

## Sales terms and delivery conditions

We thank you for your order and we will handle it with the diligence of a reasonable businessman. The following delivery conditions serve the purpose to guarantee a clear and binding basis regarding business dealings with our customers both for them and for us when handling different transactions. As far as the purchaser is to be regarded as customer pursuant to the provisions of consumer protection laws the following terms and conditions apply only as far as they do not oppose obligatory provisions of the mentioned laws.

### 1. Bindingness

All our offers, sales and deliveries are carried out based on the following sales terms and delivery conditions which are deemed as approved with regard to the full contents as soon as the customer places the order respectively clinches the deal and thus is binding for the customer as well as for us. Possible conditions for purchasing of our customers even if we do not expressly contradict them are not applicable with regard to the transactions made with us. If single parts of the given sales terms and delivery conditions are inapplicable for any reason, the effectiveness of the other provisions as well as of this contract are not affected.

Additional agreements, supplements or amendments of this contract respectively of this purchase or of our conditions are not binding without prior written approval of IMCD South East Europe GmbH. In particular the acceptance of delivered goods or of any partial delivery, payment or partial payment consider acceptance of the sales terms of IMCD South East Europe GmbH by the purchaser.

### 2. Performance and transfer of risks

The delivery is performed and – also in case of deliveries agreed free of carriage charges – risk has gone to the orderer

- a) in case of consignment as soon as the goods leave the shipping warehouse of IMCD South East Europe GmbH or of the manufacturer, respectively
- b) if the goods are to be picked up as soon as IMCD South East Europe GmbH has announced that the goods are ready for collection.

### 3. Prices

Our deliveries are subject to the price quotations of our issued pricelists, we do however expressly reserve the right that in case of changes of prices the prices relevant on the day on which the goods are delivered, will be charged.

If not specified differently all prices include standard packing as far as not expressly stated differently as well as without value added tax.

IMCD South East Europe GmbH is obliged to take out a storage or transport insurance in favour of the orderer only in case of written agreement.

### 4. Payment

Invoices are payable upon receipt net, as far as not agreed differently in writing. Failure to pay in due time leads to an arrear in payments without previous admonition. In case of arrears in payments the seller is entitled to charge the higher default interest rate of either 10 % or of 2 % above the respective customary debit interest rate plus value added tax as of the day of maturity.

If IMCD South East Europe GmbH accepts bills of exchange or comparable deeds, acceptance is subject to discharge by the bank institute such discharge only shall be deemed as payments. If the date of discharge is after the date of maturity of the invoice and this fact is caused by the buyer, IMCD South East Europe GmbH shall be allowed to claim default interests in the amount of 12% p.a. pursuant to the above provisions. If the purchaser does not pay upon maturity or if IMCD South East Europe GmbH gets information according to which the financial situation of the purchaser has deteriorated IMCD South East Europe GmbH may at its option request payment of all outstanding invoices – whether mature or not – and / or may cancel all outstanding deliveries and may carry out further deliveries only against prepayments or make them dependent on the providing of adequate collateral. Set off or retirements of payments against any claims are not admissible unless IMCD South East Europe GmbH expressly granted its approval thereof.

### 5. Delivery times

The delivery times stated by IMCD South East Europe GmbH are to be considered as approximate. In any case the purchaser shall be entitled to withdraw from the contract because of possible default in delivery only if a respite period has been fixed in vain in writing has been found in the respite period however has to be as long as the originally agreed time for delivery.

Liability of IMCD South East Europe GmbH is restricted to a case of at least gross negligence of IMCD South East Europe GmbH.

### 6. Type of dispatch

IMCD South East Europe GmbH reserves the rights to determine the type of dispatch and the carrier to the place of delivery as far as carriage prepaid deliveries are agreed. The purchaser shall bear the costs of any other transport provisions requested by him.

### 7. Partial deliveries

- a) If the purchaser does not claim a partial delivery which IMCD South East Europe GmbH announced to be ready for pick up, IMCD South East Europe GmbH may carry out partial delivery to their option at any time or at any later point of time or to cancel the respective partial supply contract. No such measure affects other partial deliveries. Any and all costs of to and fro transport caused by default of acceptance as well as the costs of storage of the ordered goods are to be borne by the purchaser.
- b) If IMCD South East Europe GmbH cannot deliver the total quantity, IMCD is entitled to apportion the quantity available to IMCD among its contractual partners and thus to effect partial deliveries reducing the amount invoiced respectively.

### 8. Failure of performance

IMCD South East Europe GmbH shall not be liable in cases of subsequent random failures due to fire, explosion, accident, flood, labour disputes or shortage of material, equipment or materials, war, measures taken by public authorities, defects of appropriate material, equipment, fuels or transport possibilities by force major or by other events lying without the sphere of influence of IMCD South East Europe GmbH or caused by acting slightly negligent.

Delivery of quantities which are affected by such circumstances may be cancelled by IMCD South East Europe GmbH or affected later.

### 9. Empties

Delivered but unsold empties or containers shall remain the property of IMCD South East Europe GmbH. The purchaser is obliged to return such empties in good condition and according to the directions IMCD South East Europe GmbH freight prepaid to the place stated by IMCD South East Europe GmbH within the granted period. Any amount possibly given in pledge for such empties shall be forfeited if not returned orderly within the granted period. If no pledge was given the purchaser shall refund to IMCD South East Europe GmbH the value of damaged empties or empties not returned within the agreed period as stated on the invoice. IMCD South East Europe GmbH shall finally decide on acceptance or refusal of damaged returned empties.

### 10. Quality standards

IMCD South East Europe GmbH shall not assume any liability exceeding the one laid down in writing apart from the fact, that materials sold pursuant to these provisions meet the standard of the respective producers. The purchaser shall accept all risks and liabilities for results of the use of the delivered material no matter whether the material was used alone or in connection with other products.

If the goods were processed by any one other than IMCD South East Europe GmbH liability of IMCD South East Europe GmbH is restricted to the goods in unprocessed condition.

### 11. Guarantee, damages

- a) A prerequisite for any quality claim is compliance with the immediate obligation or check of the customer and the prompt notification of defects by registered mail to IMCD South East Europe GmbH
- b) Guarantee of IMCD South East Europe GmbH is restricted to the extent of the warranty obligation of the supplier of IMCD South East Europe GmbH to whom IMCD South East Europe GmbH will remit possible customer complaints. The warranty period in any case shall end 6 months after performance (above 2).
- c) Further more any warranty claim against IMCD South East Europe GmbH lapses, if the recipient of goods disregards the instructions regarding utilisation, use, maintenance-storage etc., remedies deficiencies himself or has them remedied or alters respectively processes delivered goods.
- d) Remedy of deficiencies does not result in any extensions of the original warranty obligation.
- e) IMCD South East Europe GmbH for any legal grounds ever assumes liability only for damage caused by gross negligence or intention.

### 12. Patents

IMCD South East Europe GmbH accounts for the fact that delivered goods do not violate any patented ranks in the country of origin of the goods; any further liabilities are not assumed.

### 13. Assignment to third parties

Claims from orders may not be assigned, neither totally nor partially to third parties without written approval of IMCD South East Europe GmbH.

### 14. Customer service

Upon request IMCD South East Europe GmbH will try to provide technical assistance and advice regarding the use of the goods by the purchaser within its means; such assistance and advice is however given free of charge and IMCD South East Europe GmbH assumes no liability therefore or for the results caused thereby; any technical assistance and advice is given at the sole risk of the purchaser.

### 15. Communication

Sending of electronic mail is carried out pursuant to provisions of the telecommunication laws, as amended. Customers who are not considered consumers pursuant to section 1 § 1 number 2 of the consumer protection laws, acknowledge that contact details(e-mail addresses) obtained by IMCD South East Europe GmbH in connection with the business connection may be used for sending electronic mail without prior approval. Such use of contact details (e-mail addresses etc.) may be refused by the consumer at any time.

### 16. Retention of title

- a) All goods delivered subject to reservation of title shall remain the property of IMCD South East Europe GmbH until all its payment claims regarding the consumer are totally paid not, only regarding the objective goods delivered.
- b) If third parties aspire or establish title to retained property of the company IMCD South East Europe GmbH (forced sale of collaterals etc. IMCD South East Europe GmbH has to be informed by the consumer by registered mail immediately stating all details. Any costs also out of court costs accruing to IMCD South East Europe GmbH in connection with protection of its property rights are to be refunded by the consumer immediately.
- c) If delivered goods are processed by the customer ownership rights of IMCD South East Europe GmbH are created, if delivered goods or products are sold the claims against the acquirer shall be deemed as assigned to IMCD South East Europe GmbH until their claims have been fully satisfied. IMCD South East Europe GmbH may with this regard request notification of open assignments with regard to the one buying from the consumer.
- d) If IMCD South East Europe GmbH withdraws from the contract pursuant to the existing retention of title recalling the goods IMCD South East Europe GmbH shall be entitled to 20 % of the former value of goods delivered as a lump sum compensation for lack of profit. Furthermore the purchaser is liable for any loss resulting upon redelivery of goods to the deliverer of IMCD South East Europe GmbH or by any resale to third parties as well as for the costs of any such re- or further transport.

### 17. Pledging

Goods which were not fully paid may neither be pledged nor given or handed out to third parties nor be used as surety.

### 18. Place of execution, venue

- a) The place the contract is executed and the place of execution shall be Vienna even if transfer or delivery of goods is to be performed at any other place.
- b) The above terms and conditions shall be deemed as agreed between IMCD South East Europe GmbH and the purchaser also for future business transactions.
- c) In case of disputes it is agreed that the court competent for matters of commercial law in Vienna shall assume jurisdiction, this shall apply also for former and future business transactions.