

General Conditions of Sale

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 acphis GmbH & Co. KG (hereinafter "ACPHIS").

Offer and Acceptance

ACPHIS's quotations 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 ACPHIS's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of ACPHIS.

Product quality, specimens and samples; guarantees

3.1 Unless otherwise agreed, the quality of the goods is exclusively determined by ACPHIS's 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.

Advice

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

Prices

If ACPHIS's prices or ACPHIS's terms of payment are generally altered between the date of contract and dispatch, ACPHIS may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to ACPHIS within 14 days after notification of the price increase.

Delivery, Delivery Date, Default in 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.

6.1 The delivery times are non-binding unless otherwise agreed in writing between the parties. Compliance with delivery commitment by ACPHIS is subject to the timely and correct performance of the Customer's obligations regarding the delivery, if any, by Customer. ACPHIS expressly reserves the right to claim partial or complete non-performance of contract (exceptio non adimpleti contractus) by Customer in accordance with § 80 CISG. Partial-deliveries by ACPHIS are admissible. In case of partial-deliveries ACPHIS may issue partial invoices with separate payment terms stated therein.

6.2 In the event that ACPHIS is in default of delivery for reasons ACPHIS is responsible for, Customer shall be entitled to liquidated damages in the amount of 0,5 %, of the value of the goods to be delivered for each complete week of delay, but in no case more than 2 % in the aggregate. If the default of delivery results from gross negligence or willful misconduct by ACPHIS or constitutes a material breach of ACPHIS' main contractual obligations, the provisions for liability of the German Civil Code shall apply. ACPHIS commits a material breach of main contractual obligations of these Sale Conditions in case ACPHIS breaches any of the Sale Conditions' provisions, on whose performance by ACPHIS the Customer could reasonably rely, as these provisions are a condition sine qua non for the performance of the contract by ACPHIS. In case of a negligent breach of main contractual obligations by ACPHIS the liability of ACPHIS is limited to direct and foreseeable losses and ACPHIS shall not be liable to the Customer for any indirect or consequential damages or lost profits.

6.3 The agreed upon delivery period of ACPHIS will be extended by a reasonable additional period, in case events outside ACPHIS' reasonable control prevent ACPHIS from fulfilling its contractual obligations. Such events shall include, but not be limited to unusual shortages in or rationing of raw materials, delay in the delivery of essential components or materials by suppliers, import or export bans, official or governmental measures, unusual delays in transportation, riots or strikes or other concerted acts of workmen, lock-outs or acts of god. Should ACPHIS not be able to fulfill its contractual obligations within such appropriate period of time, Customer and ACPHIS are entitled to withdraw from the agreement. In such case claims for damages by Customer are excluded.

6.4 In addition, ACPHIS reserves the right to withdraw from the contract in case of a lack of delivery by ACPHIS' own supplier.

acphis GmbH & Co. KG | Datumer Strasse 55 | 25469 Halstenbek | Germany

Amtsgericht Pinneberg, HRA 6613 PI, Sitz Halstenbek. Geschäftsführer: Carsten Gerndt. VAT-No.: DE282199406. Persönlich fahrende Gesellschafterin: acphis Verwaltungs- und Beteiligungsgesellschaft mbH. Amtsgericht Pinneberg, HRB 9736 PI. Vertretungsberechtigter Geschäftsführer: Carsten Gerndt

General Conditions of Sale

6.5 In the event ACPHIS defaults on delivery, Customer is entitled to set a reasonable deadline for performance of the obligations by ACPHIS. After the expiry of this period, Customer may withdraw from the contract with ACPHIS. Customer shall only be entitled to damage claims for non-performance in the amount of the foreseeable damages in case the default of ACPHIS results from willful misconduct or gross negligence by ACPHIS. In all other cases, the liability for damages of ACPHIS shall be limited to fifty percent (50 %) of the resulting damages.

6.6. This limitation of liability shall not apply if and to the extent of an agreement between the parties for a fixed date (Fixgeschäft). Moreover, such limitation of liability shall not apply in cases where Customer is entitled to immediately claim for damages instead of performance.

6.7. Further statutory rights or claims of Customer shall remain unaffected.

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 ACPHIS shall be provided with a copy thereof.

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.

Delay in Payment, Default of Acceptance

9.1 Failure to pay the purchase price by the due date or default of acceptance of goods on due delivery date constitutes a fundamental breach of contractual obligations.

9.2 In the event of a default in payment by Buyer, ACPHIS is entitled to charge interest on the amount outstanding at the rate of 8 percentage points above the base interest rate announced by the German Federal Bank at the time payment is due if the amount is invoiced in Euros, or, if invoiced in any other currency, at the rate of 8 percentage points above the discount rate of the main banking institution of the country of the invoiced currency at the time the payment is due.

9.3. In the event that Customer is in default of acceptance, ACPHIS shall be entitled to claim for the resulting damages, including additional expenses. The same shall apply in case Customer breaches its contractual obligation to co-operate, if any. ACPHIS reserves the right to claim additional indemnities.

9.4 In addition, the risk of accidental loss or damage of the goods shall pass to Customer in case of default of acceptance.

Buyer's rights regarding defective goods

10.1 ACPHIS must be notified of any defects that can be discovered during routine inspection within four weeks 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.

10.2 If the goods are defective and Buyer has duly notified ACPHIS in accordance with item 10.1, Buyer has its statutory rights, provided that:

a) ACPHIS has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods.

b) ACPHIS 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 11 applies.

10.3 Buyer's claims for defective goods are subject to a period of limitation of one year from receipt of the goods. In the following cases the legal periods of limitation apply instead of the one-year period:

a) liability for wilful misconduct,

b) fraudulent concealment of a defect,

c) claims against ACPHIS relating to the defectiveness of goods that when applied to a building in the ordinary manner caused it to be defective,

d) claims for damage to life, body and health caused by ACPHIS's negligent breach of duty, or by wilful or negligent breach of duty on the part of ACPHIS's legal representative or vicarious agent,

e) claims for other damage caused by ACPHIS's grossly negligent breach of duty, or by wilful or grossly negligent breach of duty on the part of ACPHIS's legal representative or vicarious agent,

f) in the event of a Buyer's recourse claim based on consumer goods purchasing regulations.

Liability

acphis GmbH & Co. KG | Datumer Strasse 55 | 25469 Halstenbek | Germany

Amtsgericht Pinneberg, HRA 6613 PI, Sitz Halstenbek. Geschäftsführer: Carsten Gerndt. VAT-No.: DE282199406. Persönlich fahrende Gesellschafterin: acphis Verwaltungs- und Beteiligungsgesellschaft mbH. Amtsgericht Pinneberg, HRB 9736 PI. Vertretungsberechtigter Geschäftsführer: Carsten Gerndt

General Conditions of Sale

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

11.2 ACPHIS 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.

Payment Terms

12.1 Payment has to be made by means of electronic payment transactions. Bank charges of the remitting bank are for the Customer. In case of cross-border payments it is agreed that charges are shared. Payment by cheque is not accepted by ACPHIS.

12.2 In the absence of differing written agreements prices of ACPHIS are to be understood ex-works (INCOTERMS 2000). Customer shall bear all shipping costs, packing costs for packaging made in addition to the customary packing and all taxes and customs duties.

12.3. Customer shall pay the agreed upon invoice amount immediately and in full upon date of invoice by ACPHIS, unless a written agreement between the parties establishes other payment terms. There will be no cash discounts. The payment by Customer shall be considered as being made in time in case of receipt of the full amount by ACPHIS within this period.

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

Security

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

Retention of Title

14.1 ACPHIS retains title to the goods delivered for so long as all outstanding debts in connection with the business relationship with Buyer have been completely paid.

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

14.3 If the goods delivered by ACPHIS are combined or blended with material owned by Buyer, which has to be considered the main material, it is deemed to be agreed that Buyer transfers to ACPHIS the joint title to such main material in the proportion of the invoice value of the goods delivered by ACPHIS to the invoice value (or, if the invoice value can not be determined to the market value) of the main material. Buyer holds in custody for ACPHIS any sole or joint ownership originating therefrom at no expense for ACPHIS.

14.4 Buyer shall have in the ordinary course of business free disposal of the goods owned by ACPHIS, provided that Buyer meets its obligations under the business relationship with ACPHIS in due time. Buyer already assigns to ACPHIS all claims in connection with the sale of goods to which ACPHIS reserves the right of retention of title when concluding the sales agreement with ACPHIS; should ACPHIS have acquired joint title in case of processing, combination or blending, such assignment to ACPHIS takes place in the proportion of the value of the goods delivered by ACPHIS with retention of title to the value of the goods of third parties with retention of title. Buyer already assigns to ACPHIS any future confirmed balance claims under current account agreements in the amount of the outstanding claims of ACPHIS when concluding the sales agreement with ACPHIS.

14.5 At the request of ACPHIS, Buyer shall provide all necessary information on the inventory of goods owned by ACPHIS and on the claims assigned to ACPHIS. Furthermore, at the request of ACPHIS, Buyer shall identify on the packaging ACPHIS's title to the goods and shall notify its customers of the assignment of the claims to ACPHIS.

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

14.7 Should the value of the securities exceed ACPHIS's claims by more than 15%, ACPHIS waives securities to this extent.

Force Majeure

To the extent any incident or circumstance beyond the ACPHIS's control (including natural occurrences, war, strikes, lock-outs,

acphis GmbH & Co. KG | Datumer Strasse 55 | 25469 Halstenbek | Germany

Amtsgericht Pinneberg, HRA 6613 PI, Sitz Halstenbek. Geschäftsführer: Carsten Gerndt. VAT-No.: DE282199406. Persönlich fahrende Gesellschafterin: acphis Verwaltungs- und Beteiligungsgesellschaft mbH. Amtsgericht Pinneberg, HRB 9736 PI. Vertretungsberechtigter Geschäftsführer: Carsten Gerndt

General Conditions of Sale

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 ACPHIS receives the goods such that ACPHIS can not fulfill its obligations under this contract (taking into account on a pro rata basis other supply obligations), ACPHIS shall (i) be relieved from his obligations under this contract to the extent ACPHIS is prevented from performing such obligations and (ii) 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 ACPHIS over a long period or occurs with suppliers of ACPHIS. If the aforementioned occurrences last for a period of more than 3 months, ACPHIS is entitled to withdraw from the contract without the Buyer having any right to compensation.

Place of Payment

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

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.

Jurisdiction

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

Applicable Law

The contractual relationship shall be governed by the law applicable at the place of ACPHIS'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.

Contract Language

If these General Conditions of Sale are made known to Buyer in another language, in addition to the language in which the sales contract has been concluded (Contract Language), this is merely done for Buyer's convenience. In case of differences of interpretation, the German version shall be binding.

acphis GmbH & Co. KG | Datumer Strasse 55 | 25469 Halstenbek | Germany

Amtsgericht Pinneberg, HRA 6613 PI, Sitz Halstenbek. Geschäftsführer: Carsten Gerndt. VAT-No.: DE282199406. Persönlich fahrende Gesellschafterin: acphis Verwaltungs- und Beteiligungsgesellschaft mbH. Amtsgericht Pinneberg, HRB 9736 PI. Vertretungsberechtigter Geschäftsführer: Carsten Gerndt