

Supplement to our Delivery and Payment Conditions

(As of: 18/03/2020)

General reservation regarding coronavirus pandemic:

As Seller may, due to the currently escalating Corona virus pandemic, ensure performance of the contractual obligations under impediments or with a delay only, or, as the case may be, Seller may even become unable to ensure any performance of the contractual obligations, any and all obligations of Seller to perform deliveries and services and any and all agreed or envisaged due dates shall expressly be made under the reservation that the performance of the obligations will be physically and legally possible under reasonable and cost-effective circumstances, that there will be unimpeded supplies of raw materials, basic materials, energies and third-party services, that sufficient work-force will be available and that traffic routes will be accessible and clear. Notwithstanding the aforesaid, Seller shall, at all times, be entitled to invoke Force Majeure, frustration (physical or legal impossibility to perform a contractual obligation or duty) or disruption of the contractual basis, if the advancing and progressing implications of the Corona virus pandemic hinder a well-regulated and cost-effective performance or if such circumstances unreasonably impair or impede performance.

Contractual Pricing:

The contractual pricing was calculated on the basis of customary assumptions, which do not include any cost increase that might arise due to the currently escalating Corona virus pandemic, such as, without being limited to: increase in raw material or primary material costs, enhanced use of third-party work force, increase in shipping costs, detours, additional demurrage times and waiting pays, costs of additional control or protective measures or of restrictions or mandatory instructions as per the public authorities. The Parties hereby agree that the Seller shall be entitled to surcharge the price with any such additional and proven costs incurred by Seller. If and insofar as additional costs be countable in advance, Seller shall inform Buyer prior to the Seller's incurring of such costs.