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General Terms and Conditions of Sale of Caramba Bremen GmbH

As at: 28.05.2021

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1 Jurisdictional Area

All deliveries and related services are made exclusively based on these Terms and Conditions of Sale. They shall also apply to all future transactions. The following conditions of sale shall also apply if the deliveries are carried out without reservation in the knowledge of the Buyer's conflicting or deviating terms and conditions.

2 Offer and Acceptance

Unless expressly marked as "binding", our offers shall not be binding but shall be deemed to be an invitation to the Buyer to submit his offer to us. If the Buyer orders goods or services from us without us having made an invitation before, we may accept the order within two weeks of receipt of the order. Delivery shall also be deemed to be accepted.

3 Product Specification

Samples or specimens are non-binding models. They shall not guarantee specific properties.

Relevant use identified for the goods under the European Chemicals Regulation REACH does not constitute an agreement on a contractual quality of the goods or a use assumed under the contract.

Deviations from product specifications are permitted insofar as they are insignificant for the intended product's use or are unavoidable despite all due care.

4 Prices

Our prices are net prices plus statutory value-added tax, including packaging ex-works.

Should we change our prices for the goods to be delivered in general in the period between the contract conclusion and delivery, in particular, due to an increase in raw material prices, we shall be entitled to apply the prices valid on the day of delivery. In the event of a price increase, the Buyer shall be entitled to withdraw from the contract within 14 days after notification of the price increase.

5 Delivery

Delivery promises and fixed dates are not time bargains. We shall adhere to delivery dates requested by the Buyer or specified by us as far as possible. We deliver ex-works. We shall choose the carrier.

The minimum order value is € 50.00.

Freight-free deliveries are made from a net order value of € 300.00 per order and delivery. In case of an order value under € 300.00 net, we include a flat rate shipping charge. It shall be calculated as follows:

From € 50.00 to < € 200.00 net order value: € 30.00
From € 200.00 to < € 300.00 net order value: € 15.00

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The Buyer shall bear the costs for express and special transports, in particular, air freight.

6 Damages in Transit

The Buyer shall report any damages in transit to the carrier immediately within the time limits provided for this purpose, with a copy to us.

7 Payment and Default in Payment

Unless otherwise agreed, our invoices are payable net within 14 days with a 2% discount or within 30 days. A discount deduction shall only be granted if the Buyer is not in default with other invoices of our company. The Buyer is in default on payment if he does not pay after a reminder after the due date of the purchase price, but at the latest - even without a reminder - after 30 days after receiving an invoice. Only undisputed or legally established receivables entitle the Buyer to set-off.

Alternatively, the customer may grant Caramba Bremen GmbH a SEPA basic direct debit mandate or a SEPA business-to-business direct debit mandate. In this case, the purchase price will be collected from the customer's specified account. Caramba Bremen GmbH will inform the customer of the amount to be collected and the time of collection at the latest one day before the direct debit is due. The Buyer shall bear the costs incurred due to non-payment or cancellation of the direct debit as long as Caramba Bremen GmbH did not cause the non-payment or cancellation.

8 Warranty

All information about the suitability, processing, and application of our products, technical and chemical advice and other information is given based on our experience to the best of our knowledge, but does not exempt the Buyer from carrying out his tests and trials; this does not apply to a separate written contract for advice concluded between the Buyer and us. The Buyer must immediately inspect the delivered goods for defects in terms of quality and quantity - as far as reasonable also by means of a test processing - and notice defects.

We consider notices of defects if they are made in writing within seven working days of receipt of the goods by the Buyer - in the case of hidden defects after their detection, but no later than twelve months after receipt of the goods - and,

if possible, enclosing supporting documents. Goods that are the subject of a complaint may only be returned with our written consent.

We guarantee only specific features mentioned in writing.

9 Liability

We shall be liable under the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents, or based on injury to life, limb or health. Insofar as we are not guilty of intentional breach of contract, liability for damages shall be limited to the reasonably foreseeable, typically occurring damage. Further claims shall be excluded.

10 Export Regulations

Our products are not intended for resale, transfer, or another cession to any country other than the country of destination to which Caramba delivered the goods. The Buyer is aware of this restriction and informs his customers about it. We accept no liability for the Buyer in case of non-compliance with this restriction.

Should a country other than the country of destination be supplied, the exporter of the goods is fully responsible for the marketability in the respective country. In this case, the name, address, logo, and all other references to the manufacturer Caramba must be replaced by the corresponding data of the exporter. The same applies to the address on the accompanying documents, such as in particular, the safety data sheet and the technical information. In addition, the exporter shall meet necessary customs and transport regulations and comply with all laws, ordinances, rules, and other regulations relevant to the import, sale, and delivery.

11 Collaterals

In the event of justified doubts about the Buyer's solvency, in particular, in the event of payment arrears, we may, subject to further rights and claims, revoke payment terms granted and demand advance payments or collaterals for further deliveries.

12 Title Retention

The goods remain our property until the purchase price has been paid in full.

13 Force Majeure

Force majeure events affecting us or our suppliers, which temporarily prevent us from delivering on time through no fault on our part, shall release us from our contractual obligations for the duration of these performance disruptions. If these events last longer than six weeks, both parties are entitled to withdraw from the contract. In such cases, no other claims shall exist.

14 Data Protection

The respective company of the Caramba Chemical Group is responsible for the processing of personal data according to GDPR. We process personal data (such as name, address, telephone number, email address, IP address when visiting our website) if this is necessary for pre-contractual measures (initiation of business transactions), the performance of a contract and for the protection of our legitimate interests. If we process data on the basis of a declaration of consent, this consent can be revoked at any time with effect for the future. Should we process data on the basis of Art. 6 para. 1 (f) DSGVO, objection to the processing may be lodged according to Art. 21 DSGVO; this applies in particular if personal data are processed for the purpose of direct advertising. Detailed information to Art. 13 GDPR, such as, among other things, the contact details of our data protection officer, the legal basis for the processing, the categories of the data recipients, and the rights of the persons affected by the processing under Art. 15 et seqq. GDPR can be found under the "Data Protection" tab on our website www.caramba.eu.



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15 Place of Fulfilment

The place of fulfilment for delivery and payment is Bremen.

16 Venue

The venue for all legal actions arising from the business relationship - irrespective of the legal grounds - is Bremen. We are also entitled to take legal action at the Buyer's place of business.

17 Applicable Law / Language of Contract

The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the Buyer and us. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.