1. Scope of Application/Offer
(1) These General Conditions of Purchase apply to all business transactions, including future ones, with our suppliers (hereinafter referred to as the “Seller”).

(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 reservation, and that the Buyer will not be bound by any other written or oral contract provisions.

3. All Conditions of Sale of the Seller are hereby rejected by the Buyer. In addition, the Buyer will not be deemed to have accepted the Seller’s Conditions of Sale, even if it does not reject them again after receipt and even if, despite its knowledge of their existence, it unconditionally accepts the Seller’s goods or services.

4. The Buyer reserves the right to make changes to the Seller’s sales offer without notice.

5. Orders placed by the Buyer are deemed binding offers to enter into a contract. Offers by the Seller are deemed accepted only if the Buyer has expressly accepted them. The Buyer may conclude the contract immediately on refusal or on receipt of the goods or services, provided that the Buyer has not paid for them in advance.

6. The Buyer may make changes to its order at any time. The Seller will notify the Buyer of any possible effect of such changes on cost or delivery dates and of other important consequences without delay. The execution of the altered order with the indicated effects requires the Buyer’s prior consent.

7. If a Buyer cancels a contract, the Chamber of Commerce and Industry and/or the contract is completed.

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. The delivery dates specified in the order are binding. The relevant date for determining whether the goods have been delivered is the date of the transfer of risk to the Buyer’s property. If the Seller delivers the goods earlier than agreed, the Buyer may refuse to accept them. If it accepts goods even though they are delivered earlier than agreed, the Seller will be entitled to demand damages for non-compliance.

10. The Seller will be responsible for the packaging costs.

11. The delivery period for delivery, cancel the unperformed part of the contract or demand damages for non-compliance, if the Seller delivers the goods earlier than agreed, the Buyer may refuse to accept them. If it accepts goods even though they are delivered earlier than agreed, the Seller will be entitled to demand damages for non-compliance.

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13. If the Seller becomes aware of circumstances that will prevent it from fulfilling its obligations, it must notify the Buyer of the change in delivery terms, the date of delivery or non-payment of delivery, if the Buyer considers such a change to be material, and the new delivery terms in writing.

14. If the delivery destination changes, the price will be adjusted in accordance with the associated increase or decrease of the costs.

15. Neither the Seller nor its affiliates may assign any claim arising from a contract with the Buyer or a company listed on CREMER’s website at www.cremere.com, unless the Buyer has given its written consent to such assignment.

2. Time Limits
(1) Working days as used in these General Conditions of Purchase are weekdays Monday through Friday, excluding public holidays and 24 and 31 December.

3. Weight
(1) The Seller may only deliver goods whose weight falls short of or exceeds the agreed weight if it has the Buyer’s consent. Where the Parties agree to an “approximate weight,” a difference of more than 2% of the agreed weight is regarded as significant. Unless otherwise agreed in writing, all prices are quoted in euros.

4. If the agreed delivery acceptance period is not met, the Buyer will make the delivery with its products.

5. The modes of collection and delivery are as follows: DDP (delivered duty paid) in accordance with the terms of the Incoterms.

6. The goods must be delivered packaged if they are goods of a kind requiring packaging during transportation. The packaging must be suitable for transportation and in conformity with all legal and regulatory provisions governing the mode of transport used and any packaging rules stated in the Buyer’s order. The Seller will be responsible for the packaging costs. The Buyer is only obliged to return the packaging if this has been agreed in writing; the costs for the return of packaging will be borne by the Seller.

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If the goods are delivered to their destination in damaged packaging or if the goods are handed over to the carrier in damaged condition, the Buyer may have the goods returned to the Seller without examination. The Seller will be responsible for the costs.

The Seller, without request, will 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 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 United Kingdom, the Seller will be obliged to submit to the Buyer the proof of export admission under law and the relevant provisions concerning customs duties without request.

9. Securities

The Seller 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. Title / Retention of Title

(1) Title of 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 will be retained by the Seller are intended entirely for the purposes of the Buyer's business relationship with it. 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 needed for further orders. 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 Buyer or a third party specified by it mixes or combines the substances or materials provided by the Seller with other goods, this will be deemed to be done 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 Seller 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 eventuality that the substances or materials provided by the Buyer are mixed or combined with other items, the Seller transfers herewith its ownership or, as the case may be, its right to be paid for the mixed or combined items, it will be deemed to hold such items as custodian for the Buyer.

(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 shall not be liable to the Buyer for title to its goods unless the Seller has consented in writing to same.

11. Warranty Claims / Liability of the Buyer

(1) The Seller warrants that it will properly perform the contract. The Seller warrants that it will deliver goods of the agreed quality and specifications, that the goods will be in conformity with the relevant laws and regulations 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 Buyer's claims for warranty of quality and defects in title in accordance with the statutory provisions unless otherwise agreed below.

(3) In the event of a defect, the Buyer may, at its option, demand repair or replacement. The Seller will be responsible for all costs and expenses that arise in connection with the examination and repair or replacement even if the goods have been relocated to a place other than the place of delivery. The same applies even where the Buyer only has reasonable grounds for supposing 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.

(4) The Seller must compensate the Buyer for any expenses or damage it incurs 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.

(5) The Seller's liability is limited to the cost of replacement parts, if repaired at the Seller's site. This time limit will be extended by a reasonable length of time if examination of the goods for obvious 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 aforementioned time limit will first begin to run when the Buyer discovers the defect. This applies irrespective of whether the goods have already been processed or forwarded. The Buyer is in compliance with the time limit if it sends its notice of defects within this time limit.

(6) 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. Liability for willful or gross negligence is limited to the typical damage that the Buyer can foresee at the time of entering into the contract. The Buyer shall not be liable under any circumstances for any indirect or consequential loss or damage of whatever kind except as referred to in Section 2 Unfair Contract Terms Act 1977.

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 English 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 the registration entries entered by the European Chemicals Agency required under the Regulation have been carried out.

(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 all third party claims arising from a violation by the Seller of the REACH Regulation. The Buyer will immediately notify the Seller of any such violation.


(1) The Buyer will remain 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) If the Buyer concludes a contract with the Seller for development or project work or the Seller performs development or project work in the course of such contract, the Buyer will be entitled to all intellectual property rights and intangible 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 Buyer will be entitled to an exclusive license 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 utilisation involves intellectual property rights or other rights of third parties. In the event that a violation of such third-party rights occurs, the Seller will, in the 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 or statutory disclosure obligation exists. For every violation of this confidentiality obligation, the Buyer will be entitled to demand payment from the Seller of 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 / Jurisdiction

The laws of England and Wales shall apply. English courts shall have jurisdiction.

17. Subordinate 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.