1. Scope of Application/Offers
(1) These General Conditions of Purchase apply to all business transactions, including future ones, with our customers (hereinafter referred to as the "Seller"). These General Conditions of Sale and Delivery only apply if the Seller is an entrepreneur within the meaning of section 14 of the German Civil Code (Bürgerliches Gesetz - BGB), a legal person under public law or a natural person who is not a consumer.
(2) The Seller acknowledges that all existing and future contracts for the sale of goods will be exclusively governed by the framework of these General Conditions of Purchase, without any necessity for CREMER OLEO GmbH & Co. KG (hereinafter referred to as the "Buyer") to specifically incorporate them in each individual case.
(3) The Buyer reserves the right to deliver goods for which the Seller is not the sole recipient. In addition, the Buyer will not be deemed to have fulfilled its obligations, the Buyer's contract partners (hereinafter referred to as the "Subcontractor") or the Subcontractor's customers will not be deemed to be the Buyer's customer unless the Seller specifically acknowledges them as such in writing.
(4) The Buyer's decision regarding changes to the contract will be deemed binding upon acceptance by the Seller if the Buyer does not notify the Seller of its decision within the agreed deadline. The Seller is deemed to be aware of this decision unless the Buyer's decision is different from that agreed. The agreement will be adjusted proportionally.

2. Weight
(1) Working days as used in these General Conditions of Purchase are the weekdays Monday through Friday, excluding public holidays and 24 and 31 December.
(2) For the purposes of calculating a time limit, the day the contract is signed or, as the case may be, the day a declaration is received will be disregarded.
(3) Where goods are sold "as is", the Buyer is required to accept the goods irrespective of their quality provided that the goods are of the kind described in the contract, can be regarded as free from defects and the Buyer has paid the purchase price.
(4) Unless agreed otherwise in writing, all prices are quoted in euros.
(5) Any governmental or regulatory measures taken to the detriment of the Seller after the conclusion of contract which negatively affect the purchase price (e.g. in connection with taxes, customs duties, other taxes, transport tariffs, food law and the like) will not establish a right to compensation on the part of the Seller against the Buyer.
(6) The Buyer may only make changes to its order at any time. The Seller will notify the Buyer of any possible effect of such changes on costs and delivery dates and of other important consequences without delay.

3. Payment Modalities
(1) If the goods are delivered to their destination in damaged packaging or if the goods are handed over to the carrier in damaged packaging, the buyer will be entitled to return the goods to the Seller and/or its affiliates.
(2) The buyer must be entitled to set off claims that are undisputed or legally enforceable; it has no right to refuse to perform its obligations under the contract or to exercise any lien rights.
(3) The version of the Incoterms published by the International Chamber of Commerce that is current at the time the contract is concluded).
(4) Where goods are sold on an "approval basis", the Buyer must return the goods to the Seller in the same condition as when received and in the same packaging, the Buyer may have the goods returned to the Seller of its decision to return the goods. Settlement of any payments due under the contract will be made on the basis of the market price prevailing on the last working day of the month following delivery.

4. Delivery of the Agreed Quantity
(1) If the parties agree on a quantity of goods within fixed limits (from - to), the mean value is the basis for assessing whether the Seller has delivered the agreed quantity.

5. Quality
(1) Where goods are sold by sample, at least their appearance and their analysis data must correspond with that of the sample.
(2) Where goods are sold on an "approval-of-sample" basis, the Parties agree on a deadline for the Buyer's decision regarding approval. If the Buyer does not notify the Seller of its decision within the agreed deadline, the sample is deemed rejected.
(3) Where goods are sold "as is", the Buyer is required to accept the goods irrespective of their quality provided that the goods are of the kind described in the contract, can be regarded as free from defects and the Buyer has paid the purchase price.

6. Authority and Incoterms
(1) Unless agreed otherwise in writing, all prices are quoted in euros.
(2) Any governmental or regulatory measures taken to the detriment of the Seller after the conclusion of contract which negatively affect the purchase price (e.g. in connection with taxes, customs duties, other taxes, transport tariffs, food law and the like) will not establish a right to compensation on the part of the Seller against the Buyer.
(3) The version of the Incoterms published by the International Chamber of Commerce that is current at the time the contract is concluded).

7. Price
(1) Unless agreed otherwise in writing, the price will be deemed to be fixed irrevocably. The price quoted in the contract is current at the time the contract is concluded).
(2) The price will be deemed to have been agreed irrevocably. The price quoted in the contract is current at the time the contract is concluded).

8. Conditions of Sale
(1) The delivery dates specified in the order are binding. The relevant date for determining whether the goods have been delivered on time is the date the goods are received by the Buyer or a company listed on the website at www.cremer.de or a third party specified by the Buyer. In the event that the Seller becomes aware of circumstances that will preclude its complying with an agreed delivery date, the Seller must notify the Buyer of this in writing without delay. If the Buyer accepts a late delivery, this will not be deemed a waiver of its remedies for late delivery or its rights of rescission.
(2) Unless agreed otherwise in writing, delivery must be made Delivered Duty Paid (DDP) in accordance with the version of the Incoterms published by the International Chamber of Commerce that is current at the time the contract is concluded.
(3) Where "no time for delivery" is fixed, the Seller must specify the date for delivery/acceptance of the goods within the agreed time limit. The Seller must notify the Buyer of the delivery date at least five days before the delivery date and also send the respective Part 4 notice. If the Seller fails to do so, the Seller must correspond with that of the sample.
(4) Where the goods are to be delivered "as required", the Buyer may change the delivery deadline, the date of notification is not counted for the purposes of calculating the notice period.
(5) In the case of the contracts in subsections (3) and (4), the term "promptly" ten (10) working days from the date the contract is concluded; the date the contract is concluded is not counted for the purposes of calculating the delivery period.
(6) In the case of delivery in installments, the agreed quantity of goods must be delivered/accepted in approximately equal installments during the agreed delivery period. Each of the Buyer's rights pursuant to subsection (9), where the Seller makes a late delivery it will be required to pay a contractual penalty of 1% for each calendar week or part thereof. The Buyer may also make changes to its order at any time. The Seller will notify the Buyer of any possible effect of such changes on costs and delivery dates and of other important consequences without delay. The execution of the order with the indicated effects requires the Buyer's prior consent.
(7) Determined by the prevailing exchange rate of the foreign currency that is current at the time the contract is concluded applied
(8) Any references to the application of statutory provisions are only for the purposes of clarification. Even without such clarification, statutory provisions only apply to the extent that the General Conditions of Purchase do not directly alter or expressly exclude them.

9. Additional terms and conditions of purchase as of January 2012
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The Seller will, without request, submit all documents and papers related to the goods that are required under the relevant statutes, rules and regulations to the Buyer at the latest at the time of the first delivery of the goods. These will include any possible safety data and leaflets. Wherever possible the Seller must submit the originals of the documents to the Buyer; otherwise copies may be submitted.

Where the Seller or a third party commissioned by it delivers or ships goods to a location outside of the territory of the Federal Republic of Germany, the Seller will be obliged to submit to the Buyer the proof of export necessary under tax law and the relevant provisions concerning customs duties without request.

9. Securities

The Buyer is entitled to securities of the usual type and scope in relation to its claims, even when these are conditional or limited. The securities granted will also be deemed securities for the claims of any company listed on the website at www.cremer.de without any special agreement to this effect.

10. Intellectual Property

(1) The title to the goods passes to the Buyer upon acceptance of the goods by it or a third party specified by it.

(2) The Buyer will retain title to all documents (e.g. drawings, illustrations, calculations), samples, substances and other items which the Buyer or a third party instructed by it hands over to the Seller in connection with the order. The documents, samples, substances and other items to be retained by the Seller are intended entirely for the purposes of the Buyer's business relationship with title to all documents.

The Seller must treat them confidentially, and it may not disclose them to third parties without the Buyer's written consent. The Seller must return the documents, samples, substances and other items to the Buyer without request after the execution of the contract unless they are required for the Buyer's business. If expressly requested to do so by the Buyer, the Seller will dispose of the documents, samples, substances and other items in an appropriate manner, at its own expense, after the execution of the contract.

(3) If the Buyer provides the Seller with its own substances or other materials, they will remain the property of the Buyer. If the Seller or a third party specified by it mixes or combines the substances or materials provided by the Buyer, this other material, or this other material, will be deemed to be on the Buyer's behalf but will not result in any obligations for it. The Buyer will have title to the new item created by the treatment or processing of its substances or materials.

(4) If the substances or materials provided by the Buyer are mixed or combined with substances or materials belonging to third parties, the Buyer will acquire co-ownership of the new item in the proportion of the value of its substances or materials to the total value of the new item.

(5) To cover the eventual that the substances or materials provided by Buyer will be mixed or combined with other items, the Seller transfers herewith its ownership or, as the case may be, co-ownership rights in the mixed or combined substances or materials to the Buyer for the time being.

(6) If the Seller develops and/or produces substances, materials, documents or other items in the course of executing the contract, the Parties agree that the Seller will transfer property and other rights in same to the Buyer and hold such items as custodian for the Buyer at its own expense.

(7) The Seller is entitled to reserve title to its goods unless the Buyer has consented in writing to same.

11. Warranty Claims / Liability of the Buyer

(1) The Buyer will, upon acceptance and properly perform the contract, warrant that it will deliver goods of the agreed quality and specifications, that the goods will be in conformity with the relevant statutory and regulatory provisions as well as recognized technical standards, and be free from defects. The Seller warrants that to the extent relevant - the goods delivered have the same characteristics as previous deliveries of goods which were free from defects - except where changes were agreed with the Buyer in writing in advance.

(2) The Seller is liable to the Buyer for losses and events in title in accordance with the statutory provisions unless otherwise provided below.

(3) In the event of a defect, the Buyer may, at its option, request demand repair or replacement. The Seller will be responsible for all costs and expenses that arise in connection with the examination and repair of the goods. If the goods have to be returned to a place other than the Seller's place of delivery, the same will be charged to the Buyer. The Seller only has reasonable grounds for suspending the existence of a defect. If it is not possible to repair the defects at the location of the goods, the Seller will be required to collect them from such location and subsequently return them to the same location or another location specified by the Buyer.

The warranty period will be suspended during the period of repair or replacement. The Buyer reserves the right to assert further claims.

(4) After one failed attempt by the Seller to remedy the defect, the Buyer may rescind the contract and/or demand damages in lieu of performance. The Seller is not entitled to a second - even partial - attempt at remedying the defect. The Buyer reserves the right to assert further claims.

(5) In urgent cases, the Buyer may, at the Seller's expense, remedy the defect itself, have it remedied by a third party or purchase replacement goods. The Buyer will notify the Seller that it has exercised the aforementioned rights as soon as possible. The Buyer reserves the right to assert further claims.

(6) The Seller must compensate the Buyer for any damage or injury incurred in connection with the defects in the goods. These include but are not limited to the Buyer's expenses if it has to recall the goods or satisfy repair or replacement claims of third parties. The Buyer will notify the Seller as best it can with regard to any recall measures that have to be taken and, to the extent possible and reasonable, allow the Seller an opportunity to influence the recall measures. The Buyer reserves the right to assert further claims.

(7) The Buyer will report obvious defects within fifteen (15) working days from the delivery of the goods and the related documents. This time limit will be extended by a reasonable length of time if examination of the defects takes longer due to the technical or other examination conditions or the absence of the documentation for the goods. If the goods have hidden defects, the time limit will first begin to run when the Buyer discovers the defect. Where defects have been processed or forwarded, the Buyer is in compliance with the time limit if it sends its notice of defects within this time limit.

(8) The Buyer will be liable only for its breaches of contractual or non-contractual obligations or those of its executive staff or agents in the event of intentional wrongdoing or gross negligence. These limitations on liability will not, however, apply in event of willful or negligent breaches of material obligations or where damage results from willful or negligent injury to life, body or health. Liability for willful or negligent breaches of material contractual obligations is limited in the case of slight negligence to the typical damage that the Buyer can be expected to foresee at the time the contract was executed. The Buyer is liable for damage or consequential damage caused by defects. The foregoing does not affect any mandatory claims by injured parties pursuant to the Product Liability Act (Produkthaftungsgesetz) or other mandatory legislation.

12. Product Liability

Where a third party brings a product liability suit against the Buyer, irrespective of the reason and irrespective of whether or not it is based on German or foreign law, the Seller will indemnify the Buyer against any damages claims if the Seller caused the damage and is responsible for same according to fault-based liability principles. The indemnity will also cover any expenses incurred in defending such suit. The Seller is required to take out product liability insurance and provide proof of same upon request.

13. European Chemicals Regulations (REACH)

(1) The Seller guarantees that all of the substances and materials supplied by it are in conformity with the provisions of the REACH Regulation (EC Regulation 1907/2006), and in particular that they do not contain any substances or substances that are listed in Annex IV of the Regulation.

(2) The Seller will provide the Buyer, free of charge, with all of the information and documents that it requires pursuant to the REACH Regulation. The Seller guarantees that the information and documents provided are correct, in particular with regard to chemical safety reports and safety data sheets. The Seller guarantees in addition that it will comply with the obligation to keep information which is contained in the REACH Regulation.

(3) The Seller will, upon first demand, indemnify the Buyer against third party claims arising from a violation by the Seller of the REACH Regulation. The Buyer will immediately notify the Seller of such third party claims. The Seller will indemnify the Buyer for any damage or costs incurred by the Buyer as a result of such violation. The Seller will immediately remedy any defect that is capable of being remedied at a reasonable cost.


(1) The Buyer remains the owner of all intellectual property rights in all the documents (e.g. drawings, illustrations, calculations), samples, substances and other items which the Buyer or a third party instructed by it hands over to the Seller in connection with the order.

(2) In the event that the Buyer commissions the Seller to develop or design the work in question, the Seller will only act to the extent that the Seller is aware that it has or acquires no intellectual property rights (hereinafter referred to as "IP Rights"). The Seller will assign all IP Rights to the Buyer and hand over the originals of all documents, or alternatively copies thereof, as well as information regarding the IP Rights without request. If it is not possible (in part) to assign the IP Rights, the Seller will be entitled to an exclusive licence to exploit them. The Seller, its employees and other agents as well as the third parties commissioned by it undertake to assist the Buyer in the protection of the IP Rights.

(3) The Seller warrants that neither the goods delivered nor their utilization violates intellectual property rights or other rights of third parties. If the event of a violation of such third-party rights occurs, the Seller will, irrespective of the Buyer's awareness of such rights, compensate the Buyer for any resulting damage. In addition, the Seller will, upon first demand, indemnify the Buyer against all third-party claims for intellectual property right violations.

15. Confidentiality

The Seller will treat all business transactions with the Buyer or a company listed on the website at www.cremer.de and information, data, documents, substances, samples and other items received in the course of the respective business transaction confidentially and will not disclose same to third parties except where disclosure of the existence and content of the business transaction is absolutely necessary for the implementation of the transaction or a regulatory disclosure obligation exists. For every violation of this confidentiality obligation, the Seller will be deemed to have committed a contractual penalty in the amount of € 25,000.00. In this context, the possibility of treating multiple breaches as constituting a single breach is excluded. The Buyer reserves the right to assert further claims. The amount of the penalty will be set off against any damages claimed.

16. Governing Law


17. Arbitration Clause

All disputes arising out of or in connection with this Agreement will be referred exclusively to a court of arbitration in accordance with the rules of the German Association of Wholesale and Retail Trade in Oils, Fats and Oil Raw Materials (Deutscher Verband des Großhandels mit Ölen, Fetten und Ölrohstoffen e.V. - GROFOR). Arbitration proceedings will be held in Hamburg.

18. Savings Clause

The invalidity of one or more of the provisions of these General Conditions of Purchase will not affect the validity of its remaining provisions. Any invalid provision will be replaced by that legally valid provision whose economic intent most closely approximates the purpose of the invalid provision.