

## General Terms and Conditions

### 1. Quotations:

- a) Our general sales terms and delivery conditions will be effective as soon as our offer for a current or future commercial operation is accepted.
- b) Any other possible varying instruction by the customer does not oblige to us, even so we have not explicitly contradicted to this provision by a written notice.

### 2. Quality, product Samples, Analysis:

- a) Subject of our liability is the commercially obtainable quality of our products if not especially negotiated and agreed between the parties.
- b) Our samples always are for information only and without responsibility. Delivered products may vary from product samples within specification limits.
- c) Details about quality and analytical data have to be regarded as approximate values, namely the maxima and minima values, unless certain characteristics are arranged with the customer.

### 3. Prices:

- a) Our prices are based on the common market situation at the ordering date. In the event of long-scale changes of the market situation before the receipt of payments so that the dedicated value will not compensate our goods and services, we are entitled to adjust the prices. Prices in foreign currencies are based on official and free market exchange rates which are applicable for us. Exchange losses by receipt of payments according to the date of invoice or especially negotiated validity dates. have to be compensated by the customer
- b) If freight costs, customs or other public duties will be part of the sales price and additional charges will occur after the transaction, the customer will be charged with any additional expenses as well as other expenses concerning shipments or customs clearance.
- c) Neither carriage- nor duty-free prices will be disbursed by Schäfer Additivsysteme GmbH even if agreed prices do not include freight cost or customs.

### 4. Weights and Measures:

- a) In case of solidification or chemical deposition, packaging, e.g. containers, drums etc. has to be adequately heated before they will be emptied in an appropriate manner.
- b) Residue of product will not be refunded by Schäfer Additivsysteme GmbH. The accrued costs for freight or emptying will be taken over by the customer.

### 5. Packaging:

- a) Packaging will not be redeemed unless special arrangements will have been made in single cases.

### 6. Delivery:

- a) The lead time of our deliveries may vary in several cases. Schäfer Additivsysteme GmbH will not be liable for any delay unless we have agreed to a fixed delivery date.
- b) Every delivery even such of current deals is obtained as a particular commercial transaction and will not affect other transactions.
- c) Amounts of product which will not be retrieved by the customer within an appointed period of time can be cancelled by Schäfer Additivsysteme GmbH without prior notice. In such cases Schäfer Additivsysteme GmbH will be allowed to claim price reductions for delivered quantities which were granted with respect to the complete amount of negotiated product. Our right to claim agreed quantities and/or damages will not be affected.

### 7. Shipment, Storage:

- a) Unless otherwise agreed the shipment of goods will be arranged by means of transportation of our choice and in every case to the risk of the customer.
- b) We are not liable for the inappropriate loading, losses or damage of goods or incorrect packaging after the proper transfer to the forwarder.

### 8. Transfer of risk:

- a) The risk of loss by accident or random degradation will be passed to the customer from this moment when Schäfer Additivsysteme GmbH will assign staff or will hand over the shipment to the forwarder or his representative even if carriage free deliveries are agreed between the parties. All damage or loss will strike solely the customer after transfer of risk even if it is caused by third parties, official directives or force majeure.

### 9. Payment:

- a) Invoices of Schäfer Additivsysteme GmbH are payable immediately on receipt of deliveries due net if not otherwise agreed between the parties. The summation of debt claims is not permitted.
- b) We reserve our right to claim pre-payments, to charge interests on late payments, 8% above the prime rate of the European Central Bank ( § 247 BGB), if the time lines of agreed terms of payment will not be maintained. We reserve also our right to claim any damage for delay, particularly for exchange losses.
- c) We are not obliged to accept checks or bills.
- e) Instead of agreed payment method pre-payments or security will be claimed if any doubt on the solvency of the customer.

### 10. Reservation of title:

We shall retain title to the delivered products until the entire payment of the purchase price and all pending additional, current or future demands resulting from business relations with the customer has been settled and concerns goods which are made by our products as well. While bonding or mixing with other materials which do not belong to the customer, we will receive co-ownership on this products according to §§ 947,948 BGB. While Schäfer Additivsysteme GmbH has any titles following shall be applied: The customer is entitled to sell, to manufacture or to use concerned goods. This right expires if the customer will be in delay of payments. In this case the customer is obliged to hand out delivered or scheduled deliveries to us. The reservation of titles shall not be examined as withdrawal from contract. In the case that goods under reservation propriety rights will be sold the title of the customer will be transferred to the consideration of is client in the amount of the gross invoiced value of our deliveries. The assignment of a claim is not required. The customer is authorized to redeem our claim assignments and is obliged to transfer respective amount to our account immediately; if the customer fails to do the last while he is delayed with payments the authorization for redemption will expire. In that case we are legitimated to collect assignments of claims. If the value of transferred security exceeds more than 10% than our complete claims we will be obliged to reassign on our customers desire. The customer neither is authorized to pledge goods or assigned claims nor to transfer security. We have to be informed immediately about wages of third parties. The customer is obliged to insure against risk of fire and theft and to provide evidence on demand.

### 11. Liability:

- a) The customer is not obliged to claim for compensation of damages for whatever reason or to claim for compensation of vain charges. This exclusion from liability shall not be applicable at negligent or intended violation of life, body or health or at grossly negligent or intended damnification of other objects of legal protection. In case of slight negligence the claims of the customer are limited - by exception of violence of life, the body or health – which are the typically predictable damages. In case of negligible breach of duty the liability for damages will be completely excluded according to § 281 Abs. 1 S.3 BGB and will also be effective for our assistant accordingly. The liability with regard to the law of product liability will remain unaffected.
- b) In case of force majeure (e.g. riots, lockout, shortage of raw material, natural disaster, war) the lead time for deliveries will be prolonged by the duration of force majeure. Optionally we have the right to withdraw completely or partly from the contract without any right for the customer to claim indemnity
- c) Complaints have to be notified within 10 days beginning from date of delivery according to obvious faults by written notice. In case of hidden defect deadline will start with the detection of the fault. If the complaint will be accepted we are primarily entitled to mend or replace deliveries. In case of failure the customer has the right for price reduction or to withdraw the contract. Damages only will be granted if warranties regarding the quality were given or if a defect is caused by fraud.
- d) If the customer has the right to claim according to §§ 478 ff. BGB. The title will not be applicable if the vendor undertakes further arrangements with his client which will exceed legal or our directives.

### 12. Place of delivery, court of jurisdiction, rules of law:

Place of delivery for payments shall be Ludwigshafen/Rhein. Place of delivery regarding the obligations for shipments ex works will be respectively plant, for shipments ex warehouse will be respectively warehouse. Directives of United Nations Convention on Contracts for the International Sales of goods (CISG) will be excluded. The legislation of the Federal Republic of Germany will be exclusively effective. The court of jurisdiction is Ludwigshafen/Rhein.

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