

Kassel, November 2014

The following Terms and Conditions of Sale shall apply exclusively to our deliveries and any related services. Other terms and conditions shall not become subject matter of the contract even if we do not expressly object thereto. Changes to these Terms and Conditions of Sale shall require our express written approval. The Terms and Conditions shall also apply, to the aforementioned extent, to all future delivery transactions of this type even if they are not expressly agreed again.

1. Offers

Our offers shall be subject to change.

2. Prices

If we make a general change to our prices for the product to be supplied in the period between contract formation and delivery, we will be entitled to apply the price applicable on the delivery date. In the event of a price increase, Buyer shall be entitled to rescind the contract within fourteen (14) days of notification of the price increase.

3. Product Specifications

Variations from product specifications shall be permitted, providing they are negligible or unavoidable despite the exercise of all due care.

4. Loading, Delivery, Confirmation of Receipt

- 4.1 In the event of loading ex works, ex warehouse or ex shipping point, the net weight calculated there shall apply.
- 4.2 Unless the Parties expressly agree otherwise, delivery times shall be deemed to be subject to change.
- 4.3 Buyer shall report any objections on account of external visible transport damage to the transport company immediately upon delivery of the goods and send a copy to us. Buyer shall report any transport damage that is not visible externally in the same way within seven (7) days of delivery.
- 4.4 If the Parties agree on a sales shipment, Buyer shall bear the performance and price risk once the goods are delivered to the freight carrier even if the goods are shipped from a location other than the place of performance.
- 4.5 If Seller requires and demands a certification of the entry of the object of an intra-Community supply into another EU Member State (Entry Certificate), Buyer undertakes to immediately deliver a duly executed Entry Certificate in accordance with all legal requirements to Seller at no cost.

5. Packaging

We supply our goods in our standardized packaging materials or in bulk form.

6. Occurrence of Default for Nonpayment

Buyer shall be deemed to be in default if payment is not made within ten (10) days after payment is due and receipt of an invoice. If the time at which an invoice is received is uncertain, Buyer shall be deemed to be in default fifteen (15) days after the payment is due and receipt of the goods.

7. Advice and Information

We provide advice to the best of our ability based on our research activities and experience. All specifications and information in respect of suitability and application of our goods shall be non-binding; in particular, they shall not constitute any warranties within the meaning of section 444 of the *Bürgerliches Gesetzbuch* (German Civil Code - BGB). They shall not absolve Buyer from carrying out its own inspections and tests.

8. Defect Claims

- 8.1 Where objections on account of defects can be determined through reasonable investigation, they shall be lodged with us in writing without delay – but no later than fourteen (14) days after receipt of the goods in the event of visible defects.
- 8.2 If a defect exists, Buyer's entitlement to subsequent performance shall be limited to replacement. If the replacement fails, Buyer may rescind the contract or reduce the purchase price. Replacement shall be precluded if it is impossible or involves disproportionate cost.
- 8.3 Buyer's other warranty rights shall remain unaffected, unless Clause 9 of these contractual conditions provides otherwise.

9. Extent of Liability

- 9.1 We shall be liable for damages arising from injury to life, limb or health in the event that we are responsible for the occurrence of the damaging event.
- 9.2 We shall be liable for other damages to the extent that we are culpable of willful intent or gross negligence.
- 9.3 We shall be liable, in terms of amount, for such damages as were foreseeable upon contract formation and which can be regarded as typical contract damages.
- 9.4 The extent of liability arising from Clauses 9.1 to 9.3 shall also apply to the actions of a performing agent.

10. Limitation Period

Buyer's warranty claims shall be time-barred one (1) year from delivery of the object of sale.

11. Force Majeure

Any event or circumstance, the prevention of which is beyond our control (force majeure), shall release us, for the duration of the disruption and to the extent of its impact, from our contractual obligations. Force majeure shall include, but not be limited to, natural disasters, war, industrial disputes, shortages of raw materials and energy, unavoidable interruptions of transport and operations, fire and explosion damage, as well as decrees of higher authority. Force majeure shall also be deemed to apply if the events and circumstances make the execution of the transaction in question uneconomical in the long term or if they relate to our upstream suppliers. If the events and circumstances persist for more than three (3) months, we shall be entitled to rescind the contract.

12. Rights of Set-Off, Withholding Performance, Retention and Securities

- 12.1 Set-off, withholding performance and/or retention of payment are only permitted (i) if counterclaims exist which are either undisputed or adjudicated by final judgment, or (ii) with our written consent.
- 12.2 If we have justified doubts about Buyer's solvency, particularly if it is in arrears with payment, we may demand advance payments or securities and revoke any payment terms granted. We reserve the right to make further claims in respect of deliveries still to be provided.

13. Retention of Title

We shall retain title to the supplied goods until the purchase price has been paid in full. Buyer shall be entitled to sell the goods subject to retention of title in the ordinary course of business. In this case, Buyer shall hereby assign to us any receivables to which it is entitled from the sale of the goods subject to retention of title.

14. Incoterms®

The version of INCOTERMS® that was most up to date on formation of the contract shall apply to the interpretation of trade terms.

15. Exclusion of the UN Convention on Contracts for the International Sale of Goods

The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the contract.

16. Place of Performance and Legal Venue

The place of performance for Buyer shall be Kassel. If Buyer is a merchant registered under the German Commercial Code, the venue for any legal actions brought by Seller shall be deemed to be established, at Seller's option, in Kassel or at Buyer's domicile. The sole venue for any legal actions brought by Buyer shall be deemed to be established in Kassel.