

General Terms and Conditions of Sale, Delivery and Payment

1. Preface

For the duration of the business relationship, our terms of delivery and payment are valid for all orders. The involving of foreign business relationship is herewith explicitly contradicted. Deviating oppositions to the said conditions of the customer are only valid if they were expressly accepted by us in writing. If other terms and conditions than ours should become part of the contract and would leave us, in an essential rule, in a less favorable position than the following conditions, so we are entitled to withdraw within a reasonable period of time.

2. Orders

Orders are accepted by us only after a written confirmation or an issuing of an invoice. In each case, the applicable conditions and price lists (plus VAT, freight and packing costs) at the time the contract is entered into shall prevail subject to price increases becoming necessary due to a price increase of essential preliminary products at the time of delivery. Prices only apply as fixed prices, if they are stated by us in the order confirmation for a maximum duration of 4 months.

3. Terms of delivery

The delivery times mentioned in the order confirmation are regarded as approximate and shall not be binding upon us. Partial deliveries are permitted. All deliveries, also partial deliveries, travel at the risk of the customer. Events of force majeure, strikes, lack of raw material, operating faults, war and other circumstances which are not our responsibility, justify us, to suspend wholly or partially the performance of existing orders without giving the buyer the right to claim for damages. When preparing/placing the goods at the disposal, the risk of accidental loss destruction or deterioration is transferred. Terms of delivery upon demand.

4. Terms of payment

The prices are valid ex works, excluding value added tax and packaging. The prices indicated in the order confirmation shall be binding for both parties within the delivery of 4 months. At a delivery after expiration of the deadline, the prices being valid at the day of delivery, shall be applicable. Our invoices are due for payment within 30 days after date of invoicing, net, in full without loss. Deviating terms of payment shall require our special agreement. Payments must be made in Euro or the equivalent amount in the contract currency. If the customer is in delay to us with some payment obligations, so all existing obligations become due with immediate effect. Should the payment deadline be exceeded, default interest can be charged according to bank practices, but at least 8% above the base interest rate. The setting off with counterclaims or the withholding of due invoiced amounts is only permissible for undisputed, acknowledged or legally binding claims. We are entitled to surrender the claims from our business relationships. All payments are exclusively to be made, in discharge of the sum owed, to the VR FACTOREM GmbH, Ludwig-Erhard-Straße 30-34, 65760 Eschborn. We have assigned the reservation of ownership to the VR FACTOREM GmbH.

5. Reservation of proprietary rights

We reserve the title to the goods until full payment is made. In case the delivered goods are further processed or sold and burdened, the reservation of the ownership continues in such a way that every claim of the orderer/purchaser against a third party devolves upon us or is assigned to us as soon as it arises. If the orderer/purchaser connects the goods delivered under reservation of proprietary rights with another object in such a way that both of them become essential features of a uniform object, so we acquire joint ownership of the new object in relation to the value (invoice price). The purchase-money claim arising from the resale of the connected thing is subject, in its amount, to the value (invoice price) of our joint ownership share to secure our claims, as well as assignment in advance. We and the VR FACTOREM GmbH are entitled to assert our rights arising from the reservation of proprietary rights, especially the return of the goods supplied with reservation of title, without a previous repudiation of the particular purchase contract. The orderer/purchaser is obligated to immediately inform us of any agreements with third parties which may conflict with the transmission of the claim. In case of a resale of the goods delivered under reservation of proprietary rights, he is prohibited to agree with the secondary purchaser, that the purchase price claim which has accrued to him through resale, is unassignable or may be assigned only by agreement of the secondary purchaser. In case of a seizure, the orderer/purchaser is obliged to notify us immediately. All the costs incurred while recovering possession of the goods due to the reserved property, shall be borne by the orderer/purchaser. If we make use of our claim to the surrender, we are entitled, regardless of the payment commitments of the orderer/purchaser, to offer the recovered property incl. accessories, by private sale in the open market to achieve the optimum.

6. Complaints

Our warranty shall only be liable if obvious faults are immediately reported, at the latest 8 days after receipt of goods, in writing with sufficient offer of proof. For non-obvious faults, our warranty is applicable if the fault was reported within a period of 6 months following acceptance. We shall only be liable for defects in that way that we repair or replace all those items free of charge which occurred due to faulty workmanship or design. Excluded from any warranty are defects and damages originating from normal wear and tear caused by operation, improper use, negligence in the care and non-compliance of the instructions for use. Our warranty shall expire, if the goods delivered are modified by others.

7. Return shipments

Return shipments against credit note or exchange of non-defective goods shall be subject to our prior agreement. We only take back goods in their original packaging up to 6 months after date of invoice (does not apply to custom-made products). For return shipments/exchange of goods within one month after date of invoice, we can charge a handling fee of 10 %, after three months a handling fee of 20 %. At justified return shipments, we ask for a notification by phone so that we can charge our returns service being free of charge for you. This does not apply to wrong orders from your side, in this case the postage fees will be charged to your customer account.

8. Place of performance and court of jurisdiction

Place of performance is always our place of business, court of jurisdiction is, at our option, Mühlhausen or Frankfurt/Main. We are entitled to also make use of the general place of jurisdiction, in accordance with our choice. Every legal relationship is subject to the German civil and commercial law, excluding the provisions of the UN Sales Convention (CISG).

9. Effectiveness of the provisions

In the event that individual provisions of these terms and conditions are invalid, this does not affect the validity of the other terms. Instead of the ineffective provisions or to complete an insufficient provision, an appropriate provision shall take place which would have been made by the parties, if they had considered the matter when concluding the contract.

10. Data storage

The customer's data that are required for the order, are electronically stored and processed by us. We affirm that personal data are treated as strictly confidential and will not be disclosed to third parties.

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Wagner Polymertechnik GmbH

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