



# TERMS AND CONDITIONS OF SALE

[www.blum.com](http://www.blum.com)

 **blum**<sup>®</sup>

**A. Validity of these terms and conditions of business**

All deliveries and services are carried out exclusively on the basis of the following terms and conditions of business.

Conflicting terms and conditions will not be accepted by us, even if these terms and conditions are not expressly contradicted.

**B. Prices and terms of payment**

1. All prices are non-binding and are based on the calculation basis on the date of concluding the contract (e. g; raw material prices, exchange rates, personnel costs, energy and transport costs, etc.) and are exclusive of VAT and transport packaging.
2. Payment must be made in the invoiced currency, free of charges and without deductions.
3. The invoiced amounts fall due for payment no later than 5 working days after the date of the invoice unless otherwise agreed. When a payment period is agreed, the due date is calculated from the date of the invoice.
4. If the due date is exceeded, without prejudice to other statutory rights, interest on arrears shall be charged at the statutory rate. The buyer undertakes to refund all costs incurred in the course of any legal steps taken, such as, for example, reminders and collection costs, court and lawyers' costs, insofar as these are proportionate to the claim pursued.
5. All payments must be made directly and exclusively to Blum; payments by third parties shall have no debt-discharging effect. Agents and commercial agents are not entitled to collect payments.
6. If the buyer's assets situation deteriorates (for example, court proceedings, executions or insolvency proceedings, etc.) or if the agreed payment deadline is not met, Blum shall be entitled to immediately demand payment of all claims and to withdraw from the purchase contract; Blum shall, moreover, be released from making further deliveries. The buyer shall not retain any payments or offset them against counterclaims of any kind whatsoever.

**C. Delivery, Transfer of risk**

1. Costs and risks of the buyer shall be governed by the agreed INCOTERM clause in the current version. If no other INCOTERM clause is agreed, deliveries of goods shall be ex warehouse.
2. Partial deliveries as well as excess and short deliveries of up to 10 (ten) percent are permitted and the buyer is obliged to take the same. In such a case, the purchase price shall be adjusted proportionately according to the actual delivery quantity.
3. Upon delivery pursuant to clause C. 1, the delivery shall be considered as accepted and the risk shall pass to the buyer.
4. Delivery periods are calculated from the replacement times specified by Blum (the total of the regular production and regular transport times to the specified location in accordance with the agreed INCOTERM). When indicating delivery dates, delivery shall be made up to the last working day of the calendar week in which the delivery date falls.
5. Operational interruptions and events of force majeure, e. g. technical faults, strikes, natural disasters or weather events, war, interruptions or delays in the supply of raw materials, lack of raw materials and similar cases at Blum as well as at suppliers of Blum or the service providers commissioned in the transport chain shall release Blum from its delivery obligations.

**D. Reservation of title**

1. Blum reserves title to all delivered goods until payment in full of all outstanding claims arising from the business relationship (including interest, expenses and costs).
2. If the buyer sells the goods delivered by Blum - even after further processing - before payment in full to Blum, the buyer shall assign his purchase price claims against his customers from his deliveries to Blum. The buyer undertakes to carry out all the public actions required for the effectiveness of the transfer of claims (e. g., assignment note on the invoice or note in its books, etc.). Furthermore, the buyer also undertakes to oblige its customer also to sell the goods with extended reservation of title and against advance assignment of its purchase price claim.
3. In the case of processing or mixing of the goods delivered by Blum with other goods, Blum's title shall not be lost thereby. Blum shall acquire co-ownership in the proportion of the product used to the selling price of the goods. Title to the processed goods shall only be transferred to the buyer when the latter has paid the purchase price in full.
4. Payments as well as assignments in advance are always made on account of performance. The approval of resale or further processing as well as the collection of the receivables do not constitute a waiver of the assignment in advance to third parties or a waiver of the reservation of title and the expectant right to the title.
5. In the case of payment arrears or insolvency of the buyer's customer, the buyer undertakes to take back the reserved goods or to demand the assignment of the surrender claims of these customers against third parties.
6. In the case of the cessation of payment or insolvency on the part of the buyer, or an already effected attachment, its right to resale or further processing of the goods delivered by Blum shall expire, along with its right to the collection of outstanding amounts.
7. In so far as the validity of the reservation of title in the country of destination is subject to special conditions or formal requirements, the buyer is obliged to ascertain and fulfil these requirements.

**E. Warranty and damages**

1. Complaints must be notified within 10 working days after delivery or after discovery of the defect, or such claims shall otherwise lapse.
2. The warranty period is 24 months from delivery by Blum and comprises only the free material replacement of the defective part. If the customer of the buyer (consumer) makes additional claims against Blum in accordance with local law, the buyer shall fulfil these claims and shall indemnify Blum. This shall also apply in the event of a claim for damages and in the event of recourse by the buyer.
3. Blum, together with its suppliers, shall only be liable in the event of intention or gross negligence, with the exception of personal injuries pursuant to the Product Liability Act. Claims for damages shall become statute barred within 6 (six) months from knowledge of the damage and the party causing the damage. Liability for minor negligence is excluded, as well as compensation for consequential damage and damage to property, loss of profits, loss of interest and damages from claims of third parties against the buyer. Blum together with its suppliers shall not be liable for material damage resulting from product liability incurred by a company. These limitations of liability shall also apply in the event of delay or partial delay in delivery as well as for recourse.
4. The buyer must exclude its liability to its customers under clauses E. 2 and E. 3 for the benefit of Blum and Blum's suppliers.
5. A warranty claim and / or claim for damages from the combination of Blum products with third party products is expressly excluded. The buyer must inform its customers thereof.

**F. Final provisions**

1. All legal transactions concluded with Blum are governed by Indian law, excluding the provisions of international private law and excluding UN purchase law.
2. The place of performance for delivery and payment is exclusively Mumbai for both parties, unless a different place of performance is specified in an individual order.
3. In relation to all disputes arising from this contract, the jurisdiction of the local competent court at Blum's principal place of business is agreed, and Blum shall be free to bring any legal dispute before any other legally competent court, including the court at the buyer's principal place of business.
4. Should a provision of these terms and conditions of business be or become invalid or unenforceable as a whole or in part, this shall not affect the legal validity of any of the other provisions. The contracting parties shall replace the legally ineffective or unenforceable provision by an effective and workable provision which comes as close as possible to the content and purpose of the legally ineffective or unenforceable provision.

(Status: 3/2021)