

General Conditions of Sale**1. Offer and Acceptance**

Seller's Quotations are not binding offers but invitations to the customer to submit a binding offer.

2. Prices

If Seller's prices or Seller's terms of payment are generally altered between the date of contract and dispatch, Seller may apply the price or the terms of payment in effect at the date of dispatch. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to Seller within 14 days after notification of the price increase.

3. Product quality, specimens and samples; guarantees

3.1 Unless otherwise agreed, the quality of the goods is exclusively determined by Seller's product specifications. Identified uses under the European Chemicals Regulation REACH relevant for the goods shall neither represent an agreement on the corresponding contractual quality of the goods nor the designated use under this contract.

3.2 The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the goods.

3.3 Quality and shelf-life data as well as other data constitute a guarantee only if they have been agreed and designated as such.

4. Delivery, Damage in Transit

4.1 Delivery shall be effected as agreed in the contract. General Commercial Terms such as CIF, FOB, CFR etc, shall be interpreted in accordance with the Incoterms as published by the International Chamber of Commerce on the date the contract is concluded.

4.2 Notice of claims arising out of damage in transit must be lodged by Buyer directly to the carrier within the period specified in the contract of carriage, providing Seller with a copy thereof.

5. Laws in Country of destination

Buyer is responsible for compliance with all laws and regulations applicable in the country of destination regarding import, delivery, storage and use of the goods delivered by Seller.

6. Delay of Payment

Delay in due payment constitutes a fundamental breach of contract. In such case Seller is entitled to charge interest on the amount outstanding at the rate of 3 percentage points above the current discount rate of the major banking institution of the country of the invoiced currency.

7. Advice

Technical advice with regard to goods and their application is given to the best of Seller's knowledge based on Seller's research and experience. All advice and information with respect to suitability and application of the goods shall not, however, create any liability of Seller and shall not relieve the Buyer from undertaking his own investigations and tests.

8. Lack of Conformity

8.1 Buyer must notify Seller in writing if the goods do not conform with the contract, specifying the nature and extent of the lack of conformity, within 14 days after receipt of goods, as far as such deficiency can be discovered by reasonable examination, otherwise within one year after receipt of goods at the latest.

8.2 Buyer may only declare the contract avoided or request a reduction of the purchase price if delivery of substitute goods or remedy of the lack of conformity offered by Seller has not been performed within a reasonable period of time.

9. Liability

9.1 Seller shall be generally liable for damages in accordance with the law. In the event of a simple negligent violation of fundamental contractual obligations, however, Seller's liability shall be limited to compensation for typical, foreseeable losses. In the event of a simple negligent violation of non-fundamental contractual obligations, Seller shall not be liable. The foregoing limitations on liability do not apply to damage to life, body or health.

9.2 Seller is not liable to Buyer in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations in connection with the European Chemicals Regulation REACH being triggered by Buyer.

10. Force Majeure

Any incident of circumstance beyond the Seller's control, such as natural occurrences, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, or acts of government shall relieve Seller from his obligations under this contract to the extent Seller is prevented from performing thereby. The same applies to the extent such incident or circumstance renders the contractual performance within a reasonable time commercially impractical or occurs with a supplier of Seller. If the aforementioned occurrences last for a period of more than 3 months, Seller is entitled to withdraw from the contract with out the Buyer having any right to compensation.

11. Set off, Retention of Payment

A set off or retention of payment is only permitted if counterclaims are existing which are either undisputed or adjudicated by final judgement.

12. Communication

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has been observed, the notice or other communications has to reach the recipient party within such time limit.

13. Place of Performance

Regardless of the place of delivery of goods or documents, the place of payment shall be Seller's place of business.

14. Retention of Title**14.1 Simple Retention of Title**

Title to the goods delivered shall not pass to Buyer before the purchase price has been paid in full.

14.2 Expanded Retention of Title

In case Buyer has paid the purchase price for the goods delivered but not yet completely fulfilled other debts arising out of his business relationship with Seller, Seller retains, in addition, title to the goods delivered until all such outstanding debts have been completely paid.

14.3 Retention of Title with processing clause

In the event Buyer processes the goods delivered by Seller, Seller shall be considered manufacturer and shall directly acquire sole title to the newly produced goods. If the processing involves other materials, Seller shall directly acquire joint title to the newly produced goods in the proportion of the invoice value of the goods delivered by Seller to the invoice value of the other materials.

14.4 Retention of Title with combination and blending clause

If the goods delivered by Seller are combined or blended with material owned by Buyer, which has to be considered the main material, it is deemed to be agreed that Buyer transfers to Seller the joint title to such main material in the proportion of the invoice value of the goods delivered by Seller to the invoice value (or, if the invoice value can not be determined to the market value) of the main material. Buyer holds in custody for Seller any sole or joint ownership originating therefrom at no expense for Seller.

14.5 Extended Retention of Title with blanket assignment

Buyer shall have in the ordinary course of business free disposal of the goods owned by Seller, provided that Buyer meets its obligations under the business relationship with Seller in due time. Buyer already assigns to Seller all claims in connection with the sale of goods to which Seller reserves the right of retention of title when concluding the sales agreement with Seller, should Seller have acquired joint title in case of processing, combination or blending, such assignment to Seller takes place in the proportion of the value of the goods delivered by Seller with retention of title to the value of the goods of third parties with retention of title. Buyer already assigns to Seller any future confirmed balance claims under current account agreements in the amount of the outstanding claims of Seller when concluding the sales agreement with Seller. For the assignment herein, at request of Seller, the Buyer shall notify its customers in writing of the assignment of the claims to Seller.

14.6 Right of Access/Disclosure

At the request of Seller, Buyer shall provide all necessary information on the inventory of goods owned by Seller and on the claims assigned to Seller. Furthermore, at the request of Seller, Buyer shall identify on the packaging Seller's title to the goods and shall notify its customers of the assignment of the claims to Seller.

14.7 Late Payment

In the event of late payment by Buyer, Seller is entitled, without rescinding the sales agreement and without granting a period of grace, to demand the temporary surrender of the goods owned by Seller at Buyer's expense.

14.8 Partial Waiver clause

Should the value of the securities exceed Seller's claims by more than 15%, Seller waives securities to this extent.

15. Jurisdiction, Applicable Law

15.1 Any dispute arising out of or in connection with this contract shall be heard, at Seller's option, at the court having jurisdiction over Seller's principle place of business or Buyer's principle place of business.

15.2 The applicable law of the contract shall be the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) and, to the extent the Convention does not contain a provision, the law of Seller's principle place of business.