



Section 1. Scope of application

Solely the sales conditions contained hereinafter shall apply. We shall not acknowledge any discrepant or contradictory conditions, unless we have given our express prior consent to such in writing. These sales conditions shall also apply to all future business transactions between the parties and also in the event that we, in the awareness of discrepant or contradictory conditions, implement delivery of goods.

These General Terms and Conditions shall only apply vis-à-vis companies, legal entities subject to public law, or special assets subject to public law pursuant to Article 310, Paragraph 1 of the German Civil Code.

Section 2. Quotation, acceptance

1. In the event that the purchaser's order constitutes a quotation pursuant to Article 145 of the German Civil Code, we shall reserve the right to accept this within two weeks. We will reserve the right to perform short or excess deliveries of up to 10% more or less than the agreed volume.

2. Where not otherwise expressly arranged, we will endeavour to meet agreed delivery times. The latter, however, merely constitute non-binding declarations of intent. In the event of delays in delivery, the purchaser shall be entitled to set us a reasonable extension, and in the event of expiry of this extension with delivery still unperformed, to declare his withdrawal from the contract. The purchaser may claim compensation for non-performance, after expiry of the extension, only where the delay in delivery is the result of our wilful intent or gross negligence.

3. Force majeure such as constraints imposed by public law, strikes and lock-outs will entitle us to extend delivery dates by the duration of the restriction. Should such circumstances last longer than two months, we may withdraw from the contract entirely or partially, without becoming liable for payment of compensation. This also applies to non-foreseeable circumstances outside our control that impede or delay the production or despatch of the goods.

Section 3. Prices, payment

Our prices are valid "ex works", excluding statutory valued-added tax, packaging and despatch, unless otherwise expressly agreed. The purchase price is a net price and shall be due for payment within 30 days of date of invoice. After expiry of the due payment date, we will charge default interest of 8% in excess of the valid base interest rate p.a. We reserve the right to claim further compensation for payment arrears.

All deductions from the invoice sum (especially discounts) require express advance agreement between the parties.

Section 4. Price adjustment

In the event that our cost prices increase by over 5%, with proof of such supplied by us on request, or wages and payroll taxes paid by us increase by over 5%, we shall reserve the right to raise the agreed price, so that the increase in purchasing costs and wage costs

shall be passed on to the purchaser. This shall not entail any increase in our margin. Where we have sole influence over one or more costs, these costs shall not be incorporated in the calculation. The aforementioned adjustment rule does not apply to prices of goods and services delivered or performed within four months of contract conclusion.

Section 5. Offsetting, retention

The purchaser may only set-off own claims against ours where own claims are undisputed or legally validated. The purchaser shall only have right of retention insofar as his counterclaim is based on the same contractual relationship.

Section 6. Delivery

1. Delivery will only be performed following timely and due performance of the purchaser's obligations. We shall reserve the right to the plea of non-performance. In the event of default of acceptance or other culpable breach of the obligation to co-operate on the part of the purchaser, we will be entitled to compensation for the resulting damage, inclusive any additional expenses. We reserve the right to make additional claims.

2. The risk of accidental destruction or accidental deterioration of the goods shall transfer to the purchaser in this case at the moment of default of acceptance, or other breach of the obligation to co-operate.

Section 7. Transfer of risk, despatch

1. Despatch shall be for the account and risk of the purchaser, even where prices are agreed free (dealer's) place of receipt. When shipping goods at purchaser's request, the risk of accidental destruction and accidental deterioration of the goods transfers to the purchaser at the moment of despatch or loading. We shall not be liable for material damage caused by our vehicles or drivers in connection with delivery, except for cases of wilful intent or gross negligence.

2. Where goods are collected by the purchaser, he, or his agents for loading vehicles, shall be obligated to heed all legal stipulations, especially those regarding transport of dangerous goods. Insofar our employees assist with loading and unloading, they shall act at their own risk and not as our vicarious agents.

3. Should despatch be delayed by circumstances for which the purchaser bears responsibility, risk shall transfer to the purchaser at the moment of despatch readiness of the consignment. The purchaser shall bear all additional costs arising from such a delay and, where applicable, shall reimburse us.

4. The purchaser must report all recognisable damage arising from shipping immediately, at the latest within 5 working days of receipt of goods. Transport insurance will only be taken out at the express wish of the purchaser and at purchaser's expense.

Section 8. Retention of title

1. The goods shall remain our property pending full receipt of all payments. In the event of breach of contract by the purchaser, including payment arrears, we shall reserve the right to take back the

goods after expiry of a reasonable deadline that will be set.

2. The purchaser must take good care of the goods and insure them appropriately until full payment has been made for them.

3. Where the purchase price has not been paid in full, the purchaser must notify us immediately in the event that the goods are encumbered with third party rights or exposed to any other third party claims.

4. The purchaser is entitled to resell the goods to which we retain title in the ordinary course of business. In this event, the purchaser cedes all claims resulting from any such resale to us, irrespective of whether the claims arose before or after any further processing of the goods under retention of title. Irrespective of our entitlement to collect such payment ourselves, the purchaser remains empowered to collect such payment even after assigning the claim to us. In this connection, we will undertake not to collect payment for the time, and to the extent, that the purchaser fulfils payment obligations, does not file for bankruptcy or any similar procedure, and does not suspend payment.

5. In the event that the goods under retention of title are processed or remodelled, or the processed or remodelled goods are resold or otherwise disposed of, all payments assigned to the purchaser hereby, together with all ancillary and security rights, shall be ceded to us, where this does not conflict with third party security rights. Where processing or remodelling, combination or mixing result in an object to which third parties have co-ownership, or for which third party security rights remain, the following shall apply to resale: The purchaser will assign to us all payments accruing from resale of the goods, in proportion to the value of the object of sale delivered by us, and under retention of title, to the value of the other items processed.

6. The retention of title pursuant to Section 8 also applies where single payments are being made on an open account and the balance is communicated to, and acknowledged by, the purchaser. Inasmuch as the aforementioned securities exceed the outstanding payments by over 10%, we are obligated to release the securities according to our selection on request of the purchaser.

Section 9. Warranty

1. All the purchaser's warranty rights depend on the purchaser making a complaint in respect of a defect immediately on receipt of goods, pursuant to Article 377 of the German Commercial Code.

2. Warranty claims can be filed within 12 months of transfer of risk.

3. Where goods are defective, the purchaser has a right to supplementary performance in the form of elimination of defects, or delivery of defect-free goods. In the event that supplementary performance fails, the purchaser shall be entitled to reduce the purchase price or withdraw from the contract.

4. Where a sale takes place on the basis of a sample, the sample's properties do not constitute a guarantee or assurance, but are merely non-binding display items intended to describe the goods, unless the contract expressly stipulates otherwise. Paragraph 4 equally applies to chemical analysis specifications.

Insofar not otherwise expressly stipulated, the object of this contract between the purchaser and us is solely the sale of the goods, and, where applicable, also delivery of the sold goods. We assu-

me no warranty or liability for the suitability of the goods for the purchaser's purposes or their specific use. The only exception shall be where the parties expressly extend the contract to cover consulting services

Section 10. Liability

1. We will be liable for statutory damages in the event of wilful intent or gross negligence on our part, or the part of our representatives or vicarious agents; and also in the event of culpable breach of core contractual duties. Where there is no intentional breach of contract, our liability shall be limited to damages foreseeable and typical of this type of contract.

2. Liability on account of culpable injury to life, body or health, and liability according to the German Product Liability Act, shall remain unaffected.

3. Our liability shall be excluded unless otherwise expressly stipulated above.

Section 11. Withdrawal from the contract

In the event that, following conclusion of contract, a serious deterioration in the purchaser's financial position occurs that endangers our claims to payment, such as the purchaser generally ceasing payment or filing for bankruptcy, we shall reserve the right to make continuation of an ongoing long-term delivery, or intended commencement of delivery, dependent on the provision of security, according to our choice. We will reserve the right to withdraw from the contract in the event that such security is not provided within a reasonable deadline that shall be set.

Section 12. Applicable law, place of jurisdiction, other

1. This contract is subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the terms of international private law.

2. Place of performance and sole place of jurisdiction for all disputes arising from or connected to this contract is Hamburg.

3. Where individual clauses of this contract are rendered in part or wholly invalid, this notwithstanding the contract as a whole shall retain validity. This shall also apply in the event that any legal lacuna shall become evident in the contract. This applies in particular to the General Sale and Delivery Terms and Conditions above.

Hamburg, September 2009