MEINHARDT

Conditions of Sale

As of January 2025. These conditions apply to MEINHARDT GmbH & Co. KG, MEINHARDT Additives GmbH, MEINHARDT Lubricants GmbH, HÜLSBERG GmbH and ZOLLINGER GmbH (each "MEINHARDT"). The German version is legally binding.

1. Scope

1.1 These conditions apply to all offers, sales and deliveries of MEINHARDT to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

1.2 Conflicting or supplementary terms of the customer do not apply, even if MEINHARDT does not expressly object to them or delivers without reservation.

1.3 These conditions also apply to all future business with the customer, even if they are not agreed again.

2. Offers and conclusion of contract

2.1 Offers by MEINHARDT are non-binding unless they are expressly designated as binding.

2.2 A contract is concluded by the written order confirmation of MEINHARDT or by delivery. E-mail is sufficient for the written form.

2.3 Information in catalogues, technical data sheets and on the website describes the products; it is not a guarantee of properties.

3. Prices and payment

3.1 Prices are FCA shipping point (Incoterms® 2020) plus statutory value added tax, unless otherwise agreed.

3.2 If raw material, energy or transport costs change significantly between order and delivery for deliveries agreed more than four months after conclusion of the contract, MEINHARDT may adjust the price accordingly.

3.3 Invoices are payable within 30 days of the invoice date without deduction. In the event of late payment, statutory default interest is charged.

3.4 The customer may only offset claims that are undisputed or have been finally established by a court.

4. Delivery and delivery times

4.1 Delivery dates are approximate unless a fixed date has been expressly agreed.

4.2 Partial deliveries are permitted to a reasonable extent. Deviations in quantity of up to ten per cent are permitted for bulk deliveries and are invoiced according to the quantity actually delivered.

4.3 If MEINHARDT is prevented from delivering by force majeure or by events for which it is not responsible – such as disruptions in the supply of raw materials or energy, official measures, strikes or breakdowns – delivery times are extended for the duration of the hindrance. If the hindrance lasts longer than three months, both parties may withdraw from the contract with respect to the affected quantities.

5. Passing of risk and packaging

5.1 The risk passes to the customer when the goods are handed over to the carrier, even if MEINHARDT has taken over the transport.

5.2 Returnable containers (in particular IBCs and steel drums) remain the property of MEINHARDT. They must be returned empty, clean and undamaged within 90 days; otherwise MEINHARDT may charge their replacement value.

5.3 Non-returnable packaging is taken back in accordance with the German Packaging Act.

6. Quality, inspection and claims

6.1 The quality of the goods is determined exclusively by the agreed product specification. Information on use and processing is given to the best of our knowledge but does not release the customer from testing the goods for the intended process and purpose.

6.2 The customer must inspect the goods immediately upon receipt in accordance with Section 377 of the German Commercial Code (HGB) and notify MEINHARDT in writing of any visible defects within one week and of hidden defects within one week of their discovery.

6.3 In the event of justified claims, MEINHARDT will, at its discretion, deliver replacement goods or remedy the defect. If this fails, the customer may reduce the price or withdraw from the contract.

6.4 Claims for defects become time-barred one year after delivery, except in cases of intent, gross negligence, injury to life, body or health and claims under the Product Liability Act.

7. Liability

7.1 MEINHARDT is liable without limitation for intent and gross negligence, for injury to life, body or health and under the Product Liability Act.

7.2 In the event of a slightly negligent breach of an essential contractual obligation, liability is limited to the foreseeable damage typical for this type of contract. Otherwise, liability for slight negligence is excluded.

8. Retention of title

8.1 The goods remain the property of MEINHARDT until all claims from the business relationship have been paid in full.

8.2 If the goods are processed, mixed or combined with other goods, MEINHARDT acquires co-ownership of the new product in proportion to the invoice value of its goods.

8.3 The customer may resell the goods in the ordinary course of business. It assigns to MEINHARDT the claims arising from the resale in the amount of the invoice value of the goods subject to retention of title.

9. Safety data sheets, export control and compliance

9.1 MEINHARDT provides safety data sheets in accordance with the REACH Regulation. The customer is responsible for passing on the information to its employees and customers.

9.2 The customer undertakes to comply with all applicable export control and sanctions regulations when reselling the goods.

9.3 MEINHARDT expects its customers to observe the principles of its code of conduct, in particular with regard to human rights, safe working conditions and the prohibition of corruption.

10. Place of performance, jurisdiction and applicable law

10.1 The place of performance for all obligations is the shipping point; for payments, it is Iserlohn.

10.2 The place of jurisdiction is Iserlohn. MEINHARDT may also sue the customer at its general place of jurisdiction.

10.3 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.4 Should individual provisions of these conditions be invalid, the validity of the remaining provisions shall not be affected.