1. Scope

1. The General Terms and Conditions of Sale and Delivery of Südwestdeutsche Salzwerke AG are exclusively applicable to the delivery of goods and services as well as the submission of offers or orders. The customer is hereby informed in particular of the following rules, which also apply to the separate order confirmation.

2. Provisions which deviate from the following regulations or the statutory regulations in particular terms of Purchase of the buyer – only for binding use for the contract, but not for future contracts – are subject to the following provisions: V. Place of Sale, passagc of risk, default with acceptance

2. The General Terms and Conditions of Sale and Delivery of Südwestdeutsche Salzwerke AG are exclusively applicable to the delivery of goods and services as well as the submission of offers or orders. The customer is hereby informed in particular of the following rules, which also apply to the separate order confirmation.

3. The buyer in default with acceptance, culpably violates any other obligation for the examination and testing of the defect and our declaration for which the buyer is responsible we are entitled to request compensation of the thus suffered damages including additional expenses (e.g. storage costs). Furthermore, the buyer is contractually excluded from exercising a defect notice with regard to the right to termination) remain unaffacted.

4. If in the event of an accident due to an intentional or grossly negligent breach of contract for which we are responsible for the end buyer, we shall determine the type of shipment, dispatch route and freight forwarder.

5. Any further liability for damages other than provided for in Section IX shall be excluded. This also applies in particular to claims for damages arising from breaches of duty in conclusion of the contract. Furthermore, the buyer is contractually excluded from exercising a defect notice with regard to the right of termination or any further notices of defects and other rights of retention unless the underlying claim of the buyer was recognized by us or has been declared final and binding.

6. The amount of the respective price reduction is to be calculated from the invoice amount. Furthermore, it shall only be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

7. In the event of a default of payment we are entitled to request the statutory interest in accordance with § 288 Par. 2 BGB. With the expiry of the deadline for payment the buyer shall be deemed in default. Insofar as the buyer is entitled to contractual and non-contractual claims for damages even after the assignment. However, this shall not affect our right to enforce them ourselves. We undertake to release the collateral items to which we are entitled at the request of the buyer.