

## Terms of Sale and Delivery

**1. Scope of validity.** The Terms below apply to all orders performed by us, also to orders that we perform during the course of business relationships without a reference each time, if the Buyer is familiar with these Terms from previous transactions. Terms of Delivery of the Orderer are non-binding for us if they contradict these Terms. It is not necessary for us to expressly contradict the Terms of the Orderer.

Agreements differing from these Terms which are reached in individual cases between the Orderer and ourselves shall apply only if they have been confirmed in writing by us. The Buyer may not derive any rights to change of the General Terms of Sale and Delivery below whatsoever or claim identical handling for other cases as well from differing transaction processing actually exercised by us obligingly during the course of a business relationship. If the Terms below are not accepted, immediate contradiction shall be necessary. Silence shall be considered as agreement with the Terms below.

**2. Quotation and purchase order.** Our quotations shall be subject to change as regards price, quantity, delivery period and availability. Purchase orders shall be considered as having been accepted on a binding basis if the order is confirmed in writing. In the case of items in stock and which are available promptly, our invoice shall, at the same time, be considered as an order confirmation and as a forwarding advice. Orders placed shall be considered as irrevocable.

**3. Specimens and samples.** These shall be considered as non-binding viewing specimens; values and analysis data shall be considered as approximate. They are intended to provide only guideline values for average outcome of the goods.

**4. Our prices.** These shall apply to delivery **ex-works exclusive of packaging** unless otherwise agreed.

**5. Place of performance shall be Mannheim, Germany.** This shall also apply if we have agreed to perform shipment or have included this in our price in the individual case.

**6. Delivery and packaging.** Delivery shall be performed against invoice and at the Buyer's risk regardless of who bears the freight costs. The dimensions, weights and quantities determined in our Shipping Department shall apply. We reserve the right to perform orders in part-deliveries. Additional volumes supplied or short deliveries up to 10% are permitted.

We are not obliged to stock up with the raw materials required for performing the order beforehand. In the case of special shipment regulations of the Orderer (express delivery, urgent delivery, express letter or freight forwarding etc.), the additional charges incurred for this shall be billed. Delivery shall be considered as exclusive of packaging.

The risk for every consignment shall always pass to the Orderer at the latest when the goods leave the supplier's works. We reserve the right to supply insubstantial deviations in quality, thickness, size and dimensions of the goods which are unavoidable owing to raw material circumstances or as the result of technical reasons.

**7. Payment.** Payment shall be made net cash within 30 days of the date of invoice or with 2% discount within 10 days. However, discount may be selected only if there are no other due invoices still outstanding.

Payments shall be made directly to us. Agents shall not be entitled to perform debt collection. Bills of exchange shall be accepted by way of payment only on the basis of express agreements, allowing for bank discount and collection charges. Credit notes in relation to bills of exchange or cheques shall always apply subject to the reservation of cashing thereof. The date thereof shall be the value date on which we may avail of the equivalent value of the instrument. Non-compliance with the payment date shall entitle us to bill interest on arrears to the amount of the bank interest for overdrawn accounts without requiring specific notice of default. All outstanding invoices shall become due in the case of the need to send dunning notices. Changes in solvency or changes to compliance with the Terms of Payment shall entitle us to amend the Terms of Delivery and Payment and to withdraw from the Contract. Right of retention for due invoice amounts or offsetting against counter-claims shall not be permitted, regardless of the nature of the claims.

**8. Retention of title.** All goods delivered by us, goods paid for and goods not paid for shall remain our property, even if the goods are processed or treated by the Buyer, for as long as we have outstanding debts against the Buyer or for as long as any bills of exchange or cheques received for payment are not cashed completely. If the goods supplied by us are processed or treated by the Buyer, we shall become co-owner of the new item in the ratio of the sales value of our goods to the value of the new item. The retention-of-title clause shall not apply if the goods leave the safekeeping of the Buyer through due sale. The Buyer may resell the goods delivered and the items produced by processing or treatment thereof only during the course of due business transactions. He hereby relinquishes to the Seller, for his security, all due claims resulting from resale or any other legal reason. He shall be entitled to collect the claims relinquished for as long as he complies with his payment obligation with respect to the Seller in accordance with the Contract. However, the Buyer shall be obliged to immediately pay to the Seller the amounts collected by him with regard to cession for the Seller inasmuch as his claims are due. Also if the Buyer does not comply with this obligation, the Seller shall be entitled to the amounts collected and these amounts shall be kept in safekeeping separately. Third-party access to the goods delivered subject to the retention-of-title clause or to the claims relinquished shall be reported immediately by the Buyer to the Seller.

**9. Term of delivery.** The delivery period shall commence after receipt of all documentation required for performance of the order. We endeavour to comply precisely with the term of delivery specified in the order confirmation. Claims of whatever nature cannot be asserted from a delayed delivery. Part-deliveries shall be permitted. The Orderer may make claims only if no delivery is made or retention of the consignment cannot be substantiated adequately despite having set a period of grace. The Buyer's claim may only be equivalent to the difference between our sales prices and the price that the Orderer has paid for demonstrably equivalent goods if he obtains the goods from a different source. In the case of call-off orders, we reserve the right to cancel the quantities not called off or demand payment and acceptance testing, if applicable compensation for damages as the result of non-compliance with the Contract, at the latest at the end of a calendar year. Force majeure shall exempt the supplier for the duration of the hindrance from compliance with the Contract; if it lasts longer than six months, the supplier may withdraw from the Contract.

Force majeure shall also include accidents and all other causes necessitating partial or complete work stoppage, such as lack of material, lack of fuel, transport difficulties in energy supply and interruption of work at the supplier's plant or in the plant of component suppliers.

If the supplier has not withdrawn from the Contract in accordance with Para. VII.4, the Orderer shall be obliged to conduct an acceptance test despite delayed delivery. If the Orderer does not purchase a firmly ordered quantity in full, the supplier shall be entitled to charge a reduced-quantity surcharge.

**10. Customer's complaints.** We are able to accept complaints only within 8 days of receipt of the goods. If a complaint is submitted within the time appointed and if we recognise the complaint, we shall provide substitute delivery or credit, as we opt. No more extensive claims shall ever be accepted.

**11. Special aspects.** We only process first-rate raw materials. In spite of this, we are, naturally, unable to assume warranty for the chemical resistance and the physical properties of the raw materials which we process.

Certain deviations from specimens submitted are inevitable as regards hardness and colour. Volume, dimensional and weight specifications in our quotations and confirmations represent average values which are subject to tolerances depending on the characteristic features of the material processed.

**12. Export.** Special terms which are specified in the quotation and order confirmation apply to export.

**13. Place of jurisdiction.** The place of jurisdiction for both parties shall be Mannheim Regional Court (Landgericht), Germany, regardless of the amount in dispute.