

**Reseda Binder GmbH & Co. KG, Wachswarenfabrik, Inhaber Michael Binder
Mazmannstraße 34, 72458 Albstadt-Ebingen, Germany**

Sales and delivery conditions

1. General Instructions

Deliveries are exclusively made according to our conditions of delivery and payment. Varying purchase conditions of the buyer are not accepted by the confirmation of his order. Upon receipt of the goods delivered by us, buyer declares his agreement with our conditions. All arrangements made on our behalf by our agents must be confirmed by us in writing.

2. Offers

Offers are without engagement if nothing else has been agreed explicitly in writing. All samples, dates of analysis and colour specifications are only clues without obligation for the average condition of the merchandise. Differences within a range customary in trade are allowed. Prices are valid without engagement until day of delivery. Invoicing is effected according to the prices valid on this very day. Any changes in the money market or any governmental steps (raising of customs duties, taxes, freights or other official measures etc.) arising before, during the obligation of delivery or retro-actively after its ending, authorize us to corresponding price changes. Prices are to be understood ex works, including loading in our works, if there is no other arrangement.

3. Delivery

We grant only approximate delivery times. All circumstances preventing completely or partly an execution of delivery in time, restrict or render it more difficult, dispense the seller from the obligation of timely delivery and authorize him to extend the delivery time correspondingly, or to recede totally or partly from the existing contracts without entitling the buyer to any rights.

4. Reservation of proprietary rights

All delivered objects remain our property until all our invoices are settled. Pledging and safety transfers are not allowed without our agreement until purchase price has been completely paid. Pledging of our goods by a third person must immediately be indicated to us by the buyer.

5. Notification of defects

Any notification of defects must be submitted in writing within a week following receipt of the goods at their destination and prior to utilization. The buyer shall ensure the exercise of all rights of recourse against the carrier.

Defective goods shall be either repaired or replaced by non-defective goods at our discretion free of charge. Within its statutory rights the buyer shall be entitled to withdraw from the contract if – taking into account any legal exceptions – a period of grace set by us for remedy or replacement of the defective item is allowed to elapse without result. Any other claims on the part of the buyer shall be regulated by Art 6 of these Terms and Conditions.

6. Liability

Any claims to damages asserted against us are excluded except where these are based on premeditated action or gross negligence. This restriction shall not apply to minor negligence where material contractual obligations have been infringed. This shall not affect liability for personal damage and liability in accordance with the Product Liability Act.

7. Reproof of deficiency

Reproofs of deficiency have to be indicated in writing within one week after arrival of the merchandise at its place of destination and before using it. Buyer has to see to the protection of possible rights of recourse against the forwarding person. Seller is only liable for damages to the object of delivery. He will repair them within an adequate space of time excluding any further claims of the buyer. Is buyer making use hereof, the goods have to be sent back upon request to seller's works. Further claims of the buyer, especially claims concerning compensation of damages (subsequent damages), which did not arise at the delivered object itself, do not exist. We are not liable for the delivered goods being suitable for the purposes assigned by the buyer. Claims for indemnification of indirect or direct damages are impossible. You cannot maintain claims for used goods.

8. Interdiction of counter-claims

The Buyer cannot offset a counter-claim which is disputed by us and which has not become res judicata, nor may he, in respect of such a counter-claim, exercise any right of retention.

9. Chemical products

Using chemical products supplied by us, as spot remover, oils, paraffin, etc. happens at the Buyer's risk. Buyer is obliged in any case to check the chemical products supplied by us before using them, i.e. he has to test the products if they are suitable for the Buyer's purposes. If this has not been done, he cannot maintain Claims for indemnification.

8. Place of performance and legal domicile

for delivery and payment is D-72458 Albstadt-Ebingen, Germany.

RESEDA BINDER GmbH & Co. KG