

T&C

ExperChem Limited
As per 1 January 2016

Terms & Conditions of ExperChem Ltd.

1. Scope

These terms and conditions, hereafter abbreviated as T&C, apply to all sales contracts we conclude as sellers of retail goods with our customers. Any T&C of our customers that differ from our T&C shall be excluded from the scope of the contract. Our T&C shall apply to all sales contracts unless these have been expressly modified or amended in a separate written agreement.

2. Effectiveness of the Sales Contract

Any offers made in sales brochures by ExperChem Ltd., on their website or similar publications do not in any way constitute a commitment to a sales transaction. The orders of our customers do constitute a binding offer of purchase. ExperChem reserves the right to either accept such an offer for the conclusion of sales contracts within a period of 1 to 3 days upon receipt of the same, or to refuse it by sending a declaration to this effect to the customer.

We reserve the right to accept the order within 1 to 3 days by sending of an order confirmation by postal service, telefax or email or directly by sending of the ordered goods.

3. Purchase price

As a matter of principle the prices stated in our current sales brochures, price lists or other document shall be agreed as the price for the ordered goods. These prices do not include statutory VAT, shipping expenses, custom duties etc. unless otherwise agreed in the order confirmation or other correspondence.

The invoiced amount is due for payment promptly, without deductions. The terms set out in the order confirmation and in the sales offers shall apply to the payments. The payment terms are also set out on the invoices. Default interest of 10% shall be deemed to have been agreed if the payment is delayed by more than 30 days.

4. Delivery Time

ExperChem Ltd. will meet their delivery commitments entered into under the sales contract at the latest within the delivery period or at the date of delivery stated in the offer or the order confirmation or other correspondence. Should ExperChem Ltd. be unable to meet their contractual obligations, for example because the goods are not in stock, they shall inform the customer promptly as soon as they have obtained knowledge of this unavailability, without our customers having the right of claiming for damages from ExperChem Ltd. because of this.

5. Ownership retention

ExperChem Ltd. retains the ownership in the goods to be purchased until the purchasing price has been fully paid up. This also applies to any goods or items delivered that are then sold on to third parties or modified or processed or blended with other goods.

6. Warranty and Damages Claims

In accordance with the provisions set out in the following ExperChem Ltd. warrants that the subject matter of the sales contract complies with the agreed specifications, as enclosed with the order, and is fit for the described purpose when the goods are delivered or picked up. As a matter of principle, all goods are sold on the basis of product specifications. In some cases the customer will obtain samples of the product representing the typical product quality. ExperChem Ltd. cannot assume liability for the functioning and effectiveness of the delivered products in the customers' treatments or formulations.

The warranty obligations of ExperChem Ltd. shall only apply to defects that because the products do not conform to the stated specifications, and, moreover, only, if such defects arise during a period of 6 months since the transfer of ownership or delivery during which the product was used with reasonable care.

Furthermore, customers may only invoke their warranty rights if they have promptly notified such defects in writing. Complaints about defects which are communicated orally, over the phone or any delay in the delivery of such a notice of defects or complaints will not be considered and will release ExperChem Ltd. from any liability. If a claim is made under warranty, in accordance with the provisions set out herein, ExperChem Ltd. shall first provide improvement or exchange the goods. Customers can demand a reduction in price or rescission of contract only where goods cannot be improved or exchanged or where this would constitute a disproportionate burden on ExperChem Ltd. or if ExperChem Ltd. fails to respond to such a request from their customers within a reasonable period of time.

Damages claims made – for whatever legal reason – by customers shall only be valid if caused by intent or gross negligence on the part of ExperChem Ltd. The statutory limitation period for damages claims is 12 months from when the damage and those who caused the damage have become known, or in any case at the latest 3 years after delivery by ExperChem Ltd. Customers will have to prove negligence or intent. Liability for indirect damages, consequential damages, missed profits, pecuniary losses, losses due to the interruption of business or for any claims brought forward by third parties shall be excluded.

7. Data Privacy

ExperChem Ltd. Shall be authorised to store, transmit, edit and delete personal data of its customers' data in the course of business transactions. Customers have the right to object to the use of their data at any time.

8. Language of the Contract, Applicable Law, Place of Performance, Place of Jurisdiction

In contracts the German language version shall prevail. All contracts of purchase concluded by ExperChem Ltd. shall exclusively be interpreted, construed and enforced in accordance with German law. The place of performance is Mannheim, Germany. In the case of any disputes arising from this contract of purchase or from business transactions entered into by the Parties, both Parties shall submit to arbitration at the Chamber of Industry and Commerce in Mannheim.

9. Final Provisions

These T&C as well as all contracts concluded on their basis can only be amended or supplemented in writing. This shall also apply where this written form requirement is not being complied with. Should individual provisions contained in these T&C conflict with imperative law provisions, this shall not affect the validity of all other provisions in these T&C.