

General terms of payment and delivery (Issue April 2013)

I. Applicability

1. Our following terms of payment and delivery are only applicable to customers that are no end consumers.
2. Our terms of payment and delivery apply exclusively. Any conditions of customer contrary to or deviating from our terms of payment and delivery shall not be accepted unless Treffert has explicitly accepted them in writing. Our offers are without engagement unless expressly agreed otherwise.
3. Any additional agreements, alterations and deviations from these conditions shall be made out in writing.
4. Customer's claims arising from the contract relationship cannot be assigned without our consent; § 354 a HGB (German Commercial Code) shall remain unaffected here from.

II. Prices

1. The prices agreed are plus legal VAT applicable on the day of delivery.
2. Weights, number of pieces and quantities determined by us shall be relevant for invoicing unless objected by customer immediately, however, within two weeks upon receipt at the latest.
3. If during the term of contract, any changes to the price basis occur, e.g. due to price increases for raw materials or wage increases, we reserve corresponding adjustment of our prices for the still outstanding quantities. In case of contracts related to just one performance, a price increase shall only be relevant if more than four months lie between contract conclusion and the day of delivery. For orders where no prices have been agreed the prices valid on the day of delivery shall apply.

III. Application technology consulting

Any technical advice provided by us is formulated according to the best of our knowledge. All the statements and information on suitability and use of the goods delivered shall not release customer from his own tests and trials. This shall particularly apply if dilutions, hardeners or additional lacquers or other components, which were not purchased from us, are added.

IV. Scope of delivery, delivery time

1. Excess or shortfall deliveries shall be permissible if the deviation from quantity and weight does not exceed the customary scope of +/- 10 %.
2. Partial deliveries which are acceptable to customer shall be permissible, each delivery is considered as independent business. Customer shall be responsible for furnishing proof if any unreasonableness exists.
3. Considerable unforeseeable disruptions of operation not caused by us, delivery delays or non-delivery by our suppliers as well as disruptions of operation by shortage of raw materials, power or labour, strikes, lockouts or other difficulties to obtain transport, disruptions of traffic, government actions and cases of force majeure occurring at our company or at our suppliers will extend the delivery time by the period of impairment if the supply capability of the goods is of importance. Beginning and end of such obstacles shall be notified to customer immediately. If the delivery is thereby delayed by more than one month, both parties shall be entitled to rescind the contract concerning the volumes affected by the delivery delay excluding any claims to damages. Customer's statutory right to rescind shall remain unaffected by the circumstances we are responsible for in the event of a delivery disruption.
4. Customer shall collect the goods from the place of fulfilment on the delivery date agreed or, if no delivery date was firmly agreed, immediately upon notification of provision. If customer is delayed when collecting the goods, we shall have the right to choose whether to ship or to store the goods at customer's expense. In such a case we shall not be liable for accidental destruction, loss or damage of the goods. In case of storage of the goods, we shall be entitled to invoice the goods upon expiry of one week.
5. If, in derogation of IV.4, it has been agreed that we are obliged to send the goods, transport and choice of the means of transport and way of transport shall be carried out at our own discretion while we are anxious to take our customer's possible wishes into account. The risk shall transfer at the moment when the goods are handed over to the carrier by us.
6. Delivery times begin with the day of order acknowledgement, however not before clarification of all execution details. Delivery times refer to the time of notification that the goods are ready for collection, in case of shipment when being handed over to the freight carrier.

V. Payment

1. The invoice amount shall be payable on the due date without any deduction. Payment is only deemed to be on time if we can dispose of the money and it is credited to the account given on the due date. Cash discounts and discounts shall only be granted on special agreement. The terms of payment agreed shall be effective on the date of invoice.
2. If payment is delayed, an interest rate of eight per cent above the relevant base interest rate shall be paid. We shall have the liberty to prove any further delay compensation.
3. Any retention of payments or the offsetting with counterclaims of customer shall only be permitted on our acceptance or if we have been issued with a final sentence to do so.
4. In case of non-payment of due invoices or any other circumstances which may involve essential deterioration in purchaser's financial situation upon contract conclusion, we shall have the right to make our receivables payable immediately if they are based on the same legal relationship.

VI. Retention of title

1. The goods delivered shall remain our property (reserved goods) until fulfilment of all claims arising from the business relationship. Retention of title shall also remain if individual claims have been taken up in current invoices and the balance has been drawn and accepted.
2. Customer shall perform processing or mixing for us, without creating a liability for us. In the event of processing or mixing with other items not owned by us, the customer shall already at this time transfer the item, for the purpose of securing our claims, to co-ownership in the new item in proportion to the value of the reserved goods with respect to the other processed items on condition that customer preserves the new item for us.
3. Customer shall be authorised to dispose of the products in the ordinary course of business as long as he meets his obligations from the business relationship with us in due time.
Customer shall already at this time assign to us claims from the sale of goods, in which we are entitled to property rights, to the extent that our ownership in the sold goods is secured. If the customer combines or mixes the supplied goods, against payment, with a main item of a third party, he will already at this time assign to us as security his remuneration claims against said third party in the amount of the invoice value of the supplied goods. We shall accept these assignments.
4. On our request, customer shall give us all necessary information on the status of the goods owned by us and on the assigned claims and shall inform his purchasers on said assignment.
5. Customer shall be obliged to preserve the reserved goods with due care and to insure them against loss and damage at his own expense. He hereby assigns to us in advance his claims from insurance contracts. We shall accept said assignment.
6. If the value of the securities exceeds our claims by more than 20 %, we shall, upon customer's request, release securities at our own option.
7. Customer's right to dispose of the products, subject to our ownership, as well as to collect the claims assigned to us shall expire as soon as he discontinues payment and/or experiences financial collapse. Should any of these conditions occur, we shall have the right, subject to the exclusion of the retention right without setting an extended deadline or effecting withdrawal, to demand the immediate, temporary surrender of the entire goods subject to our retention of title.
8. Insofar as retention of title is invalid under the law of the country in which the supplied goods are located, customer shall provide an equivalent security on our request. Should he fail to meet our request, we may, irrespective of any payment terms agreed, demand immediate payment of any unsettled claims.

VII. Claims for defects

1. Immediately upon receipt, customer shall examine the goods for defects. Apparent defects shall be reported immediately upon receipt; hidden defects shall be reported, at the latest, within two weeks after their discovery. Defects must be reported in writing and the type and extent of the defect must be described in detail.
2. In the case of properly filed and substantiated notices of defect, we shall be entitled to choose to either remedy the defect or to deliver replacement. If we decide to remedy the defect, we shall bear all expenses required for this purpose provided that such expenses will not be increased by the fact that the purchased item was moved to a location other than the place of fulfilment. If we are not willing or not able to remedy the defects and/or deliver replacement or a delay is caused exceeding appropriate deadlines for reasons which we are responsible for or if a

remedial action and/or replacement delivery fails, customer shall be entitled to choose either cancellation of the contract or a corresponding reduction of the purchase price.

3. All the claims arising from defects shall lapse twelve months after customer receives the goods if the supplied goods were not used in accordance with the common instructions for building work and thus caused the defect.
4. In the event of recourse by the contractor (§ 478 BGB (German Civil Code)) we shall be entitled to reject any recourse by customer except for claims of new delivery of the goods and reimbursement for expenses if we grant customer equal compensation for the exclusion of his rights. Compensation claims of customer shall be excluded without the necessity of granting compensation.
5. In the event of non-compliance with our processing instructions, or if modifications are made to the products, or other consumables are used which do not correspond to the original specifications, all warranties shall become void.

VIII. Other liabilities

1. Unless otherwise agreed, all further claims for compensation of customer against us and our employees, co-workers, representatives and vicarious agents shall be excluded, in particular a claim for damages not caused to the secured goods themselves. The limitations and exclusions of liability contained in these terms of delivery and payment shall not apply if in cases of intent, gross negligence, injury to life, body and health, or as a consequence of an accepted quality or service life guarantee or in accordance with the regulations of the Product Liability Act, a liability on our part is mandatory. The same shall apply in case of a breach of duty on our behalf where the purpose of the contract is threatened and liability is however limited to compensation of typical, foreseeable damages.

IX. Place of jurisdiction

Place of fulfilment shall be our location Alzenau.

Alzenau shall be agreed as place of jurisdiction.

X. Other provisions

1. Contract relationships with our customers shall be exclusively subject to the law of the Federal Republic of Germany on exclusion of the regulations of international private right. Applicability of the United Nations Sales Convention of April 11, 1980 regarding contracts relating to the international purchasing of goods (CISG-"Vienna Sales Convention") shall be excluded.
2. Customer's data will be stored and processed by us to the extent that this is required for proper handling of the contractual relationships.