

Sales terms and delivery conditions

I. Scope

1. Our undermentioned sales terms and delivery conditions exclusively apply for all our business relations, deliveries and performances. The orderer agrees to the validity of these terms and conditions also for all future deliveries and performances with uncontradicted receipt of these terms and conditions.
2. The orderer's terms and conditions contradicting or varying from our terms and conditions are not accepted unless we gave our explicit written consent. This also applies in case, they are transmitted by letter of acknowledgement.
3. Subsidiary agreements, amendments, variations, or exclusion of these terms for their validity require our written confirmation.
4. Our offers are subject to confirmation unless we explicitly agree upon other conditions. Subsidiary agreements and amendments require our written confirmation.

II. Prices

1. The prices agreed upon apply ex works, plus legal VAT (value added tax), being valid on the delivery day.
2. The weights, quantities and numbers of items, ascertained by us, are decisive for the calculation, if the orderer does not object immediately.
3. Confirmed Prices are subject to the prices valid in the moment of acceptance of order. We reserve ourselves the right to increase our prices respectively, if costs increase after contract conclusion. The orderer is entitled to withdraw from the contract within 14 days after notice of the cost increase.

III. Payment

1. The amount invoiced is to be paid on due date without deduction. **The maturity of payment is determined by invoice date.** Duly payment is only effected on the date of payment receipt by us or on the account specified by us. **As far as we do not agree on other conditions in writing, our terms of payment are: 14 days 2 per centage cash discount, 30 days after tax.** The deduction of **miscellaneous** cash or sales discounts requires a written agreement. A deduction in cash discount on new invoices is excluded as far as prior due invoices are not paid yet.
2. If the orderer is in default of payment we are entitled to claim interest for default in the amount of eight percentage points above basic rate of interest. We reserve ourselves the right to lodge a claim for further damage. **Besides default interest, we are entitled to charge dunning charges of up to EUR 10,00 per dunning level.**
3. Bills of exchange will only be accepted after a corresponding agreement and not in lieu of performance but solely on account of payment. Expenses for discounts and bills of exchange are for the orderer's account. **The right of denial of checks or bills of exchange is reserved. All costs connected with it are for the orderer's account.**
4. The orderer's right of retention or setoff only consists in regard to such counter-claims which are not denied or have legally been determined. The orderer only has the right of retention in respect to claims in connection with the same contractual relationship.
5. If circumstances become aware, which arise justified doubts about the orderer's creditworthiness, we, without prejudice of further legal rights, are entitled to claim prompt payment of all of our claims which are based upon the same legal relationship, as well as for still outstanding deliveries, advance payment, security deposit and after effectless expiry of

adequate additional respite to withdraw from the contract or demand damage claim for non-performance.

IV. Delivery

1. If there is no differing explicit agreement, delivery takes place ex our works or entrepot.
2. In case of commissioned production of customised articles we reserve ourselves the right to effect over- or short delivery of up to 10 per cent of the confirmed delivery quantity, but 100 kilograms the most.
3. If consignment or delivery will be delayed at the request of the orderer, emerging storage costs have to be paid by him. In case the orderer is in delay and expiry of an adequate additional respite we are entitled to stock the goods elsewhere on the orderer's risk and expense and/ or make them available to the orderer.
4. Partial deliveries and deliveries before expiry time of delivery are permitted as far as they are appropriate for the orderer.
5. Placing quantity contracts (call order) is possible. Such contracts must be in written form to be effective. Unless we did not confirm individually in writing, the smallest possible contract quantity amounts to 2.000 kilograms, which have to be requested for delivery within 10 months beginning from placing of order permanently (monthly) and in full packaging units by the orderer. If the orderer does not explicitly request quantities of the total contract quantity within the contract duration of 10 months, they will be delivered and invoiced at the end of the contract duration.
6. In case of force majeure the delivery or performance period prolongs for the duration of obstruction. This also applies in cases of strike, lockout, blockade, ban on imports and exports, traffic bans, shortage of energy and raw materials, war and warlike events regardless of occurring at our place or the place of one of our suppliers. We immediately let the orderer know about the beginning and end of the hindrance. As far as delivery will be delayed because of these circumstances for more than two months, both parties are under exclusion of all further legal claims entitled to withdraw from the contract .
7. In case of delay in delivery the orderer has the right to withdraw from the contract after before having set a written adequate additional respite of at least four weeks with the declaration to refuse the acceptance of delivery after the expiration of the time limit. In case of delay in delivery we are only liable according the legal requirements, if the delay in delivery is based on damage caused through deliberate or gross negligence, which we have the obligation to represent. If the delay in delivery is based on a culpably fundamental neglect of contractual duty, we are liable according to the legal requirements, whereas our liability is limited to the foreseeable typically occurring damage. Incidentally the liability because of delay in delivery is excluded.
8. Provided that delivery takes place in adhesive reservoirs, they are to send back within 90 days after receipt of goods clean and carriage paid. Loss or damage of adhesive reservoirs are for the orderer's account. Returnable packaging which only is intended for consignment of goods must not be used for other purposes or collection or storage of other products. Labels must not be removed.
9. Non-returnable packaging can not be returned to us, instead we name the orderer a third party, who recycles the packaging according to packaging ordinance.

V. Passing of the risk

1. The risk is transferred to the orderer also by agreement of carriage paid delivery

- a) if the operational consignment has been forwarded or collected
- b) if the consignment or delivery is delayed at the request of the orderer or other reasons to be represented by him.

2. Insurance coverage is only be procured by us in case of a written request at the expense of the orderer.

VI. Reservation of proprietary rights

1. All goods delivered by us (privileged property) remain our property until receipt of all payments out of the business relationship. As far as we agree with the orderer upon payment by reason of check procedure, the privilege also includes the orderer's discharge of a bill of exchange, accepted by us, including all contingent liabilities, e.g. our possible liability for drawing and does not expire by credit entry of the received check. In this connection all orders are reckoned as uniform business transaction.

2. The orderer is not entitled to hypothecate our goods or to transfer our goods by way of security to third parties. In case of distraint or other interferences of third parties the orderer immediately has to inform us in writing and give the third party notice of our rights. As far as the third party is not in the position to compensate the extrajudicial, judicial and court costs of an interpleader by a third party on seizure to us, the orderer is liable for our loss accrue.

3. Processing and blending of the goods we delivered, for us takes place as manufacturer pursuant to § 950 BGB (Cicil Code), without obligating us. Processed or blended goods are to be considered as privileged property. In case the orderer processes or blends the privileged property with other goods, not owned by us, the joint ownership in the new chattel belongs to us at the rate of the privileged property's invoice value to to invoice value of the other goods used. If our property expires by processing oder blending, the orderer already yet transfers us his property rights in the new stock or in the new chattel in the amount of the invoice value of the privileged property and keeps them in custody for us free of charge. The joint ownership rights resulting from this are considered as the privileged property.

4. The orderer is entitled to dispose of the poductions in regular business connection as long as he fulfills his obligations arising from our business connection.

5. The orderer already yet assigns his claims out of resale of the privileged property to us. They serve for saveguarding our claims in the same extent as our privileged property.

6. The assignation of the resale claim only applies to the amout of the invoice value of the respective privileged property if the orderer sells the privileged property with other goods not sold by us. In case of sale of goods we hold joint ownership on the claim is said to be assigned amounting to this co-ownership share.

7. If the realizable value of the existing securities for secured claims exceeds all in all more than 10 per cent, we are obliged to release securities on demand of the orderer; the choice of the securities, which have to be released, lies on us.

8. In case the reservation of proprietary rights or assignation is not effective according the law, valid in the region the good are located, the security is considered to be agreed, which in the region correspond the reservation of proprietary rights or assignation. In case the orderer's cooperation in this connection is required, he has to take measures, which are required for justification and maintenance of such rights.

VII. Warranty and joint and several liability

1. The orderer has to examine the goods immediately after receipt. Obvious defects – also the lack of guaranteed qualities - are to be rebuked immediately, the latest within 7 days

after their discovery in writing; hidden defects immediately, the latest 7 days after their discovery in writing. If the orderer desists the complaint, the goods are considered to be approved.

2. Our warranty does not apply to wear and tear, to damages, which arise after passing of the risk as a result of faulty or neglectful treatment, unqualified equipment and such chemical, electrochemical or electric influences, which are not preconditioned according to the agreement. Our warranty is excluded by any means if thinner, hardener, additional paint, or other components are added, which have not been purchased from us.

3. As conditions of the goods, delivered by us, basically only the product description is said to be aged. Public statements besides do not give a description of contractual conditions of the goods.

4. As far as a defect, we have to represent, exists, we are dependend on our own choice obliged, to improve the performance or delilvery subsequently free of charge, to supply new or to effect new. In case of removal of defects the orderer has to allow us the time and opportunity necesarry according to equitable discretion.

5. If we do not meet the obligation to subsequent improvement or compensation delivery despite an adequate additional respite, the orderer can dependend on his own choice resign from the contract or claim a corresponding reduction of remuneration (diminution). This also applies if the subsequent improvement fails or is not appropriate for the orderer. A subsequent improvement is said to be failed after the third unsuccessful attempt, unless anything else arises from the circumstances, in particular according to the type of chattel or of the defect or other circumstances.

6. Advanced claims of the orderer against us by reason of neglect of duty or tortious act are excluded. This exclusion of liability does not apply in cases of malevolence, intent, or gross negligence as well as in case of negligent breach of an essential contractual obligation. The exclusion of liability furthermore does not apply for claims out of the product liability act, damages resulting from the injury to life, body or health and as far as we undertook a guarantee for condition.

7. In case of liability our liability to pay damages is restrictet to the predictable, typical damage, unless the damage is based on an intended or grossly negligent neglect of duty. For damages, which are based on the absence of a guaranteed condition, but not directly occur on the goods, we are only liable if the corresponding damage risk obviously is included in the guarantee for conditions.

8. The orderer's warranty and/ or liability claims concerning a neglect of duty, consisting in a defect in chattel purchased, in all cases fall under the status of limitations within one year beginning with the point of passing of the risk.

9. As far as our liability is excluded or restricted, this also applies for the personal liability of our legal representative as well as vicarious agents and assistants.

VIII. application technique consultation

The orderer decides self dependent about the application of the goods delivered by us or the work performed. As far as we do not confirm specific attributes or applicabilities for the stipulated purpose in writing our consultation in application-technique-respect at any rate is not binding.

IX. Place of performance, legal venue, applicable law

1. Place of performance for all obligations out of the business connection is our registered seat.

2. Exclusive legal venue for all disputes and claims in connection with the business relation is according to our choice our registered seat or the natural forum of the orderer. This also applies in case of disputes with regard to instruments, bills of exchange or checks.

3. All legal relations between the orderer and us exclusively are subject to the law of the Federal Republic of Germany. The Application of the uniform UN Conventions on Contract for the International Sale of Goods (CISG- ,Wiener Kaufrecht' Vienna sales act) is excluded.

X. severability clause

Should one of the above stipuations become invalid, all other stipulations remain applicable and effective to their full extent. Should one of the stipulations be or become invalid or if a loophole exists, a stipulations will become effective which within the bounds of legal possibility economically comes closest to the one previously intended.