



## General Terms & Conditions of Sale

### 1. Validity

These Terms & Conditions of Sale are the base for contracts between **Intatrade** and a buyer.

The placing of a purchase order implies acceptance of these conditions. The order must be in written form (fax, letter, e-mail).

### 2. Prices

The invoicing we realise with actual prices based on our offers. These prices are subject to alteration.

### 3. Terms of delivery

3.1. The delivery will be made ASAP or up to the agreed date. We pack goods in usual packing materials. On request we inform about packing units.

3.2. **Intatrade** has the right to determine the kind and way of shipping and the forwarder. The buyer incurs the risk and pays for other kinds of shipping on his request.

3.3. Always the delivery of the goods is the risk of the buyer. The buyer has to check up the shipment and if there are damages caused by shipment he has to complain by the carrier immediately.

3.4. **Intatrade** is not out of time, if the delivery is up to 30 days later than in the contract agreed. If the delivery is later than 30 days the buyer has the right to cancel the contract without further rights.

3.5. **Intatrade** has the right to stop further deliveries, if the buyer did not settle all invoices in time. If there are some doubts in liquidity of the buyer **Intatrade** has the right to ask for security guarantees before realising the contract.

### 4. Terms of payment

4.1. All invoices are payable **within 30 days** from the date of the invoice. In some cases we ask for payment in advance. If the payment is with delay, we have the right to claim for interest higher than the official discount rate of Deutsche Bundesbank.

4.2. Payment is realised if the money is available on the account of **Intatrade**.

### 5. Reservation of ownership

Goods remain the property of **Intatrade** until all claims of **Intatrade** for past and future business with the buyer have been settled. If the buyer sells the product, this right goes over to the last buyer.

### 6. Complaints, guarantees and liability

6.1. **Intatrade** guarantees, that the quality of all products meets the purity dates in the catalogues, specifications or certificates of analysis. We can be made liable only for these. Since we cannot be certain of the buyer's application of our chemicals, we do not offer warranties regarding use and we are not responsible for any losses involving their use. It will be the buyer's responsible to check the quality of the received goods, as well as the fitness for his purpose.

6.2. The buyer is obliged to check goods immediately upon receiving and he has to inform **Intatrade** about any obvious defects within 7 days ( expect defects due to shipment). Together with this information the buyer gives a copy of the delivery note or other possible evidences.

6.3. Other unacceptability of goods must be notified within 2 weeks after determination, but not later than the guarantee by law of 6 months after delivery. If we recognise the complaint we will replace the material with new product in compliance with the specification. In case of shortage the buyer has the right to decide between delivery of the balance or credit note.

6.4. Complaints do not release from in-time payment.

### 7. Redemption and exchange

Exchange and cancellations of bought goods are impossible.

### 8. Place of performance

Place of performance for the delivery is based on INCOTERMS 2010 and the contract. If not agreed otherwise, the place of performance of the payment is Bitterfeld.

### 9. Applicable law

To all deliveries German law will be applied.

### 10. Place of jurisdiction

All contracts will be subject to the courts of law in Dessau.