

General Sales, Delivery and Payment Terms for Supply of Products and Materials to Contractors

1. General

These terms of business apply to all current and future business relationships. Any other general terms of business that differ, conflict with or supplement these terms shall not form any part of this contract, even if they become known, except where their validity is expressly agreed in writing. Our terms of business are authoritative for our sales. Acceptance of deliveries from us includes the acknowledgement that solely our terms shall be valid.

Except where we specify a fixed validity, our offers remain non-binding. Acceptances will not become binding for us until they are confirmed in writing as per section 127 German Civil Code (BGB), by qualified electronic means or in text form.

2. Delivery

Unless otherwise agreed, we are not obliged to deliver a specific provenance or brand or to supply from a specific warehouse. In determining the delivery weight or delivery volume, the following are authoritative:

- for deliveries by rail or land transport, the weighbridge printout or delivery note of the supplier plant or dispatch warehouse
- for deliveries by water transport, the bill of lading of the loading point

Our obligation to deliver is based on the condition that our own deliveries are received on time and in good order. This condition does not apply if the delay in performance is through our own fault.

The risk of accidental loss or accidental deterioration of the goods is transferred when ownership of the goods passes to the orderer. In the case of sale by dispatch, however, the risk passes to the orderer at the time that the goods are passed to the carrier, haulier or other person or entity responsible for performing the shipment.

3. Delivery Time

Except where agreed in writing, preferred delivery dates or delivery periods specified by the purchaser are not binding; however, we do our best to comply with them where possible.

Failure to comply with delivery periods or dates where these have been agreed as binding shall entitle the purchaser to withdraw from the contract under statutory conditions, provided that the fault for non-compliance is ours. If the non-compliance is our responsibility, we shall be entitled to offer subsequent delivery or to withdraw from the contract.

4. Retention of Title/Security

The goods supplied by us remain our property until full compensation is received of all claims against the purchaser due to us from the current business relationship. The purchaser must warehouse the goods separately until they are resold or used in the normal course of business by him and to label them appropriately as such if we so request. He may resell our goods in the normal course of his business. He hereby assigns to us all claims to the amount of the invoice total that arise from the resale to a third party. We shall accept the assignment. Following assignment, the contractor remains entitled to collect the claim. We reserve the right to collect the claim ourselves if the contractor fails to honour his payment obligations and falls into arrears. The purchaser is obliged to notify us immediately of any access by third parties to the goods, for example in the event of a seizure, and of any damage or destruction to the goods. Should we demand the return of the goods supplied under our right of retention in the event of payment default, our demand for their return shall not contain a notice of withdrawal.

If the goods supplied by us are processed, mixed, compounded with or joined to other goods, we shall obtain co-ownership in the resultant goods in proportion to the value of the goods supplied by us to that of the other processed goods.

5. Warranty, Condition of the Goods, Complaints

Any variations in the condition or appearance of the delivered goods, provided that these do not exceed the normal or legally prescribed limits, shall not entitle the purchaser to claims for defects. If natural products are washed, classified, dried, pressed, milled or otherwise processed by us or by our upstream supplier, our warranty obligation shall be limited to the proper performance of that processing.

Any liability for defects shall be void if the purchaser or subsequent owner of the goods supplied by us mixes these with other products or alters them, unless the mixing or alteration was not the cause of the defect.

The warranty shall be honoured, at our discretion, by either supplementary performance or replacement delivery.

If the purchaser collects the goods from the factory or dispatch warehouse, he must declare any evident defects immediately while on the premises and must confirm this immediately in writing. Apart from this, evident defects must be notified in writing not later than two days after receipt of the goods. Otherwise any assertion of a warranty claim is excluded. The purchaser shall bear the full burden of proof for all preconditions for claims, particularly for the fault itself, for the fixed point of the defect and for the punctuality of the notification of defects.

Hidden defects must be notified in writing within two days of their being discovered. Once this period expires, all warranty claims are excluded.

The period of warranty is one year from delivery of the goods.

6. Liability

We accept liability for damages only where the damage is caused by us or our vicarious agents wilfully or through gross negligence or we have fraudulently concealed a defect. Further, any mandatory liability, e.g. under the Product Liability Act or in case of infringement of material contractual obligations, shall remain unaffected. Liability for unforeseeable or untypical damages is excluded in all cases, except in exceptional circumstances in which insurance protection exists.

7. Values and Guidelines (Compliance and Corporate Social Responsibility)

LSR complies with all legal requirements.

LSR has internal behavioural guidelines, observance of which is consistently and continuously monitored.

LSR is committed to its responsibility to society and supports environmental protection.

LSR appreciates its business partners and strives to ensure sustainable partnerships by dealing with all partners in a fair and legal manner.

Bribery, collusion, or other illegal actions are not acceptable ways for LSR to generate orders.

LSR is committed to fair and law-abiding behaviour in competition. This includes condemning child labour. For this reason, LSR will not purchase products that were produced using child labour.

The LSR respects the personal dignity of every individual and supports the observance of recognized human rights. LSR opposes any form of discrimination.

8. Other

The governing law is the law of the Federal Republic of Germany. The provisions of the UN Sales Convention (CISG) have no application. The sole place of jurisdiction for both contractual parties in the event of a dispute shall be Monchengladbach. This shall also apply where the purchaser has no general place of jurisdiction in Germany.

Should individual provisions of the contract with the purchaser, including these general terms of business, be or become partly or wholly ineffective, the validity of the remaining provisions shall not be affected. The wholly or partly ineffective provision should in such cases be replaced by another provision whose commercial success approaches that of the ineffective provision as closely as possible.

The purchaser hereby agrees that we or agencies acting on our behalf may store and process the data relating to the business relationships with the purchaser in electronic form.

Last updated: March 2017