

Deutsche Everlite GmbH
General Terms and Conditions of Sale

1 General

- 1.1 Any and all business transactions performed by us are based on the General Terms and Conditions of Sale set out below in so far as they do not conflict with domestic law.
- 1.2 These General Terms and Conditions apply exclusively to all contracts and agreements concluded by us. Any other terms and conditions shall not be incorporated into a contract even if we do not expressly object to them. In each individual case, a side agreement shall require written form in order to be effective. This requirement of written form may be waived only in writing signed by the parties.
- 1.3 Our offers are non-binding and subject to technical improvements of our products. We may store and process the data required for the performance of the contract on our company-based servers.
- 1.4 The customer shall only be entitled to a set-off, if their¹ counterclaims have been recognized by declaratory judgment or if such claims be non-controversial.
- 1.5 The place of performance shall be our works at Wertheim, Germany. The place of jurisdiction shall, at our option, be Wertheim/Mosbach or the court competent for the customer's registered office. German law shall apply to the exclusion of the UN Sales Convention (CISG).

2 Risk, Shipping Charges

- 2.1 The risks shall pass to the customer upon the goods leaving our premises, even if we take over shipping, export or assembly and installation.
- 2.2 The customer shall bear the transport, packaging and insurance costs.

3 Delivery Times, Default, Damage Caused by Delayed Delivery

- 3.1 Delivery times are ex works and shall begin to run upon the clarification of all technical issues still open at the conclusion of the contract, the receipt of all records like drawings and permits to be provided by the customer and/or deposits as well as production releases subject to proper and prompt self-delivery by our suppliers. We shall immediately inform the customer of the unavailability of any items ordered.
- 3.2 Force Majeure or strikes, lockouts, interruptions of operations, supply bottlenecks and/or delayed/suspended deliveries by presuppliers beyond our control shall extend delivery periods by the delay times caused. The same shall apply if the customer requests additional or modified design/workmanship.
- 3.3 Delay in delivery on our part shall, in each case, require a reminder by the customer granting an additional period of time of reasonable length.
- 3.4 In case of any damage caused by delayed delivery, our liability shall be limited to damages of 5% of the value of the delivery/service if the contract was fulfilled, and 10%, in case of non-fulfilment. This limitation of liability shall not apply to any damage caused intentionally or by gross negligence or resulting from loss of life, bodily injury or impaired health.

¹ Any reference to the plural (related to companies) shall also include the singular, and the male gender shall include the female.

- 3.5 The provisions of this section shall apply analogously to the times applicable to assembly and installation work. The deadline for assembly and installation shall not begin to run until all preparatory work has been completed.

4 Prices, Terms of Payment, Security

- 4.1 Our prices are ex works and exclusive of statutory VAT. Should the period between the conclusion of the contract and delivery be more than 4 months, we shall be entitled to request, in equitable discretion, a reasonable surcharge in accordance with Sec. 315 BGB (German Civil Code) reflecting the increase in cost incurred by us until delivery.
- 4.2 Unless otherwise agreed in writing, all invoices are payable immediately with no discounts. We accept checks on account of performance only, with all cheque charges at the customer's expense.
- 4.3 In case of delayed payment and/or reasonable doubt as to the customer's creditworthiness we may make each individual delivery conditional on its prepayment or the making of a security deposit amounting to the invoiced price.
- 4.4 If no fixed prices for assembly and installation have been agreed, then assembly and installation work shall be carried out at the rates for assembly and installation work applicable at the time. All prices fixed for assembly and installation cover the agreed work only. We shall charge any additional work and waiting times beyond our control at our rates for assembly and installation work. The same applies to the intermittent hiring-out of personnel.

5 Retention of Title, Assignment of Future Claims

- 5.1 We reserve ownership in the delivered goods until the purchase price has been paid in full and without qualification. Should we have further claims against the customer, then the reservation of ownership shall remain in force until they have fully paid.
- 5.2 The customer shall only be entitled to resell reserved goods in the ordinary course of business, if he did not assign, pledge or otherwise encumber the claims arising from such resale.
- 5.3 The customer shall not be entitled to combine the reserved goods with other materials third parties have rights to. If the reserved goods should nevertheless be made a component of a new (aggregate) product by combining them with other materials, then we shall acquire joint proportionate ownership of such new product even our component forms but a minor part of the new product. Our proportionate ownership shall be subject to the ratio of the invoice value of the reserved goods to the value of the new product at the time of combination.
- 5.4 Any combining of the delivered goods with premises shall only be for a temporary purpose (Sec. 95 BGB) until paid in full. The customer shall manage our co-owner's share free of any cost.
- 5.5 The customer assigns to us in advance as security the claims arising from the resale of the reserved goods (No. 5.1) and/or the newly formed products (Nos. 5.3 and 5.4) he has against his buyers, i.e. to the amount of our invoice for the reserved goods. As long as the customer is not behind schedule with the payment of the reserved goods they may collect the assigned claims within the ordinary course of business. They shall, however, be required to exclusively use the proportionate proceeds for paying the reserved goods.

- 5.6 Upon the customer's request, we shall release securities of our own choice, if and as far as the nominal value of such securities exceeds 120% of the nominal value of our outstanding claims against the customer.
- 5.7 In case of default we shall be entitled to withdraw from the contract and/or demand the surrender of the reserved goods from the customer's premises and collect the assigned claims ourselves. In order to determine the scope of our claims, we may have all of the customer's records/books concerning our reserved rights reviewed by a person bound to professional confidentiality.

6 Claims Based on Defects, Claims for Damages

6.1 We take responsibility that the goods delivered by us are free from defects at the time of the passing of the risk. Negligible deviations from the agreed merchantable quality or minor impairments of the fitness for use are, however, insignificant. The merchantable quality, durability and usefulness owed by us in respect of the goods delivered depend exclusively on the specification, product description and/or operating instructions agreed in writing. Any additional statements, particularly as regards preliminary talks, advertisement and/or industrial standards referred to shall not form part of the contract unless expressly referenced therein in writing.

6.2 It is the customer's responsibility to examine whether the emissions caused by the existing or intended production processes in the premises, e.g. by chemicals, and/or the temperature are detrimental to the synthetic materials offered by us. The customer confirms that such impairments are excluded.

We deny all liability for any usefulness that was not expressly confirmed by us in writing.

6.3 It shall be the duty of the customer to carefully examine the goods upon delivery, also in respect of product safety, and notify obvious defects immediately in writing; any hidden defects shall be notified in writing after detection without any undue delay. In the event that any of the goods have been damaged in transit the customer shall report such damage to the forwarder immediately. Failure to comply with such requirement to examine the goods and make a complaint in respect of a defect immediately on receipt shall result in the exclusion of the customer's claims based on defects.

6.4 Our liability for defects shall be limited to alternative performance of the contract by remedying the defect (repair) or by delivering goods free from defects (replacement) at our option. Should such alternative performance of contract be unacceptable, impossible or should it have failed after two attempts, then the customer shall be entitled to reduce the purchase price or, where building works are concerned, to withdraw from the contract at their option.

6.5 Our liability for slight negligence shall be limited to claims arising from loss of life, bodily injury or impaired health, to claims under the Produkthaftungsgesetz (German Product Liability Act) or to claims of culpable (wilfully or by negligence) breach of essential contractual obligations through which the purpose of the contract is jeopardised. Otherwise, our liability for slightly negligent breach of conditions shall be limited to the foreseeable, typically occurring damage that might have been foreseen at the conclusion of the contract. We maintain a manufacturer's liability insurance with a coverage amount of 10 million euros for personal injury, damage to property and financial losses. Our liability is limited to 10 million euros. This limitation of liability shall not apply, if damage has been caused wilfully or by gross negligence on our part or by the people employed by us in the performance of our obligations, conscious that the damage would occur in all probability.

6.6 Moreover, we shall not be liable for the consequences of improper handling, use, maintenance and operation of the delivered goods by the customer or the people employed by them, or for the results of normal wear and

tear. This shall apply particularly to the results of chemical, electrochemical or electrical influences as well as use in violation of our operating instructions.

6.7 Any claim for defects a customer may have against us in relation to work carried out on a building shall be time-barred after the expiry of a two years' period from the date of acceptance. With respect to maintenance work as well as in case of movable parts, and particularly pneumatic, mechanical and/or electrical parts of the fume or heat extraction and/or ventilation appliances, claims based on defects shall be time-barred after the expiry of a twelve months' period from the date of delivery to the customer.

Any claims arising from the infringement of accessory obligations and/or for the compensation of damage to property or financial loss not caused to the delivered goods themselves shall be notified prior to acceptance in case of work on a building or upon delivery (in case of movable parts).

The restriction of the limitation period shall not apply to claims arising from the fraudulent concealment of defects, claims under the German Product Liability Act or damage resulting from loss of life, bodily injury or impaired health or any other damage caused intentionally or by gross negligence.

6.8 Should it turn out during the examination of a defect notified by the customer or during rectification work that the claim for defect was raised grossly negligent or without justification, then we shall be entitled to demand the payment of a reasonable compensation for our testing and repair work.

6.9 If there is an obligation to maintain spare parts, such requirement shall be limited to a period of two years from the date of delivery.

7 Industrial Property Rights, Secrecy

7.1 We reserve ownership and all industrial property rights and copyrights to all designs, samples, technical records, cost estimates or offers, even if the customer has taken over the costs for design and construction. The customer must not use a structure in any way other than the one agreed with us. The customer shall not be entitled to manufacture the goods delivered themselves or have them manufactured by any third party without our prior written consent.

7.2 If we deliver goods the design of which is prescribed by the customer, the customer shall assume liability that the manufacture and delivery thereof shall not infringe the industrial property rights or other rights of third parties. The customer shall be liable to compensate us for any damage arising from such violation of rights.

7.3 The customer shall treat as confidential any information acquired through the business relationship with us which is not available to the general public and shall not disclose it to any third party.

8 Severability Clause

8.1 Should individual provisions of these General Terms and Conditions of Sale be or become legally ineffective or should they be inapplicable in the individual case, this shall not affect the effectiveness of the remaining provisions hereof. Sec. 139 BGB shall be waived.

Status: February 2014