

**"General Terms of Delivery and Payment of the CHEMISCHEN INDUSTRIE ERLANGEN GmbH
– Version: November 2010 –
According to the recommendation approved by the Federal Cartel Office on 11 July 2003"**

I. Scope

- Our subsequent terms of delivery and payment are only applicable to companies. They do not apply to consumers.
- Our Terms of Delivery and Payment are applicable exclusively. We do not accept any conditions by the purchaser which are opposed to or deviate from our terms of delivery and payment, unless their validity has been explicitly approved by us in writing. Our offers are subject to change unless explicitly stipulated otherwise.
- Any amendments, changes and supplements to these terms must be made in writing.

II. Prices

- The agreed prices are ex works and are exclusive of the VAT rate valid at the day of delivery.
- The calculation is based on the weights, units and quantities determined by us, unless the purchaser raises objection immediately upon receipt but not later than 14 days after receipt.
- Should we generally reduce or increase our prices during the contract period, the changed prices will apply to the quantities to be purchased yet. In case of a price increase, the purchaser has the right to withdraw from the contract by written notice immediately but not later than 4 weeks after receiving notice of the price increase by. The withdrawal does not affect deliveries made before the price increase.

III. Technical Advice on Product Application

- Any consultancy services rendered by us are made to the best of our knowledge. All data and information regarding the suitability and application of the supplied goods do not relieve the purchaser of his duty to perform own tests and inspections. This is especially the case when adding thinning agents, hardeners or other components not purchased from us.

IV. Delivery

- The purchaser must fetch the goods on the agreed delivery date or, if no delivery date was fixed, immediately upon receiving notice of the availability of the goods at the place of delivery according to Section IX.1. Should the purchaser be in delay with the acceptance of the goods, we shall be authorized to ship the goods at our own choice and at purchaser's expense, or unless possible otherwise, to store the goods outdoors if necessary. In this case, we are not liable for the accidental perishing, loss or damage of the goods. In case of storing the goods, we shall be authorized to bill the purchaser for the goods after one week.
- If contrary to Section 1 it has been agreed that we are responsible for dispatching the goods, the transport of the goods will be at the purchaser's expense and, the means and the route of transport will be at our own discretion unless specific instructions exist. The risk is passed on the instant we hand the goods over to the carrier.
- Partial deliveries are admissible if they are reasonable for the purchaser.
- If relevant for the ability to deliver the goods, the delivery can be delayed by the duration of an impediment to the performance, for instance major, unpredictable disruptions of operations not caused by us, exceeding delivery deadlines or delivery failures by our suppliers due to shortage of raw materials, energy or workers, strikes, lock-outs, difficulties in procuring means of transport, traffic interruptions, orders of higher authority and cases of force majeure affecting us or our suppliers. We will immediately inform the purchaser of the beginning and ending of such impediments. Should these circumstances cause a delay in delivery of more than one month, both the purchaser and we have the right to withdraw from the contract to the quantity affected by the delivery disturbance excluding any warranty claims. The purchaser's legal right to withdraw from the contract for the case of a delivery disturbance caused by us remains unaffected.
- If delivery is made in returnable containers, these must be sent back within 90 days after receipt of the delivery completely empty and carriage paid. Loss and damages of the returnable packaging is at the purchaser's expense if he is responsible for it. Returnable packages may not be used for other purpose or for filling in different products. They are solely intended for the transport of the delivered goods. Labellings must not be removed.
- We do not take back disposable packagings, but we name a third party who will recycle the packagings in compliance with the regulation on packaging.
- In the process of production, the delivering company has the right to exceed or reduce the delivery quantity agreed upon in the sales agreement by 10%.

V. Payment

- The invoice amount is payable in full within 30 days after the invoice date. Payment is only considered to be on time if we can dispose of the money with value date on the due date on the account specified by us.
- In case of default of payment, default interest of 8% above the base rate has to be paid. Both, we and the purchaser are at liberty to prove a higher or lower damage for delay.
- Providing bills of exchange is not cash payment and requires our previous approval in order to be permissible. Discount and note charges are at the expense of the purchaser.
- Withholding and offsetting due to claims of the purchaser contested by us are excluded.
- Non-payment of due invoices or other circumstances giving evidence of a significant deterioration of the purchaser's financial situation after concluding the contract entitles us to invoice all our claims based on the same legal relationship and demand immediate payment.

VI. Retention of title

- We reserve the title to the delivery object until full payment of the purchase price has been rendered. We retain the title to the delivered goods until all claims under the running business relationship have been satisfied. The retention of title persists even when adding individual claims to a current invoice and they have been netted out and acknowledged.

Purchase price claims are not considered settled even though they were paid for as long as a mutual liability assumed by us in this context, such as for instance within the scope of a bill of exchange procedure, continues to be applicable.

- The purchaser will perform the processing or mixing for us without generating a liability for us. To secure our claims in case of processing or mixing with other property that we do not own, the purchaser already transfers the shared property at this new object to us in the relation of the value of the retained goods to the other processed objects with the specification that the purchaser shall keep the new object for us.

- The purchaser has the right to dispose of the goods during ordinary course of business unless he fails to fulfill on time his obligations under the business relationship with us.
- The purchaser already assigns claims to us which result from the sale of goods to which we hold title to the extent of our property share in the sold goods as security. If the purchaser links or intermingles the delivered goods with a main object of third parties against payment, the purchaser already assigns his claims for remuneration towards the third party to us as security to the amount of the invoice value of the delivered goods. We accept this assignment.
- Upon our request, the purchaser must provide all necessary information about the inventory of goods in our property and about the claims assigned to us and inform his buyers about the assignment.
- The purchaser is obliged to store the goods subject to retention of title with care and to insure them at his own expenses against loss or damage. The purchaser herewith transfers his claims from the insurance contracts to us in advance. We accept this assignment.
- If the value of the securities exceeds our claims by more than 20 percent, we will release securities in so far at our choice upon demand by the purchaser.
- The purchaser's right to dispose of the products to which we retain title and to collect the claims assigned to us becomes void once he stops payment and/or collapses financially. Should these conditions occur, we are authorized to demand immediate provision of all goods to which we retain title excluding the right of retention without grace period notification or exertion of withdrawal.
- Should the retention of title be ineffective under the law of the country where the delivered goods are located, the purchaser must provide an equivalent security upon our demand. Should he fail to comply with this request, we can demand immediate payment of all open invoices without respecting the agreed payment target dates.

VII. Warranty Claims

- The purchaser must inspect the goods for defects immediately upon receipt.
- Existing defects must immediately be declared in writing but not later than 14 after receipt. Hidden defects must be declared in writing within 14 from detection, and the type and scope of the defect must be specified.
- In case of proper and justified claims we are authorized to either eliminate the defect or provide delivery replacement. In case of defect elimination, we will bear all expenses required for this purpose unless the expenses increase by the fact that the purchased product was brought to a different place than the place of fulfillment. If we are not willing or capable to eliminate the defect or provide delivery replacement, or should such an action be delayed beyond the proper periods of time for reasons for which we are responsible or should the defect elimination or replacement delivery fail, the purchaser has the right to cancel the contract or demand corresponding reduction of the purchase price.
- All claims shall become time-barred within 12 months after receipt of the goods by the purchaser unless the delivered goods were used for a building not-compliant to their normal application which caused the defectiveness of the goods.
- In case of entrepreneur's recourse (§ 478 BGB), we are entitled to reject rights of recourse of the purchaser excluding the claims for new delivery of the goods and reimbursement of expenses provided that we grant the purchaser equivalent compensation for the exclusion of his rights. The purchaser's claims for damages are excluded without compensation having to be granted.

VIII. Liability

- Unless otherwise agreed, all further claims for damages of the purchaser against us and our employees, workers, representatives and auxiliary persons shall be excluded, in particular claims for reimbursement of damages which do not affect the delivered goods themselves.
- The liability limitations and exclusions contained in these terms of delivery and payment do not apply where our liability is mandatory according to the rules of the product liability law in cases of deliberate intention, gross negligence, and physical injury or as a result of properties or durability guaranteed by us. The same applies to our breach of duty that jeopardizes achievement of the purpose of the contract with the liability being limited to the replacement of the typical, predictable damages.

IX. Place of fulfillment, court of jurisdiction and other provisions

- The place of fulfillment for all liabilities under the business relationship or under the individual contract is our respective shipping point, for payments our head office.
- The place of jurisdiction is by our choice either our head office or the general place of jurisdiction of the purchaser. This also applies to disputes in the document, bill of exchange or cheque process.
- The business relationships with our customers are subject to the law of the Federal Republic of Germany exclusively. The applicability of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) is excluded.
- We store and process data of the purchaser to the extent required to properly process the contractual relationships.