

GENERAL SALES CONDITIONS

Bodo Möller Chemie Baltics OU, registered office in Tartu, Estonia

§1 General terms

1. These General Terms of Sale (hereinafter: the Terms) apply to all transactions in which Bodo Möller Chemie Baltics (hereinafter: BMC Baltics) supplies goods, in particular sales transactions. The Terms may be waived only in writing.
2. BMC Baltics supplies goods to entrepreneurs, as well as public and private legal entities or organizational units.
3. The Terms are sent to Buyers to the e-mail addresses used for business correspondence. On request, BMC Baltics will provide a printed copy.
4. Filing an order after receipt of the Terms constitutes acceptance of the Terms.

§2 Placing and accepting orders

1. Orders should be placed in writing. For orders placed by phone, BMC Baltics may request written confirmation. The Buyer assumes all risk of errors when ordering by phone.
2. BMC Baltics confirms orders in the form placed. The confirmation may change certain terms, especially delivery date. Unless the Buyer objects by the next business day, the changed terms are binding.
3. An order correctly placed and confirmed is binding, and cancellation requires mutual consent. Returns are only possible with BMC Baltics' consent.
4. Lack of confirmation does not mean the order is accepted.
5. All orders are invoiced exclusively in EUR and must be paid in EUR. Any amounts in other currencies and any indicated exchange rates in the order confirmation are for information purposes only; the final price is based solely on the EUR amount stated in the offer.
6. For orders below EUR 500 net, a handling fee of EUR 50 will be charged.
7. For items in multi-unit packages, BMC Baltics may require ordering full packages.

§3 Prices

1. Prices are net and subject to VAT as per applicable law.
2. Unless agreed otherwise, FCA delivery terms apply – loading included, transport excluded.
3. If prices are quoted in foreign currency and invoiced in another, conversion will be based on the exchange rate from the day before dispatch.
4. BMC Baltics operates in Estonia, Latvia, and Lithuania and holds valid VAT registrations in all three countries. VAT is applied according to the country of delivery. If invoiced in EUR, payment must be made in EUR, and VAT amounts will be calculated and paid in EUR.

§4 Payment

1. Payment terms are specified in the order confirmation. If not stated, advance payment is required; if delivery is already made, payment is due within 14 days.
2. For the first three purchases, 100% advance payment is required.
3. BMC Baltics may demand full or partial advance payment regardless of credit limit.
4. Offsetting receivables is allowed only for claims confirmed in writing by BMC Baltics.
5. In case of payment delay over 3 business days, BMC Baltics may:
 - withhold new deliveries until arrears are paid, or
 - require advance payment, or
 - deliver with a 7-day payment term.
6. If the Buyer fails to make an advance payment on time, BMC Baltics may impose a contractual penalty and grant at least 5 additional business days to pay. Penalty: EUR 50/day.

§5 Properties of the goods

1. Advertising materials, brochures, or samples do not constitute assurances of product properties unless confirmed in writing.
2. Goods comply with the relevant product sheet and certificate of analysis (CoA).
3. BMC Baltics does not guarantee goods altered by the Buyer or improperly stored.

§6 Delivery

1. Delivery dates are indicative unless explicitly marked "not extendable."
2. Partial deliveries are allowed; extra costs due to partial deliveries are borne by the party causing them.
3. Early delivery at Buyer's request may affect availability later.
4. BMC Baltics is not liable for delays due to supplier related issues, force majeure, including transport disruptions or government restrictions.
5. Delivery to third parties designated by the Buyer is not obligatory.
6. Delays do not entitle the Buyer to refuse delivery.

§7 Ownership reservation

1. Goods remain BMC Baltics' property until full payment is made.
2. The right to use goods expires upon bankruptcy or insolvency filing; goods must then be returned on demand.
3. Mixing goods with others may result in co-ownership rights as defined herein.
4. Receivables from resold goods transfer proportionally to BMC Baltics.

§8 Inspection, complaints, returns

1. Buyer must inspect goods on delivery.
2. In all cases of poor delivery quality, the recipient must immediately contact the designated Logistics Quality Line, using the phone number or email indicated on the delivery note (included in the first package).
3. Complaints on quantity, visible defects, or price errors must be filed within 2 business days. Hidden defects must be reported within 3 business days of discovery.
4. Complaints must include product details, batch, description, and proposed resolution.
5. Goods can be returned only with prior written consent.

§9 Warranty & liability

1. Warranty: 1 year or until product expiry date, whichever is sooner.
2. BMC Baltics may replace defective goods or remedy defects.
3. Liability for delayed delivery is limited to the value of delayed goods.
4. No liability for consequential damages unless required by law.

§10 Export restrictions

1. Buyer must provide documents required for products subject to export controls.

§11 Form, governing law, jurisdiction

1. "In writing" includes recorded electronic correspondence.
2. Changes to these Terms require written agreement.
3. Estonian law applies; disputes will be settled in courts having jurisdiction over BMC Baltics' registered office.