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## Conditions générales commerciales (ci-après : CGC)

S'il y a des différentes interprétations de la traduction de ces CGC, la version allemande de ces CGC est la seule faisant foi.

Janvier 2010

### § 1 Champs d'application

1. Notre offre est réservée exclusivement aux professionnels. Consumers please contact the retailers.

**Contractors** in terms of this G.B.C. are natural or legal persons, or incorporated partnerships who undertake business with us in the course of their commercial, self-employed occupational or freelance activities. Public authorities or institutions are being treated like contractors.

**Consumers** in terms of this G.B.C. are individuals, who undertake business – separate to their commercial, self-employed occupational or freelance activities.

2. Business relations between us and a contractor are exclusively subject to the G.B.C. mentioned below in the version which is valid at the time the order is placed. They are also applicable to all future transactions, even if explicit reference is not made to them. Arrangements amending these G.B.C., additions, agreements by telephone und verbal agreements are only effective if they are acknowledged in writing by us. The G.B.C. of the contractor or third parties shall not be applicable.

### § 2 Contract and Withdrawal

1. All offers are subject to change without notice and not binding. We expressly reserve the right to modify, limit, amend or delete our whole offer without further notification.

2. Our customer account is a voluntary service from our side and only customers do have access rights to this area. Each customer will automatically receive all respective data after the first order. Customers cannot assert any claim to those access data neither to the use of the customer account.

3. Any contractor's order is a binding offer. We do have the right to accept the offer within two weeks after receipt by way of sending a written or e-mail order confirmation or else by sending the ordered goods. Only by either sending the order confirmation or the ordered goods the respective contract comes into effect. Any eventually automatically generated acknowledgement of receipt does not serve as definite acceptance of the order. We retain the right not to execute orders if the ordered goods are not available. We also reserve the right to slight product alterations within a framework of what is reasonable. In cases of obvious writing, printing or calculation mistakes we are entitled to withdraw. Any uncertainties or misconceptions occurring in orders made by telephone go at the expense of the contractor.

### §3 Payment terms, maturity terms and delay

1. Prices, packaging and disposal

All prices are net prices in Euro (€) plus VAT in the statutory amount in effect of the respective date.

All prices are EXW (EX Works), packaging included. On special contractor's demand, packaging costs will be separately charged. All overall packaging disposal costs have to be borne by the contractor.

2. Payment

As far as not agreed upon otherwise, the purchase price payment takes place against prepayment.

Subtraction of discount is neither agreed upon nor permissible.

### 3. Payment deadline and delay

Under certain circumstances a payment deadline can be granted. Given the case that we have to remind the contractor of his payment, we charge an additional fee: First reminder: 4.50 €, every further reminder 4.50€. Default interest will be charged according to §288 BGB (German Civil Code). It applies to be agreed, that the contractor owes interest according to §288 BGB from day one after payment deadline expiration, without any further admonition or delay.

### 4. Off-set

The contractor has the right to claim off-set, if his counter claims have been determined without further legal discourse or else have expressly been acknowledged by us in written form. The contractor can only assert his right of retention, if his counter claims are based on the same contractual relationship. This does also apply in case of a permanent business relationship between the contractor and us.

## § 4 Delivery

1. Usually, the task of delivery of each order will be performed within seven working days after receipt of payment. The goods will be delivered either by a shipping company or a package service. In case of a granted payment deadline concession, the order to deliver the goods will usually be given seven days after invoice printing. There is no possibility from our company's side to influence any delay in delivery caused by the deliverer in charge.

2. Deliveries will be carried out ex stock and send to the address provided by the contractor. Partial deliveries are permissible. The danger of coincidental loss and accidental deterioration of any goods – also in cases of freight-free delivery – will demise to the contractor as soon as the ordered goods have been delivered to the carrier or else the institution or person, who has been made responsible for shipping the ordered goods.

3. Any information regarding the delivery time is not binding, unless, the date of delivery has been bindingly assured. For any delay in delivery and services as a result of events, which do substantially impede our services or make them impossible, we cannot be made responsible for even in cases of bindingly assured terms and deadlines. In case of unavailability of any ordered goods, the contractor will be informed immediately. Those events include in particular force majeure, strike and official orders as well as wrong or delayed self supply or non-delivery on part of our supplier, in particular after a congruent hedging transaction has been entered into. These events entitle us to delay deliveries respectively services for the time of impediment plus adequate acceleration time or else to partly or entirely withdraw for reason of the contract part which has not yet been met. If the impediment lasts longer than 8 weeks, the contractor is entitled to withdraw, whereof he has to inform us immediately. In cases of intent or gross negligence we are liable for any damages due to delivery and service delays limited up to the amount of the order sum. Any further compensation claims are excluded. §7 disclaimer of these Terms and Conditions has to be observed.

## §5 Reservation of title

Until complete payment of the purchase price the delivered goods shall remain our sole property. We deliver exclusively under extended reservation of title.

## §6 Warranty

1. Warranty period is 12 months beginning with the date of shipment. Warranty encloses no defects due to wrong storage, usage or any other misuse. Sensory characteristics of the delivered goods (taste, smell, look, color and consistence) cannot be regarded as reasons for complaint, if all warranted physical-chemical characteristics of the goods correspond to legal regulations.

Ordered goods free of lack are excluded from exchange. We do not provide the contractor any guarantee in the legal sense. Manufacturer's guarantees for any goods acquired additionally remain unaffected by this.

2. Externally damaged deliveries and/or deliveries soaked by its contents must be confirmed by the deliverer at acceptance of goods on the respective cargo papers. The contractor must immediately inform us about all defects, either in writing or else on permanent data media (e.g. by e-mail). Defects which cannot be detected within this period even upon most thorough inspection have to be reported to us immediately after detection either in written form or else on permanent data media (e.g. by e-mail). The contractor fully carries the onus of proof for all claim prerequisites, in particular for the defect itself, the detection of the defect as well as for the timeliness of notification of the defect.

3. In case of legitimate notice of defect, we have the option to either choose subsequent improvement or else replace the defective goods. In case of product replacement, the contractor is obliged to return the defective goods to us for the time being. Upon return, §6.4 of these Terms and Conditions has to be observed by all means. In case of failure to provide supplementary performance from our side, the contractor has the right to require discount or else to withdraw from the contract. Supplementary performance has failed if an adequate time limit had been set for us without having come to any certain results. The conditions for exercising the right of rescission are determined by §323 BGB (Civil Code). Withdrawing from the contract does not entitle the contractor to claim for damages because of the defect. By all means, the contractor has to observe §7 disclaimer of these Terms and Conditions. After withdrawing from the contract, the contractor is obliged to immediately return the respective goods. Upon return, §6.4 of these Terms and Conditions has to be observed by all means. If the contractor chooses, nevertheless, to be compensated after supplementary performance has failed, the goods remain with the contractor.

4. Collection of complained goods will be carried out by us. The goods have to be held ready in packaging suitable for safe transportation, including stable outer packaging as well as one copy of the invoice or delivery note.

## **§ 7 Exclusion of liability**

### **1. Terminology**

1.1. Information in terms of this section (Exclusion of liability) are analysis, specifications, safety data sheets, suppliers questionnaires, valuation-sheets for raw materials, documentation sheets for raw materials, suppliers and product information as well as illustrations, drawings, descriptions, characteristic, values, dimensions, weights and other performance data.

1.2. Contents in terms of this section (Exclusion of liability) are images, graphics, sound documents, video sequences, scripts, texts and other publications.

### **2. Generalities**

Only direct contractors are entitled to warranties; these claims cannot be ceded to any third party. We are liable in accordance with the relevant statutory regulations, insofar as the contractor asserts claims for damages arising from in-tent or gross negligence, including intent or gross negligence on his part of our statutory representatives or vicarious agents. Insofar as we are not accused of an intentional contract violation, the liability for damages is limited to the predictable, typically occurring damages. Otherwise a liability for damages will be excluded.

### **3. Product liability**

We shall not accept liability for damages that are not caused to the actual object of purchase; nor shall we accept liability for loss of profits or other pecuniary losses incurred by contractor. The mandatory provisions of the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

### **4. Due diligence of the contractor**

4.1. None of our given product information do absolve the contractor of his responsibility to assure product quality and due diligence. Therefore the contractor is always in charge to check both of them. The contractor must make sure that all given data is correct, complete and appropriate for the respective use.

4.2. The contractor is obliged to check all our delivered product samples for quality and applicability.

4.3. The contractor is obliged to check our delivered goods for any deficiencies before first use. Furthermore, the contractor is obliged to check any received charge of which the contractor has not ordered a sample and tested it for its appropriateness. The processing contractor is in charge to apply tests for checking purposes always in small amounts, as this is the usual procedure.

## 5. Responsabilité concernant les informations et contenus

Nos informations et contenus ont été préparés avec le plus grand soin. Néanmoins nous faisons remarquer expressément que nous déclinons les responsabilités suivantes :

5.1. All information we have provided serves information purposes only. A legally binding assurance of certain characteristics or of the appropriateness in a specific context of usage cannot be derived from our information. All provided information is only binding, when explicitly agreed upon in written form. Public statements, claims or advertising shall not constitute complementary contractual warranting of specific qualities.

5.2. Nous ne pouvons pas nous porter garant de l'exactitude, l'exhaustivité, l'actualité et la qualité des informations mises à la disposition. Any liability claims against us, which refer to material or non-material damage, and which may be caused by the usage or non-usage of the information provided or, respectively, by the usage of any incorrect or incomplete information, is generally excluded unless in cases of evidenced willful or gross negligence on our side.

5.3. We shall not be liable for damages resulting from the downloading of any content posted on our websites unless in cases of evidenced willful or gross negligence on our side.

5.4. We do not assume liability for any damages, which are due to malfunction or the impossibility of usage of our websites, unless in cases of evidenced willful or gross negligence on our side.

5.5. Nous assumons - comme fournisseur de - services conformément aux lois générales en vigueur la responsabilité des contenus sur nos sites web. D'après les §§ 8 à 10 de la loi allemande sur les télémedia, les fournisseurs de services, dont nous faisons partie, ne sont cependant pas dans l'obligation de contrôler des informations communiquées ou enregistrées provenant de tiers ou d'entreprendre des recherches afin de mettre en lumière une activité illégale. Ceci ne concerne pas les obligations de supprimer des informations ou d'interdire leur utilisation qui découlent des lois générales. La responsabilité correspondante ne peut cependant être assumée qu'à partir du moment où une infraction concrète à la loi est connue. Lorsque de telles infractions à la loi seront connues, nous supprimerons immédiatement les contenus correspondants.

5.6. Nos sites web contiennent des liens renvoyant à des pages externes appartenant à des tiers, sur le contenu desquelles notre influence ne s'exerce pas. De ce fait, nous ne pouvons prendre en charge aucune responsabilité ou garantie pour ces contenus étrangers. La responsabilité du contenu des pages en lien incombe toujours au prestataire ou à l'exploitant des pages. Au moment de la mise en lien, ces pages ont fait l'objet d'un contrôle relatif aux possibles violations de la loi et leurs contenus se sont révélés légaux. Il n'est pas envisageable d'exercer un contrôle permanent du contenu des pages sans indices concrets d'une violation de la loi. Dans le cas de la divulgation d'une telle violation, les liens concernés seront immédiatement supprimés.

## § 8 Droits d'auteur et de propriété

8.1. Œuvres au sens de ce paragraphe (Droits d'auteur et de propriété) sont les images, graphiques, documents sonores, séquences vidéos, scripts et textes.

8.2 Nous sommes tenus au respect des droits d'auteur ou d'avoir recours à des œuvres personnelles ou non protégées par une licence. Nos œuvres présentées sur nos sites web sont soumis à la législation allemande relative aux droits d'auteur. Les articles des tiers sont marqués en tant que tels. La reproduction, le traitement et toute forme de d'exploitation hors des limites de la législation sur le droit d'auteur nécessitent l'assentiment écrit de l'auteur. Le téléchargement et la copie de ces œuvres sont réservés à un usage privé et non commercial.

8.3 Tous les noms de produits et marques déposés cités sur nos sites web sont régis par le droit de propriété et appartiennent à leur propriétaire désigné. La simple citation d'un nom n'exclut pas que celui-ci est protégé par le droit de propriété d'un tiers.

## **§ 9 Protection des données**

9.1 Pour autant que soient relevées sur nos sites web des données individuelles (p. ex. nom, adresse ou adresse électronique), elles reposent toujours sur la base du volontariat. L'utilisation des offres et services est, jusqu'à un certain point, toujours possible sans indication de données individuelles.

9.2. Any personal contractor's data, such as name, address or telephone number will be recorded. All data will be kept confidential. As long as not necessary for the order and its handling, no data will be passed on to third parties. In contacting us or with any inquiry or in any ordering the contractor agrees that his personal data will be recorded. In case a data record is not desired, we ask the contractor to send us a short notice.

9.3 Nous faisons expressément opposition à l'utilisation, par des tiers, des données publiées dans le cadre de l'obligation d'enseigne pour la transmission de publicité ou d'informations non expressément autorisée. Nous nous réservons expressément les moyens légaux en cas d'envoi intempestif d'informations, notamment par spam-emails.

## **§ 10 Applicable law and place of jurisdiction**

German law applies, to the exclusion of the UN purchasing law. Insofar as the contractor is a merchant (Kaufmann) in terms of the German commercial code (HGB), a legal entity under public law or special federal funding, Hannover, Germany, shall be exclusive place of performance and place of jurisdiction regarding all disputes arising directly or indirectly from the contractual relationship; however, we are authorized to bring suit against the contractor at the court in his area of residence. Hannover, Germany, is also place of jurisdiction, if - after conclusion of contract - the contractor moves his residence or usual abode out of the purview of the Federal Republic of Germany or his place of residence or customary abode is unknown at the time of initiation of proceedings.

## **§ 11 Severability Clause**

Should one or several of the provisions contained in these G.B.C. be or become ineffective, this shall not affect the legal validity of the G.B.C. in their entirety. We are entitled to replace ineffective or void regulations by new regulations which fulfil the content of business regulations contained in those ineffective or void regulations according to law.

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