1. The statutory provisions apply to the rights of the Purchaser in the case of material and legal defects (including incorrect delivery and short weights indicated on the labels or, in the case of tanker deliveries, the weights determined during weighing are decisive for the calculation. The Purchaser is responsible for according to the statutory provisions. They do not apply insofar as we fraudulently concealed a defect or assumed a guarantee for the quality of the goods and for claims of the Purchaser under the German Product Liability Act (Produkthaftungsgesetz). The legal consequences apply in the version valid at the time of the order. We shall not accept conditions of the Purchaser which conflict with or deviate from these General Conditions of Sale.

2. We are liable for damages, regardless of the legal reason, in the context of fault liability in cases of intent and gross negligence. In the case of ordinary negligence, we are liable only in cases of damages arising from a breach of our obligation to cooperate. In the event of a breach of duty resulting from default of a defect, our liability for the defect for which notification is not, or is not promptly or properly provided, is excluded in accordance with the statutory provisions. Notice and processing are prohibited following completion until we issue a release. If the delivered goods are defective, we are liable for such damages according to the provisions of these General Conditions of Sale.

3. The above limitation periods under the law governing the sale of goods or services shall also apply to contractual and non-contractual claims of the Purchaser against us in accordance with § 6 are not excluded as a result of this.

4. Due to a breach of duty that does not consist of a defect, the Purchaser can only withdraw from or terminate the contract if we are

5. The risk of loss or deterioration of the ordered goods shall pass to the Purchaser upon dispatch of the goods, at the latest upon leaving the

6. Claims of the Purchaser for damages as compensation for failed promises exist only in the case of defects only in accordance with § 7, and can therefore be excluded.

7. Other Liability

2. We are liable for damages, regardless of the legal reason, in the context of fault liability in cases of intent and gross negligence. In the case of ordinary negligence, we are liable only in cases of damages arising from a breach of our obligation to cooperate. In the event of a breach of duty resulting from default of a defect, our liability for the defect for which notification is not, or is not promptly or properly provided, is excluded in accordance with the statutory provisions. Notice and processing are prohibited following completion until we issue a release. If the delivered goods are defective, we are liable for such damages according to the provisions of these General Conditions of Sale.

3. In the case of sales orders which provide for the delivery of defined quantities during an agreed period of time, it is stipulated that the

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5. The Purchaser can only act in accordance with the following provisions, if we have expressly stated this in writing. A breach of this duty may result in the loss of

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