

LUCOBIT AG

General terms and conditions

I - GENERAL

1. The conditions of sale set out herein comprise the basis on which the Seller offers the Goods for sale. They shall apply to any Contract. In any Contract they will take precedence over the Buyer's conditions of purchase. No qualification, variation of, addition to or deletion from these conditions of sale shall be effective unless expressly agreed in writing and signed by a duly authorised representative of the Seller. Any relaxation or concession that may be granted by the Seller shall not invalidate, impair or compromise these conditions of sale nor any of them and shall in no way affect or prejudice the Seller's strict rights hereunder.

2. In these conditions of sale: the „Seller“ shall be LUCOBIT; the „Buyer“ shall be the person, firm or company by whom the order is placed or with whom the Contract is made; the „Goods“ shall be all or any part of materials supplied or to be supplied by the Seller to the Buyer; „Contract“ shall be any contract between the Seller and the Buyer with respect to the Goods.

3. Any Contract shall be personal between the Buyer and Seller and (save as set out below) cannot be assigned by either party without the other party's written consent. The Seller reserves the right to assign, sell, or otherwise transfer at his sole discretion any and all receivables, claims, related rights and security under or relating to any Contract to any third party.

II - PRICE

1. Subject to the other conditions set herein, the Goods or any part thereof will be invoiced at the price prevailing on the day that the said Goods are dispatched or collected, or available for dispatch or collection, irrespective of the date of order. Prices will be subject, where applicable, to VAT, Excise Duty and any other Government Tax or Duty.

2. The Seller reserves the right to vary at any time the prices at which it offers the Goods.

3. In the event that a government, or other competent authority, imposes, alters or repeals any tax or other levies in connection with the manufacturing, sale, exports or delivery (including but not limited to any tax or other levies on raw materials), the Seller may adjust the price accordingly at any time or may rescind the Contract on written notice to the Buyer.

III - ORDERS AND DELIVERIES

1. Orders issued by the Buyer shall become binding only upon written acceptance of the order by the Seller or the delivery of the Goods, whichever is earlier. No order changes shall be binding unless explicitly approved by the Seller.

2. The Seller may deliver in satisfaction of the Buyer's order a reasonable excess or deficiency of the weight or volume of the Goods ordered. The Buyer shall pay for the amount actually delivered. The Seller's measurement of quantity shall be accepted by the Buyer. Within the bounds of reasonableness, Seller is allowed to make partial deliveries.

3. Delivery terms and conditions shall be agreed between the Seller and the Buyer for each order. They will be interpreted on the basis of Incoterms latest edition, except in case of conflict with these conditions of sale (in which case these conditions shall prevail) and except if otherwise agreed.

4. Any delivery date indicated by the Seller in any confirmation or acceptance of any order issued by the Buyer shall be deemed as an approximate estimate. In case no delivery dates are indicated, delivery will be within a reasonable time depending on the availability of the Goods. The parties acknowledge that there may be circumstances in which, after a confirmation or acceptance of an order indicating an expected delivery date, changes in the availability of the Goods may oblige the Seller to delay the expected delivery date. The Seller shall promptly inform the Buyer and such delay shall not constitute a breach of the Contract. Should the Buyer deem the new expected delivery date to be unreasonable, it shall be entitled to cancel the order.

5. The Buyer undertakes to provide adequate and proper facilities for the reception and storage of the Goods as of the expected delivery date and warrants that those facilities comply with all relevant statutes or regulations, including health and safety regulations, and that all necessary permits and licences have been obtained. Goods manufactured to the specification or design of the Buyer shall be deemed to be due for delivery on completion of manufacture or if required by the Contract no later than when test reports have been delivered to the Buyer. The Seller reserves the right to charge storage and other additional costs incurred by the Seller from the due delivery date if delivery is delayed by the Buyer for any reason whatsoever.

6. The Buyer undertakes that all returnable pallets identified as "PRS Property", with the PRS logo or indicated as such in any document provided by the Seller will be made available for collection by PRS Management BV in clean and good condition as specified by the Seller's documentation. Where delivery is effected in rail tank wagons or containers on trucks the Buyer undertakes to hand them to the railway company or other relevant carrier for return in good condition not more than 24 consecutive hours from the time of arrival (Sundays and Bank Holidays excluded) failing which the Buyer shall pay the Seller the price of rental at the Seller's standard rate.

7. As soon as practical, after the delivery of the Goods, the Buyer shall verify that all markings and descriptions on containers and packages are in accordance with those specified by the Buyer in its order and by the Seller in the relevant order confirmation and shall furthermore fully inspect the Goods as required by law.

IV - FORCE MAJEURE

1. The Seller shall not be liable for any non-delivery or delay in delivery resulting (directly or indirectly) from any of the following causes: fires, floods, accidents, explosions, nuclear incidents, earthquakes, storms, epidemics, breakdown of equipment or machinery, breakdown of IT systems, sabotage, strikes or other labour disturbances (regardless of the reasonableness of the demands of labour), civil commotions, riots, invasions, war (present or future, declared or undeclared), acts or omissions of any governmental authority (de jure or de facto), port congestion, acts of God, inability to obtain supplies, labour or facilities, or any other cause (whether similar or dissimilar to the foregoing) beyond the Seller's reasonable control. The foregoing shall apply even if the cause exists at the time of the Buyer's order or occurs after the Seller's performance has been delayed for other reasons. If the Seller's supply of Goods should be limited as a result of any such cause, the Seller shall have the right to satisfy its own needs and thereafter to distribute any available Goods among its customers in such manner as the Seller may determine. If the delay resulting from any such cause shall continue for more than 30 days, either party shall be entitled, on written notice to the other party, to terminate the Contract with respect to Goods undelivered at the time of termination.

V - PAYMENT

1. Payment is to be made by the Buyer within the agreed payment term without right of set off or counter claim. Unless otherwise agreed for a specific Contract, the payment term for any invoice is 30 days from the date of the invoice. The Seller shall be entitled to charge interests on any overdue payment in accordance with the European Union Directive 2000/35/EC ("Combating late payment in commercial transactions").

2. The Seller may require the Buyer to pay cash on or before dispatch of the Goods or to provide security that the Seller deems to be satisfactory.

3. The Seller's acceptance of partial payments of an invoice purported by the Buyer to be in full shall not prejudice the Seller's right to pursue the full payment of such invoice.

4. In the event and for as long as the Buyer fails to make any payment in full as and when due, or in the event of a procedure for insolvency, liquidation, winding up (or any similar procedure under any jurisdiction) initiated by or against the Buyer, the Supplier may, in addition to any other remedy, withhold any Goods or parts thereof in transit, suspend or cancel the supply of Goods under any accepted order or suspend the acceptance of any further orders from the Buyer.

5. Any order or delivery by the Buyer are subject to general credit approval and specific credit limits set by the Seller for the Buyer at its reasonable discretion. In the event that at any time the Buyer places orders to the Seller which, as such or cumulated with the value of previous orders for which payment is not yet received in full by the Seller, exceed the credit limit set by the Seller for the Buyer, the Seller can at its absolute discretion, at any time and without notice to the Buyer, suspend or cancel such orders or all or part of any delivery under such orders, for as long as such credit limit is exceeded, including any order for which an order confirmation has already been sent to the Buyer.

6. The Seller reserves the right to set off any debt due from the Buyer to the Seller or any associated or subsidiary company of the Seller against any amount due to the Buyer.

VI - PASSING OF PROPERTY

1. Notwithstanding delivery, the property in the Goods shall remain vested in the Seller until the Buyer has paid for them in full as well as all other sums due to the Seller.

2. In the period from the date of delivery of the Goods up to the date of payment the Buyer holds the Goods as bailee for the Seller. For such period the Buyer shall keep the Goods insured against all risks to their full replacement value. During such period the Buyer shall have a licence to use or sell the Goods. Such licence may be terminated on written notice by the Seller in the event of payment of any invoice becoming over-due and it shall automatically terminate in the event a proceeding for insolvency, bankruptcy, liquidation, winding-up, controlled administration (or the equivalent under any jurisdiction) is initiated by or against the Buyer or the Buyer enters into an arrangement with its creditors for its debts. Upon termination of the licence to the Buyer: (a) all sums owed by the Buyer to the Seller shall become immediately due and payable; (b) the Seller shall be entitled to recover and resell the Goods and for such purpose it may enter the Buyer's premises or seek an order by a competent authority to this effect.

3. In the event that the Goods are mixed with other goods to form a new product or other articles, upon manufacture or production of such new product or article the property therein shall be vested in the Seller pro-rata, on the basis of the value of the Goods on the value of such new product or article, and in respect of each such new product or article the provisions of this clause shall apply mutatis mutandis.

4. The Buyer hereby assigns to the Seller the accounts receivables resulting from the sale of the Goods the property of which has not yet passed to Buyer according to VI.1-2 above, in an amount equal to the invoiced price for the Goods in question plus a security margin of 10 % and the Seller hereby accepts this assignment. The Seller shall upon request of the Buyer release any securities exceeding the accounts receivables of the Seller by more than 10 %. Should such assignment not be valid or cease to be a valid security for whatever reason including its perishing due to factoring of the accounts receivables of Buyer Seller reserves the right to proceed as described in VI.2-3 above.

VII - WARRANTY AND LIMITATION OF LIABILITY

1. The Seller warrants that the Goods shall comply with the Seller's product specifications for the Goods in question as applicable from time to time, unless otherwise agreed. For avoidance of doubt, properties relating to the Goods contained in Product Data Sheets or equivalent documents do not constitute the product specifications but typical values for purposes of description only. Goods sold as substandard are warranted to comply in general term with the Seller's description or sample. The warranty runs for a period of 12 months after the delivery of the Goods. All other warranties or conditions as to quality or description, statutory or otherwise, are excluded except insofar as such exclusion is not permitted by law.

2. The Seller shall have no responsibility for the performance of the Goods during processing or manufacturing. Unless otherwise specified the Seller does not warrant the fitness of the Goods for any particular purpose even though a purpose is known and no such warranty is to be implied from the name or description under which the Goods are sold nor from any advice or recommendations given by the Seller, its employees or agents or those of its affiliates. The Buyer should be in possession of all written technical, safety and other information relating to the Goods as supplied by the Seller. It is the sole responsibility of the Buyer to check and test the Goods in order to be satisfied of their performance and their suitability for processing and usage in any intended application.

3. Any complaints or claims of the Buyer including but not limited with respect to the quality of the Goods shall be reported to the Seller in writing immediately and in any event within 30 days after their delivery.

4. If any Goods do not conform with the warranty in VII.1 the Seller's liability for such a breach of warranty shall in any event be limited to reimbursement of the purchase price thereof or, at the Seller's request, replacement of same.

5. Subject to the other conditions set out herein and save in respect of liability which may not be limited under applicable law, the Seller's total liability in contract, tort or otherwise, arising out of or in connection with a Contract shall be limited to the invoice value of the Goods with respect to which such claim arose. In no event shall the Seller be liable for any pre-Contract representation and for any special, consequential, incidental or indirect damages, such as loss of profit, cost of substitute materials, loss of production or claims of the Buyer's customers. The limitation of liability contained herein shall apply for the benefit of any employees, agents and other representatives of the Seller.

VIII - APPLICABLE LAW AND JURISDICTION

1. The Contract shall be construed and governed in all respects by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (1980), and provided that with respect to the interpretation, validity and enforceability of Clause VI (Passing of Property) the law of the place where the goods are located at the time in question shall apply.

2. In the event that any provisions of these conditions of sale is or shall become invalid or non-enforceable, the remaining provisions shall continue to be effective.

3. Any dispute arising in any manner in connection with the Contract shall be submitted to the competent court in Cologne, Germany. LUCOBIT AG, Aktiengesellschaft is a company having its registered office at Brühler Strasse/Basel GmbH, VAT number DE 812963559, with enterprise number HRB 44797, Köln.