



General Conditions of Sale ChemSynergy GmbH

1. Scope of Application

All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale. References made by Buyer to his general terms and conditions are hereby rejected. These General Conditions of Sale shall also apply to all future business. Deviation from these General Conditions of Sale require the explicit written approval of ChemSynergy GmbH (hereinafter "CS").

2. Consulting

Any consulting rendered by CS is given to the best of his knowledge. Any consulting and information with respect to suitability and application of the goods shall not relieve Buyer from undertaking his own investigations and tests.

3. Product quality, specimens and samples, guarantees

3.1

Unless otherwise agreed, the quality of the goods is exclusively determined by the CS 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. Offer and Acceptance

Quotations from CS are not binding offers but must be seen as invitations to Buyer to submit a binding offer. The contract is concluded by Buyer's order (offer) and by CS's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of CS.

5. Damage in Transit

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and CS shall be provided with a copy thereof.

6. Compliance with legal requirements

Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods.

7. Delivery

Delivery shall be effected as agreed in the contract. General Commercial Terms shall be interpreted in accordance with the INCOTERMS in force on the date the contract is concluded.

8. Buyer's rights regarding defective goods

8.1

CS must be notified of any defects that can be discovered during routine inspection within one week of receipt of the goods; other defects must be notified within four weeks after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defects.

8.2

If the goods are defective and Buyer has duly notified CS in accordance with item 8.1, Buyer has its statutory rights, provided that:

- a) CS has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods.
- b) CS may make two attempts according to lit. a) above. Should these fail or cause unreasonable inconvenience to Buyer, Buyer may either withdraw from the contract or demand a reduction in the purchase price.
- c) With regard to claims for compensation and reimbursement of expenses on a defect, item 9 applies.

8.3

Buyer's claims for defective goods are subject to a period of limitation of one year from receipt of the goods.

9. Liability

9.1

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

9.2

CS 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. Set off

Buyer may only set off claims from CS against an undisputed or adjudicated counterclaim.

11. Delay in Payment

11.1

Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations.

11.2

In the event of a default in payment by Buyer, CS is entitled to charge interest on the amount outstanding at the rate of 9 percentage points above the base interest rate announced by the German Federal Bank.

12. Security

If there are reasonable doubts as to Buyer's ability to pay, especially if Buyer is in default of payment, CS may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security.

13. Retention of Title

13.1 Simple Retention of Title

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

13.2 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 CS, CS retains, in addition, title to the goods delivered until all such outstanding debts have been completely paid.

13.3 Retention of Title with processing clause

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

13.4 Late Payment

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

14. Place of payment

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

15. Force Majeure

To the extent any incident or circumstance beyond the CS's control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of government), reduces the availability of goods from the plant from which the CS receives the goods such that CS can not fulfill its obligations under this contract (taking into account on a pro rata basis other supply obligations), CS shall be relieved from his obligations under this contract to the extent CS is prevented from performing such obligations and have no obligation to procure goods from other sources. The first sentence does also apply to the extent such incident or circumstance renders the contractual performance commercially useless for CS over a long period or occurs with suppliers of CS. If the aforementioned occurrences last for a period of more than 3 months, CS is entitled to withdraw from the contract without the Buyer having any right to compensation.

16. 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 to be observed, the notice or other communication has to reach the recipient party within such time limit.

17. Jurisdiction

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

18. Applicable law

The contractual relationship shall be governed by the law applicable at the place of CS's head office, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG), irrespective of whether Buyer's place of business is in a CISG state or not.