

GENERAL CONDITIONS OF SALE

§ 1 GENERAL

1. All supplies, services and offers of DOMO Caproleuna GmbH shall occur exclusively on the basis of these General Conditions of Sale. Within permanent business relationships, these Conditions shall also apply to future transactions in which they are not specifically referred to. By entering into the business relationship, the customer acknowledges these Conditions for the duration of the business relationship with DOMO Caproleuna GmbH
2. The general terms and conditions of the customer (if any) are hereby rejected. Such terms and conditions shall not become a part of the contract, irrespective of whether or not a counterconfirmation by the customer (if any) is once again expressly objected to in the individual case.
3. The offers of DOMO Caproleuna GmbH shall be non-binding and are therefore revocable at any time. The customer shall be bound by an offer made to DOMO Caproleuna GmbH until the written confirmation by DOMO Caproleuna GmbH, but at least for one month after receipt of the offer by DOMO Caproleuna GmbH
4. A contract, as well as supplements, modifications or ancillary agreements, shall be deemed entered into only upon (and with the content of) the written order confirmation by DOMO Caproleuna GmbH. Except as confirmed in writing by DOMO Caproleuna GmbH in the individual case, declarations by sales employees, representatives, agents or other persons shall not bind DOMO Caproleuna GmbH. This shall apply, in particular, for any supplements or modifications after the order has been confirmed.

§ 2 PRICES

1. Except as otherwise agreed in writing, all prices are net prices without discount, commission or rebate for delivery ex factory or ex central warehouse, exclusive of freight, customs and import duties, including normal packaging. Value Added Tax as applicable at the date of the invoice will be charged additionally.
2. DOMO Caproleuna GmbH reserves the right to adapt the agreed-on prices if the cost factors (wages, costs of raw materials or other materials and costs of operations) applicable at the date of confirmation of the order and the market conditions change between the confirmation of the order and the delivery. If the customer objects to such price adaptation, he shall have the right to commission, at his own cost, an expert to be designated by the Chamber of Industry and Commerce at the place of performance to render an opinion on the legitimacy of the price adaptation. This shall not affect the initial obligation to pay the adapted price. DOMO Caproleuna GmbH will, however, recognise the result of such opinion as binding and refund overpayments (if any) to the customer.

§ 3 DELIVERY

1. Except as agreed in writing in the individual case, delivery dates confirmed by DOMO Caproleuna GmbH shall not be considered fixed dates.
2. DOMO Caproleuna GmbH shall be permitted to carry out reasonable partial deliveries. The price shall remain unaffected thereby. Each partial delivery shall constitute a separate transaction.
3. Deviations of up to 10 % from the quantities ordered shall be permitted if reasonable in the individual case.
4. If DOMO Caproleuna GmbH, through no fault of its own, is unable to fulfil its obligations as a consequence of unforeseen events concerning DOMO Caproleuna GmbH itself or one of its suppliers (such as war, unrest, forces of nature, also strikes and lock-outs, operational disturbances of any kind, machinery disturbances, traffic disturbances and other circumstances constituting force majeure), DOMO Caproleuna GmbH shall have the right to demand a modification and adaptation of agreed-on delivery dates or to cancel the contract as a whole or in part; at least, however, the delivery period shall be deemed extended by the duration of the disturbance and a reasonable start-up time. In such a case, DOMO Caproleuna GmbH will promptly communicate to its customers the new delivery date as well as the decision to cancel the contract as a whole or in part. The customers shall have no claims for damages vis-à-vis DOMO Caproleuna GmbH as a whole.
5. If a delivery date has been agreed on in a binding manner but is not met because of DOMO Caproleuna GmbH's own fault, the customer shall, upon the expiration of a reasonable remedy period, have the right to either rescind the contract or demand a default compensation of 0.5 % for each full week of default if it has set a remedy period and pointed out in writing that acceptance of the shipment will be refused. The default compensation shall be limited to 5 % of the invoice value of that part of the shipment, which has not been delivered as agreed upon. All further claims for damages of the customer because of the non-performance or default shall be excluded except to the extent that they are based on a grossly negligent breach of contract on the part of DOMO Caproleuna GmbH.
6. If the customer is in default of acceptance, DOMO Caproleuna GmbH shall have the right to freely sell the merchandise. The customer shall compensate DOMO Caproleuna GmbH for any damage resulting therefrom.

§ 4 SHIPPING AND RISK

1. All risks shall transfer to the customer as soon as the shipment has been handed over to the transport personnel or has left DOMO Caproleuna GmbH's warehouse to be shipped. If shipping becomes impossible through no fault of DOMO Caproleuna GmbH, the risks shall already transfer to the customer upon the notification that the merchandise is ready for shipment.
2. Transport risks will be insured only upon an express written request by the customer and at the customer's expense; such insurance shall not give rise to any liability whatsoever on the part of DOMO Caproleuna GmbH
3. If the transport faces obstacles or delays, DOMO Caproleuna GmbH shall have the right (but shall be under no obligation) to take any and all defensive and remedial measures that may seem necessary to protect the merchandise for the account and at the expense of the customer; such measures shall not give rise to any liability whatsoever on the part of DOMO Caproleuna GmbH.
4. Except as otherwise agreed in writing, DOMO Caproleuna GmbH shall choose the route of shipment, type of shipment and packaging (barrels, canisters, drums, big bags, tank containers, octainers, bottles, boxes, pallets) as well as means of transportation (railway tank wagons and tanker trucks) in its sole discretion.
5. Packaging materials lent by DOMO Caproleuna GmbH shall be returned to DOMO Caproleuna GmbH completely empty and with the original marks within the agreed lending period. The costs resulting therefrom shall be borne by the customer. If the free lending period is exceeded, the agreed lending fees will be charged to the customer irrespective of any further damage caused by the default and shall be payable along with the invoice. It is the customer's responsibility vis-à-vis DOMO Caproleuna GmbH that the packaging materials lent by DOMO Caproleuna GmbH are appropriately cleaned in light of the type of merchandise. Railway tank wagons must be emptied completely and cleaned. Materials damaged while in the custody of the customer shall be repaired at the customer's expense.
6. DOMO Caproleuna GmbH undertakes to take back, upon the end user's demand, packaging subject to the Packaging Regulation "VerpackVO" of June 12, 1991 (Federal Gazette I, 1243) or to name companies to handle the recycling. One-way packaging materials shall be disposed of or recycled by the customer at its own expense.

§ 5 WARRANTIES

1. The customer shall examine the merchandise promptly (but in any event not later than one week after receipt) and shall promptly notify defects (if any) to DOMO Caproleuna GmbH. If the customer fails to comply with these obligations, the merchandise shall be deemed approved.
2. If a defect which could not have been discovered even in a diligent examination shows up later, such defect, too, must be promptly notified in writing.
3. If the merchandise has been formally accepted, defects that could have been discovered at the time of such formal acceptance can no longer be invoked.
4. If a defect exists and has been promptly notified, DOMO Caproleuna GmbH shall, in its discretion, repair the defect or supply new merchandise. If the repair fails even though an appropriate remedy period has been set, the customer shall be entitled, at his choice, to demand a reduction of the price or a rescission of the contract.
5. Any and all further claims of the customer – on whatever legal basis – shall be excluded.
6. If new merchandise is supplied, the customer shall, at DOMO Caproleuna GmbH's demand, send the original shipment back at DOMO Caproleuna GmbH's expense.
7. Except as otherwise agreed in writing, warranty rights of the customer vis-à-vis DOMO Caproleuna GmbH shall be time-barred six months after the merchandise has been received.
8. The preceding provisions shall also apply in the event that merchandise other than the merchandise ordered has been delivered.
9. If the merchandise is improperly handled or if the customer attempts repairs without prior consultation with DOMO Caproleuna GmbH, the customer shall lose any and all warranty rights.
10. Descriptions (drawings, designs, measurements, weights and other information on the merchandise to be supplied) shall be binding only if this is expressly stated in the written order confirmation. Except as

otherwise agreed in writing, specimens shall be deemed to be approximate descriptions of quality only, slight and reasonable deviations being permitted.

11. DOMO Caproleuna GmbH does not warrant that the merchandise delivered is suitable for the purpose intended by the customer.

§ 6 RETENTION OF TITLE

1. Unless and until all accounts receivable (including future accounts receivable and the balance in a current account relationship) are fully paid, the merchandise delivered shall remain the exclusive property of DOMO Caproleuna GmbH. Any treatment or processing of the merchandise shall be deemed to occur for DOMO Caproleuna GmbH as manufacturer within the meaning of Section 950 of the Civil Code, which, however, shall not give rise to any obligations of DOMO Caproleuna GmbH. Any merchandise treated shall be deemed subject to the retention of title. If the merchandise subject to the retention of title is processed, combined or mixed with other merchandise, DOMO Caproleuna GmbH shall acquire co-ownership in the new product in the proportion of the invoice value of the original merchandise versus the value of the new product. In so far, the new product shall be deemed subject to a retention of title and shall secure the claims of DOMO Caproleuna GmbH.
2. The customer shall have the right to sell and process the merchandise that is subject to the retention of title in the ordinary course of business as long as it is not in default. All accounts receivable of the customer from such sale or processing of the merchandise supplied are hereby assigned in advance, along with all ancillary rights, to DOMO Caproleuna GmbH. If the merchandise that is subject to a retention of title is sold or processed together with other merchandise that is not owned by DOMO Caproleuna GmbH, the accounts receivable shall be deemed assigned.
3. The customer is authorised to collect the accounts receivable from the sale or processing despite the assignment to DOMO Caproleuna GmbH. Such authorisation shall not affect DOMO Caproleuna GmbH's own right to collect such accounts receivable. If the customer fails to duly comply with its payment obligations, DOMO Caproleuna GmbH shall have the right to demand payment of the accounts receivable assigned. The customer shall thereupon refrain from collecting the accounts receivable assigned if so instructed by DOMO Caproleuna GmbH. Upon DOMO Caproleuna GmbH's demand, the customer shall notify the assignment to the third party and give all information and submit all documents necessary to exercise the rights.
4. The retention of title by DOMO Caproleuna GmbH shall be conditional such that title to the merchandise supplied and to the accounts receivable assigned to DOMO Caproleuna GmbH shall transfer to the customer upon the payment in full of all accounts receivable. DOMO Caproleuna GmbH undertakes to release collateral, to be chosen by DOMO Caproleuna GmbH itself, to the extent that its value durably exceeds the accounts receivable by more than 20 %
5. The customer shall not be permitted to pledge or transfer as collateral the merchandise that is subject to a retention of title.
6. Any conduct of the customer in violation of the contract, in particular default, shall give DOMO Caproleuna GmbH the right to repossess the merchandise that is subject to the retention of title and sell it freely. The consideration for such repossession shall be the proceeds obtained by DOMO Caproleuna GmbH in the sale or auction of the merchandise but shall not exceed the purchase price agreed between DOMO Caproleuna GmbH and the customer. DOMO Caproleuna GmbH specifically reserves any further claims for damages, in particular loss of profits. If DOMO Caproleuna GmbH repossesses or obtains an attachment of merchandise subject to a retention of title, this shall not constitute a rescission of the contract.

§ 7 PAYMENTS

1. The amounts shown on the invoice shall be due and payable without deduction as soon as the invoice has been received. Credits for bills of exchange and checks shall be conditional upon the receipt of the respective sum, minus expenses, with value as of the date on which DOMO Caproleuna GmbH can freely dispose of the equivalent amount. Payments by Bill of Exchange will be accepted only upon prior agreement; expenses, taxes, costs and commissions shall be borne by the customer. Any acceptance of payments by check or Bill of Exchange shall not constitute a change of the place of payment. In the event of a late payment, DOMO Caproleuna GmbH will charge default interest of 5 % p.a. over and above the Discount Rate of the Deutsche Bundesbank (as applicable from time to time) but at least 8 % p.a. DOMO Caproleuna GmbH reserves the right to claim higher damages caused by the default.
2. All payments shall be made exclusively to DOMO Caproleuna GmbH. Except as otherwise agreed, payments shall be made in Euro.
3. If the customer either fails to meet a payment date or ceases to make payments in general as well as in the event of judicial or extrajudicial composition proceedings or bankruptcy proceedings with respect to the customer, the claims of DOMO Caproleuna GmbH shall be due and payable in full immediately. The same shall apply if the circumstances become known to DOMO Caproleuna GmbH that cast serious doubt on the customer's creditworthiness. In such cases, DOMO Caproleuna GmbH shall also have the right to demand advance payments for outstanding shipments of merchandise and to rescind the contract or demand damages for non-performance, each after an appropriate remedy period has been set. In addition, DOMO Caproleuna GmbH shall have the right to prohibit the customer from selling the merchandise and to repossess unpaid merchandise at the customer's expense.
4. The customer shall not be entitled to set off claims of its own against DOMO Caproleuna GmbH and shall not have a right of retention except if the customer's claims are not in dispute or have been judicially confirmed with no possibility of appeal.
5. Notwithstanding the agreed terms for payment, especially the agreed payment targets, DOMO Caproleuna GmbH may require advance payments or securities for the claims in the event that after the conclusion of the agreement the financial circumstances of the customer deteriorate considerably or justified doubts exist concerning the customer's ability to pay or the will to pay or in the event that the financial circumstances of the customer worsen according to an information at the bank or the credit insurer of DOMO Caproleuna GmbH or in case that the credit insurer adjusts his terms and conditions due to the financial circumstances of the customer. Should the customer refuse to pay in advance or to offer security DOMO Caproleuna GmbH shall be entitled to withdraw from the agreement, to suspend further deliveries and to claim compensation for the expenditures so far. Furthermore, DOMO Caproleuna GmbH shall be entitled to revoke the agreed payment target also for goods already delivered provided that the circumstances as described in the first sentence of this paragraph are given.

§ 8 GENERAL LIMITATION OF LIABILITY

Any and all claims for damages for impossibility to perform, breach of contract, breach of pre-contractual obligations or tort, vis-à-vis DOMO Caproleuna GmbH as well as its agents or auxiliaries, shall be excluded except to the extent that damages have been caused through wilful or grossly negligent conduct.

§ 9 PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

1. These General Conditions of Sale as well as all legal relations between DOMO Caproleuna GmbH and its customers shall exclusively be governed by the laws of the Federal Republic of Germany.
2. The place of performance as between the contracting parties shall always be the site of the factory, i.e., 06234 Leuna.
3. The place of jurisdiction shall be the Lower Court (Amtsgericht) for Halle an der Saale. DOMO Caproleuna GmbH shall have the right, however, to bring suit against the customer at the customer's seat instead. This shall also apply to documentary, bill of exchange and check proceedings.
4. Clauses customarily used in commerce shall be interpreted in accordance with the agreed INCOTERMS.

SUPPLEMENTARY PROVISIONS FOR SALES ABROAD

If the merchandise is exported, the preceding General Conditions of Sale shall apply subject to the following modifications and supplements:

1. If a retention of title is not valid under the laws of the territory in which the merchandise is located, DOMO Caproleuna GmbH shall have the security and collateral rights permissible under such laws.
2. The customer undertakes to point out to DOMO Caproleuna GmbH the measures DOMO Caproleuna GmbH must take to safeguard its rights. In addition, the customer shall co-operate in taking such measures to safeguard DOMO Caproleuna GmbH's rights.