

## General Sales and Delivery Terms

- 1) The following General Terms of Business shall apply to all agreements, deliveries and other services, including consulting services, enquiries and similar services. Understandings, changes or amendments shall only be effective, if acknowledged by us in writing.
- 2) The amounts charged in our invoices shall, unless otherwise agreed, immediately be due for payment. Bills will only be accepted on prior agreement. Discount charges shall be at the purchaser's expense. Should a bill be protested, then we shall be entitled to request payment of bills which have not matured yet. With regard to bills in non-banking centres we will not assume any guarantee for their due presentation and protesting. Bills and cheques shall only be deemed payment upon their honouring. In the event that the purchaser shall default, he shall be charged the statutory interest for default by us. The right to provide evidence of secondary damage shall be reserved. Default shall be deemed to have occurred without reminder and to have taken place after 30 days into the service of invoice, at the latest.
- 3) Unless otherwise agreed, our prices shall be interpreted as ex place of dispatch including packaging.

With regard to carriage-paid or duty-free deliveries likely increases in the freight or duty rates subsequent to the purchase shall be charged against the purchaser.
- 4) All shipments shall be shipped at the purchaser's risk, including carriage-paid deliveries. Arrangements for any cargo insurance shall be at the purchaser's discretion. The mode of transportation and shipping route shall be selected by us to the best of our judgement without assuming any liability.
- 5) We shall reserve the right to apply changes to the pricing and delivered volumes within a 5 % margin based on the contract details.
- 6)
  - a) Defects covered by warranty shall lapse after 12 months from the handing-over of goods. However, the above stated term shall not apply to consumer deliveries. In such cases any warranty claims shall lapse within a period of 2 years from the delivery of goods.
  - b) Our statements, particularly, in advertisement or in the context of characterising certain qualities and also within sales talks shall be deemed tentative unless the correctness of any such declarations has been guaranteed by us in writing.
  - c) Quality descriptions, particularly within the context of contract negotiations or in brochures or advertisement material shall not be deemed a guarantee unless explicitly stated.
  - d) Any likely consulting shall be deemed tentative and shall not release the purchaser to inspect our products by himself as to their appropriateness and fitness for their intended use and purpose. In any event, the purchaser must particularly observe the specifications made concerning the products' durability and also all further specifications with regard to their proper use.
  - e) Quality complaints may only be considered, if the purchaser inspects the goods within a maximum period of 8 days upon receipt at the agreed destination and immediately advises us on the defects likely to exist. Any such notice shall in no way release the purchaser from his obligation for payment. In the event that the item purchased should have any defect(s), the purchaser shall, at our discretion, either be guaranteed elimination of the defect(s) or shipment of a defect-free replacement. The customer may only be entitled to request reduction of the purchase price or cancellation of the purchase made, if we do not succeed in eliminating the defect(s), or reject elimination of the defect(s) or delivery of a defect-free replacement.
- 7) Our delivery periods or deadlines shall only be deemed an approximate reference. We do not warrant exact compliance with the delivery periods unless explicitly reassured.

Force majeure, labour strikes, blameless inability and similar events may result in an adequate prolongation of the delivery periods stated covering at least the duration of impediment.

Partial deliveries shall be acceptable. With regard to permanent deliveries each partial delivery shall be deemed a separate transaction.
- 8) The goods sold shall be delivered subject to retention of title. Ownership of them shall be retained by us until full payment of all claims, including those arising in the future, resulting from our business relation with the purchaser will be settled. However, the purchaser shall be entitled to resale the delivered goods in the proper course of business. In any such event, the claims to which the purchaser will be entitled from the resale of our goods or any other consideration of a debt against the acquirer involving our goods shall immediately be ceded to us. However, the purchaser shall be authorised to collect the ceded claims by himself insofar that he meets his contractual obligation of payment in favour of us.

The purchaser shall be entitled to treat and process the delivered goods in the course of proper operation of business. Our retention of title shall also extend to the products resulting from follow-up treatments and processing. The treatment and processing shall be deemed to made in our favour.

In the event that goods delivered by us will be used for compounds or mixtures by the purchaser, we shall become co-owner of the new products proportionately to the value of our goods in relation to the processed goods. In any such cases, the purchaser shall be deemed depository on behalf of us. The purchaser shall be obliged to retain his qualified title in the newly generated goods against his customers, to which he is entitled, until full payment will have been made by them. The purchaser shall be obliged upon request to provide a list of

the third-party debtors and notify them on the cession.

In any such cases, too, the purchaser shall be entitled to collect the ceded claims by himself as long as he has not been instructed otherwise by us.

In the event that the value of the collateral pledged to us should exceed our claims altogether by more than 10 %, then we shall be obliged to release the collateral referred to above to the same extent, at our choice.

The purchaser shall not be entitled to use the goods subject to retention of title or the claims ceded to us as pledges nor to place them in escrow. All and any other unusual dispositions shall also be deemed undue.

Notice of any third-party access to any goods belonging to us and claims to which we are entitled shall immediately be given by the purchaser.

In the event that a purchaser should partially or entirely be in arrears with his payments being due, then we shall have the right to either request payment of the total residual debt or, upon failure by the purchaser to meet the deadline set by us to redeem the matured debt, request compensation for non-compliance considering all variants. Should the seller opt for a reversed transaction, then the purchaser shall explicitly be obliged to return, upon request, all goods delivered without any objection of whatever kind. Any reduction in value which might have occurred in the meantime shall be taken into account while offsetting such returned goods. Should the seller opt for compensation due to non-compliance, then he shall be entitled, without being obliged to provide concrete evidence, to claim 25 % of the net sales price plus VAT. The claim of any further compensation shall not be excluded by this. The purchaser shall retain the right to provide evidence of a likely minor damage being less than the lump sum.

- 9)
  - a) We shall be held liable for acts of deliberation and gross negligence on the part of our bodies and executives as well as for any violations of primary contractual obligations. Insofar that our customer is not a merchant, we shall also be held liable for acts of deliberation and gross negligence on the part of all of our other employees.

However, we shall not be held liable for any violations of secondary contractual obligations unless the customer will lose his or her life, or suffer any physical damage or damage to his or her health through our fault.

In the event that qualities which had been guaranteed should be lacking, we shall only be held liable for damages inflicted on the delivered item itself. We shall only be held liable for damages which do not involve the delivered item itself, unless the customer does not lose his or her life, or suffers any physical damage or damage to his or her health through our fault, if a guarantee has specifically been given to protect the customer just against this damage.

- b) The liability pursuant to section 2 above covering secondary contractual or statutory claims, unless covered by section 1, shall furthermore be restricted to such damages which had been foreseeable prior to contract conclusion. As to negligence in contracting (culpa in contrahendo) the preceding regulations shall apply likewise.
  - c) Any other claims for compensation than those referred to in the terms hereunder and set out in the contract shall be excluded except for those claims covered under product liability law and the occurrence that the customer would lose his or her life, or suffer any physical damage or damage to his or her health through our fault.

In any event the liability shall be restricted to an amount equalling EURO 3,000,000.00

- 10) The liability pursuant to the preceding sections as well as for secondary contractual or statutory compensation claims shall furthermore be restricted to such damages which had been foreseeable at contract conclusion.

Any further claims than those referred to hereunder or provided for in contract shall be excluded with the exception of such claims covered under product liability law.

- 11) Our written and oral consulting services involving application technology matters, inclusive likely third-party proprietary rights, shall be deemed tentative, and shall not release the purchaser from his obligation to inspect our products as to their fitness and adequacy for their intended use and purpose. In particular, specifications as to the quality of materials of the delivered goods shall only be deemed a description and do not include any guarantee. It is hereby explicitly stated that non-compliance may occur which may not be completely avoided for product engineering reasons.

- 12) Place of performance for delivery and payment shall be our registered office. Exclusive jurisdiction shall be with the "Landgericht Darmstadt" (Regional Court of Darmstadt, Germany). The contractual relation shall be subject to the laws of Germany.

In the event that any provision or part of any provision under these terms should become ineffective or unenforceable, the effectiveness and enforceability of the remaining provisions or remaining part of any such provision concerned shall not be affected.

Our General Sales and Delivery Terms may not be excluded or changed by contrary provisions set up by the purchaser. Any changes to these terms shall be subject to written form. This shall also apply to annulling the written form requirement itself.