

# General Conditions of Sale and Delivery

## 1. General:

(1) The following sales and delivery conditions apply exclusively for all delivery conditions and services including those from future business transactions as far as nothing else has been expressly agreed upon in writing in individual cases. Conflicting business conditions from the purchaser are expressly vetoed herewith.

(2) Should individual provisions of the contract made with the purchaser including these general conditions of sale and delivery be or become either fully or partially invalid it does not affect the validity of the other provisions.

## 2. Offers/conclusion of contract:

(1) All offers are subject to confirmation and are non-binding, insofar as they have not been expressly labelled as binding.

(2) Contractual agreements of every kind are only legally binding if they have been confirmed by us in writing or the object of the agreements has been executed.

## 3. Samples:

Samples from the seller are non-binding samples for inspection with general character and are in no way binding for specific features. Analysis data depicts only approximate values insofar as these have not been expressly guaranteed in writing.

## 4. Shipping:

(1) The risk of accidental destruction and accidental deterioration of the goods is passed on to the purchaser with the transfer, in the case of dispatching sales with the surrender of the item to the forwarding agent, haulier or other designated person or agency.

(2) The choice of transport service and delivery method is made by the seller, when there is no special instruction from the purchaser, with best judgement for the most affordable and fastest shipping without liability. For shipping via waterways the normal unhindered river and/or maritime shipping is reserved. The Incoterms 2010 count as agreed upon for deliveries. For full utilisation of loading capacity no liability is assumed.

(3) All liability for improper packaging or loading as well as weight loss or damage occurring en route due to the acceptance of the shipment without objection by train, shipping company or other haulier is excluded, insofar as it is not based on intent or gross negligent violation of obligations by the seller or intent or gross negligent violation of obligations by a legal representative or employee of the seller.

(4) Insurance for damages of all kinds will only be concluded if the purchaser expressly requests it by charging from the sums advanced.

## 5. Acceptance:

(1) If the purchase falls behind with the purchase/acceptance completely or in part then the seller has the choice of either delivering the late amounts or storing them and invoicing them as having been delivered taking into account all arising costs.

(2) Under the same circumstances the seller can withdraw from the contract without setting a grace period.

(3) The right of the seller to compensation due to non-performance is not affected thereby.

## 6. Amounts, weights:

The dimensions given at the dispatching warehouse of the refinery through weighing or measuring are binding and the basis of the calculation.

## 7. Interference with delivery:

(1) The given delivery times apply with reservation of punctual and sufficient issuance of official approval and its maintenance as well as the smooth process from production and transport, insofar as any hindrance etc. is not represented by the seller.

(2) If the hindrance etc. continues for a longer period of time then the seller is entitled to withdraw from the contract. In this case he must refund any services that have already been performed by the purchaser. The purchaser has the same right, however, only if he has set a proper grace period. A compensation claim by the purchaser exists in this case only if the seller has to act for an intentional or gross negligent contract violation on his part or also his legal representative or employees.

(3) The regulations named above also apply if deliveries or services of the supplier used by the purchaser fall through for reasons that the purchaser cannot represent.

(4) The seller is entitled to withdraw from such concluded contracts in the framework of which the purchaser has exceeded the agreed upon credit limit.

## 8. Price increase:

Should the purchase costs increase between the time of offer submission or order acceptance and the day of delivery of goods due to price increase of suppliers or should the purchased goods be burdened up to the delivery with public dues (especially customs, taxes etc.) or these are introduced anew, the price will increase correspondingly. The same applies for an increase in incidental costs (for example, freight, storage fees etc.)

## 9. Warranty, defects, liability:

(1) Obvious defects must be notified in writing within a period of three days after the goods have arrived. Incidentally, the warranty period is one year from the arrival of the goods.

(2) Further requirement is that the goods are still unmixed and distinguishable in the purchaser's possession or also that the purchaser has extracted a 500 gram sample of the goods subject to complaint in the presence of a representative of the seller and/or an independent expert. In the case of complaint the purchaser is obliged to protect the rights of the seller against the shipping company, like for example, forwarding agents, hauliers, trains etc. and to immediately initiate steps necessary to enforce and maintain claims – including evidence preservation which seems feasible – until the seller steps in. The purchaser must immediately inform the seller of measures that have been taken.

(3) The purchaser is affected by the full burden of proof for all claim requirements, especially for the defects themselves, for the moment when the defect was determined and the punctuality of the complaint.

(4) In the case of faulty delivery the seller first ensures his choice of improvement or substitute delivery.

(5) If the subsequent fulfilment falls through then the client can request the withdrawal of reimbursement (reduction) or the annulment of the contract (withdrawal). In the case of a slight contract violation, especially of slight defects the purchaser is not entitled to the right to withdraw.

(6) If a defect is based on the faults of the seller the purchaser can request compensation in accordance with the requirements specified under point 10.

## 10. Liability:

(1) The liability of the seller for compensation, no matter for what legal reason, especially from impossibility, delay, defective or faulty delivery, contract violation, violation of obligations in contract negotiations and prohibited behaviour, insofar as it depends on a fault limited to the stipulations of this point 10.

(2) The seller is not liable in the case of simple negligence on the part of his committees, legal representatives, staff or other employees as long as it is not a matter of the infringement of contractually essential obligations. Contractually essential are the obligations of punctual delivery of the delivery item essentially free of defect as well as consulting, protective and care obligations that should make the contractual use of the delivery item possible for the client or aim to protect the life or limb of the client's personnel or the protection of their property from considerable damages.

(3) Insofar as the seller is liable in accordance with and on the grounds of Point 10 (2), this liability is limited to damages that the seller anticipated as a possible consequence of a contract violation or that he should have anticipated applying due diligence. Indirect damages and consequential damages that are the result of defects in the delivery item are only replaceable insofar as such damages are typically expected with the intended use of the delivery item.

(4) In the case of liability for slight negligence the seller's compensation liability for material damages and further property damages resulting there from is limited to an amount of 50,000.00 € per claim, also if it is a matter of a violation of contractually essential obligations.

(5) The above disclaimers and limitations apply in the same scope for the benefit of committees, legal representatives, staff and other employees of the seller.

(6) The limitations of this Point 10 do not apply to the seller's liability for malicious conduct, guaranteed characteristics of structure, loss of life, bodily injury or damage to health or in accordance with the German Product Liability Act.

(7) Despite the regulations above the seller is not responsible or liable for any disturbances or delays in the fulfilment of any part of this contract for reasons beyond the control of the seller including strikes or labour disputes or natural disasters. If these events last longer than 30 days then the seller and the purchaser have the right to withdraw from the contract with immediate effect by explaining the withdrawal to the respective other party without any claims for damages or losses coming into effect.

## 11. Packaging/transport method:

(1) For all enclosures made available by borrowing or renting (tank wagons, containers, etc) the purchaser is liable from shipping until recovery at the return address specified by the seller. The enclosures can only be used to store the goods delivered from the seller.

(2) The purchaser is obliged to empty the enclosures immediately and send them back to the posted address free of freight charges and expenses. Tank wagon rents will be calculated from the day they are filled until the wagon returns to the prescribed receiving station at the respective daily charge. If the purchaser was promised rent-free transport to and fro, the industry standard rental fees apply if the return deadline has been exceeded. If they have not been emptied completely a reimbursement for the remaining backlog of goods will not be issued; emptying and cleaning costs are at the expense of the purchaser.

(3) For deliveries in the purchaser's enclosures the seller is not obliged to check these for suitability; contaminations due to unclean client enclosures are at the expense of the purchaser.

## 12. Payment:

(1) Payments are to be made in such a way that the seller has access to the equivalent currency value on the 15th day after the delivery of goods (dispatch date of goods). Discounts and other deductions are not permissible. The date of dispatch is noted in the invoice. Terms of payment that differ from this are valid from the delivery of goods (dispatch date of goods), independent of the receipt of goods or invoice by the purchaser. For combined shipments the payment terms apply from the middle delivery date.

(2) The issuance of cheques and exchanges applies as a payment only when these papers have finally been redeemed.

(3) If the payment conditions are not observed the seller has the right, without prior warning to charge interest from the due date of 8% above the base rate. The enforcement of a higher interest rate with respective proof remains expressly reserved.

(4) The seller can demand early payments if the purchaser has not observed the agreed upon payment conditions for previous deliveries or the seller receives believable information that raises the questionability of the purchaser's ability to pay.

(5) In the case of paragraph 4 the seller is also entitled to withdraw from the contract either fully or partially.

(6) The purchaser's right of retention is excluded unless it is supported by undisputed or legally valid counterclaims that have been ascertained. Offsetting payments against counterclaims requires the consent of the seller unless the counterclaims are undisputed or ascertained as legally valid.

## 13. Offset:

The seller is also entitled to offset such claims that are due to the purchaser with companies connected to his, especially parent, sister and subsidiary companies.

## 14. Retention of title:

(1) The goods remain, until the payment of all claims aimed at the purchaser including claims arising in the future from the mutual business connection with the seller, the property of this party (goods subject to reservation). The purchaser is obliged to insure the goods sufficiently against common risks.

(2) The seller can sell the delivered goods and the objects resulting from the processing thereof only in proper business transactions. He is not permitted to pledge or use them as securities. Upon concluding this purchase he already, in other words beforehand, relinquishes claims and rights from the sale or other legal ground to the seller. The purchaser must display the assignment to the garnishee at the request of the seller permissible at any time and to give the seller the necessary information to enforce the rights he is entitled to towards the garnishee and to hand out documents. The purchaser is authorised to process and manufacture the delivered goods, however only as representatives of the seller, so that the seller acquires the ownership of the new item as its manufacturer; however the purchaser does not have any rights or claims towards the seller from this commissioned relationship. If the goods delivered by the seller are mixed, the seller is entitled to the ownership, the co-ownership share if applicable. The purchaser must protect the co-ownership rights of the seller with the care of a proper businessman. The seller authorises the purchaser to collect the claims assigned to the seller for him, as long as the seller does not revoke this authorisation. The purchaser must pass the amounts that have come in to the seller immediately insofar as the claims are already due, otherwise to take these amounts into custody separately. The purchaser must inform the seller immediately of garnishment measures of third parties or other encroachments on his ownership, co-ownership or claims or rights assigned to him and to take all measures that cannot tolerate being delayed for the ensuring of the seller's claims and rights.

(3) The seller has the right to withdraw from the contract and demand the surrender of retained goods in the case of behaviour contrary to the contract, especially in the case of delayed payment or the violation of the obligations named above.

## 15. Place of fulfilment and jurisdiction:

The place of fulfilments for the payment obligations of the purchaser is Dollbergen, for delivery the dispatching warehouse of the seller. The place of jurisdiction for both parts is Hannover.

## ST-Control keys

00	= not controllable
01	= fats
20	= lubricating oils, lubricants for lubricating purposes
30	= duty paid – diesel fuel
41	= for heating certain crude oils/heat generation
42	= for heating certain crude oils /power generation
43	= for heating certain crude oils /power/warmth
54	= energy products other than those named in § 4 EnergieStG, not for heating purposes
55	= use of energy products for shipping and aviation according to § 27 EnergieStG
60/61	= Exp-EU as heating fuel with BVD
62/63	= Exp-DL as heating fuel with BVD
64/65	= Exp-EU as lubricating oil without BVD
66/67	= Exp-DL as lubricating oil without BVD
80	= lubricating oils, lubricants for lubricating purposes