

ROWASOL GMBH

General Terms and Conditions of Purchase for Business Dealings with Companies

1. General - Scope

1.1 Products and services may only be ordered pursuant to these Terms and Conditions of Purchase.

They apply to transactions with contractors, legal entities of public law and public law special assets. Our Terms and Conditions of Purchase also apply to the following orders - in particular those placed by telephone - as contractual content without the need for explicit repeat reference thereto.

1.2 Confirmation of order or execution of delivery or rendering of service always means that our General Terms and Conditions of Purchase have been accepted. Acceptance of products or services while aware of conflicting terms and conditions does not constitute acknowledgment of conflicting terms and conditions. Differing conditions on the part of the supplier which we have not acknowledged in writing are non-binding for us, even if we have not expressly objected to them. Even if we refer to a record, which contains General Terms and Conditions of a supplier or a third party, this does not imply any consent to those conditions.

1.3 Individual agreements reached between us and the supplier (including all additional agreements, amendments and modifications) take precedence over these General Terms and Conditions. Subject to evidence to the contrary a written contract or a written confirmation is essential for the content of such agreements. This also shall apply to purchases pursuant to section 2.

2. Ordering, Confirmation

2.1 The supplier is obliged to confirm our orders within a period of eight working days or to carry out the order unreservedly by dispatch of the products (acceptance). A delayed acceptance shall be deemed as a new offer and shall require our acceptance. The receipt of the order confirmation or the products is relevant for an acceptance in time.

2.2 The contract becomes effective upon receipt of the order confirmation from the supplier or upon our acceptance of delivery. If the content of the order confirmation deviates from the content of the order, the supplier must separately and expressly point out a deviating acceptance regarding conclusion of the contract. In this case, a contract is only brought about with our consent.

3. Prices

The agreed prices are fixed prices. Unless otherwise agreed, prices include free delivery to the place of receipt we specify including packaging customary to the trade.

4. Delivery

4.1 Unless a separate agreement is reached in specific individual cases, the place of receipt and fulfillment shall be our factory in Tornesch.

The address is: Lise-Meitner-Allee 8, 25436 Tornesch, Germany. Deliveries by truck will be accepted between 7 am and 3 pm from Monday to Thursday, and between 7 am and 2 pm on Fridays. Inbound deliveries outside of these times will only be accepted the following working day. The supplier shall bear risk and all costs until the products are accepted by our place of receipt. With free delivery to the place of receipt we specify, the supplier shall provide transport insurance for us at no charge. If, by way of exception, it is not a free delivery to the place of receipt we specify, the supplier shall provide the products in good time with due consideration for customary loading and transport times. If delivery ex-works has been arranged, the supplier shall choose the best possible option in terms of transport period and costs. Additional costs that arise from non-adherence to this rule shall be borne by the supplier, if we are able to prove a more favorable transport option.

4.2 Agreed delivery times are binding. Delivery times commence on the date of order. The important factor in terms of adhering to this deadline is the acceptance of the products or rendering of services to/at the place of receipt specified by us. Deliveries earlier than the agreed delivery times are not permitted. The supplier is obliged to immediately inform us in writing upon delivery delays should circumstances occur or become known to him which mean that the delivery time cannot be adhered to. The supplier is obliged to give immediate written notification which must contain the reasons for the delay as well as the anticipated length of the delay. If a delay occurs, the supplier shall be held liable pursuant to legal regulations unless otherwise covered by the following points. The supplier does not reserve the right for self-delivery.

4.3 With on-call deliveries, the delivery times agreed upon are binding according to the same principles and rules as fixed in clause 4.2. Deliveries shall also be made free of charge to the place of receipt specified by us and at the supplier's risk. Delivery calls can also be made by remote data retrieval.

4.4 In case of delay in delivery, we are entitled to claim a contract penalty amounting to 0.5 % maximum 5 % of the respective order value for each commenced week of the delivery delay after prior written notification to the supplier. The contract penalty has to be set off against the compensation by the supplier for damages caused by delay.

4.5 Not agreed excess deliveries give us the right to either take over the excess products by fixing the value date of the invoices or to store the excess products at supplier's cost until said collects the excess products, or to return the excess products at supplier's cost.

4.6 Each shipment is to include two delivery notes. The delivery notes must contain a precise description of the delivery content together with our order, article and VAT-ID numbers. Should the supplier fail to state the aforementioned numbers, we cannot be held accountable for any processing delays resulting therefrom. Once a delivery has been completed, invoices in duplicate shall be immediately submitted to us separately.

4.7 An extended and expanded retention of title on the part of the supplier - in particular the retention of title vis-à-vis supplied products until full payment of all claims resulting from the business relationship as a whole - is excluded.

4.8 Processing, blending or compounding (further processing) of items provided by the supplier shall be carried out for us. In case of further processing of delivered items by us, we are considered as the producer and acquire property of the items at the latest with the further processing in accordance with the legal regulations.

5. Payment Terms

5.1 Without an agreement to the contrary, net payment shall be made within 30 days. Payment made within 14 days will be subject to a discount of 3%. The payment period does not begin until after receipt of the products, including proper delivery notes and invoice. The payments due by us are deemed to be in time with the receipt of the transfer order at our bank.

5.2 Invoices must contain our order, article and VAT-ID number(s). The supplier shall be held accountable for any consequences resulting from non-compliance with this obligation, unless he proves evidence not to be responsible for the consequences.

5.3 On principle, payments are to be made to the supplier. The supplier may only assign his claims or have them collected by a third party with our prior written approval.

5.4 In the case of a faulty delivery, we are entitled to withhold payment proportionally until correct fulfilment has taken place. The time of (full) payment has no influence on our right to complaint and the supplier's warranty.

5.5 We are entitled to offsetting and retention rights to the extent provided for by law. The supplier only can offset claims which are undisputed and legally established.

5.6 Payment does not constitute any form of acknowledgement of the supplier's terms or prices. Price increases require our explicit acknowledgement before becoming effective.

6. Quality Assurance

6.1 The delivered products must correspond to the legal requirements and appropriate regulations and guidelines in force in the supplier's country and at our place of business as well as to all legal requirements for the placing on the EU market and in the European Economic Area. Upon request the supplier shall prove the conformity by submitting appropriate documents. The supplier is obliged to notify us in writing of any usage limitations and declaration obligations for the products supplied.

6.2 The supplied products also have to match exactly the documentation accompanying the order, such as drawings, descriptions, samples and specifications. They must also exactly match the properties and quality requirements set out in the order.

6.3 The supplier is required to carry out quality checks suitable in type and scope and the observance of which we are allowed to monitor by means of suitable measures, e.g. visiting the company during general business hours upon prior appointment.

The supplier is further obliged to produce documentation of conducted checks as to when, how and by whom the delivered items were checked and the results of the quality tests. All of the tests, measurements and check results are to be archived for 10 years. Upon prior appointment we are entitled to inspect and have copied these documents during general business hours. The supplier can refuse to disclose its business secrets.

7. Warranty

7.1 We are obliged to inspect the supplied products for deviations in terms of quantity and for damage within a reasonable period of time. The complaint is deemed timely if received by the supplier within 5 working days from receipt of products at the destination specified in the order and from presentation of the correct documentation required to check the products (in particular the transit document and delivery note), or, in the case of hidden defects, from the time of their discovery.

7.2 We remain entitled to the legal warranty provisions to their full extent. Regardless, upon delivery of defective products, the supplier is obliged at our request to sort out the defective products and to undertake a repair or subsequent delivery within an appropriate deadline set by us. The supplier is obliged to bear all costs that arise from remedying defects or providing replacement deliveries. If a subsequent delivery or repairs are not carried out or not correctly carried out, we are entitled to rescind the contract after setting a deadline. This shall also apply for pending but not yet due deliveries. The right to compensation, especially compensation instead of performance explicitly remains unaffected.

7.3 In urgent cases or in case of imminent danger, we are authorized to perform subsequent improvement ourselves at supplier's cost or to have subsequent improvement performed by third parties after unsuccessful expiry of a short, adequate deadline or without a deadline in urgent cases in consideration of the mutual interest, after having informed the supplier of the circumstances and the planned substitute performance.

7.4 The warranty ends with the expiry of two years from the delivery of the ordered products to the destination we specified. In the case of remedying a fault or providing a replacement delivery, the warranty period is extended by this period but ends 30 months after the first delivery at the latest.

ROWASOL GMBH

General Terms and Conditions of Purchase for Business Dealings with Companies

7.5 Informing the supplier of the defect within the warranty period is sufficient for us to retain our warranty claims.

7.6 If the supplier is informed by us that products are purchased for exportation, the stated place of delivery for this export delivery shall be considered as place of performance and we are entitled to take over the products without checking it and to further forwarding. All deadlines concerning checks and complaints do not commence until the foreign customer is able to check the products but at the earliest with the unloading at the place of performance.

7.7 Unless otherwise regulated in the aforementioned, the warranty shall be based on legal provisions. Expiry of warranty claims is halted from the point in time where notification of defects is submitted and does not begin to run again until after express refusal of the warranty or after the cessation of resulting negotiations.

8. Product Liability / Producer Liability

8.1 The supplier is responsible for all asserted claims by third parties related to personal injuries and material damages which are due to defective product delivered by him and is obliged to release us from the resulting liability at our initial request.

8.2 The supplier is obliged to maintain an adequate product liability insurance. On request the supplier will send us at any time a copy of the product liability insurance policy. Should we be entitled to additional claims for damages as the respective amount covered by the product liability insurance, these shall remain unaffected.

8.3 Should third parties assert claims against us based on strict liability, the supplier is liable towards us to the same extent as if it was directly liable to the third party. The legal requirements of § 254 of the German Civil Code (BGB) (contributory negligence) shall be applied for the damage compensation between us and the supplier. This shall also apply in case of a direct claim against the supplier. Section 7.9 shall apply mutatis mutandis.

8.4 In case we are obliged to perform a recall action towards third parties, the supplier bears all recall related costs. § 254 of the German Civil Code (BGB) shall apply mutatis mutandis.

8.5 We reserve the right to conduct settlements with other injured third parties; the supplier's liability remains unaffected as long as such settlements were necessary for business purposes and the interest of the supplier has been considered adequately.

9. Force majeure

9.1 Should force majeure occur, such as epidemic, pandemics, war or the threat of war, natural catastrophes, transport or operational interruptions or breakdowns, industrial action, a lack of raw materials, foreign exchange hindrances or other similar unexpected supply disruptions, we are released from the obligation to accept for the period of the disruption insofar as the disruption has a considerable influence on receiving the products or services.

9.2 If the events of force majeure are of a temporary nature, we are entitled to demand fulfilment at a later point in time.

9.3 Should the event of force majeure last for more than four months, we are entitled to rescind the contract in part or in full without entitling the supplier to any claims. The enforcement of force majeure must take place within one week of gaining knowledge of the event in question.

10. Suspension of Payment / Insolvency Proceedings

In case one of the contracting parties suspends payments or applies either for the opening of insolvency proceedings over its' assets or judicial or out-of-court settlement proceedings, the other contracting party is entitled to withdraw from the parts of contract not yet fulfilled.

11. Defects of Title / Intellectual Property Rights

11.1 The supplier is liable for intellectual property right violations or intellectual property right applications (intellectual property rights) such as trademark rights resulting from the use of delivered products as stipulated in the contract, unless he proves evidence not to be responsible for the consequences.

11.2 If claims are made against us or our customers by third parties due to a utilization of said intellectual property rights, the supplier is obliged to release us and our customers from these claims upon first written request. The obligation to release and indemnify refers to all expenses for us and our customers, which inevitably result from or are in connection with claims made by third parties. The obligation to release and indemnify shall not apply if the supplier proves not to be responsible for the infringement of intellectual property rights.

11.3 The contractual partners are obliged to immediately inform one another of violation risks that become known and alleged violations and to give one another the opportunity to counteract claims consensually.

11.4 Upon our request the supplier shall be obliged to notify us of the use of published and unpublished own and licensed commercial intellectual property rights and intellectual property right applications in such delivery items.

12. Confidential Information

The supplier is obliged to maintain utmost secrecy with regard to all documentation and data in connection with our order and resulting from the business transaction. Said documentation and data may only be disclosed to third parties with our prior written consent. The obligation to maintain secrecy shall also apply once this contract has been processed; the obligation shall expire if and to the extent that information contained in the documentation and data become known to the general public or was verifiably known to the supplier before placing the respective order.

13. Final Provisions

13.1 The contractual parties observe the relevant data protection regulations.

13.2 Should a provision of these General Terms and Conditions of Purchase be or become ineffective in full or in part, it shall not affect the effectiveness of the remaining provisions. As far as the contract or the General Terms and Conditions of Purchase contain any loopholes, the ineffective provisions are to be replaced by a legally effective regulations, which would have been concluded by the contractual parties in accordance with the economic objectives of this contract and the purpose of these General Terms and Conditions of Purchase, if they had known these loopholes before.

13.3 The relationship between us and the supplier is subject to the law of the Federal Republic of Germany. The United Nations convention on contracts for the international sale of products (CISG) and any other international agreement, even future, inter-state or international agreements shall not apply, even after adoption into German law.

13.4 As long as the supplier is a merchant, at our choice the place of jurisdiction for all disputes arising from the delivery transactions is Hamburg or the supplier's registered office. The place of jurisdiction for claims by the supplier shall be Hamburg exclusively. Legal regulations on exclusive jurisdictions shall not be affected.