1. All deliveries under the contract shall be subject to the Incoterms 2010/any subsequent standard replacement cost.
2. The Supplier shall only accept orders for goods and/or services, where such orders are based on these General Terms and Conditions of Sale.

1. The General Terms and Conditions of Sale set out herein ("General Terms and Conditions of Sale"") shall apply 1) in respect of all quotations, estimates and order confirmations issued by Ashland Industries Deutschland GmbH ("Supplier" or "Vendor"), and also 2) in respect of all agreements as special terms of the contract (hereinafter "Purchaser" or "Orderer"). The Supplier shall only accept orders for goods and/or services, where such orders are based on these General Terms and Conditions of Sale.

2. "Order confirmation" shall mean the written confirmation by the Supplier to sell/supply the goods and/or services described therein to the Purchaser. "Order" shall mean the written or verbal order by the Purchaser in respect of the purchase of goods and/or services from the Supplier.

3. A Contract ("Contract") shall only come into existence if 1) the Purchaser has issued a written Order Confirmation or 2) the Purchaser has not issued an Order Confirmation, in which case the contract is concluded on the conditions stated in the Order, because the Vendor has supplied the Purchaser with the goods and/or services and the Purchaser has accepted this immediately in writing.

4. The Supplier may withdraw its quotations and estimates at any time without notice, provided that no contract has yet been entered into between the Supplier and the Purchaser.

5. Cancellations of orders or goods and/or services returned for a credit note, will not be accepted. Orders shall be deemed to be binding on the Purchaser and open for acceptance by the Supplier for the periods stated therein or, if no period of validity is stated, for a period of 2 weeks after they are issued. Any unilateral cancellation by the Purchaser during this period shall not be valid.

6. If the Contract is entered into with the Supplier, it will be assumed that the Purchaser has accepted the General Terms and Conditions of Sale as an integral part of the contract. Unless stated otherwise by the Supplier in writing, the General Terms and Conditions of Sale shall take precedence over all conflicting or additional terms and conditions claimed or referred to by the Purchaser.

2 - Prices

1. All the Supplier’s prices quoted, estimated, published or announced by the Supplier are non-binding and subject to changes, which can be made at any time and without notice, and in particular can be changed to take account of increased costs incurred by the Supplier as a result of import and other duties, taxes or levies imposed or changed by government or other bodies.

2. All prices stated shall be understood to exclude tax, packaging and carriage and are to be paid by the Purchaser upon delivery in accordance with the General Terms and Conditions of Sale.

3. All purchases shall be invoiced for inclusive of duty, tax, levies, charges and other applicable costs. Together with any costs included in the case of exports for the completion of customs formalities.

3 - Payment Terms

1. All payments shall be made without any deductions and in the currency shown on the invoice unless specified otherwise. The price paid for the delivery of the goods and/or services must reach the Supplier no later than the due date of the invoice.

2. The Orderer shall only have a right to offset or withhold if its counterclaims have been verified by a court or another authority. A counterclaim is only permissible by a court in accordance with the General Terms and Conditions of Sale.

3. In the event of delayed payment by the Orderer, the Vendor shall be entitled to demand default interest of 8% points above base rate according to § 1 of the Discount Rate Treatment Act. This shall not affect the Vendor's right to further claim for damage caused by the delay.

4 - Reservation of Title

1. The goods supplied shall remain the property of the Vendor until such time as all current claims by the Vendor have been paid in full. In case of default, however, the Purchaser shall not be entitled to sell or use the goods in any way without the consent of the Vendor, and shall be entitled to an unequivocal claim to the goods and shall not be entitled to sell, use, process, or otherwise use the goods in any way.

2. The Purchaser shall be entitled to resell the goods on the same terms as the goods belonging to the Vendor (provisional goods) in the ordinary course of business. However, the Purchaser here and now assigns all rights to claim arising out of the said selling to the Vendor, irrespective of whether the provisional goods were sold on before or after being processed or whether or not they are associated with real or moveable property. If, after processing or in conjunction with other goods not belonging to the Vendor, the provisional goods are sold on or associated with real or moveable property, then the Purchaser’s claim against its customer shall be deemed to have been assigned to the Vendor up to the delivery price of the provisional goods agreed between the Vendor and the Purchaser. The Orderer shall be entitled to claim even after assignment has taken place. This shall not affect the Vendor’s right to exercise the claim itself. However, the Vendor undertakes not to exercise the claim as long as the Purchaser can prove that the acts, omissions and occurrences were caused solely by the Vendor.

3. If the goods are irreversibly mixed with other property not belonging to the Vendor, then the Vendor shall acquire joint ownership of the new item in that proportion which the value of the item sold (final invoice amount, including VAT) bears to the other mixed property at the time of mixing. If mixing occurs in such a way that the Orderer’s item can be viewed as the realizable value of the security exceeds the claims to be secured by more than 10%.

4. The Purchaser undertakes, upon request from the Orderer, to release the available security with the realizable value of the excess claims to be secured by more than 10%.

5. The Supplier warrants that the goods and/or services supplied comply with the technical and functional specifications listed in the order confirmations issued by the Purchaser ("Purchaser" or "Orderer"). The Supplier shall only accept orders for goods and/or services, where such orders are based on these General Terms and Conditions of Sale.

6. The Supplier shall be liable in accordance with the statutory provisions where the Purchaser makes claims for damages which are based on willful or gross negligence, including the willful or gross negligence of agents or subcontractors. Provided that we are not held liable for willful breach of contract, liability for damages shall be limited to the foreseeable damage which might typically occur.

7. We shall be liable in accordance with the statutory provisions where we negligently breach a significant contractual duty; in this case, liability for damages shall be limited to the foreseeable damage which might typically occur.

8. This shall not affect our liability for negligence to harm, life, limb; this shall also apply in respect of presumed liability under product liability legislation.

9. We shall not be liable in cases otherwise stated above.

11 - Duties of the Purchaser

1. In the event that the Vendor provides water treatment services, the following shall apply: a. The Purchaser warrants that it has provided the Vendor with all the relevant information required for the performance of the work, and that it has obtained all consents from all the authorities, which are required in order to operate the water treatment system.

2. The Purchaser shall provide uninterrupted light, water, and ventilation where this is necessary for the water treatment process. The Purchaser shall ensure that the systems to be provided by the Vendor for the periods stated therein or, if no period of validity is stated, for a period of 2 weeks after they are issued. Any unilateral cancellation by the Purchaser during this period shall not be valid.

3. The Purchaser shall provide uninterrupted light, water, and ventilation where this is necessary for the water treatment process. The Purchaser shall ensure that the systems to be provided by the Vendor for the periods stated therein or, if no period of validity is stated, for a period of 2 weeks after they are issued. Any unilateral cancellation by the Purchaser during this period shall not be valid.

4. The Purchaser shall take over the delivery price of the provisional goods agreed between the Vendor and the Purchaser.

5. If a contract is entered into with the Supplier, it will be assumed that the Purchaser has accepted the General Terms and Conditions of Sale as an integral part of the contract. Unless stated otherwise by the Supplier in writing, the General Terms and Conditions of Sale shall take precedence over all conflicting or additional terms and conditions claimed or referred to by the Purchaser.