

## Terms of Sale and Delivery of C-Polymers GmbH

### 1. Scope

- 1.1. Goods, services, and offers from C-Polymers are provided exclusively on the basis of the present Terms of Sale and Delivery and the delivery specifications applicable to C-Polymers products at that time. Unless agreed otherwise, these terms shall also apply to all future business dealings.
- 1.2. With the acceptance of goods or services from C-Polymers it will be assumed that the Customer has agreed to these terms.
- 1.3. Additions or alterations to these general terms and conditions shall be legally valid only if confirmed in writing by C-Polymers.

### 2. Offer and Copyrights

- 2.1. Offers made by C-Polymers are subject to confirmation and are non-binding. Orders placed by the Customer shall only be regarded as having been accepted once C-Polymers has issued a written confirmation of order. Additions and alterations to the texts of contracts and subsidiary agreements shall be legally valid only if confirmed in writing by C-Polymers.
- 2.2. Specifications shall be legally binding only if expressly agreed to in writing. Descriptions of projects are protected under C-Polymers copyright and shall not be copied or made available to third parties without the written approval of C-Polymers. All such documentation shall be returned to C-Polymers immediately on request unless required in connection with further orders to be placed with C-Polymers.
- 2.3. The customer solemnly promises that no processing technology know-how of which he may become aware by virtue of his business dealings with C-Polymers shall subsequently be exploited by the Customer's own company for its own purposes and shall not be disclosed to any third party by the Customer. Any violation of this provision will result in the Customer being required to pay a conventional penalty of EURO 50,000 in each instance.

### 3. Scope of Delivery and Delivery Period

- 3.1. Dates and periods quoted by C-Polymers shall be understood to be non-binding unless expressly agreed otherwise in writing.
- 3.2. The delivery period shall commence as of the latest of the following points in time: Date of order confirmation; Date and fulfillment of all technical, commercial, and other preconditions to be met by the Customer; Date upon which C-Polymers receives down payment or other form of security to be provided by the Customer prior to delivery.
- 3.3. C-Polymers is entitled to provide partial deliveries and partial performance any time and to invoice them accordingly. Quantities actually delivered may deviate from the quantity ordered by up to a maximum of +/- 10 % whereby the price to be invoiced shall be that agreed for the quantity ordered. C-Polymers shall not be held liable for delays in the delivery of goods and services, even if binding delivery periods and deadlines have been agreed to if the cause of the delay is Force Majeure or the occurrence of events which make it extremely difficult or even impossible for C-Polymers to meet its delivery commitments - e.g., unforeseeable difficulties in procuring raw materials, operational breakdowns, strikes, lockouts, labour shortage, non-availability of transport, government regulations, etc., which directly affect C-Polymers, its Suppliers or their suppliers in turn. Under such circumstances C-Polymers is entitled to delay delivery of goods or services for the duration of the crisis plus a reasonable lead time, or, alternatively, C-Polymers is entitled to withdraw from the contract in whole or part. Should the crisis situation persist for longer than 3 months the Customer is entitled to withdraw from the still unfulfilled part of the agreement after having allowed C-Polymers a reasonable period of grace.
- 3.4. Delivery deadlines shall be considered to have been met if the goods to be delivered leave the C-Polymers depot on or before the agreed deadline or if the customer is informed of readiness to deliver on or before the deadline date.
- 3.5. In the absence of any special agreement to the contrary, claims on the grounds of delivery delays shall be ruled out as far as this is permissible by law.

### 4. Fulfillment of Contract and Assignment of Risk

- 4.1. Delivery terms are free carrier (FCA, INCOTERMS 2000). The risk shall devolve upon the customer as soon as the goods have been handed over to the carrier or the shipment leaves the distribution depot.
- 4.2. If shipment is delayed or prevented through no fault on the part of C-Polymers, the risk shall devolve upon the customer with the report of readiness to deliver. Where delivery of the

goods has been agreed to on a call-forward basis the goods shall be considered to have been called forward no later than one year after the date of order.

### 5. Prices and Payment Terms

- 5.1. The effective prices shall be the prices indicated by C-Polymers on the order confirmation plus Value Added Tax at the rate prescribed by law. Separate invoices shall be sent for any additional goods and services delivered. All prices shall be understood as ex-works excluding packaging. Unless agreed otherwise, net payment shall become due within 14 days of receipt of invoice. C-Polymers is entitled to credit all payments received against the oldest outstanding claims regardless of any instructions to the contrary given by the Customer. If costs and interest are already owed by the Customer, C-Polymers is entitled to utilise any payment first to settle such costs, then the interest, and to credit only the remaining balance towards payment for the order itself.
  - 5.2. Unless agreed otherwise, C-Polymers shall only be bound to the prices as stated on the order confirmation for a period of 30 days.
  - 5.3. Payments shall be effected by cash transfer in the agreed currency free of charge to the C-Polymers bank account. No deductions shall be allowed. Bills and cheques are explicitly not accepted. A payment shall only be regarded as having been effected once C-Polymers has free access to the sum involved.
  - 5.4. Regardless of any objections due to defects or the existence of counterclaims, the Customer is only entitled to offset, retain, or reduce payments with the express permission of C-Polymers or in the case of claims already upheld in court.
  - 5.5. In the event of the Customer being in default with payment C-Polymers is entitled to charge penalty interest on arrears at the rate charged by commercial banks on current account overdrafts, but in any case at a rate no less than 5% higher than the basic interest rate as published by the EUROPEAN CENTRAL BANK (ECB). C-Polymers reserves the right to claim any further costs incurred as a result of the delayed payment.
  - 5.6. In the event of the Customer's failure to meet his payment obligations, the customer suspends payments, or C-Polymers learns of other circumstances which cast doubt on the Customer's creditworthiness, C-Polymers is entitled to demand the immediate settlement of all outstanding accounts - even in cases where payments by installment have previously been accepted - and to demand payment or equivalent security in advance for future orders.
- ### 6. Reservation of Ownership
- 6.1. Until all outstanding claims have been settled, C-Polymers is entitled at any time to demand securities from the customer as a precondition for the fulfillment of present or future orders. At its own discretion C-Polymers shall return securities as long as the value of those still retained remains at more than 20% above the value of the claims.
  - 6.2. Goods already delivered shall remain the property of C-Polymers until paid for in full (= conditional sale). The further processing or transforming of goods conditionally sold by the customer shall always be understood to have been carried out on behalf of C-Polymers as the manufacturer but without C-Polymers incurring any further obligations as a result.
  - 6.3. At the time of ordering goods in cases where the proprietary rights of C-Polymers are obscured following the further processing or transformation of these goods, it shall be understood that the customer has tacitly agreed that C-Polymers shall have proportional co-ownership of the finished product incorporating the said goods. The customer shall be responsible for the safekeeping of the thus jointly owned product at no charge to C-Polymers.
  - 6.4. Provided that he is not in default with payments to C-Polymers, the Customer is entitled in the normal course of business to process and alienate goods conditionally sold to him by C-Polymers. However, the Customer is not permitted to give conditionally sold goods in pledge or as security. As a precautionary measure the Customer shall immediately assign in full to C-Polymers all claims which he has in respect of third parties as a result of his having alienated the goods conditionally sold, whether by means of resale or on the basis of some other legal transaction. C-Polymers shall provisionally authorise the Customer to collect payment on claims thus assigned on behalf of C-Polymers but under the Customer's own name. At the request of C-Polymers the Customer shall advise

- C-Polymers of the name of his debtor and the value of the outstanding claim, and reveal to the debtor the fact that the claim has been assigned to C-Polymers.
- 6.5. In the event of third parties attempting to have conditionally sold goods seized, the Customer shall draw attention to the proprietary rights of C-Polymers, and inform C-Polymers without delay. The Customer shall be liable for costs and damages incurred in such cases. In the event of breach of contract by the Customer - default on payment in particular - C-Polymers is entitled to demand that the conditionally sold goods be returned at the Customer's expense or, where applicable, that the Customer assign to C-Polymers his own entitlement to demand the return of the goods from a third party. Neither the return of the goods to C-Polymers nor a seizure of the goods by C-Polymers shall imply withdrawal from contract. Furthermore, the right on the part of C-Polymers to claim damages shall remain unaffected by such actions.
- 7. Guarantee**
- 7.1. If the delivered goods are defective, lack guaranteed properties or, due to manufacturing or material defects, become faulty prior to the expiration of the guarantee period, C-Polymers shall either replace the goods in question or remedy the defects, i.e., whichever course of action C-Polymers considers to be the more expedient, and to the exclusion of any other claims which the customer may raise under the guarantee, particularly to the exclusion of any liability for consequential losses incurred by the Customer. Should C-Polymers decide to remedy rather than replace defective goods, repeated attempts to remedy the defects shall be permissible.
- 7.2. The guarantee period shall be 6 months, which shall commence from the time of delivery to the Customer.
- 7.3. The Customer shall be expected to examine the goods for possible defects immediately following delivery and to provide C-Polymers with an exact description of any defects or damage within 14 days of the delivery date, otherwise it will be assumed that the delivery has been accepted as flawless. Subsequently discovered defects, which could not reasonably have been detected within the first 14 days, shall be reported in writing to C-Polymers immediately upon discovery, in which case the report should include an exact description of the defect. Otherwise it will be assumed that the delivery has been accepted as flawless. Pending inspection by C-Polymers, faulty deliveries shall be kept in the state in which they were in at the time of the discovery of the fault. Goods giving cause for complaint shall only be returned subject to prior written permission from C-Polymers. Failure to comply with these conditions shall result in all claims concerning faulty or short delivery being ruled out.
- 7.4. Should C-Polymers fail to remedy or replace defective goods within a reasonable period of time the Customer is entitled to demand a price reduction or cancellation of the sale, whichever is preferable.
- 7.5. In cases where C-Polymers fabricates a product on the basis of formulations or other specifications provided by the Customer, C-Polymers shall be liable only for the true-to-specification fabrication of the product, but not for the suitability of that product for the applications intended by the Customer. Under no circumstances is there any obligation on the part of C-Polymers to check the accuracy of documentation made available by the Customer in such cases.
- 7.6. Particularly excluded from the guarantee shall be any defects that may result from arrangements and/or processing not supervised by C-Polymers, inadequate facilities provided by the Customer, the straining of materials beyond the permitted loading capacity as specified by C-Polymers, careless or incorrect handling, and the use of unsuitable machinery materials by the Customer. The same shall apply in the case of defects attributable to materials provided by the Customer. Similarly, no claim shall be made under the guarantee for damages attributable to the action of a third party, or the natural wear and tear of parts subject to wear. The guarantee shall cease to apply if items delivered by C-Polymers are modified or repaired by the Customer himself or by a contractor not expressly authorised by C-Polymers without the prior written approval of C-Polymers.
- 8. Liability**
- 8.1. Damage compensation claims against C-Polymers or any of its authorised agents shall not be recognised except in cases where willful damage or gross negligence can be proven.

- 8.2. C-Polymers will be under obligation to provide the Customer with information and advice concerning the use of its products within the limits of the provisions of Clause 8.1 above only in cases where special remuneration for such services has been agreed.
- 9. Lump-Sum Compensation on Withdrawal from Contract**
- 9.1. If the Customer withdraws from contract for reasons that are no fault of C-Polymers, the latter is entitled to claim a sum equivalent to 50% of the net value of the order as a lump-sum compensation. The same shall apply in the event of C-Polymers withdrawing from contract for reasons attributable to a fault on the part of the Customer.
- 10. Legal Venue, Applicable Law**
- 10.1. The legal venue for all disputes arising directly or indirectly from the contract shall be the competent court of law under the jurisdiction of Vienna. C-Polymers reserves the right also to pursue claims through the competent court local to the Customer's registered office.
- 10.2. Austrian law shall exclusively govern the Contract. It is hereby agreed that the United Nations convention on contracts concerning the international sale of goods shall not apply under any circumstances.
- 10.3. In the event of one or more of the provisions of these present Conditions of Purchase being or becoming inoperative or in the event of the text of this contract omitting any point which should be regulated, the contracting parties shall agree to insert suitable provisions to serve as far as possible the initial business purposes of the invalid or omitted points. The validity of the other provisions will remain unaffected.

Effective: August 2009