



General Terms & Conditions of Business - H&R Group

1. General

a) The following terms and conditions shall apply to all sales contracts, works and works supply contracts which we set up, even if no separate reference is made to them in individual cases. We do not recognise purchasing conditions which contradict our terms in part or in whole, even if the buyer's terms are declared to be the solely valid terms in order correspondence or in any other manner.

b) If individual provisions in these terms or in agreements reached in individual contracts prove to be invalid, this shall not affect the validity of the other provisions. The contracting partners shall replace any legally invalid provision with another which most closely approximates to the original provision in terms of its commercial and financial consequences.

2. Verbal agreements

Verbal agreements and agreements reached on the telephone shall only apply to that particular case and for their intended duration. They shall only be binding after written confirmation has been received. Orders and other agreements brokered by travelling salesmen and representatives shall only be deemed to have been ordered and are only legally binding on us after our written confirmation has been received.

3. Quotations

Our quotations shall always be without engagement, unless they are designated as firm as a whole or for certain elements of the quotation. If we agree trade terms with the customer, the latest version of the INCOTERMS shall apply. They shall take precedence over these general terms of delivery.

4. Buyer's duty of cooperation, samples, quality

The buyer is obliged to examine in detail the usefulness and suitability of our deliveries for his/her intended application, and to ensure that the criteria which are of crucial importance to him/her have been fulfilled, before using the goods supplied. Our products are manufactured on our premises or on those of our partners in accordance with proven methods and expertise. Mineral oils and their by-products are largely natural products; they are subject to variations. These do not represent defects to the extent that the variations are normal in the commercial world and the customer can be reasonably expected to accept them. All samples, specimens, analyses and data give non-binding indications of the average quality of the product. The usual tolerances for the industry must be considered in assessing quality.

5. Delivery

a) General
We are only obliged to supply within the constraints of the quantities actually available to us. If product is scarce, we are entitled to reduce quantities. If additional sources of supply are used in such cases and price increases result, we shall be entitled to add the additional costs to

the purchase price even if a fixed price has been agreed. If the buyer refuses to accept the additional costs, this shall give us the rights defined in Section 5 f).

b) Delivery quantity

The weight or volume measured in despatch shall be the determining factor in establishing the delivery quantity.

c) Risks

The place of fulfilment for the delivery is the point of delivery. The buyer shall bear the transport risk for the goods and the means of transport. If no special agreements have been made, we can use our discretion in selecting the route as well as the type and means of transport. We shall only take out insurance on the instruction and at the expense of the buyer.

d) Prices

If the goods are subject to higher or additional incidental costs than those on which the sales price is calculated, such as duty, freight costs, charges, taxes and similar costs or higher wages and/or raw material prices, the sales price shall be changed accordingly. Freight costs for de-tours as well as surcharges for low water, floods or ice may be added to the price.

e) Inspection delay

If the buyer's inspection is delayed after the goods have been delivered in accordance with the contract, all disadvantages and damage shall be for the buyer's account unless he/she can prove that such disadvantages and damage would still have occurred if he/she had inspected the goods in good time.

f) Terms of delivery

Acts of God (e.g. war, unrest, sabotage, disruptions to operations, industrial disputes, official measures, disruptions to utilities and transport, goods shortages) as well as other unforeseen or unavoidable events which prevent or hamper delivery – also to the extent that our own suppliers are affected – shall entitle us to implement price surcharges and/or to withdraw partially or wholly from the contract without incurring any obligation to provide compensation. In the event of longer disruptions, we shall be entitled to limit the delivery – also regionally – for the duration of the obstruction including appropriate preliminary and preparation periods, and to allocate the available quantities to all buyers at our just discretion (§ 315 BGB). With regard to quantities not supplied, the parties shall be freed from their obligation to purchase / supply. Any withdrawal declared by the buyer or by us shall not apply to partial deliveries which have already taken place.

g) Safety regulations

If the buyer picks up his/her order himself, he/she shall be liable for ensuring that safety regulations are adhered to, and he/she shall indemnify us to this extent from any claims for compensation, in particular those in accordance with §§ 116 SGB X and 6 EFZG. The responsibility for meeting statutory regulations for the transport of goods shall lie with the buyer

alone or with any agent commissioned by him. The buyer shall be responsible for instructing his/her commissioned agents accordingly.

6. Complaints, warranties

Complaints with regard to unpackaged, delivered goods must be made to us immediately by telephone or in writing before the tanker vehicle has been emptied, and with substantive justification. Otherwise, the provision contained in § 377 HGB shall apply. If the goods are defective, the buyer shall only have the right of replacement. If the replacement delivery fails, the buyer may withdraw from the contract or demand a suitable reduction in the purchase price. If the goods do not exhibit a characteristic which has been promised, we shall be liable in accordance with the statutory provisions contained in §§ 463, 480 para. 2, 635 BGB. This shall also apply if the cause of the defect is due to a deliberate act or gross negligence. If we breach an important contractual obligation, liability for compensation shall be limited to compensation for the foreseeable damage which typically occurs; for businessmen, however, to a maximum of three times the invoice value of the delivery which has caused the buyer to suffer damage. No other liability shall be accepted. In particular, we shall not be liable for damage which has not arisen on the object of delivery itself. Liability due to binding provisions contained in product liability law shall remain unaffected.

7. General liability

In all other cases of compensation liability not connected with warranty liability, we shall be liable in the event of wilful actions or gross negligence in accordance with statutory provisions. If we are in culpable breach of a contractual obligation not pertaining to warranties, liability shall be limited to the foreseeable damage which typically occurs. No other liability shall be accepted; liability in accordance with the provisions of product liability law shall remain unaffected. In any event, our liability shall be limited in its size to the net invoice value of the individual defective deliveries. The buyer shall be liable to us for observing the customs and mineral oil tax regulations which have to be met by him/her and his/her customers. If the buyer does not specify unambiguously in his/her order how he/she wishes the goods to be treated from the point of view of mineral oil tax, this shall be dealt with at our discretion. The buyer shall also be liable for the mineral oil tax and other duties which we have to pay as a result of the goods being used contrary to regulations, even without being at fault.

8. Packaging, means of transport

If the buyer is provided with means of transport (see a) and b)) by us, he shall bear all risks of loss or damage to these means of transport, even in cases of acts of God, until they are returned to the point of delivery. It is not possible to guarantee particular arrival times or the temperature of the goods on arrival. The buyer must provide any steam required

for discharging the goods at his own expense.

a) Drums

The drums provided by the buyer must be sent to the point of delivery carriage paid, clean and completely empty, at his/her own expense. We are not obliged to check such drums to ensure that they are empty, clean, or suitable, nor to test their volumetric capacity or other characteristics. Drums provided by us (e.g. containers) remain our property as drums on loan. They may only be used for transporting and storing the goods supplied by us; otherwise we shall be entitled to demand their immediate return. If they are not returned in time or if they are returned in a damaged and/or dirty condition, we may demand suitable compensation to be set by us, or alternatively the replacement value, while refusing to take them back.

b) Tank wagons / road tankers / ships

If the buyer provides these means of transport, he must provide them at his own expense and risk, clean and completely empty. We are not obliged to check whether these means of transport are clean, empty or suitable, nor to check their volumetric capacity or any other characteristics. Any rail tank wagons provided by us shall be available to the buyer for 2 days free of charge in order to completely empty them and return them to their point of departure. After this period has expired, we shall charge an additional fee for delayed return amounting to market rental rates staggered in accordance with the volumetric capacity of the tank wagons.

9. Reservation of title

The goods supplied shall only become the property of the buyer after full payment of all our invoices resulting from the business relationship between ourselves and the buyer (including invoices arising in the future from mutual business relationships), and when accepting bills and cheques, not until they have been irrevocably credited to our account. Before our invoices have been paid in full, the buyer shall only be entitled to sell, process, blend or consume our products in the ordinary course of business if he is not in payment arrears. He/she may not pledge the products nor transfer ownership as security. If the product is blended, processed or combined, in order to secure our demands, the buyer shall immediately transfer title to the blended product or the new product created from processing or combining our product, in proportion to the ratio of the purchase price for our product to the value of the blended product / new product. At the same time, it is agreed that the buyer shall keep our property free of charge on our behalf, subject, however, to liability for wilful acts and negligence. In order to secure all demands, the buyer shall immediately assign to us his receivables and secondary rights from the resale of our product, any blended product or the new product, to the amount of the purchase price charged by us. On request, the buyer shall inform

us of the names of third-party debtors and the full amounts of the invoices, as well as inform the third-party debtors of the assignment. The buyer shall only be entitled to receive payment for the assigned invoices if he is not in arrears in his payment obligations towards us. If our demands are due, he/she shall immediately transfer amounts received to us. The buyer shall inform us immediately of any access to our property or to the invoices assigned to us given to third parties, and he/she shall draw the attention of such third parties to our rights. We shall only release the securities to which we are entitled in accordance with the sections above upon being requested to do so by the buyer, if their value exceeds our demands which we are securing by 10%.

10. Payment

Payment must be made in full immediately upon receipt of the invoice or on the date agreed / specified. If payment is made by bank transfer or cheque, the day on which the amount is credited shall be deemed to be the day of receipt, and if payment is made by bill of exchange, the day on which the bill is honoured. Bills of exchange and cheques shall only be accepted as means of payment. If the buyer does not issue explicit instructions, the seller may set off incoming payments as he sees fit. Setting off amounts against payments to be paid to us shall only be permissible in the case of demands which have been recognised by us or determined by a court of law. The withholding of payments due to counter-demands which are not based on the same contractual relationship or due to counter-demands resulting from the same contractual relationship but which have not been justified beyond doubt, shall not be permitted. Payments may not be made to travelling salesmen or representatives, but only directly to us in all cases.

11. Place of fulfilment and place of jurisdiction

The place of fulfilment for delivery and payment is Hamburg. The place of jurisdiction for all disputes, including lawsuits regarding cheques and bills of exchange, is Hamburg to the extent that the buyer is a fully qualified businessman. All legal relationships existing with us shall be exclusively subject to the law of the Federal Republic of Germany. Application of the „unified law governing the international purchase of movables“ and the „unified law governing international contracts for movables“ is not permitted. We are also entitled to sue at the place where the buyer has his registered office.

12. Data protection

We are entitled to process data received on the buyer in connection with the business relationship in the manner defined by the data protection act, regardless of whether such data originate from the buyer himself or from third parties.

General Terms & Conditions of Business