

Version: 05.12.2016

General Terms & Conditions and Terms & Conditions of Delivery of Hillebrand Chemicals GmbH, Westerhaar 29, D-58739 Wickede (Ruhr)

1. General Provisions

1.01. Scope

1. All deliveries, services, and offers from us shall be performed exclusively based on these General Terms & Conditions and Terms & Conditions of Delivery (hereinafter referred to as "GT&C & T&CD"). These shall, at the same time, be a component of all contracts and agreements that we conclude with our contractual partners regarding the deliveries and services offered by us. They shall also apply to all future deliveries, services, or offers to the contractual partner, even if they are not agreed upon separately once again.

2. The latest upon acceptance of the goods and/or services by our customers, our GT&C & T&CD shall be considered to have been accepted and agreed upon.

3. The General Terms & Conditions of the contractual partner or of third parties shall not apply, even if we do not specifically object to their validity separately in individual cases. Even when we refer to a document containing the General Terms & Conditions of the contractual partners or of a third party, or referencing such, this shall not constitute an acceptance of the validity of those General Terms & Conditions. Our GT&C & T&CD shall, in particular, also apply when we perform our services without objection while being aware of contradicting General Terms & Conditions of the contractual partner or General Terms & Conditions of the contractual partner differing from ours.

1.02. Offers and conclusion of contract

1. Unless they have been expressly marked as binding or contain a certain acceptance period requirement, all our quotes shall be open and non-binding. Orders or purchase orders of contractual partners shall be binding and can be accepted by us, within two week after receipt, by means of order confirmation or in the way of carrying out the order.

2. For the scope of our deliveries and services as well as for the legal relationship with our contractual partners, the written contracts and agreements, including our GT&C & T&CD, shall be authoritative exclusively. These fully reflect all agreements of the contractual partners regarding the subject and the content of the contract. Oral promises by us before the agreements have been concluded shall be non-binding legally. Additionally applicable shall be the

respective Product Terms & Conditions developed for our products in their respective applicable version. Oral agreements of the contractual parties shall be replaced by written contract and agreements, if they do not each expressly stipulate that they bindingly shall continue to apply.

3. Amendments to and modifications of the concluded agreements, including of these GT&C & T&CD, shall require the written form to be effective. Except for managing directors or persons with full power of attorney, our employees shall not be authorised to make oral agreements deviating from this.

4. Information from our side regarding the subject of the delivery, services, or offers, as well as our presentation of the same shall only be approximately authoritative, unless the usability for the contractually planned purpose requires an exact adherence. They shall not be guaranteed characteristics but rather descriptions or features of the deliveries and services. Deviations that are standard in the trade and that occur due to statutory requirements or that represent technical improvements, as well as the replacement with services of equivalent value shall be allowed unless they considerably negatively impact the usability for the contractually intended purpose.

5. We shall reserve title and/or copyrights to all offers, estimates, illustrations, drawings, calculations, brochures, catalogues, computations, and other documents. Without our express consent, the contractual partner shall not make these items and documents as such, nor their contents, available to third parties, nor publish them, nor use or reproduce or in any other form utilise them themselves or through third parties. Upon our request, contractual partner shall return these items in full and destroy any copies made when they are no longer needed by contractual partner in the course of regular business or when the negotiations do not result in the conclusion of a contract.

2. Prices and terms of payment

2.01.

Our prices shall apply to the scope of service and delivery specified in the contracts. Additional or special services shall be billed separately. Our prices are in euro ex works and do not include packaging, nor storage costs, nor the statutory value added tax, nor – in case of export deliveries – duties and fees, nor other public charges. If deliveries or services are to be performed only more than three months after conclusion of the contract, an adjustment of the price shall be performed upon request of one of the parties if the order-related costs on our side have changed

significantly. A significant change shall exist always when the change amounts to more than 10% of our order-related costs. The adjustment of the price shall then be performed corresponding to the percentage rate of the change.

2.02.

Offsetting against counter claims of the contractual partner or retention of payments due to such claims shall only be permissible if and to the extent that the counterclaims are undisputed or have been judicially determined.

2.03.

We shall be entitled to execute or perform outstanding deliveries or services only against advance payment or collateral security if – after conclusion of the contract – we become aware of circumstances that would be suited to considerably reduce customer's creditworthiness and through which the payment of our outstanding amounts by the contractual partner from the respective contractual relationship, including from other individual orders to which the same master agreement applies, is endangered. The same shall apply if our contractual partner defaults on a payment or partial payment that is due.

3. Delivery and delivery schedule

3.01.

Deliveries and services shall be carried out ex works.

3.02.

Deadlines and schedules indicated by us for deliveries and services shall only be approximations unless a fixed deadline or a fixed date was expressly promised or agreed upon. If shipment was agreed upon, delivery deadlines and delivery dates shall refer to the point in time of transfer to the forwarder (including to the in-house forwarder), carrier or other third party tasked with the transport.

3.03.

We shall be entitled – independent of our rights arising from default of the contractual partner – to demand from contractual partner an extension of the delivery and service deadlines or a postponement of the delivery and service deadlines by that amount of time for which the contractual partner is not fulfilling their contractual obligations towards us, in particular if we do not or not on time receive the information, document, required approvals/permits and releases to be provided by the contractual partner.

3.04.

We shall not be liable for impossibility of delivery or for delays in delivery in so far as these have been caused by force majeure or other events not foreseeable at the time of concluding the contract (e. g. interruptions of operations of all kinds, difficulties in acquiring materials or energy, transport delays, strikes, lawful lockouts, labour shortages, energy or raw material shortages, difficulties in obtaining necessary government approvals, government measures, or non-delivery or incorrect or late delivery by suppliers that are not under our control. If such events render delivery or service considerably more difficult or impossible for us and if the hindrance is not just of a temporary nature, we shall be entitled to withdraw from the contract. In case of hindrances of a temporary nature, the delivery or performance deadlines shall be extended, or the delivery or performance deadlines shall be postponed by the duration of the hindrance plus a reasonable lead period. In so far as the contractual partner cannot be reasonable expected to accept the delivery or service as a result of the delay, they may withdraw from the contract by means of an immediate written notification to us.

3.05.

We shall be entitled to make partial deliveries if the partial delivery is reasonable for the contractual partner.

3.06.

If we are in default with a delivery or service, or if a delivery or service is impossible to us for whatever reason, our liability for damages shall be limited in accordance with Article 7 of these GT&C & T&CD.

3.07.

If the delivery is, upon the contractual partner's request, postponed by more than 1 month after notification that the goods are ready for shipment, we shall be entitled to demand from contractual partner for each started month of postponement a storage fee in the amount of 0.5% of the agreed upon gross price of the delivery subjects ready for shipment, but at most 5% of the agreed upon gross price of the delivery subjects ready for shipment. Contractual partner shall retain the right to prove that we incurred no or lower storage costs. Upon furnishing proof, we shall be entitled to demand higher costs than the above flat rate.

4. Place of performance, shipping, packaging, transfer of risk, acceptance

4.01.

Place of performance for all obligations from the contractual relationship shall be our company's place of business, unless otherwise specified.

4.02.

The method of shipment and the packaging shall be at our responsible discretion. If and to the extent that statutory rules and regulations do not mandate something else and no other contractual agreement was entered into, the contractual partner shall be billed at cost for the packaging/container necessary transport and shipping. In the case of utilisation of non-returnable containers, we shall be under no obligation to take them back, to credit or take over any disposal costs.

4.03.

At the latest, risk shall transfer to contractual partner upon transfer of the delivery subject (whereby the commencement of the loading process is decisive) to the forwarder, carrier or other third party tasked with performing the shipment. This shall also apply if partial deliveries are performed or if we have taken on other services (e. g. shipping or installation). If shipping or transfer is delayed due to a circumstance under contractual partner's control, risk shall transfer to contractual partner from the day on which the delivery subject was ready for shipment and on which we notified customer of this.

4.04.

We will insure the shipment against the typically insurable transport risks only upon express wish of contractual partner and at contractual partner's expense.

4.05.

If an acceptance has to take place, the delivery and/or service shall, in particular, be considered accepted when

- the delivery and/or service has been completed,
- we notify the contractual partner of this, making reference to the notion of acceptance, have requested acceptance from the contractual partner,
- 3 workdays have passed since delivery or the contractual partner has started to use the delivery, and
- contractual partner has neglected to perform the acceptance within this period of time for a reason other than a defect that we were notified of that renders the use of the delivery impossible or considerably impedes it.

5. Warranty, material defects

5.01.

The delivered subjects shall be thoroughly inspected immediately upon delivery to the contractual partner or to a third party designated by the contractual partner. They shall be considered approved by the contractual partner if we do not receive a written complaint of defects with respect to obvious defects or other defects that would have been apparent during an immediate, thorough inspection. With respect to other defects, the deliveries shall be considered approved by the contractual partner if we do not receive the complaint of defects immediately after the point in time at which the defect showed; however, if the defect would have been apparent to the contractual partner already at an earlier point in time in case of normal use, this earlier point in time is authoritative for the start of the deadline for complaints. Upon our request, a complained about delivery subject shall be shipped back to us, freight prepaid. In case of a justified complaint of defects, seller shall reimburse the costs of the most inexpensive method of shipment. This shall not apply if the costs increase significantly because the delivery subject is located at another place than the place of intended use. In all cases, we shall have the right of picking it up ourselves.

5.02.

In case of material defects of the supplied objects, we shall agree be obligated and entitled at our discretion to reworking or replacement delivery within a reasonable period of time. If this fails, i.e., in case of impossibility, impracticality, refusal or unreasonable delay of reworking or replacement delivery, contractual partner may withdraw from the contract or reduce the remuneration commensurately. A subsequent performance shall be considered failed after the second attempt unless the nature of the item or of the defect or other circumstances provide for something else. In case of withdrawal, the statutory provisions of §§ 323 V, VI German Civil Code (BGB) must be adhered to.

5.03.

If a defect is attributable to our fault, customer may, subject to the prerequisites specified in Article 7, assert claims for damages.

5.04.

Subject to the provision in Article 5.01., the warranty period shall be one year from delivery or, if an acceptance was required, from acceptance. The exclusion and shortening of the warranty period shall not apply to damages resulting from injury to life, limb,

or health that were caused by gross negligence or wilful breach of duty by us, or gross negligence or wilful breach of duty by our legal representatives or vicarious agents. The shortening of the statute of limitations shall, furthermore, not apply to other damages that were caused by gross negligence or wilful breach of duty by us, or gross negligence or wilful breach of duty by our legal representatives or vicarious agents.

5.05.

In case of defects other manufacturers that we cannot fix due to licensing or factual reasons, we shall – at our discretion – be entitled to assert our warranty claims against the manufacturers and suppliers on behalf of the contractual partner or assign them to the contractual partner. Warranty claims against us shall exist in case of defects of this kind under the other prerequisites and in accordance with these GT&C & T&CD only, if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is hopeless, e.g. due to a bankruptcy. For the duration of the legal dispute, the period of limitation of contractual partner's respective warranty claims against us shall be suspended.

5.06.

The warranty shall be null and void if contractual partner, without our approval, modifies the delivery subject or has it modified third parties and as a result renders a correction of defects impossible or unreasonably difficult. In any case, contractual shall bear the additional costs of correction of defects caused by the modification. The warranty shall also be null and void if contractual partner does not follow or pay attention to notes or instructions provided by us regarding the goods, product, and services, or regarding the treatment, handling, warehousing and storage of same, in particular also those contained in the product specifications and safety data sheets in accordance with EC Directive No. 1907/2006.

5.07.

To the extent that products delivered by us are perishable or have a limited shelf life, the expiration date we specify regarding this product or in the product specifications shall constitute an agreed upon characteristic.

5.08.

If delivery of used delivery objects has been agreed upon with the contractual partner in an individual case, this shall be effected to the exclusion of any and all warranties for defects.

5.09.

In case of warranted complaints for defects, payments by the contractual partner may, subject to the provision in Article 2.03., only be withheld in the amount of a reasonable share of the remuneration.

5.10.

The assignment of the warranty claims to third parties without our approval shall be excluded.

5.11.

Non-excludable claims in accordance with the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

6. Industrial rights

6.01.

Each of the parties hereto shall immediately notify the other party in writing, in case any claims regarding the violation of any such industrial rights or copyrights are made against it.

6.02.

In case the delivery subject violates an industrial property right or copyright of a third party, we shall, at our discretion and at our expense, modify or replace the delivery subject in such a way that no rights of third parties are violated anymore, while the delivery subject shall continue to fulfil its contractually agreed upon functions, or shall provide the contractual partner with a right of use by concluding a license agreement. If we are not able to do so within a reasonable amount of time, contractual partner shall have the right to withdraw from the contract or to reasonably reduce the purchase price.

6.03.

In case of violations of rights by products of other manufacturers provided by us, we shall, at our discretion, assert our claims against the manufacturers and upstream suppliers on account of the contractual partner or shall assign them to the contractual partner. In such cases, claims against us shall, in accordance with the directions of this Article 6, exist only if the legal enforcement of the aforementioned claims against seller and upstream suppliers was unsuccessful or is hopeless, e.g. due to a bankruptcy.

6.04.

The above rights of the contractual partner in Articles 6.02. and 6.03. shall be excluded if and to the extent that the violation of the protection right is not our responsibility but rather that of the contractual partner, in particular if it is caused by contractual partner's requirements or by a utilisation not foreseeable by us, or if it caused by contractual partner modifying the delivery subject or using it together with products not delivered by us. Any claims for damages of contractual partner shall be subject to the restrictions of Article 7 of these GT&C & T&CD.

7. Liability for compensation for damages due to fault

7.01.

Our liability for compensation for damages, no matter for which legal reason, in particular for subsequent impossibility of performance, delay in performance, defective delivery or delivery of merchandise other than that stipulated, breach of contract, violation of obligations during contract negotiations and unlawful acts, insofar as a respective fault is concerned, shall be limited in accordance with this Article 7.

7.02.

We shall not be liable in case of simple negligence of our bodies, legal representatives, employees or other vicarious agents, insofar as this does not amount to a breach of essential contractual obligations. Essential to the contract shall be the obligation to the manufacturing and timely delivery of the delivery item free of defects that affect its function or usability more than just negligibly as well as the obligations to consult and protect and take care of, which are intended to allow/enable the contractual partner to use the delivery subject as contractually agreed upon or to protect life and limb of contractual partner's personnel, or to protect contractual partner's property.

7.03.

Insofar as we are liable for damages on grounds of and in accordance with Article 7.02., this liability shall be limited to damages, which we had anticipated upon conclusion of the contract as a potential consequence of a violation of contract or should have anticipated when applying due diligence. Indirect damages and consequential damages which are the result of defects of the delivery subject can furthermore only be reimbursable insofar as such damages are to be expected typically when using the delivery subject as intended.

7.04.

In case of a liability for simple negligence, our obligation to pay damages for damages to property and other damages to assets resulting therefrom shall be limited per claim to the current coverages of our business and product liability insurance even if this is a violation of an obligation essential to the agreement. The amount of the coverages is, at a minimum, EUR 10,000,000.00, each. The specific amount of the coverages will be communicated to the customer at any time upon a corresponding request.

7.05.

The above exclusions and limitations of liability shall apply at the same scope for the benefit of our organs, legal representatives, employees and other vicarious agents.

7.06.

If we provide technical information or serve as a consultant and this information or consulting do not belong to the owed, contractually agreed upon scope of services, this is done free of charge and under exclusion of any liability.

7.07.

The limitations of this Article 7. shall not apply to damages resulting from injury to life, limb, or health that were caused by gross negligence or wilful breach of duty by us, or gross negligence or wilful breach of duty by our legal representatives or vicarious agents.

The limitations of this Article 7. shall, furthermore, not apply to other damages that were caused by gross negligence or wilful breach of duty by us, or gross negligence or wilful breach of duty by our legal representatives or vicarious agents. Claims in accordance with the German Product Liability Act (Produkthaftungsgesetz) shall also remain unaffected.

8. Reservation of title

8.01.

The following agreed upon reservation of title shall serve as security for any and all respective existing, current, and future claims of us against contractual partner resulting from the existing supplier relationship, including any balance demands related to the limited current account of this supplier relationship.

8.02.

The delivery subject delivered to contractual partner by us shall remain our property until all secured

claims have been paid in full. The delivery subject as well as the goods taking its place in accordance with the following provision shall be referred to as "Reserved Goods" hereinafter.

8.03.

Contractual partner shall store the Reserved Goods free of charge for us.

8.04.

Until the occurrence of the enforcement event (Paragraph 8.09.), contractual partner shall be entitled to process and sell the Reserved Goods in the due course of business. Pledging and assignment as security shall not be permitted.

8.05.

If the Reserved Goods are processed by contractual partner, it shall be agreed upon that the processing takes place on behalf of and for account of us as the manufacturer and that we shall directly acquire ownership or – if processing of materials of multiple owners takes place or if the value of the processed good is higher than the value of the Reserved Goods – joint ownership (fractional ownership) in the newly created good proportionate to the value of the Reserved Goods to the value of the newly created good. In the event that no such acquisition of ownership should occur for us, contractual partner shall already now transfer its future ownership or – in the above situation – co-ownership in the newly created good to us as security. If the Reserved Goods are combined with other articles to constitute a distinct article we shall transfer – to the extent that the main article belongs to us – proportional co-ownership of the distinct article to contractual partner in accordance with the ratio set forth in Sentence 1.

8.06.

If the Reserved Goods are resold, contractual partner shall already now assign to us as a security the claim, including all ancillary rights, arising from this against the purchaser – in case of co-ownership by us in the Reserved Goods, proportionate to the co-ownership share – with priority over any other claims owed to us. The same shall apply to any other claims that take the place of the "reserved goods" or otherwise accrue with respect to "reserved goods", e.g. insurance claims or tort claims from loss or destruction of "reserved goods". We revocably authorise contractual partner to collect the claims assigned to us for customer's account in contractual partner's own name. We may only revoke this authorisation for collection in case of an enforcement event.

8.07.

Should third parties take hold of the Reserved Goods, in particular by way of garnishment, contractual partner shall immediately advise them that they are our property and shall notify us of this to enable us to assert our property rights. If the third party is not able to reimburse us the judicial or extra-judicial costs incurred in this context, contractual partner shall be liable to us for such costs.

8.08.

Upon contractual partner's request, we shall release any Reserved Goods as well as any articles or receivables replacing them to the extent that their value exceeds the amount of the secured claims by more than 50 %. The selection of articles to be released thereafter shall be at our discretion.

8.09.

If, in case of contractual partner acting contrary to the terms of the contract – in particular if in default of payment –, we withdraw from the contract (enforcement event), we shall be entitled to demand the surrendering of the Reserved Goods. The same shall also apply if warranted indications exist that suggest an insolvency of the contractual partner as well as in cases of the opening of insolvency proceedings against the latter.

8.10.

Contractual partner shall be required to provide us, upon our request, with the information necessary to assert our claims arising from this Section Article 8. and to hand over the related documents.

9. Final Provisions

9.01.

If contractual partner is a merchant, a legal entity under public law, or a special fund under public law, or does not have a general place of jurisdiction in Germany, then the place of jurisdiction for any and all disputes arising from the business relationship between us and the contractual partner shall, at our discretion, be 58739 Wickede (Ruhr), Germany

9.02.

The relationship between us and contractual partner shall be subject to German law exclusively. The Convention of the United Nations on Contracts regarding the International Sale of Goods dated April 11, 1980 (CISG) shall not apply.

9.03.

Should the contract or these GT&C & T&CD contain gaps of regulation or ineffective clauses, this shall not affect the effectiveness of the remainder of the contract and of the GT&C & T&CD. Instead of these gaps and/or ineffective clauses, legally effective regulations shall be considered to have been agreed upon that the partners to the contract would have agreed upon based on the economic purposes of the contract and the purpose of these GT&C & T&CD if they had been aware of the gap in regulation and/or the ineffective clause.

Note:

The contractual partner acknowledges that we are storing data from the contractual relationship in accordance with § 28 German Federal Data Protection Act (Bundesdatenschutzgesetz) for purposes of data processing and that we reserve the right to transmit the data, insofar as necessary for the fulfilment of the contract, to third parties (e. g. insurance companies).

In case of obscurities are our german General Terms & Conditions and Terms & Conditions of Delivery valid.