of existing business in default or if he discontinues his payments or if other circumstances arise that put the creditworthiness of the customer in question , we are entitled to ask us all from this customer has been fulfilled due.

6.6. In the event of default, we are entitled to demand from customers the goods and items supplied to this before the end of in accordance with § 326 BGB set deadline without herein and / or the withdrawal of such goods a withdrawal can be seen from the contract. The customer gives his consent in advance herewith for any necessary re- expansion we delivered products . The costs resulting from the return of goods and , if necessary, their re- expansion , including the cost of the returned item, the customer has to bear .

6.7 . The customer is not entitled to his own claims offset against our claims for payment , unless these are undisputed or legally established for the customer. The customer is furthermore not entitled to our claims for payment of retention , countered also notified defects , unless they result out of that contractual relationship.

7. RETENTION OF TITLE

7.1. Until full payment of all of the delivery of goods , and future , are entitled to the customer demands , we reserve title to all of us the customer delivered goods (reserved goods) .

7.2 . If the Customer is not in default , he shall be entitled to process the reserved goods in ordnungsgemäßen business and / or to resell . Him from the resale or for any other reason , the customer already entitled claims against third parties , the customer hereby assigns in advance and as security to us. We take this assignment. At the same time we irrevocably authorize the customer to integrate the assigned claims continue in its own name and for its own account . In the event of revocation, and at our request, the customer has to put the assignment was made against his debtor open and provide us with the information required to debt collection documents (delivery notes , invoices, etc.) .

7.3. If our Vorbehaltungseigentum by processing products supplied by us (eg by connecting with other things) , the customer transmits herewith to us joint ownership of the resulting compound by single thing. The transfer is replaced by the fact that the customer keeps the resulting by connecting new thing for us free of charge with .

7.4. If third parties assert rights in respect of the goods subject to reservation , eg in the case of a seizure , the customer has to refer to our ownership and inform us immediately. Returns a possibly intervention are by us has to reimburse the customer .

8. WARRANTY, DEFECTS , LIABILITY

8.1. We are responsible for ensuring that we supply products manufacturing and / or materials are free from defects .

8.2. The customer must inspect the delivered goods immediately to him upon receipt of contractual condition and proper function and us immediately , but no later than two weeks after receiving the goods to report any defect , failure or damage in writing. For delay any defects ,

faults or damage , we make no guarantee , unless these were not observed by the client during a regular inspection . The burden of proof borne by the customer .

8.3. Our warranty period is 6 months from the transfer of risk. For semiconductor and similar electronic components, the warranty is excluded.

8.4. Our warranty does not cover defects , failure or damage arising from the fact that made of articles supplied by us changes , replaced parts or supplies used for these goods that do not meet the original specifications .

8.5 . No warranty by repair or , at our option , by replacement. Provided us with the customer has objected to article fully , possibly in the original packaging , and send this to describe the unsatisfactory performance , failure or damage in as much detail as possible. Risk and cost of delivering faulty goods to us and the subsequent return, even in the event of a replacement, the customer.

8.6. A right to change or reduction The customer is only when we fail to meet our commitment to improvement or replacement delivery despite a written request and a reasonable grace period or at least 2 attempts to repair or replacement does not lead to the correction of the defect, failure or damage.

8.7. Customer claims for damages , for example, for non-performance , fault of the conclusion of the contract , breach of contractual obligations for consequential damages in tort and other legal grounds are excluded , unless we are liable for the lack of a guaranteed property .

8.8. A warranty is only to our customers , and the assignment of existing warranty claims against us are excluded.

8.9. If the review of a complaint , we again sent items that the asserted by customer error or damage is not available, the article is rather poor and error free, we are entitled to charge the customer or to charge for pick testing costs according to actual expenses for cash to be raised. at returning the item with the shipping expenses by cash on .

8.10. The warranty expires immediately at :

- Incorrect use of the goods supplied by us.
- Rebuilding or expansion of equipment supplied by us by third parties.

8.11. Product behavior :

- Drying of natural products in the range up to 10 '% are to be included on the basis of quality and not satisfiable for technical reasons post . That is, the evaporation of water will lose the ' product weight and volume , but not the quality. We guarantee the stated amount of content of each specified package contents during filling .
- Deviations within the specified tolerance not by the manufacturer balancing charge.
- For opened packaging bearing the recommendation applies . The customer is solely responsible for storage.

9. SPECIAL PROVISIONS FOR THE SUPPLY OF SOFTWARE

9.1. In the case of delivery of software (standard software) third companies (software manufacturers) our terms and conditions for warranty and liability shall only subordinate to the given to the customer upon delivery of the software manufacturer conditions.

9.2. The provisions of these terms and conditions shall apply ourselves produced and distributed software if not our special conditions for the delivery of software has been agreed.

10. REDEMPTION OF DUTY PACKAGING

10.1. The customer is entitled to return any packaging material for the purposes of the Ordinance for products purchased from us to invoice submission to our office . The return can be made only during our normal business hours.

10.2. The packaging material should be clean, free of foreign materials and sorted according to different packaging. If this is not the case, we are entitled to charge resulting in the disposal of any additional costs to the customer .

11. JURISDICTION

11.1. The place of jurisdiction Zeven is agreed if the customer is a merchant, legal entity under public law or public law special fund .

12. SEVERABILITY

12.1. Should individual provisions of these Terms and Conditions be invalid , void or unenforceable , shall not affect the validity of the remaining provisions . If any provision be invalid, void or unenforceable, it shall be replaced by lawful or enforceable provision that comes the intended economic purpose of the invalid or unenforceable provision . The same applies if there is a gap requiring supplementation with regard to these terms and conditions.

FB1740_15B Rev 31-12-2013