



### Section 1 Scope and general remarks

(1) Subject to individual arrangements and agreements that take precedence over these General Terms and Conditions, the following General Terms and Conditions shall govern the business relationships between the service company Chemiebüro® ("the Contractor") and its contractual partners ("the Clients").

(2) Unless otherwise agreed, the incorporation of the Clients' own terms and conditions is hereby rejected.

### Section 2 Copyright

(1) The Contractor shall hold the intellectual property rights for documents and electronic data that it prepares and supplies ("compositions"). These primarily consist of safety data sheets.

(2) These compositions that are developed by the Contractor are protected by copyright law.

(3) For this reason, no changes may be made to the compositions. Should the Client consider it necessary to make changes to the composition, it must contact the Contractor.

### Section 3 Terms of delivery

(1) The Contractor shall create compositions based on product data (formulation) communicated by the Client. These are supplied in written or electronic form.

(2) The Contractor shall be bound by its offers for a maximum period of three months.

(3) The delivery period quoted by the Contractor shall begin when the Client, or the data supplier appointed by the Client, has properly and completely fulfilled its duties of supply and notification and the data has been received by the Contractor.

(4) Where periods and deadlines are agreed, the Contractor shall not be liable for delays in delivery or performance that are caused by force majeure or by events that make it considerably more difficult or impossible for the Contractor to make the delivery. In such cases, the Contractor shall be entitled to postpone performance or delivery by the duration of the impediment plus a reasonable start-up period. Furthermore, the Contractor shall retain the right to its fee for the part of the performance that has not yet been rendered.

(5) Where the Contractor provides advisory services, instructions, proposals or opinions, these shall always be deemed to be suggestions and shall not constitute legal advice within the meaning of the Legal Services Act (RDG).

### Section 4 Usage rights and obligations of the Client

(1) The Client shall obtain a simple usage right whereby it may pass the delivered documents on to its customers free of charge directly in conjunction with the sale of its products, create copies of the compositions, and publish and distribute these for free online via its website. No further rights shall exist.

(2) The Client is not permitted to duplicate and/or publish the composition or distribute it to third parties in exchange for money.

(3) Should the composition be distributed and/or passed on to third parties that are not end customers, these third parties must be informed of the existence of this agreement and, in particular, the prohibition on editing. This statement shall apply even after the business relationship is terminated.

### Section 5 Cooperation by the Client

(1) As data base the Client undertakes to supply the Contractor with the formulation and product data it requires in order to carry out the order. For the Contractor the data base is the fundament for the determination of Safety Data Sheet contents.

(2) For this purpose, the Client shall appoint a person or a supply company that will supply binding, applicable and complete data.



(3) It shall be considered that also a supplier's Safety Data Sheet can be used as a data base.

(4) For obtaining the needed product data information by the Contractor can become due a fee. The amount of fees depends on accrued efforts.

#### **Section 6 Contractor's right of termination**

The Contractor shall have a right of extraordinary termination if it emerges that the data is in such a critical or incomplete state that it is not possible to carry out the work responsibly. In such cases, the right to the agreed fee shall not be affected.

#### **Section 7 Contractor's retention of title**

(1) Until payment is made in full, the Contractor shall retain ownership of the delivered documents and, in particular, of the safety data sheets and data delivered on data storage media or transmitted via the Internet.

(2) The Client must not use or copy the purchased item or pass it on to third parties before it has acquired ownership of it.

(3) The regulations governing the preparation of safety data sheets demand that the underlying data be archived for 10 years. For this reason, the Contractor hereby reserves the right to retain a copy of the necessary data.

#### **Section 8 Payment terms**

(1) Agreed prices are exclusive of VAT at the applicable rate.

(2) The invoiced amount is payable on delivery and is to be paid without deductions. Payment is deemed to have been made when the Contractor has the amount stated in the invoice at its disposal.

(3) Defaults in payment by the Client shall be governed by the statutory rules. In particular, the Contractor shall be entitled to demand default interest at the statutory rate and to claim further damages, including the costs incurred for reminders issued after default in payment occurred and for greater interest charges.

(4) In the event of failure to comply with the payment terms or if circumstances emerge that call the Client's solvency into question, the Contractor shall be entitled to discontinue further work on all of the Client's orders. At the Contractor's request, the Client shall be required to immediately settle outstanding invoices for deliveries that have been made or to make the agreed prepayments.

(5) Should the Client fail to pay despite a reasonable grace period being set, the Client shall be required at the Contractor's request to return all of the delivered compositions free of charge and to destroy any copies made, including those that were passed on to third parties, without detriment to any other rights. On request, the Client must provide suitable evidence of the copies' destruction.

#### **Section 9 Contractor's duty of confidentiality**

(1) The Contractor shall be obliged to maintain confidentiality. If it, its company or its staff have become aware of business secrets, and especially of formulation and purchasing and sales information, it shall not disclose these to any third parties without the Client's prior written consent.

#### **Section 10 Client's duty of confidentiality**

(1) The Client undertakes to treat as confidential all information relating to the precontractual and contractual correspondence throughout the period of cooperation and after cooperation is terminated.



### Section 11 Contractor's liability

(1) Liability shall be excluded for slightly negligent breaches of duty, provided that these do not relate to essential contractual duties, guarantees or damages arising from death or injury to body or health and are not affected by claims under the Product Liability Act (ProdHaftG). The same shall apply to breaches of duty by employees.

(2) The Contractor cannot be held liable for periods of unavailability in respect of data it has provided online.

(3) Should the Contractor receive incomplete formulation from the Client or the Client's suppliers, it shall not be liable for damages insofar as these could have been avoided if this missing formulation data had been taken into consideration.

(4) Compositions including reactants are considered to be incomplete.

### Section 12 Warranties and notifications of defects

(1) Claims for defects shall be limited to a period of 12 months from the date of delivery. Notification of defects pursuant to section 474 of the Commercial Code (HGB) must be made in writing.

(2) Should there be a defect in the delivered formulation, the Contractor shall improve the compositions, provided that the notification of defects is made within the prescribed period. The Contractor must always be given an opportunity for supplementary performance within a reasonable period. A reasonable period is considered to be at least 2 to 5 full working weeks.

(3) A revision of Safety Data Sheets and a compensation in event of damage is not obligatory, if it becomes apparent that product data information for creating the Safety Data Sheet are not complete (see §11(3,4))

### Section 13 Miscellaneous

These General Terms and Conditions and all legal relationships between the parties shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Regensburg shall be the place of performance and exclusive place of jurisdiction for all disputes. Supplementary verbal agreements shall only become part of the contract if they are agreed in writing. This shall also apply to the waiver of this clause requiring written form. Should individual provisions be found to be ineffective or to contain a loophole, this shall not affect the remaining provisions. The parties undertake to agree, in place of the ineffective rule, a legally permissible rule that comes as close as possible to the economic purpose of this ineffective rule or closes this loophole.

This statement shall apply even after the business relationship is terminated.