



INDUSTRIAL
SOLUTIONS

Caparol Industrial Solutions GmbH · Neichener Straße 38 · 04668 Grimma

Special Contractual Conditions of Caparol Industrial Solutions GmbH, acting on behalf and for the account of DAW SE (Status: 02/2022)

The relevant current terms and conditions of the DAW Group apply to all transactions which Caparol Industrial Solutions GmbH – CIS in the following – undertakes on behalf and for the account of DAW SE.

These terms and conditions are readily available on our Internet website www.caparol-cis.de under the tab "Terms and Conditions".

In addition, the following special contractual conditions apply to all CIS transactions:

- (1) The colour and additive concentrates sold by CIS are produced in batches. Therefore, we reserve the right to supply an amount which is up to 10% more or less than the amount ordered. The sales order is completely fulfilled with this amount supplied. An excess amount of up to 10% must be accepted and a shortage of up to 10% cannot be subsequently made up based on the pertaining order.
- (2) As a basic principle, we reserve the right to withdraw quotations at any time, if significant cost variations of +/- 5% on important raw materials render a price adjustment necessary.
- (3) CIS offers its colour and additive concentrates only and exclusively on the basis of pricing-term "price-date = delivery-date", as long as this is not otherwise agreed in writing with the respective business-partner.
- (4) Samples of CIS products are generally provided free of charge for the customer. However, CIS reserves the right to produce and supply samples which in type and extent/quantity go beyond the normal industrial scope (e.g. large-scale samples, special products based on highly priced raw materials, etc.) only with appropriate payment of a previously agreed price.
- (5) CIS customers must grant written release once samples of a new product have been provided or the first, normal order of the new product is regarded as its release.
- (6) Invoices from CIS must always be paid in full within thirty days unless explicitly agreed otherwise with the customer.
- (7) Within the framework of customer credit checks, CIS reserves the right to make shipment only after prepayment.
- (8) For all business-transactions, carried out by CIS, Incoterms 2020 shall apply.
- (9) All agreements, projects and developments are subject to the mutual obligation of confidentiality by the business partner and by CIS without a specific confidentiality agreement being concluded.
- (10) The contractual quantity on which transactions are based is always the kilogram (kg) and the unit of currency is always the euro (€).
- (11) The contractual language on which transactions are based is German (for inland business relationships) or English (for all international business relationships in the non-German-speaking regions).

INNOVATIVE BESCHICHTUNGSSYSTEME SEIT 1895.



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