

§ 1 General Information

- (1) These General Standard Terms and Conditions shall apply to all of our deliveries and other performance which we provide to customers. They shall represent an integral component of any and all contract offers and acceptance and shall apply exclusively if no individual regulations have been formulated.
- (2) We shall not recognize any terms or conditions of the customer which oppose or deviate from our General Standard Terms and Conditions of Sale. They shall not become a part of the agreement even if we carry out performance or delivery without special reservation in the knowledge of such terms and conditions. The customer shall recognize these General Standard Terms and Conditions without reservation upon acceptance of the merchandise at the latest, even if they have been objected to by the customer in advance.
- (3) These General Standard Terms and Conditions of Sale shall also apply to any and all future business with the customer, even if we do not make repeated reference to the validity of the sales terms and conditions.
- (4) We shall be bound to verbal agreements as well as any and all agreements provided to us via our representatives only if and insofar as we expressly confirm such in writing.

§ 2 Offers / Conclusion of Contract

- (1) In the case of doubt our offers shall be non-binding. In these cases a contract shall be concluded only if we confirm the customer's purchase order in writing or deliver the merchandise. In the case of binding offers we shall be entitled to revoke the offer up to acceptance by the customer.
- (2) In cases of doubt we shall be entitled to accept the purchase orders of the customer within a period of two weeks insofar as no other commitment period has been indicated or agreed in the purchase order.

§ 3 Prices / Payment

- (1) Our prices shall be in euro ex factory plus the respectively valid sales tax (value added tax) unless agreed otherwise in writing.
- (2) If no price has been agreed for a specific delivery, in particular in the case of deliveries after expiration of the period for which a price has been determined, then the last agreed price shall also apply for this delivery in the case of doubt.
- (3) In cases of doubt the customer shall be responsible for packaging, insurance, transport costs, customs and other charges payable on the merchandise.
- (4) The weight determined at our factory prior to leaving stock shall apply for calculation of the merchandise.
- (5) We shall be entitled to pass the respective price increase on to the customer in the event of unforeseen cost increases, e.g. currency fluctuations, increase in taxes, customs or other fiscal charges, in particular import duties, import costs, as well as substantial increases in the price for raw materials. If the price increase exceeds 15% of the original price, then the customer may reject the price increase. In this case, however, we shall be entitled to withdraw from the agreement.
- (6) In cases of doubt we shall not be obliged to make advance deliveries, but rather reserve the right to require matching payment. Even if we shall be obliged to make advance deliveries, we shall be entitled to only provide contemporaneous performance or to require provision of security if the customer gets into arrears with payment or if we become aware of circumstances which place the creditworthiness of the customer into question after conclusion of the agreement; for example, delay of payment on the part of the customer with other claims based on the business relation, cessation of payments by the customer or non-payment of cheques issued by the customer. In such case we shall reserve the right to revoke any and all deferment agreements and dates of payment granted, including with regard to any and all other outstanding accounts from the business relation and to make the respective claim(s) due immediately even if we have accepted cheques to this end. In addition, we shall be entitled to immediately withdraw any and all outstanding acceptance, bills of exchange and cheques from commercial traffic. Furthermore, we shall be entitled to specify an appropriate period for the customer to provide matching payment or security. If the customer fails to satisfy such requirement within the prescribed period, then we shall be entitled to withdraw from the agreement.
- (7) The same shall apply correspondingly if our outstanding accounts from the business relation are not completely covered by correspondingly sufficient loan insurance (and/or line of credit) with our credit insurer.
- (8) The customer shall automatically be in default if the respective claim amount is not paid by the agreed payment deadline. If no deadline has been specified, then invoices shall be immediately payable and the customer shall be in default if the invoice amount is not paid to our account within seven (7) days after it becomes due. Receipt of payment by us shall be the determining factor. Default in accordance with statutory provisions shall remain unaffected.
- (9) During the default in payment interest shall be paid on the claim at an interest rate of five percentage points per annum above the respective Euro Interbank Offered Rate (Euribor) monthly average for one-month loans. However, the customer shall be entitled to prove that either no or substantially less damage has been caused as a result of the delay. Assertion of claims for greater damages shall remain unaffected. The statutory provisions with regard to the minimum interest rate shall remain unaffected.

§ 4 Delivery / Delay in Delivery

- (1) Delivery shall be subject to proper and punctual availability of raw material from our own suppliers as well as punctual arrival of the raw material. Furthermore, delivery shall be subject to the prerequisite of unimpaired production in the planned scope, unimpaired transport and conditions for shipment, timely provision with the required starting materials and power on the basis of existing supply contracts as well as the availability of required official permits and licenses. Any delays in delivery and performance due to force majeure or circumstances which may occur following conclusion of the agreement and for which we may not be held responsible, including shortages of raw materials and power, traffic bottlenecks, excusable absence of supplies, plant disturbances, strike and lockout, shall entitle us to postpone the respective dates of delivery and deadlines for the duration of the impediment in addition to an appropriate start-up period. Price agreements for quantities lost due to the impediment shall apply to the first quantities that are capable of being delivered after removal of the impediment and which correspond to the quantities lost. No new price agreements shall be effected for quantities not yet supplied during the period of impediment and any current quotational period shall be interrupted for this period. If the regular term of the agreement has elapsed following removal of the impediment, then the agreement shall be extended by the period required for delivery of the quantities for which the price has been specified.
- (2) If in such cases the impediment to delivery persists for more than six months, then either of the contracting parties shall have the right to withdraw from the agreement after elapse of an appropriate period of notice to the exclusion of any other claims unless we have offered an appropriate substitute solution. The same shall apply if either party is no longer interested in continuation of the agreement due to the delay or either of the parties suffers substantial disadvantages as a result of the delay.
- (3) In the event of delay in delivery the customer may only withdraw from the agreement if an appropriate period of respite for performance has been given to us by the customer in writing and has elapsed. In cases of doubt a respite of four weeks shall be appropriate. Any other claims based on delay, in particular claims for damages of any kind whatsoever, may only be derived by the customer under the terms and conditions of Section 7.
- (4) The merchandise shall be en route at the customer's own risk. The risk shall pass to the customer when the delivery item is handed over to the party responsible for transport for loading (e.g. hauler, carrier, or the like); and with commencement of the shipping activity in the event that we are responsible for transport; however, with departure from the plant of the place of performance at the latest.
- (5) We shall be entitled to make partial deliveries to a reasonable extent.

§ 5 Customer's Obligation to Cooperate, Call Orders (Split Deliveries), Pricing Setting / Default of Acceptance / Customer's Liability for Damages

- (1) The customer shall be obliged to cooperate on time as required in accordance with the agreement and/or in good faith.
- (2) In the case of call orders (split deliveries) the customer shall be obliged to make the call within the periods agreed. In the case of agreements which include the delivery of partial quantities on call the customer shall, unless otherwise regulated, be obliged to call uniform quantities on a monthly basis. In the event that the customer has been granted an express right of determination with regard to the call quantity, then specification of the call quantity shall be carried out within the periods agreed. If no period has been determined, then the call and – where applicable – specification of the call quantity shall take place by the fifteenth day of the previous month for the respective month of delivery. If the customer is also entitled to a right of election with regard to setting the price, then the call shall take place by the fifteenth day of the previous month and prior to elapse of the period for exercising the right to vote. Thus the relevant target date for the call shall be the event that occurs first.
- (3) A right of election with regard to price setting shall be exercised by means of written declaration within the periods agreed; at the latest prior to commencement of the respective quotational period.
- (4) Should the customer fail to meet his or her obligations to cooperate or fail to meet such in accordance with the agreement, in particular if the customer fails to place call-off orders contrary to the terms of the agreement or does not set a price as stipulated, or if at the customer's arranging the merchandise is dispatched later than provided for by the delivery date or if the customer is in default of acceptance due to other circumstances for which the customer may be held responsible, then we shall be entitled to require compensation for the damage and any additional expenditures incurred as a result. In particular recoverable damage shall also include the additional expenditures transaction costs incurred for new hedge transactions (closing out or rolling of stock exchanges items). Furthermore, we shall be entitled to charge for other damage (handling costs, storage costs, etc.) with lump sum compensation in the amount of 0.5% of the invoice amount for each month starting one week after notification of readiness for shipment; however, 10% of the invoice amount at the most. The customer shall be entitled to prove to us that no or substantially less damage has been incurred. We shall reserve the right to prove greater damage. Any other rights, in particular the right to withdraw from the agreement or to require payment of damages instead of performance, shall remain unaffected. In this case the risk shall pass to the customer with notification of readiness for shipment.
- (5) Furthermore, if the customer fails to place call-off orders contrary to the terms of the agreement, fails to accept deliveries or fails to cooperate as required otherwise, then we shall be entitled to allot the customer a reasonable period within which to make performance. After unsuccessful elapse we shall be entitled to withdraw from the agreement either in part or as a whole and require compensation in damages instead of performance.
- (6) If the customer fails to exercise a right to determination to which the customer shall be entitled in accordance with the agreement, in particular the customer fails to place call-off orders as stipulated, does not specify the callable partial quantities (split deliveries) or fails to set a price in accordance with the agreement, then we shall be entitled to the option after elapse of an appropriate period of respite to carry out specification at our own discretion. Subsequent deliveries in the subsequent

months shall in any case only take place only following our prior approval in the case of any splitting and/or acceptance not stipulated by the agreement.

- (7) Unless expressly agreed otherwise the customer shall be responsible for obtaining any special permits, licenses (e.g. import or export licences) or the like required for the effectiveness of the purchase agreement or for execution of the contract.
- (8) Moreover, the customer shall be obliged to provide any and all information required and to cooperate on time as required in accordance with the agreement and/or in good faith.
- (9) Insofar as the customer owes compensation in damages instead of performance we shall be entitled to require overall payment of damages in the amount of 15% of the purchase price if the customer has not proven less damage. Assertion of claims for greater damages in accordance with statutory provisions shall remain unaffected.

§ 6 Notice of Defect, Rights Based on Defects

- (1) Warranties shall be considered as having been provided only if we have declared such expressly and particularly in writing while employing this term. Without such references information in catalogues, quality data sheets and certificates, analysis certificates, etc. shall not apply as warranties within the legal meaning of the term.
- (2) The customer shall be obliged to immediately examine the merchandise for defects, including deviations in both quality and quantity, including services provided. In order to maintain any claims based on defects any objections to the merchandise shall be reported to us in writing within ten days after taking delivery at the latest and in the case of hidden defects after their discovery. Otherwise the delivery shall be considered as approved in accordance with the agreement. Comments on delivery slips shall not be considered as notification of a defect. Transport personnel shall not be authorized to accept notices of defect.
- (3) We shall not be responsible for defects or impairments of quality that are based on the defectiveness of any materials that have been provided by the customer. We are not obliged to perform a quality control of the materials provided.
- (4) Claims based on defects shall be excluded on in the case of insignificant deviation from the agreed quality. Claims based on defects shall not obtain in the case of damage or impairments of quality which occur after passage of the risk or for which the customer may be held responsible, e.g. improper storage or transport by the customer.
- (5) In the case of proven defects we shall provide for subsequent performance at our option by means of substitute delivery or reworking; as a rule we provide free replacement in return for the non-conforming merchandise. The customer may only withdraw from the agreement or reduce the purchase price if no attempt at subsequent performance is undertaken within an appropriate prescribed period of respite or subsequent performance is not possible, refused, fails or is unreasonable. The period for subsequent performance must amount to at least four weeks unless opposed by justified interests on the part of the customer. In the case of doubt it shall be assumed that subsequent performance has failed only after the third failed attempt at subsequent performance.
- (6) Any other claims, in particular claims for damages, may only be asserted under the terms and conditions of the following Section 7.
- (7) The period of limitation for claims based on defects shall amount to twelve months following delivery and/or acceptance. The statutory periods of limitation shall apply for claims for damages based on defects.

§ 7 Cancellation, Liability for Damages, Product Monitoring

- (1) Cancellation shall be permissible due to a violation of duty which does not consist in a defect only if we may be held responsible for the violation of duty.
- (2) As a rule we shall be liable for damage insofar as the other prerequisites for a claim are given if we are culpable of intent or gross negligence. In the case of simple negligence we shall be liable in the case of violation of an obligation whose fulfillment make proper performance of the agreement at all possible and compliance with which the respective other contracting party may rely on (so-called cardinal obligation). In all other respects liability for compensation for damages of any kind whatsoever, regardless of the basis for claim – including violation of mutual confidence in the preparation of contract – shall be excluded.
- (3) In the case of slight negligence our liability shall be limited to typically foreseeable damage, the occurrence of which we should have anticipated in accordance with the circumstances known to us upon conclusion of contract.
- (4) Furthermore, liability for lost profit shall be excluded in these cases.
- (5) Insofar as we have assumed a warranty the above exclusions of and limitations on liability shall not apply for damage which is to be replaced in accordance with product liability law as well as fatal injury, personal injury and damage to health.
- (6) The above exclusions of and limitations on liability shall also apply for the benefit of our staff, executing aides and other third parties to whom we have recourse for performance of the agreement.
- (7) In the relationship between us and the customer it shall be the exclusive task of the customer to monitor any products supplied by us after they have been placed on the market (product monitoring obligation) and to respond to any hazards or risks. The customer shall be obliged to immediately notify us with regard to any and all errors, problems and/or hazards in connection with the products supplied by us. The customer shall be solely liable insofar as damage or injuries are caused by violation of the product monitoring obligation.

§ 8 Retention of Ownership

- (1) We shall reserve the right to ownership of the delivered merchandise until complete fulfilment of all of our claims, including already incurred and future claims against the customer from the common business relation.

- (2) The customer shall be entitled to sell or process the conditional commodity within the scope of the proper course of business as long as the customer is not in default, institution of insolvency proceedings against the customer's assets has not been requested or the customer is not obliged to petition for institution of insolvency proceedings. In the case of resale of the conditional commodity on credit the customer shall be obliged to secure the rights of our retention of ownership upon resale. The customer shall only be permitted to pledges, transfer by way of security, resell to third parties for the purpose of financing the object of purchase only with our prior written consent. Any possible processing or reorganization of our merchandise by the customer shall always take place for us as a processor within the meaning of Section 950 of the German Civil Code [BGB]. If our merchandise is processed, reorganised, inseparably commixed or combined with others goods which do not belong to us, then we shall be entitled to a co-ownership share of the new item in proportion to the value of our merchandise (invoice value including sales tax) to the value of the other processed goods at the time of processing, reorganization, commixture or combination. If the other item is to be regarded as the principal item, then it shall be already be agreed that the customer assigns us proportionate co-ownership. We shall hereby accept such co-ownership. The customer shall safeguard our co-ownership free of charge. In all other respects the same shall apply to the new product created through such processing as in the case of our conditionally delivered merchandise.
- (3) As a precaution the customer shall already assign us any claims from resale of the conditional commodity. If we are only entitled to a co-ownership share in the sold merchandise, then anticipatory assignment shall be limited to the part of the claim which corresponds to the share of our co-ownership (on the basis of the invoice amount including sales tax).
- (4) Subject to revocation the customer shall be authorised to collect any assigned claims. We may require that the customer's debtors be notified of such assignment. Upon revocation of the collection authorisation the customer shall provide us with the information required for collection of the respective claim and to support the recovery of such if required.
- (5) The customer shall be obliged to carefully store the items for which we shall have (co-)ownership, to insure such against theft, breakage, fire, water and any other damage at the customer's own expense and to verify conclusion of such insurance on request.
- (6) The customer shall report any attachment of the conditional commodity by third parties immediately after discovery and hand over any and all information and documents required for intervention. The customer shall be responsible for any costs incurred to rescind such attachment, in particular through institution of third party proceedings, insofar as such costs cannot be obtained from the collecting creditor.
- (7) We shall be entitled to reclaim the conditional commodity in the event that the customer fails to properly meet the obligations arising out of the present agreement or if we become aware of circumstances that appear to put our claims at risk. Any reclamation of the item due to retention of ownership shall also be possible without cancellation of the agreement. In particular we shall be entitled to prohibit the customer from resale or processing of the conditional commodity and to revoke the direct debit authorization.

§ 9 Assignment

We shall be entitled to assign claims to third parties.

§ 10 Setoff / Rights of Retention

The customer shall only be entitled to setoff and rights of retention if the customer's counterclaims are accepted, incontestable or have been recognized by declaratory judgment. This provision shall also apply if the customer's counterclaim is based on the same legal relationship.

§ 11 Data Protection

- (1) We hereby point out that we employ electronic data processing. To this end we have only stored your personal data required for business purposes.
- (2) Unless opposed by any interests worthy of protection we shall be entitled to collect, store, process, use and pass on information and data about customers to third parties if such is required for processing the agreement or for safeguarding our justifiable interests. In particular we shall be entitled to pass on data for the purpose of claims collection or for outsourcing debt management. We reserve the right to report to protective business organizations (e.g. Schufa). We shall provide information on the stored data at any time on request.

§ 12 Place of Performance, Applicable Law, Jurisdiction

- (1) The place of performance for any and all performance arising out of the present agreement shall be the respective plant designated in the order confirmation. If in accordance with the agreements reached by the contracting parties dispatch should be from the plant of a third party, then this plant shall be the place of performance.
- (2) The law obtaining in the Federal Republic of Germany shall apply to the contractual relationship to the exclusion of the United Nations (Vienna) Convention on Contracts for the International Sale of Goods [CISG] and international provisions regarding the conflict of laws.
- (3) The place of jurisdiction shall be Hamburg (principal place of business of the parent company). We shall also be entitled to bring action against the customer at the latter's general place of jurisdiction.