

## Sales Terms:

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### 1. **Validity:**

The following general sales conditions underlain all businesses, also further businesses with us as far as no other conditions are confirmed from our side. Our sales conditions also obtain, if we don't contradict to divergent sales conditions of the buyer and execute a delivery without reserve.

### 2. **Prices:**

Our offers are subject to confirmation and noncommittal. Prices have to be considered net of taxes, so the relating taxes must be added, in particular the VAT from the date of invoice, if applicable.

### 3. **Quantity of delivery:**

Short delivery or over-delivery up to 10 % of the ordered quantity means as agreed. For the invoicing of the order, the extradition weight is authoritative. Any weight loss during transport has to be carried by the buyer.

### 4. **Date of delivery:**

The specified dates of delivery are no fixed dates. If an order is delayed, the buyer has to accept a respite of 14 days. This respite is to be indicated us in written form. Our delivery obligation exists subject to the correct and punctual self-supply. In cases, that the pre-supplier appoints himself on force majeure or other circumstances, that free him of the obligation to supply a performance, we are also free of performance towards our customers. We are not obligated to accuse our pre-supplier juridical. Any demands for payment of damages in

My-Chem GmbH  
Innungsstraße 11  
21244 Buchholz i.d.N.  
Deutschland / Germany

Telefon: + 49 (0) 41 81 / 99 90 0  
Telefax: + 49 (0) 41 81 / 99 90 19  
E-Mail: [info@my-chem.de](mailto:info@my-chem.de)  
Web: [www.my-chem.de](http://www.my-chem.de)

Berenberg Bank, Hamburg  
Joh. Berenberg, Gossler & Co. KG  
Konto / Acc: 54 687 009  
BLZ / Code: 201 200 00  
Swift-Code: BEGODEHH  
IBAN: DE04 201 20000 00546870 09

Commerzbank AG  
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BLZ / Code: 200 400 00  
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IBAN: DE08 2004 0000 0414 1099 00

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Konto / Acc: 138 313 03 98  
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IBAN: DE65 2005 0550 1383 1303 98

Eingetragen / Registered:  
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Geschäftsführung / Management:  
L. Meinecke, Buchholz  
R. Meinecke, Buchholz  
Steuernummer / Taxnumber:  
FA Buchholz 15 / 200 / 42474  
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cases of effortlessly or normal negligence of the seller are excluded. In the following situations, which are meant as situations of force majeure, we are freed from the delivery in case of strike, lockout, war or nature calamity, which may delay the delivery- incorrect self supply by disturbances within the company outlet at our supplier and perhaps their pre-suppliers- at disturbances within the package or transportation of the good. If the customer comes into default of acceptance or if he hurts other obligations to cooperate, then we are entitled to claim our damage including any special expenditure. In this case, the customer is also obliged to cover the expenses of the danger of destruction or deterioration, at the time of the default of acceptance.

#### 5. Risk transition:

The customer is liable for the risk, as agreed in the newest version of the Incoterms, that we indicate our preparedness of delivery in case of default of acceptance at the customer.

#### 6. Payment:

The payment is to be made in accordance with the agreed upon terms of payment of the selling-contract. The subtraction from discount payment requires a written agreement. As maturity the entrance of the payment on our accounts is considered to the payment. With delay of payment we are entitled to calculate without letter of warning at a value of 7 % over the valid rate of discount of the European central bank (EZB). With payment arrears we are entitled to cancel granted terms of payment for current contracts. Offsets are entitled to the buyer only if its counterclaims are legally confirmed, undisputed or recognized by us.

#### 7. Objections - guarantee of defect

The warranty laws of the buyer presuppose that pertinent §§ 377, 378 HGB he followed its investigation and scolding obligations. An immediate written announcement must be made in case of wrong deliveries with objections because of the delivery measure, delivery volume or the delivery packing within 2 working days. Hidden lacks must be reprehended in written form immediately after notice, however at the latest within 6 weeks after delivery at the place of destination. As hidden lack apply such lacks, which cannot be determined by visual examination and/or chemical investigation. In the case of a lack, the buyer is obligate to seize all actions, which prevent a further deterioration of the good, and to give us the opportunity to investigate the good within a period of 5 days. Otherwise any warranty claims of the buyer are void. This applies

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also, if the customer and/or its customers and/or its assistants of execution before our examination processed the good. If there is a lack of the article, caused by us, the warranty laws are limited to replacement or reduction in our choice. In case of the replacement we are obliged to carry all resulting costs, in particular transport costs as far as these costs are not increased by inappropriate storage, and/or handling, and/or by the placing of the good to another place than the place of delivery. If we, out of reasons caused by us, come into delay with the practice of the right to vote, then the customer is entitled to set us an appropriate period. After expiration of this term the buyer has the right to resign from the contract or to require an appropriate reduction of the purchase price. If we should have assured a certain feature in writing with conclusion of a contract, then the following applies: With a fault of guarantee, which the buyer indicated in time, leads removal of the error of our choice or the free replacement to the exclusion of further claims, in particular claims for damages, as far as the removal of the error and/or the replacement is objectively unreasonable for the buyer. In this case the buyer is entitled to take the legal warranty claims up. Any claims for damages are limited to the direct damage of the good. For damages in particular escaped profit or other financial damages we are not responsible. The warranty amounts to 6 months, counted starting from passage of the risk. This period is a period of limitation and applies also to claims on replacement of features assured by lack damages, also in cases of assured features.

#### 8. **Joint and several liabilities:**

As far as the legal regulations permit it, the exclusion of the product liability is considered as agreed upon. Our legal liability is limited to resolution or rough negligence. Our obligation to indemnify is always limited to the covering sum, which can be proven by our product liability insurance. This also applies in cases, in which we appear only as an agent, or act in strange names. As far as our liability is excluded or limited, this applies also to the personal liability of our employee and assistants of execution.

#### 9. **Retention of title:**

We reserve ourselves the property at the good up to the fulfilment of all present and/or future claims from the business relation with the buyer. If the buyer behaves contrary to the terms of the agreement, in particular with delay of payment, we are entitled to take the good back. The return of the goods is not cancellation of the contract, unless we explain the cancellation of the contract in written form. After the return of goods we are authorized to their utilization.

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Utilization proceeds are limited on the commitment of the buyer less appropriate utilization costs. The buyer is obligated to store the good supplied by us separately to treat the good in good order and at own expense to insure against fires, water damage and theft damage to the original value. The processing, mixture or reorganization of the good made by the buyer for us, from which however no obligations against us can be developed. If the good which is mixed with other goods or materials not belonging to us, then we attain the co-ownership in the relationship of the good to the other materials at the new product. The new product is thus reservation commodity in the context of these conditions. Other orders, in particular transfers by way of securities or pawnages at the actual good and the reservation commodity are inadmissible without our written agreement. The customer is entitled to sell the good and/or the reservation product; however already now he releases all demands to us third in full height. As far as only a co-ownership is concerned, then the transfer is limited to our co-ownership portion. A resale is only permitted under ensuring of this session. If the buyer is in delay of payment and/or if a request for opening of a bankruptcy or settlement proceedings was placed, then we are entitled to take the claim. In this case we demand that the buyer admits us the retired claims and their debtor, offers all data necessary for the withdrawal of the claim, to hand out all pertinent documents and to inform the debtor (third) this transfer. We oblige ourselves that we release our entitled guarantee upon the requests of the customer when the value of our guarantees exceeds our secured claim around more than 20 %. The selection of the guarantee to release from our control is in our choice.

#### 10. Place of jurisdiction / place of performance:

Place of performance for the payment obligation of the buyer is Buchholz i.d.N.. Place of jurisdiction is the competent court for Buchholz i.d.N. in Tostedt. We are however entitled to raise complaints at the place of jurisdiction of the buyer. The applicable law is the one of the Federal Republic of Germany. As far as agreements refer to other laws or prescriptions, our general sales conditions take priority. This applies specially for the place of jurisdiction and the applicable law.

#### 11. Partial inefficacy:

If there are conditions of our general sales conditions that are legal ineffective, the authenticity of the other conditions and of the whole act in the law is not concerned. The parties to the contract are obliged

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to cooperate to find an economic aim that is nearby to the ineffective condition.

November 2001

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