

General Business Terms & Legal Information

The following General Business Terms apply to all business transactions with our customers. In closing this contract, the buyers agree to accept these General Business Terms as binding and they shall make no claims based on their own general business terms. Any general business terms of the buyer will only apply if they have been expressly confirmed by us in writing. This applies, in particular, to agreements concluded with our representatives, additional agreements, amendments and any other deviations from these terms and conditions.

We are a distributor for business customers and public institutions, according to [§ 14 BGB](#) (Section 14 German Civil Code). We reserve the right to reject orders placed by consumers, according to [§ 13 BGB](#) (Section 13 German Civil Code). In such cases customers will receive a rejection statement sent via e-mail to the specified e-mail address.

I. Non-binding offer

Information on our website, brochures or other promotional materials is generally not binding, including in terms of prices, quantities, delivery times and delivery options. Any illustrations, drawings, patterns and weights are only approximate, unless they are expressly stated as being binding. In particular, we reserve the right to make changes to the technical structure and chemical composition.

II. Your order

Your order to us constitutes a binding offer to us to conclude the purchase contract under the conditions you specify. You are bound by your offer for two weeks.

III. Acceptance

We accept your binding offer to conclude the contract by making our delivery or by a written order confirmation, in which the contractual terms are stated again.

IV. Advisory service

We provide technical advice in good faith based on our research and experience. All data and information regarding the suitability and use of the products, as well as the protection of third-party rights, is not binding and therefore does not exempt the buyer from carrying out its own tests on the suitability of the products for the intended processes and purposes. No liability for advisory services will therefore be accepted unless that liability has been expressly stipulated in writing.

V. Withdrawal and right of return

You have the right to withdraw from this agreement within a period of fourteen days, without giving a reason. The withdrawal period shall be fourteen days from the date on which you or a named third party, other than the carrier, have taken possession of the goods. To exercise your right, you must provide us

RCT Reichelt Chemietechnik GmbH & Co.
Englerstr. 18
69126 Heidelberg, Germany
Tel. +49 6221 31250
Fax +49 6221 312510
Email: info@rct-online.de

THOMAFLUID®

THOMAPLAST®

THOMAPOR®

THOMASTABIL®

THOMACHROM®

THOMADRIVE®

THOMASANN®

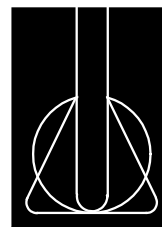
RCT Reichelt Chemietechnik GmbH + Co. • Englerstr. 18 • 69126 Heidelberg
Persönlich haftende Gesellschafterin:
Reichelt Chemietechnik GmbH
Geschäftsführer:
Dr. oec. Peter Reichelt, Thomas Reichelt

Tel. 06221 3125 0
Fax 06221 3125 10
info@rct-online.de
www.rct-online.de

Eingetragen im Handelsregister
des Amtsgerichts Heidelberg
HRA 331418 und HRB 331583
Ust.-Identnummer: DE143290406

Volksbank Kraichgau Wiesloch eG
S.W.I.F.T. / BIC: GENODE61WIE
IBAN: DE47672922000021039004
Heidelberger Volksbank eG
S.W.I.F.T. / BIC: GENODE61HD1
IBAN: DE81672900000042951404

Beirat
Dr. Matthias Ritzi
Susanne Reichelt
Klaus Schweigert
Manfred Neumann



General Business Terms & Legal Information

with a written notice (e.g. by post, fax or email) that clearly expresses your intention to withdraw from the agreement. You can use the enclosed withdrawal form template for this purpose, but this is not mandatory. The time limit for withdrawal shall be deemed to have been observed if the withdrawal notice was sent before the end of the withdrawal period.

Consequences of withdrawal

1. If you withdraw from this agreement, we shall be obliged to reimburse you for any payments that we have received from you, including delivery costs (except for additional costs arising from the fact that you have chosen a different type of delivery than the cheapest standard delivery option) within fourteen days from the date on which we have received your withdrawal notice. Unless expressly agreed otherwise, we shall use the same method of payment to reimburse you as you used for the initial transaction; in any event, you will not incur any fees as a result of such reimbursement.

2. We may withhold reimbursement until we have received the goods back from you, or you have supplied evidence of having sent back the goods, whichever comes earlier. You shall bear the direct costs of returning the goods.

3. Withdrawal form template (if you want to withdraw from the contract, please fill out this form and send it to us.)

To: RCT Reichelt Chemietechnik GmbH & Co., Englerstr. 18, 69126 Heidelberg, Germany, Tel. 0622131250, Fax 06221312510, Email: info@rct-online.de

I/we (*) hereby withdraw from the agreement that I/we (*) concluded for the purchase of the following goods:

- Ordered on (*) / received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only applies to paper communications):
- Date (*)

(*) Delete as appropriate

EU - Online Dispute Resolution

The European Commission provides a platform for consumers according to § 13 BGB for online dispute resolution (ODR), which you can find here: <https://ec.europa.eu/consumers/odr>. We are neither required nor willing to participate in the online resolution of consumer disputes. Our email address and further contact details can be found in our imprint.

VI. Delivery period

1. Information on delivery dates is binding.

2. An agreed binding delivery deadline will be deemed to have been met if the goods to be delivered leave our factory before the end of the agreed time for that delivery or if the customer has been notified of readiness to dispatch.

THOMAFLUID®

THOMAPLAST®

THOMAPOR®

THOMASTABIL®

THOMACHROM®

THOMADRIVE®

THOMASANN®

RCT Reichelt Chemietechnik GmbH + Co. • Englerstr. 18 • 69126 Heidelberg
Persönlich haftende Gesellschafterin:
Reichelt Chemietechnik GmbH
Geschäftsführer:
Dr. oec. Peter Reichelt, Thomas Reichelt
Tel. 06221 3125 0
Fax 06221 3125 10
info@rct-online.de
www.rct-online.de

Eingetragen im Handelsregister
des Amtsgerichts Heidelberg
HRA 331418 und HRB 331583
Ust.-Identnummer: DE143290406

Volksbank Kraichgau Wiesloch eG
S.W.I.F.T. / BIC: GENODE61WIE
IBAN: DE47672922000021039004
Heidelberger Volksbank eG
S.W.I.F.T. / BIC: GENODE61HD1
IBAN: DE81672900000042951404

Beirat
Dr. Matthias Ritz
Susanne Reichelt
Klaus Schweigert
Manfred Neumann



General Business Terms & Legal Information

3. If disruptions, delays or failures of our suppliers, raw material, energy or labour shortages, strikes, lockouts, difficulty in finding transport, traffic congestion, acts of government or other acts of force majeure occur at our premises or those of our suppliers, the delivery period shall be extended accordingly. If delivery is delayed by more than one month, both we and the buyer will be entitled, to the exclusion of all further claims, to withdraw from the contract with regard to the delivery quantity affected by the disruption.

4. Partial deliveries are permissible.

5. If the goods are to be accepted gradually over a certain period of time, unless expressly agreed otherwise that acceptance will be spread evenly over the entire period. If the buyer lags behind in accepting the agreed partial quantities, then we will be authorised, after granting a reasonable grace period, to store the relevant quantity for the buyer's account and at its risk or to deduct it from the final quantity. In the latter case, the special conditions granted for the goods already delivered will no longer be valid.

6. Each partial delivery under a contract will, with respect to the conditions, be deemed to be a special transaction under contract, the performance, non-performance or improper performance of which will have no impact on other transactions within or outside the contract.

VII. Delivery, transfer of risk and packaging

1. We reserve the right to choose the route and shipping methods. At the express request of the buyer, we will insure the shipment at the buyer's expense against theft, fire and water damage and other insurable risks.

2. For our customers which are companies the additional condition applies that the risk of destruction, loss or damage of the goods is transferred to the buyer upon dispatching or, in the case of collection by the buyer, with their readiness for dispatch. This also applies to carriage-paid delivery.

3. If delivery is delayed due to circumstances for which the buyer is responsible, then the risk transfers to the buyer from the day the goods are ready for delivery; we will be obliged, however, to arrange the insurance that the buyer requests at the buyer's request and expense.

4. Delivered goods must be accepted by the buyer – without prejudice to the rights under Section IX – even if the goods exhibit defects, provided they are not major defects.

5. The packaging is charged for, unless it is on loan or leased. Packaging materials that have been loaned or leased must be returned by the buyer immediately at its expense. Loss of or damage to the loaned or leased packaging, if it is not returned to us, will be charged to the buyer, regardless of fault. Loaned or leased packaging may not under any circumstances be used for other purposes or to receive other products. The packaging is supplied solely for the transportation of the goods. Labels must not be removed. If we are not once again in possession of the packaging within six weeks of the invoice date, we will be entitled to claim compensation from the buyer for the costs of replacing it.

VIII. Payment and retention of title

1. For an ongoing business relationship, the invoice amounts must be paid within 10 days of the invoice date less a two-percent discount, or within 30 days after the invoice date without any discount. Money orders, cheques or bills of exchange will not be accepted. Payments will only be deemed to have been

THOMAFLUID®

THOMAPLAST®

THOMAPOR®

THOMASTABIL®

THOMACHROM®

THOMADRIVE®

THOMASANN®



General Business Terms & Legal Information

made if the amount is finally available in one of our accounts. Representatives are not authorised to collect money.

2. If payments are insufficient to cover all claims against the customer, we reserve the right to use them for settlement as follows: the receivables will be used first to settle the oldest outstanding debt; specifically, first the costs, then the interest and then the principal will be paid.

3. Rights of retention and offsetting against disputed claims are excluded.

4. If payment terms are not met or if other circumstances likely to reduce the creditworthiness of the purchaser arise, all our claims will be immediately payable. We are also entitled to demand advance payments for deliveries not yet made and to withdraw from the contract after a reasonable period or claim damages for breach of contract, to prohibit the buyer from reselling the goods, and to collect any unpaid goods at the buyer's expense.

IX. Defects

1. Complaints concerning obvious flaws in quality or defects must be submitted in writing within 14 days of the receipt of the goods, indicating the account number.

In addition, for customers which are companies, we must be notified of hidden defects in writing within 14 days after their discovery, but no later than six months after delivery to the place of dispatch.

2. In the event that the purchaser is a company, it must – if necessary by sample processing – check whether the goods are free of defects and are fit for their intended use. If it foregoes the test, any liability on our part will be excluded.

3. For complaints received in due time, we are entitled to provide a supplementary performance on two occasions, within a reasonable time. We can, at our discretion, either remedy the defect or replace the defective item. If remedying the defect fails even after the second attempt or we are unable to honour our obligation to provide a supplementary performance, the customer will be entitled to cancel the order or to a price reduction.

4. If our customer is a company, in the event of damage to merchandise or even only to the packaging of merchandise delivered by the German Railway or by a forwarder, it will be obliged to refuse acceptance and to make an appropriate record of that refusal. If the buyer nonetheless accepts the damaged goods, we can assume no liability for merchandise damaged during shipping.

5. If our customer is a company, goods that exhibit no defects can only be returned with our consent. If the return is not due to any fault on our part, we are entitled to charge return expenses (function controlling) in the amount of 20 percent of the product value. The return shipment will be carried out at the risk and expense of the sender.

X. Exclusion of liability

Compensation for breach of an obligation under the contract by us or our representatives or agents shall be paid only within the provisions of the law and only in the event of wilful misconduct or gross negligence.

Claims under the Product Liability Act remain unaffected. In addition, the exclusion of liability does not apply to death, injuries, or damage to health.

THOMAFLUID®

THOMAPLAST®

THOMAPOR®

THOMASTABIL®

THOMACHROM®

THOMADRIVE®

THOMASANN®

RCT Reichelt Chemietechnik GmbH + Co. • Englerstr. 18 • 69126 Heidelberg
Persönlich haftende Gesellschafterin:
Reichelt Chemietechnik GmbH
Geschäftsführer:
Dr. oec. Peter Reichelt, Thomas Reichelt

Tel. 06221 3125 0
Fax 06221 3125 10
info@rct-online.de
www.rct-online.de

Eingetragen im Handelsregister
des Amtsgerichts Heidelberg
HRA 331418 und HRB 331583
Ust.-Identnummer: DE143290406

Volksbank Kraichgau Wiesloch eG
S.W.I.F.T. / BIC: GENODE61WIE
IBAN: DE47672922000021039004
Heidelberger Volksbank eG
S.W.I.F.T. / BIC: GENODE61HD1
IBAN: DE81672900000042951404

Beirat
Dr. Matthias Ritzi
Susanne Reichelt
Klaus Schweigert
Manfred Neumann



General Business Terms & Legal Information

XI. Retention of title

1. If our customer is a consumer, we will retain ownership of the goods until full payment has been made.
2. In contracts with companies, we retain the title to the goods until full payment of all claims arising from the ongoing business relationship with the respective company. This will apply even if some or all of our claims are credited to a current account and the balance is recorded and acknowledged. The right to retention of title and the security to which we are entitled will remain in effect until full release from any contingent liabilities that we have entered into in the interests of the buyer (e.g. cheque/bill of exchange procedure).
3. If the goods are machined or processed by the buyer, the retention of title will also extend to the new property. In the event of processing, combining or mixing with external objects we will acquire joint ownership of the newly manufactured goods in the ratio of the value of the item subject to retention of title to the other processed or mixed items at the time of processing or mixing. The buyer shall act for us in the processing without acquiring any claims against us due to the processing.
4. The buyer is obliged to store the goods subject to retention of title on our behalf and to properly insure them against loss and damage at its own expense. As a precaution it hereby assigns its claims under the insurance policies to us in advance.
5. The buyer is entitled to resell the goods subject to retention of title in the ordinary course of business. Other disposals, in particular pledging or assignment for collateral, are not permitted to the buyer. For non-cash payment, the buyer must agree with his customer a retention of title in accordance with these conditions. The right to resell lapses if the buyer suspends payments.
6. The buyer hereby assigns to us its claims from the passing on of the goods subject to retention of title and all ancillary and security rights, including bills of exchange and cheques. If goods to which we are entitled to co-ownership under paragraph 3 are sold, the assignment shall be limited to the share of the claim corresponding to the share in co-ownership. If goods subject to retention of title are sold together with other goods at an aggregate price, the assignment shall be limited to the share of our invoice (including VAT) for the goods subject to retention of title sold with the other goods. For the event that the buyer uses the goods subject to retention of title for processing under a works contract, the buyer hereby assigns to us in advance its claim for remuneration for that work in the amount of the increasing value of our invoice (including VAT) for the processed goods subject to retention of title.
7. The buyer is required by us to disclose the assignment to purchasers and to give us all information and hand over all documents necessary to assert our rights against the purchaser. The buyer is forbidden from making any agreements with its customers that may exclude our rights or infringe upon them in any way. In particular, the buyer may not enter into any agreements that could undermine or impair the advance assignment of claims to us.
8. If the buyer fails to fulfil its obligations towards us on time, we will be entitled at any time – without prejudice to our other rights – to demand the release of the goods and/or assert directly the rights assigned to us. Reclaiming the goods subject to retention of title shall not be construed as withdrawal from the contract unless we expressly declare this in writing. The buyer must inform us immediately of any assigned claims or third-party claims to the goods subject to retention of title.
9. We shall release the security, including the security based on assignment in advance, if the value exceeds by more than 20 percent the value of the total secured claims, provided they have not yet been settled.

THOMAFLUID®

THOMAPLAST®

THOMAPOR®

THOMASTABIL®

THOMACHROM®

THOMADRIVE®

THOMASANN®



General Business Terms & Legal Information

XII. Contractual penalties

If the buyer breaches its obligations under Section XI and thus makes impossible the enforcement of our claim to the delivered goods subject to retention of title, it will have to pay a penalty in the amount of the invoice amount for the goods subject to retention of title.

XIII. Trademarks

The reproduction of general descriptive names, trade names and trademarks of Reichelt Chemietechnik does not justify, even in the absence of a specific declaration, any assumption that such names are to be regarded as free in the meaning of trademark and trade protection laws and that they may therefore be used by anyone. All rights are reserved by Reichelt Chemietechnik.

XIV. Place of performance, jurisdiction and partial nullity

1. The place of performance for the delivery to the company is the respective shipping point, and for payment our headquarters.
2. For contracts with merchants and legal persons under public law, the place of jurisdiction is, at our discretion, either our registered office or the District Court for Aalen/the Regional Court for Ellwangen, since our legal department is located in that local jurisdiction, or the general jurisdiction of the buyer. This also applies to deeds, bills of exchange and cheques.
3. Should individual clauses of these General Business Terms prove invalid in whole or in part, the validity of the other clauses or other parts of such clauses shall remain unaffected.

THOMAFLUID®

THOMAPLAST®

THOMAPOR®

THOMASTABIL®

THOMACHROM®

THOMADRIVE®

THOMASANN®

RCT Reichelt Chemietechnik GmbH + Co. • Englerstr. 18 • 69126 Heidelberg
Persönlich haftende Gesellschafterin:
Reichelt Chemietechnik GmbH
Geschäftsführer:
Dr. oec. Peter Reichelt, Thomas Reichelt
Tel. 06221 3125 0
Fax 06221 3125 10
info@rct-online.de
www.rct-online.de

Eingetragen im Handelsregister
des Amtsgerichts Heidelberg
HRA 331418 und HRB 331583
Ust.-Identnummer: DE143290406

Volksbank Kraichgau Wiesloch eG
S.W.I.F.T. / BIC: GENODE61WIE
IBAN: DE47672922000021039004
Heidelberger Volksbank eG
S.W.I.F.T. / BIC: GENODE61HD1
IBAN: DE81672900000042951404

Beirat
Dr. Matthias Ritzi
Susanne Reichelt
Klaus Schweigert
Manfred Neumann