

General Terms of Business and Supply

The following terms of business shall apply to all deliveries. The validity of the general terms of business of the buyer/order giver requires our explicit written confirmation.

§ 1 Tenders and acceptance

Tenders ensue without engagement. The written order confirmation is decisive for the type and extent of delivery. The supplier reserves the right to modify products in the interest of technical progress. Modifications, supplements or oral supplementary agreements shall be confirmed in writing.

§ 2 Price and payment

The invoiced amount shall be based upon the list prices valid on the day of delivery plus the legally required value-added tax. The weights determined by the supplier during dispatch are decisive for the price calculation.

Invoices are payable 30 days net cash and payment after the due date is subject to interest exceeding the respective discount rate of the German Bundesbank by 2% while amounting to at least 7,5%.

The right of lien is excluded. In commerce with non-merchants it is only excluded in so far as the counter claims derive from former or other business which is based on equal business relations. Compensation is excluded unless the counter claim is legally ascertained without contestation.

If the purchaser/order giver falls behind with payment of an invoice, all claims arising from the existing business relation shall immediately become due notwithstanding the eventual acceptance of bills of exchange.

§ 3 Delivery

The delivery is on the account and at the risk of the buyer/order giver ex works. In absence of explicit agreements the quoted terms of delivery and fixed dates are always without obligation. The delivery period is deemed observed when the goods are dispatched within the terms of delivery, or when the readiness for a dispatch was indicated. The delivery period shall be considered as impeded for the duration of an impediment due to incidents such as force majeure or Acts of God, restrictions under public law, strike and locking out or other reasons for which the supplier cannot be held responsible.

In the event that the dispatch of the goods is delayed by the buyer/order giver or due to reasons he is answerable for, the supplier is authorized to demand payment at the beginning of the month following the announcement of the dispatch for storage of the non-dispatched goods which will be at least 0,5 % of the invoiced amount for each month started. The assertion of higher costs cannot be excluded.

In case of arrears/partial arrears or the inability/partial inability of the supplier to perform, the buyer/order giver has the right to withdraw from the contract subject to the legal regulations in force. Further indemnification shall be excluded unless the disturbance of the performance is attributable to gross negligence or was intended by the supplier.

§ 4 Reservation of title

The supplier reserves his title to the goods delivered until complete payment arising from the contract has been received. In case of disposal or further processing the buyer/order giver will have already transferred at that point in time his claims against his customers to the supplier. Pledging or title transfer of property of goods delivered for the purpose of debt security is excluded, pledging or other endangering of the supplier's property shall be reported immediately.

In case of payment defaults the supplier shall be authorized subsequently to setting an additional period of time to demand back the delivered goods without giving a declaration of withdrawal. A rescission from the contract is only valid if carried out in writing.

§ 5 Guarantee

Concerning material defects and guaranteed qualities, the scope of liability towards merchants and equals within the scope of the legal limits shall be valid up to a supplementary delivery/subsequent reconditioning as long as the buyer/order giver complies with the stipulations of § 377 HGB (German Commercial Code), examines the delivery and notifies the supplier in writing in case of defects within 10 days after reception of the goods.

If the buyer/order giver omits the examination or does not notify the supplier of the defect within the required time period he forfeits the

guarantee concerning the determined or determinable defects. This equally applies to an erroneous wrong delivery.

With regard to non-merchants the aforementioned shall apply with the restriction that the examination and notifying period of ten days shall apply to obvious defects and for all other defects the notifying period shall amount to six months. In the event that the supplementary delivery/subsequent reconditioning fails the buyer/order giver shall be authorized to choose between a price reduction and a withdrawal.

§ 6 Liability

The liability for defects arising from the delivery to legal property including the property assets of the buyer/order giver or a third party shall be as follows:

In as far as defects could have been avoided by observance of the control obligations, any liability with regard to merchants and equals shall be excluded. Under the same conditions the liability with regard to non-merchants shall be excluded unless gross negligence or intention is imputed to the supplier.

In the event that despite the observance of all control obligations defects arise, the supplier or his legal representative (not the agent in discharge of an obligation) shall only be liable towards merchants and equals in case of gross negligent breach of contract. With regard to non-merchants the liability shall be limited to gross negligence or intentional breach of contract.

Further claims for damages (for whatever reason) shall be excluded except for cases of gross negligence or intention.

In case of culpable wrong advice, information or recommendation the liability shall only extend to all application technical information concerning the type of processing and the material delivered as long as the aforementioned was given in writing.

§ 7 Loaned installations

Application technical installations transferred on a loan basis shall be returned on the scheduled date. The parties to the contract agree that for each week exceeding the scheduled return date an usage compensation in the amount of 7 % of net retail price of the installation shall become due. The enforcement of further damages shall not be excluded.

The rental contract stipulations shall apply additionally for application technical installations transferred on a rental basis.

§ 8 Containers

Loan containers are available up to 12 weeks free of charge. The parties to the contract agree that after expiration of that term a charge of DM 8.00 per package unit and week shall be due. The containers shall be returned in a refillable, perfect condition postage paid to the supplier.

Loan containers shall not be filled with extraneous substances. One-way-containers of any kind shall not be accepted for return.

§ 9 Final clause

The patent rights existing on the part of the supplier for chemicals and mechanical processes shall be observed.

Place of fulfillment and payment is Neuhofen (Pfalz), Germany. The court in Ludwigshafen am Rhein or Frankenthal (Pfalz) which is locally and materially competent for the town of Neuhofen shall be the venue for all legal disputes. With regard to non-merchants the legal venue shall apply. The law of Germany shall apply to all foreign business.

If individual terms of the present terms become ineffective, this fact shall have no effect on the validity of the remaining terms.

