

Conditions of Sale of Paul Marienfeld GmbH & Co. KG

1. General, colliding conditions, collateral agreements in writing

- 1.1 These Conditions of Sale are applicable to all our deliveries of goods or services.
- 1.2 In case of discrepancy between the English text and the German text the later shall prevail.
- 1.3 We repudiate other conditions of the buyer without explicit objection.
- 1.4 All other agreements differing from these conditions become valid only after they were confirmed in writing.
- 1.5 For delivery within 5 working days or order values up to 500 €, we reserve the right to ship and invoice immediately without separate order confirmation.

2. Place of performance, court of jurisdiction, governing law chosen

- 2.1 Place of performance for deliveries and payments is our plant in Lauda-Königshofen.
- 2.2 Court of jurisdiction for all litigations is Tauberbischofsheim. However, we also reserve the right to take legal proceedings against the buyer at his place of domicile.
- 2.3 The formation, interpretation and operation of this contract will be subject to German Law, exclusive of the United Nations International Law of the 11th of April 1980 about contracts for international sale of goods.

3. Offers

- 3.1 Our offers are without engagement.
- 3.2 We reserve the right to make technical alterations to the offered products.

4. Risk, Conditions of delivery

- 4.1 After the goods have left our company the risk of damage passes on to the buyer. In case the goods are to be collected by the buyer at our premises the risks pass on to the buyer after we advised the buyer that the goods are ready for collection.
- 4.2 Deliveries will be effected ex factory.
Freight, packing and insurance will be borne by the buyer unless we agreed differently in writing.
- 4.3 Partial deliveries are permissible if they are not expressly forbidden.

5. Deliveries of excess and shortage quantities

- 5.1 Deliveries of excess and shortage quantities of $\pm 15\%$ (for special production $\pm 25\%$) of the ordered quantity are permissible and have to be accepted by the buyer. The buyer has to pay for the actually delivered quantity.

6. Taking back packing material

- 6.1 We take back returned packing material in accordance with the effective rules.
- 6.2 The buyer bears all cost for returning and disposal of packing material.

7. Non-acceptance

- 7.1 If the buyer fails to accept the delivery or collect of the goods within 3 days of notice in writing that the goods are ready for delivery the buyer shall be liable for all storage cost and other charges. We are entitled without prejudice to our other rights to resell or otherwise dispose of the goods.
- 7.2 We are entitled to claim damages of at least 25% of the value of the invoice unless we prove a higher damage.

8. Orders on call

- 8.1 The buyer has to call off and accept deliveries in approximately equal quantities the latest within 6 months after the date of order confirmation unless otherwise agreed in writing.

9. Delivery dates

- 9.1 Delivery times quoted are approximate only and begin after all technical details are cleared and agreed payments are received on our account.
- 9.2 We have met the date of delivery as soon as the goods have left our premises or the buyer has been notified that goods are ready for dispatch.
- 9.3 Operating troubles and incidents of force majeure prolong our delivery time accordingly or discharge us from our engagement in case they prevent us from executing an order.
- 9.4 Our default in delivery shall not exist unless the Customer has provided us with a warning and an indicated reasonable additional period of time has lapsed.
- 9.5 We assume the liability for damages caused by default only in case of our purpose or gross negligence. Any liability is limited to the net value of the goods.

10. Custom-made products

- 10.1 Custom-made products which are produced according to the buyer's instructions, drawings or samples which were approved by the buyer cannot be returned to us. All products packed in boxes with non-standard printing or with other than our logo are considered to be custom-made products.
- 10.2 The buyer shall accept surplus or shortage quantities of $\pm 25\%$ of the ordered quantity. The buyer has to pay for the actually delivered quantity.

11. Tools

- 11.1 Tools, moulds or other equipment remains our property even if the buyer has paid for their cost wholly or in part.

12. Copyright protection

- 12.1 The buyer shall be liable that products manufactured according to its instructions do not infringe any protective rights of any third party.
- 12.2 All damages caused by infringements shall be born by the buyer.

13. Minimum order value and minimum quantities

- 13.1 The minimum order value is 50 Euro.
- 13.2 For order values less than 200 Euro we charge an additional fee of 25 Euro.
- 13.3 Delivery is generally made in packing units according to the valid price-list.
Normally, this unit is the minimum order quantity also.
- 13.4 We invoice the prices valid on the date of dispatch.

14. Terms of payment

- 14.1 Our invoices are due in Euro and without any deduction or charges at our account on the date specified in the invoice.
Decisive is the date on which the payments are received on our account.

15. Default of payment

- 15.1 If the buyer fails to make any payment on due date, then all his outstanding debits become due immediately and we are entitled to cancel the contract or suspend any further deliveries to the buyer. That applies also for the buyer's checks or drafts which cannot be cashed or in case of the buyer's insolvency.
- 15.2 We have the right to charge the buyer interest on the amount unpaid. Interest will be charged at a rate of 5% per annum above the respective reference interest rate of the European Central Bank. We reserve the right to demand compensation of further cost caused by the buyer in connection with the contract.

16. Return of goods

- 16.1 The buyer has to ask our assent before returning any goods.
- 16.2 If we agree to the return of faultless goods the buyer has to pay a handling charge of 15% of the value of the goods (minimum 10 €) as compensation for the handling of the returned goods.

17. Price changes

- 17.1 We reserve the right to adjust our prices in case of unforeseen increases in cost caused by increased cost of material, energy or duties.

18. Reservation of proprietary rights

- 18.1 (Reservation of proprietary rights) The delivered products shall remain our property and title shall be withheld until all products have been fully and unconditionally paid for.
- 18.2 (Prolonged reservation) The buyer may neither consume products delivered conditionally nor combine them with other items to which third parties have rights. The buyer may process or resell the products in the normal course of business only if claims arising from the resale have not been assigned, pledged, attached or otherwise encumbered or are liable to be offset against counterclaims. The buyer shall assign to us in advance, any accounts receivable arising from the sale of products delivered conditionally and of newly constituted products to the amount of the invoice for the products delivered conditionally.
- 18.3 The buyer may have the accounts receivable for products delivered conditionally or under joint ownership as per clauses 18.1 and 18.2 sold or factored only if the Factor is aware of the advance assignment of claims to us and if the Factor transfers payments received directly to us. Pledges or transferances of products or claims assigned to us or to which we retain the title are not allowed. The buyer is required to immediately inform us of any access, confiscation or any other disposition of a third party with regard to products delivered.
- 18.4 We shall be entitled, at any time after a default of payment has been made by the buyer on any payment by the due date, to require the buyer by written notice to place at our disposal any goods to which title has been reserved by us under these conditions any to pay over to us any proceeds of sale in respect of goods which have been sold by the agent for us. Any action so taken by us shall not prejudice our rights either with respect to the goods concerned or any other goods or with respect to our action for the price.
- 18.5 In the case of sales in countries where the right of ownership does not have the same effect as in German law, the goods remain property until all contractual obligations of the sale have been fulfilled, and all payments have been made.
- 18.6 If the right of ownership does not have the same effect as in German law but the reservation of other rights over the goods is permissible, then we have the authority to exercise these rights. The buyer must be prepared to co-operate with any measures we take for the protection of our right of ownership, or the equivalent right to the goods.

19. Warranty

- 19.1 The entire liability of the seller under or in connection with the contract shall not exceed the price of the goods or services.
- 19.2 The buyer's right to warranty for consumables presupposes that the goods have been used, stored and transported duly. In case the buyer does not comply with these duties about handling the goods any warranty expires.
- 19.3 The warranty for consumables ends on the sell-by date given or the latest 12 months after the date of the invoice.
- 19.4 Any claim has to be made in writing detailing exactly the claimed fault.
- 19.5 No warranty is given that the goods are suitable for any particular or special purpose or for use in connection with any equipment unless expressly confirmed by us in writing.

As at January 2009