



## **General Terms and Conditions of Sale of Oxerra Deutschland GmbH & Co. KG**

### **1. Scope of Application**

1.1 These General Terms and Conditions of Sale ("Terms") apply to all deliveries and services of Oxerra Deutschland GmbH & Co. KG ("Seller"), unless otherwise agreed in writing.

1.2 Buyer's terms shall not apply, even if not expressly rejected.

### **2. Offers and Conclusion of Contract**

2.1 Offers are non-binding until confirmed in writing. A contract is formed only upon Seller's written confirmation or by delivery.

2.2 The Seller may adjust or modify the manufacturing process, raw material sources, or product composition, provided such changes do not adversely affect the agreed specifications, quality, or suitability of the Products.

2.3 Data in catalogues, product sheets, samples or websites are non-binding, unless expressly agreed in writing.

### **3. Prices and Payment**

3.1 Unless agreed otherwise, prices are FCA Incoterms® 2020 Walluf, net of VAT, packaging, freight, insurance, customs or other charges.

3.2 If costs of raw materials, energy, or transport change significantly after contract conclusion, the Seller may reasonably adjust prices.

3.3 Payments are due within 30 days net, unless otherwise agreed.

3.4 In case of default, statutory German interest (9 percentage points above base rate) applies, plus damages.

### **4. Delivery, Time of Delivery, Force Majeure**

4.1 Delivery dates are approximate, unless expressly fixed in writing.

4.2 Force majeure, strikes, supply shortages or other events beyond Seller's control release Seller from obligations for the duration of the impediment.

4.3 Partial deliveries are permitted.

### **5. Transfer of Risk, Shipping, Packaging**

5.1 Risk passes upon handover to the first carrier, even in carriage-paid delivery.

5.2 If dispatch is delayed due to Buyer's fault, risk passes upon notice of readiness; storage



costs are borne by Buyer.

5.3 Packaging is invoiced at cost and non-returnable, unless statutory provisions apply.

## **6. Retention of Title**

6.1 Delivered goods remain property of Seller until all claims are paid in full.

6.2 Buyer may resell in ordinary business; claims from resale are assigned to Seller.

6.3 Processing of retained goods is always for Seller as manufacturer.

## **7. Warranty and Inspection**

7.1 Buyer must inspect goods immediately and notify defects within 3 working days; hidden defects immediately after discovery.

7.2 Seller will repair or replace defective goods at its option.

7.3 If remedy fails, Buyer may withdraw or reduce price.

7.4 Warranty excluded if goods are improperly handled, stored, processed, or combined with unsuitable materials.

7.5 Warranty period: 24 months from delivery, unless mandatory law provides otherwise.

## **8. Liability**

8.1 Seller is fully liable for intent, gross negligence, and injury to life, body, or health.

8.2 In cases of simple negligence, liability is limited to typical, foreseeable damages.

8.3 [[Adjusted:]] Exclusion of indirect and consequential damages, unless caused by intent/gross negligence.

8.4 Liability under German Product Liability Act remains unaffected.

## **9. Compliance and Export Control**

9.1 Buyer must comply with export control, sanctions, anti-bribery and anti-corruption regulations (EU, German, UK, U.S.).

9.2 Goods may not be resold for prohibited uses (weapons, embargoed countries, etc.).

9.3 Buyer indemnifies Seller for losses from breach of compliance duties.

## **10. Data Protection**

Seller processes personal data according to GDPR and German Federal Data Protection Act (BDSG). The Buyer is referred to Seller's Privacy Policy.

## **11. Intellectual Property, Confidentiality**

11.1 All rights in formulations, dosing technology, product data, drawings and documentation remain with Seller.



11.2 Buyer may only use delivered goods for intended purposes; no reverse engineering or disclosure.

11.3 Both parties shall maintain confidentiality of technical and commercial information.

## **12. Governing Law and Jurisdiction**

12.1 This Agreement shall be governed by the laws of the Federal Republic of Germany; the CISG (UN Sales Convention) shall not apply.

12.2 Exclusive place of jurisdiction is Wiesbaden, Germany, provided Buyer is a merchant, legal entity under public law, or public special fund. Seller may also sue at Buyer's general place of jurisdiction.

## **13. Severability**

If any provision is invalid, the remainder shall remain effective.