

## General Terms and Conditions of SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH

### § 1 Preface - Scope of Application

1. The subsequent General Terms and Conditions shall apply to all present and future business relations between SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH and entrepreneurs. For the purposes of these General Terms & Conditions, entrepreneurs shall mean any natural or legal person or any legal partnership performing its commercial or independent professional activities at the time of concluding a legal transaction. For the purposes of these General Terms & Conditions "customer" shall refer to the consumer as well as to the entrepreneurs.

2. Any deviating, contradictory or supplementary terms and conditions, even if known to us, shall not become a component part of these General Terms and Conditions, unless their applicability has been expressly agreed to in writing. No other contracts shall apply, even though they might contain individual regulations that are not included in our General Terms and Conditions. In this regard, neither our silence nor the acceptance of any performance or counter-performance shall be deemed as recognition of any contradictory terms and conditions. In case of contradiction between our General Terms and Conditions and those of our customers, our General Terms and Conditions shall apply exclusively, even though the customer is of the opinion that his terms and conditions should apply exclusively.

### § 2 Conclusion of Contract

#### I. Sale

1. The quotations of SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH are subject to change. Within the scope of what is reasonable, we reserve the right to carry out any technical modification as well as modifications with regard to the chemical composition, provided the nature of the contractual relation is not affected thereby.

2. By ordering the goods the customer declares in a binding manner his intention to acquire the ordered goods. SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH is entitled to accept the order at the basis of the contractual offer within two weeks after its receipt. The acceptance may be declared either in writing or by delivery of the goods to the customer.

3. The contract is concluded with the reservation of correct and timely delivery to SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH by its suppliers. The above provision only applies in the event that SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH is not responsible for non-delivery, in particular in the event of the conclusion of a congruent covering transaction with our supplier i.e. with regard to products that we have to buy ourselves and to resell without any modifications. The customer will be informed immediately about the non-availability of the performance and the respective money consideration will be refunded without delay.

4. Information regarding expected times of delivery is not binding, unless in exceptional cases where a delivery date has expressly been confirmed.

5. In order to ensure the transparency of the contractual relation, the parties to the contract agree to make or confirm in writing any essential declaration in connection with the contract.

#### II. Works and Services

In the execution of works and services SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH may deviate from details of the agreed performances to an extent that does not affect the nature of the contractual agreement, provided the deviation meets the generally recognized rules of technology. Apart from that, SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH may deviate from the performance, provided it is suitable for the customary use and its nature is such as is normal for works of the same type and that the customer can expect with regard to works of the same type.

#### III. Disposal

The disposal of objects handed over to SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH shall be compensated.

### § 3 Retention of Title

1. With regards to contracts concluded with entrepreneurs, SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH reserves the right to retain the title for the concerned good until any claim of SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH resulting from the business relation has been settled by the entrepreneur, including claims arising in the future and from contracts concluded simultaneously or after-

wards. The same shall apply if any specific individual claim or all claims of SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH have been included in a current account and the balance has been struck and accepted.

2. The customer is obliged to treat the goods carefully. Any required storage or inspection activities shall be performed by the customer at a regular basis and at his own costs.

3. The customer is obliged to report immediately to SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH any access of third parties to the goods - e.g. in the event of seizure - as well as any damages to or the destruction of the goods. The customer has to inform us immediately about any change in ownership of the goods as well as his own change of place of business.

4. A conduct contrary to the contract on the part of the customer - particularly in case of default of payment or a breach of his obligations under number 2) and 3) hereto - entitles SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH to cancel the contract and to demand the return of the goods. Any performance of the customer will be refunded, deducting the necessary expenses incurred by SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH, and unrestricted right of access to our property shall be granted to us, until payment has been settled in full.

5. The customer shall only be entitled to resell the goods supplied under reservation of title (hereinafter "Reserved Goods") in the ordinary course of business if he hereby assigns in advance to SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH all accounts receivable arising from such resale towards the respective purchaser or third party. In the event Reserved Goods are resold in unprocessed form or after having been processed or combined with other goods under exclusive ownership of the customer, the customer assigns in advance to SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH the complete amount of all accounts receivable arising from such resale. In the event that Reserved Goods - after processing/combination - are resold with other goods that are not SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH's property, the customer assigns in advance the accounts receivable to the amount of the price of the Reserved Goods including all subsidiary rights and with priority to the rest. SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH accepts the assignment. The customer shall be authorized to collect the account receivable even after the assignment. The authorization of SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH to collect the account receivable by itself remains unaffected, nevertheless, SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH, undertakes not to collect the account receivable as long as the customer duly fulfills his financial and other obligations. SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH may require the customer to disclose the assigned accounts receivable and the debtor thereof, to communicate any details necessary for its collection, to hand over the related documents and to inform the debtor about the assignment.

6. If the customer engages in treating or processing the Reserved Goods on behalf of SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH, no obligations shall arise for SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH. In the event the Reserved Goods are processed, combined, blended or mixed with other goods not belonging to SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH, the latter shall have joint title in the new product *pro rata* to the value of the Reserved Goods compared to the other goods at the time they were processed, combined, blended or mixed. If the customer acquires the sole title in the new product the contracting parties agree that the customer grants SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH joint title in the new product *pro rata* to the value of the Reserved Goods therein processed, combined, blended or mixed and to store it free of charge for SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH.

7. If the value of the existing securities exceeds by more than 20% the accounts receivable that are to be secured, SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH shall be obliged to release them at the request of the customer.

8. SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH is entitled to request at any time the surrender of objects of its property, in particular it has the right to segregation or assignment of claims to counter-performances in insolvency proceedings if satisfaction of its claims against the customer is at risk, in particular if insolvency or composition proceedings have been filed against the customer's assets or if there is substantial deterioration of the latter's financial circumstances. Assertion of retention of title or the pledging of the delivery items by SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH

shall not be considered as cancellation of the contract.

9. In the event of pledges or seizure of the Reserved Goods or any other orders or interference with the rights of SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH by third parties, the customer shall be obliged to immediately notify SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH and in consultation with the latter do everything necessary in order to avert the danger. Insofar as it is appropriate for protection of the Reserved Goods, the customer shall assign any relevant claim to SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH at the request of the latter. The customer shall be obliged to provide compensation for any damage and costs - including court costs and attorney fees - incurred by SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH due to intervening measures taken against attachment by third parties.

#### **§ 4 Payment, Default, Offset and Retention**

1. The quoted prices are binding. All prices are subject to value added tax.
2. The purchase price is payable immediately upon delivery of the goods.
3. With regard to work or service contracts without payment schedule, the consideration is payable upon acceptance by the customer. SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH may also request the acceptance of coherent partial deliveries.
4. In the absence of an explicit agreement regarding a different method of payment, the customer agrees to pay the purchase price within 10 days upon reception of the good. After expiry of this deadline the customer is in default. During the default period, the entrepreneur shall pay interest for the payment owed in the amount of 9% above the basic interest rate of the European Central Bank. With regard to liabilities of entrepreneurs, SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH reserves the right to prove and claim a higher damage caused by delayed payment. Furthermore, the entrepreneur in default shall pay a lump sum fine of € 40.00 pursuant to section 288, paragraph 5 BGB (German Civil Code).
5. The customer is only entitled to offset any amounts if his counterclaims have been determined in a legally binding form or if they are undisputed by SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH. The customer shall only exercise a right of retention if the claim relates to the same contractual relation.

#### **§ 5 Passing of Risk**

1. The risk of accidental loss and the accidental deterioration of the goods shall pass to the buyer upon their delivery and in case of dispatch sales upon the delivery of the goods to the forwarding agent carrier or other person or institution designated with the task of performing the shipment.
2. Delivery is also deemed to be effected if the buyer is in default with acceptance.

#### **§ 6 Warranty**

1. In case of defects in the goods SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH shall warrant at its own discretion by means of rectification or substitute delivery.
2. With regard to works and services, SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH at its own discretion may eliminate any possible defect or produce a new work. SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH shall be entitled to refuse a subsequent fulfillment if such is associated with disproportionately high costs.
3. If the subsequent fulfillment fails, the customer at his own discretion may in principal request to decrease the price (reduction) or to cancel the contract (rescission). In case of minor default, in particular minor defects, the customer is not entitled to rescind the contract.
4. In accordance with commercial usage, obvious defects must be reported in writing within a period of two weeks after receiving the goods, otherwise assertion of this warranty claim shall be excluded. Punctual sending shall be sufficient for observance of the deadline. The entrepreneur shall bear the full burden of proof for all claim requirements, in particular for the defect itself, the date of its detection and the punctuality of the complaint.
5. If the customer chooses to withdraw from the contract on account of a legal defect or quality defect following an unsuccessful subsequent fulfillment, he shall not be entitled to any other compensation claims due to the defect. If the customer chooses a compensation in damages following an unsuccessful subsequent fulfillment, the goods shall remain with the customer if this is

deemed to be reasonable for him. The compensation shall be limited to the difference between the purchase price and the value of the defective goods, provided we have not caused the defect fraudulently.

6. The warranty period for entrepreneurs shall be one year from delivery of the goods or acceptance of the service.
7. If the customer is an entrepreneur, only the product description of the manufacturer is deemed to be agreed as the goods' quality. Public statements, recommendations or advertising through the manufacturer shall not constitute any contractual basis for the quality and condition of the goods.
8. SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH does not grant to the customer any warranties in the legal sense exceeding the contractually agreed warranties. Manufacturers' warranties shall remain unaffected hereby.

#### **§ 7 Limitations of Liability**

1. In the event of negligent breaches of our contractual duty of care the liability of SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH is limited to the kind of the average damage that is predictable, typical and imminent for the particular performance. This shall also apply in the event of a negligent breach of our contractual duty of care by our legal representatives or vicarious agents. This shall not apply if we are accusable of intent or gross negligence. Furthermore, this limitation of liability shall not apply in the event of claims due to a lack of promised qualities. Towards entrepreneurs we shall not be liable due to a negligent breach of inessential contractual obligations. This shall not apply if we are accusable of intent or gross negligence. As unessential obligations we consider obligations that are not required in order to provide our punctual and faultless contractual performance.
2. The aforementioned limitations of liability shall not apply to claims of the customer regarding product liability. Furthermore, the limitations of liability shall not apply to bodily and health injuries attributable to us, or to loss of life of the customer due to intent or gross breach of the contractual obligations by SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH or one of our legal representatives or vicarious agents.
3. Any claim for damages due to a defect prescribes after one year from the delivery of the goods or the acceptance of the service. The above shall not apply, should we be accusable of gross negligence and in the event of any physical or health impairment or loss of life of the customer attributable to us.

#### **§ 8 Final Provisions, Applicable Law, Place of Jurisdiction and Data Capture**

1. The laws of the Federal Republic of Germany shall apply with the exception of the UN Law on International Sales
2. If the customer is a merchant, a legal entity under public law, or public-law special funds, the exclusive legal venue for any disputes under this contract shall be the legal domicile of SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH. The same shall apply if, at the time of filing the action, the customer is not subject to German jurisdiction or his domicile or usual place of residence is not known at the time.
3. If individual provisions of the agreement with the customer including this General Terms and Conditions are or become invalid, such invalidity shall not affect the remaining provisions. The entire or partially invalid provision shall then be replaced by a provision whose economic purpose comes as close as possible to that of the invalid provision.
4. SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH stores personal data for the handling of our business relations with our customers.

SRS-MEEDER SYNTHETIC RESIN SYSTEMS GMBH,

As of 15<sup>th</sup> of December 2014