

General Terms and Conditions of Sale,
Delivery and Payment

Valid as from 01.06.2005

The following terms and conditions govern all sales exclusively; any differing general terms of business of the Buyer shall not be acknowledged unless the Seller has confirmed them in writing in the form of amendments and supplements for each single transaction. The following terms and conditions shall also apply if the Seller has unreservedly provided services in full awareness of the differing or conflicting terms and conditions of the Buyer. The present terms of business shall also apply for all future transactions with the Contract Partner.

1. All offers shall be subject to change in terms of price, volume and delivery deadline. All orders and business transactions shall only be deemed accepted if we have confirmed them in writing.

Suggestions made for the processing and use of our products shall be non-binding. Each processor of our products shall, itself, be liable for compliance with all statutory regulations, including those applicable to patent law.

2. For business transactions, inspection and acceptance shall take place inside the agreed deadline for acceptance. Should the Buyer fail to accept the purchased goods within the set deadline, the Seller shall be entitled, once a three-week period of grace accorded by the Seller has lapsed, to cancel the contract or call for compensation for damages in place of performance. If it becomes evident from default in payment or other such

circumstance that the creditworthiness of the Buyer has deteriorated or that, without our knowledge, the Buyer was already in default at the time of contracting the purchase agreement, we shall be entitled to call for acceptance of the goods or the rest of the consignment in return for advanced payment or to cancel the contract, irrespective of the rights derived from Sections 326, 325 (1) sentence 2 BGB [German Civil Code].

The Seller shall retain the right to raise the purchase price accordingly if monetary values alter as compared to the time when the contract was concluded or if the prices of raw materials, manufacturing and costs of marketing rise, as a result of increased customs duties or other measures taken by the authorities or trade associations. The Buyer shall be notified of the increase in prices. The Buyer shall be able to choose between acknowledging the price increase inside a period of 10 days after disclosure and cancelling the contract unless this has already been carried out.

The weight we determine shall prevail.

3. The risk shall pass to the Buyer at the latest upon delivery to the forwarder or other transport person. This shall also apply for delivery instalments and in the event that the Seller bears costs of dispatch.

4. For deliveries in hired barrels and hired containers we charge as follows:

	Barrels	Containers
1st month	Free	Free
2 nd month	4.20 EUR	8.20 EUR
As from 3 rd month	6.20 EUR	10.40 EUR

Per barrel, container and month.

The barrels on loan shall be treated with care and returned immediately to our address after emptying, carriage free and in a good condition for filling.

Should the barrels and containers still have not been returned 4 (four) months after delivery, we shall be entitled to bill for them at the reinstatement price. It shall not be permitted to use the barrels on the premises of the Buyer or third parties.

5. Objections to invoices and order confirmations shall be sent inside 3 (three) days after receipt of the goods; notification of any identified deficiencies shall be immediate. However, these shall not provide any release from the obligation to render payment. In the case of justified complaints about deficiencies, we shall be entitled to choose between providing a remedy free of charge or providing a replacement for the deficient item. The remedy or the replacement shall be ultimately deemed as failed after three attempts. When remedial attempts are repeatedly unsuccessful, the customer shall only be able to cancel the contract if this is what any reasonable customer would do.

6. All claims of the Buyer relating to deficiencies shall become statute-barred in one year commencing with the delivery of the purchased item. Any further claims of the Buyer irrespective of their legal grounds shall be ruled out. We shall not be liable for damages that have not occurred on the delivered item itself. In particular, we shall not be liable for profit losses or other financial damages suffered by the Buyer. The aforementioned disclaimer of liability shall not apply if the damages are attributable to wilful intent or gross negligence or in the case of slight negligence, if major contractual duties have been breached. The disclaimer shall also not apply if the Buyer asserts claims for damages derived from maliciously concealed deficiencies or on the grounds of a product quality guarantee. If we have been negligent and breached a major contractual duty, our obligation to compensate for material damages or personal injury shall be restricted to the amount covered by our product liability insurance. We are willing to allow the Buyer to inspect our liability insurance policy. Claims governed by Sections 1, 4 Product Liability Act shall not be affected hereby.
7. The delivered goods shall remain the property of the Seller as long as the payments due from the business relations, particularly any outstanding balance due from the Buyer, remain unpaid and until any cheques/bills submitted in payment have been fully honoured. Third-party attachments shall be notified immediately to the Seller. The Buyer shall only be able to offset with a counterclaim if said claim is undisputed or has been determined

as legally binding. The Buyer shall not be able to refuse performance on the basis of other contractual relations with us.

The Buyer shall not be entitled to pledge the purchased item or to assign it as collateral. The Buyer shall only be entitled to resell the item in the course of regular business practice. The Buyer's claims to payment from a possible resale of our goods - that shall not be priced lower than the purchase price - shall now be assigned to us as security, irrespective of whether the goods are sold to one or several customers.

The processing or reworking of the purchased item by the Buyer shall always be carried out on our behalf. If the purchased item is processed together with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the item in relation to the other processed items at the time of processing. Likewise for any resale of the processed item, the claims to payment of the Buyer from the resale shall now be assigned to us as security. The Buyer shall have the revocable authorization to collect payments due from the resale. At our request, the Buyer shall notify us in written form of the debtor of the assigned claims and notify the debtor of said assignment. Any taking back of the goods shall be subject to the deduction of freight disbursements and the costs of reworking the item.

8. Operational disruptions and any circumstance that may be deemed to be force majeure or an incapacity for which nobody is at fault - whether with us or our suppliers - shall release

us from fulfilling the delivery contract. We shall, however, be at liberty to extend the delivery deadline accordingly or to supply replacement goods of the same value.

9. The place of performance for delivery and payment shall be Sinsheim. Place of jurisdiction for both Parties shall be Sinsheim.
10. Payment shall be net and rendered within 30 (thirty) days as from the invoice date. If payment is made inside 8 (eight) days as from the date of the invoice, we shall grant a 2% discount. Cheques and, if previously agreed upon, drafts and bills of exchange shall only be deemed as payment after they have been honoured. The acceptance of bills of exchange shall take place without any obligation to timely presentation and protest. In the event legal action is taken or if the financial position of the Buyer or its customers deteriorates, all outstanding invoices, including those amounts for which bills of exchange have been issued, shall become due for immediate payment.
11. Members of the Sales Force shall only be entitled to collect monies if they have been authorized in writing to do so.
12. All previous terms and conditions governing sales, deliveries and payment shall be replaced by the present General Terms and Conditions of Sale, Delivery and Payment.

Commitments, ancillary arrangements and other agreements shall require the written form to be valid.