KBO-GmbH • Raiffeisenstraße 10-12 • 46244 Bottrop-Kirchhellen

Kleine-Brockhoff u.
Oelschläger GmbH
Form- und Schmelzstoffe

KBO Kleine-Brockhoff u. Oelschläger GmbH – General terms and conditions

I. Scope

1. These General Terms and Conditions (GTC) apply to all offers, deliveries and services provided by KBO Kleine-Brockhoff & Oelschläger GmbH to businesses as defined in § 14 of the German Civil Code (BGB), as well as to legal entities and special funds under public law.
2. These GTCs apply to this contract, as well as to all current and future transactions with the customer, unless expressly excluded, provided they have been incorporated into an earlier contract.
3. Any conflicting, deviating or supplementary general terms and conditions of the customer shall not form part of the contract unless their validity has been expressly agreed in writing.

II. Delivery

1. Unless otherwise agreed, deliveries shall be made on FCA base Bottrop-Kirchhellen, Germany, in accordance with the latest version of Incoterms®.
2. Where goods are delivered in rental containers, these must be returned empty and at the consignor's expense no later than 90 days after receipt of the delivery. The consignor shall be liable for any damage to the hire containers for which they are responsible.
   After the 90-day period has expired, KBO Kleine-Brockhoff u. Oelschäger GmbH may charge a reasonable usage fee or the replacement value of the container.
3. Disposable packaging and containers will not be accepted for return.
   It is the responsibility of the purchaser to dispose of them properly in accordance with the applicable legal regulations.
4. a) Delivery dates and periods are non-binding unless expressly agreed as binding.
   b) If a non-binding delivery date is exceeded, the supplier shall, upon receipt of a reminder from the purchaser, be obliged to deliver within four weeks. Upon expiry of this period, the Supplier shall be in default.
   c) The Supplier shall be entitled to postpone delivery dates if delivery is delayed by force majeure, industrial action, official measures beyond the Supplier's control in Germany or abroad, power cuts beyond the Supplier's control, IT failures, cyber attacks, epidemics or unforeseeable and serious operational disruptions or restrictions at the Supplier's premises. This includes cases of force majeure attributable to an impairment of the agreed supply of raw materials, provided that the disruption has lasted for more than one week or is expected to continue. This is subject to the condition that the Supplier has made every reasonable effort to mitigate or remedy the consequences of the disruption to delivery. If delivery is delayed by more than three months due to the circumstances described above, both contracting parties shall be entitled to withdraw from the contract.
   Claims for damages arising from non-performance or late performance are excluded, provided the supplier is not guilty of wilful misconduct or gross negligence.
   As soon as an impediment to delivery of the aforementioned nature becomes apparent, the purchaser must be notified immediately, but no later than within five working days.
5. Partial deliveries are permitted unless otherwise agreed, provided that they are reasonable for the customer. Each partial delivery may be invoiced separately.
6. In the case of call-off orders, the purchaser must call off the agreed partial quantities at regular intervals in accordance with the normal course of business, unless otherwise agreed. If no call-off period has been agreed, the entire contractual quantity must be called off within twelve months of the contract's conclusion at the latest.

III. Transfer of risk

The transfer of risk, or the risk of accidental loss or accidental deterioration of the goods, is governed by the agreed terms of delivery.
Where deliveries are made FCA Bottrop-Kirchhellen, Germany, in accordance with Incoterms® in their current version, the risk shall pass to the customer upon handover of the goods to the carrier designated by the customer or to any other person appointed by the customer at the agreed place of delivery.

If there are discrepancies in weight, quantity or fill level that neither the supplier nor the purchaser is responsible for, the weight recorded when the goods were dispatched or the fill level recorded at the supplier's premises shall be decisive.

IV. Payment

1. The full invoice amount is payable within 30 days of the invoice date. Payment will only be considered on time if the specified account has access to the funds by the due date.
2. The customer shall be in default no later than 30 days after the due date and receipt of the invoice, without the need for a reminder. During the period of default, statutory default interest shall apply in accordance with § 288 of the German Civil Code (BGB). We reserve the right to claim further damages arising from the default.
3. Alternative forms of payment are not accepted here, including bills of exchange, cheques, securities and cryptocurrencies.
4. If, after the conclusion of the contract, the Supplier becomes aware of circumstances that are likely to significantly impair the Customer's creditworthiness or solvency, the Supplier shall be entitled to make any outstanding deliveries only against advance payment. The Supplier shall also be entitled to make any outstanding deliveries only if the Customer provides security. Alternatively, the Supplier may make any outstanding deliveries on a payment-on-delivery basis.
5. In the cases referred to in paragraph 4, all outstanding claims of the Supplier against the Purchaser shall become due immediately. Furthermore, the Supplier shall be entitled, at its discretion, to withdraw from any contracts that have not yet been fulfilled, to reclaim the goods subject to retention of title, or to claim damages in accordance with the statutory provisions.
6. The purchaser shall only be entitled to set off or withhold payment if their counterclaim has been confirmed by a court ruling, is undisputed or has been acknowledged by the supplier.

V. Reservation of ownership

1. The goods delivered shall remain the property of the supplier (goods subject to reserved ownership) until all current and future claims of the supplier arising from the business relationship with the customer have been paid in full.
2. The customer is entitled to process and resell the goods, subject to retention of ownership in the ordinary course of business, provided that they do not fall into arrears with payment.
3. Any processing, mixing, combining or transforming of goods subject to retention of ownership shall be carried out on behalf of the Supplier, who shall be considered the manufacturer within the meaning of § 950 of the German Civil Code (BGB). This shall not give rise to any obligations on the part of the Supplier. If the goods are processed, mixed or combined with other items, the Supplier shall acquire co-ownership of the new item in proportion to the invoice value of the goods to the value of the other items at the time of processing or combination.
   The purchaser shall hold the supplier's sole or joint ownership in safekeeping, free of charge, and with the care expected of a reasonable person.
4. The purchaser hereby assigns to the supplier all claims arising from the resale of the goods subject to retention of title, or of any new goods manufactured from them. This includes all ancillary rights, up to the value of the goods' invoice. The supplier hereby accepts this assignment.
5. The purchaser shall remain entitled to collect the claims assigned to the supplier until further notice. The Supplier shall be entitled to revoke the authorisation to collect the receivables if the Purchaser fails to meet its payment obligations properly, falls into arrears, an application is made for the opening of insolvency proceedings, or circumstances become known which are likely to significantly impair the Purchaser's creditworthiness.
6. At the supplier's request, the purchaser shall disclose the assignment and provide the necessary information to enforce the claims. They shall also hand over the relevant documents and inform the debtors of the assigned claims.
7. In the event of the customer breaching the contract, in particular by defaulting on payment, the supplier is entitled to demand the return of the goods subject to retention of title in accordance with the statutory provisions. Such a demand for return shall not be deemed a withdrawal from the contract unless this is expressly stated.
8. The purchaser must immediately notify the supplier in writing of any enforcement measures, attachments or other third-party interventions relating to the goods subject to retention of title or the assigned claims. The purchaser must also take all necessary measures to safeguard the supplier's rights.
9. If the realisable value of the security to which the supplier is entitled exceeds the amount to be secured by more than 10%, the supplier shall release security of their choice at the purchaser's request.

VI. Warranty and Liability

1. The Supplier shall deliver the goods in accordance with the agreed product specifications and descriptions. Any guarantees regarding quality or durability shall only be deemed to have been given if they are expressly designated as such in writing.
2. If the purchaser is a tradesperson, they must inspect the goods immediately upon receipt and notify us in writing of any apparent defects, discrepancies or incorrect deliveries without undue delay, but no later than two weeks after receipt of the goods. Any hidden defects must be reported in writing within two weeks of their discovery. In all other respects, § 377 of the German Commercial Code (HGB) applies.
3. If the purchaser is not a tradesman, any obvious defects must be reported in writing within two weeks of receiving the goods. Any hidden defects must be reported within two weeks of being discovered.
4. If valid complaints regarding defects are raised within the specified time limit, the supplier may, at their discretion, remedy the defect by either repairing the goods or supplying a replacement, in accordance with the statutory provisions.
5. If the remedy fails, the customer may, at their discretion, either withdraw from the contract or reduce the purchase price by a reasonable amount.
6. Any information relating to the shelf life, storability or usability of the goods is based exclusively on compliance with the storage, transport and processing conditions specified by the supplier. It is the responsibility of the purchaser to provide evidence of compliance with these conditions. The supplier accepts no liability for defects resulting from improper storage, transport or processing, natural ageing, or any other circumstances for which the purchaser is responsible.
7. The Supplier shall not be liable for indirect damage, consequential damage or loss of profit, to the extent permitted by law and provided such damage is not attributable to wilful misconduct or gross negligence.
8. The above limitations of liability do not apply in cases of wilful misconduct, gross negligence, injury to life, limb or health, or in respect of guarantees expressly given.

VII. Further claims for damages

1. Claims for damages by the customer, regardless of the legal basis, are excluded unless otherwise provided for below.
2. The Supplier shall be liable without limitation for damages resulting from injury to life, limb or health. The Supplier shall also be liable for damages arising from its own wilful misconduct or gross negligence, or that of its legal representatives or vicarious agents.
3. In the event of a breach of essential contractual obligations due to slight negligence, the Supplier shall only be liable for typical and foreseeable contractual damages. Essential contractual obligations are those that are necessary for the proper performance of the contract, and that the Purchaser can reasonably expect to be observed.
4. The Supplier shall not be liable for any additional claims. In particular, and to the extent permitted by law, the Supplier shall not be liable for any indirect damage, consequential loss, loss of profit, loss of production or any other financial loss.
5. If the supplier's liability is excluded or limited, this also applies to its legal representatives, employees and vicarious agents.
6. Liability under the Product Liability Act remains unaffected.

VIII. Application guidance

1. The supplier provides technical advice, recommendations and information based on its experience with the relevant products and to the best of its knowledge. However, this information is provided for guidance purposes only and does not relieve the purchaser of their obligation to verify the products' suitability for their intended use by conducting their own tests and trials.
2. Even if the supplier provides technical advice, support or assistance, the purchaser is solely responsible for usage of the products and the results achieved. In particular, the purchaser is responsible for ensuring that the products are suitable for their intended purpose and are applied properly.
3. The customer's statutory rights remain unaffected by this. The supplier's liability is governed exclusively by the provisions of these General Terms and Conditions.

IX. Compensation

The customer shall only be entitled to set off claims or to exercise a right of retention insofar as their counterclaims have been legally established, are undisputed or have been acknowledged by the supplier.

X. Jurisdiction and place of performance

1. The place of performance for all obligations arising from the business relationship between the Supplier and the Purchaser shall be the Supplier's registered office.
2. If the purchaser is a tradesman, a legal entity governed by public law or a special fund governed by public law, the place of jurisdiction for all disputes arising from the business relationship shall be, at the supplier's discretion, either the supplier's registered office or the purchaser's general place of jurisdiction.
3. Any mandatory statutory provisions regarding exclusive jurisdiction remain unaffected.
4. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XI. Closing provisions

1. Any amendments or additions to the contract, as well as any ancillary agreements, must be made in writing. This also applies to any waiver of the written form requirement.
2. Should any provision of these Terms and Conditions be or become invalid or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions.

- March 2026 –