

General Terms and Conditions of Sale and Delivery

BTC Linke & SILCO-TEC GmbH hereinafter referred to as the "Seller".

Version: July 2011

1. General information

The following terms and conditions of sale and delivery apply to all contracts of sale concluded between the Seller and its Customers. These general terms and conditions of sale and delivery also apply to all future transactions without further expressed agreement. All offers and deliveries are carried out based exclusively on these general terms and conditions of sale and delivery. These terms and conditions of sale and delivery do not apply to services. The general terms and conditions of purchase of Customers have no validity. The general conditions of purchase of the Purchaser do not become part of the contract even if they were not expressly contested on an individual basis, except where the Seller has expressly and in writing agreed to them on an individual basis.

2. Offers and contract conclusion

The offers of the Seller are subject to change. The contract becomes valid with the order by the Purchaser (offer) and the acceptance of the Seller. If the acceptance differs from the order, such acceptance constitutes a new non-binding offer of the Seller. In addition to an offer, amendments and supplementary agreements as well as information, recommendations, advice, agreements and commitments of the Seller or its employees or representatives are only binding after written confirmation. Information on freight is non-binding. The information of the Seller on the quality of the goods, such as patterns, samples, analyses, drawings, weights and measurements as well as standards, are only considered approximations unless the Seller expressly states in writing that this information constitutes a warranty.

The Seller reserves the right to make changes to products by way of further development provided this is reasonable for the Purchaser.

3. Environmental protection and permits

The Seller is not responsible for obtaining regulatory approval. The Customer ensures that he will respect safety and environmental protection regulations.

4. Prices

The prices of the Seller on the day of delivery are final. All prices are in principle calculated ex works (Incoterms® 2010) plus the domestic value added tax applicable on the day of delivery. Additional expenses, in particular packaging, insurance, import fees and other delivery fees will be charged separately. Freight-paid prices are conditional on unimpeded traffic. All prices in offers and invoices are for standard packaging. Additional fees are charged for small quantities and desired deviations from standard packaging. Price complaints must be made in writing within 5 working days.

5. Delivery time

The delivery period begins on the day of the written confirmation of the Seller but not before clarification of all details of the delivery and the receipt of an advance payment (only if specifically stated). All delivery information is based on best estimates but is mandatory for us subject to undisturbed production, the timely delivery of our own supplies and the availability of all the transport facilities we need. The delivery period is extended appropriately and any events or circumstances beyond the Seller's control, such as natural occurrences, war, strikes, government regulations, labor disputes, embargos, shortages of raw materials and energy, transport and operational disruptions, release the Seller from its contractual obligations for the duration of the disruption and to the extent the Seller is prevented from performing such obligations. This also applies should these circumstances occur with Suppliers of the Seller. The Seller is entitled to withdraw fully or partially from the unfulfilled parts of the contract. The Seller cannot be held liable for exceeding time limits in this respect. Penalties for defaulting and claims for damages of any type including consequential damages are excluded. The Seller is entitled to make partial deliveries, especially if the Purchaser exceeds his credit limit through the issuing of release orders of goods.

The goods are deemed to be delivered in time if they have been accepted by the end of the term, transferred to the carrier or freight forwarder, made available for loading, or a communication is sent that the goods are ready for dispatch.

Call orders can only be made within the manufacturing capabilities. In regard to call orders, the Seller is entitled to procure the material for the whole order and immediately manufacture the order size. Any requests for changes can therefore not be considered after the order has been completed unless this has been expressly agreed. If it is agreed that the goods are to be retrieved by the Purchaser in installments within a certain timeframe, the Seller is entitled to withdraw from the contract for unscheduled retrievals and/or incomplete and/or late payment, with regard to the uncollected partial quantities, without granting a grace period, which in any case causes all outstanding bills to become due. At the same time, the Seller retains the right to compensation for the damages incurred.

6. Delivery, transfer of perils, fulfillment of contract

Deliveries – including freight paid deliveries – are made at the risk of the Purchaser ex works. If no other express agreement has been made, the Seller determines the mode and route of transport as the representative of the Purchaser. Packaging and dispatch are based on best estimates according to the choice of the Seller but without its commitment. The delivery quantity is determined and binding in accordance with the Seller's choice of customary method. Delivery shortages or surpluses of 10% of the agreed quantity are regarded as contract fulfilling. Acceptance of the goods by the Customer/carrier/transporter/freight forwarder constitutes proof of quantities, proper packaging and loading. The Customer must cooperate in the acceptance of goods and inform us of difficult delivery conditions (e.g. difficult access) in good time. The risk of accidental loss passes to the Customer as soon as the delivery goods are ready to be collected and, at the latest, when they are loaded onto the means of transport. The Seller is not obliged to expressly inform the Customer that the goods are ready for collection.

If the Customer is responsible for late delivery/retrieval, he must bear the costs of the storage and risk of accidental loss. The Customer must unload the goods immediately without delay. If the Seller assists in this, it is done without any legal obligation at the Customer's risk.

For installment sales contracts, each installment is considered a separate transaction. If the Purchaser/Ordering Party does not comply with his obligations in terms of an installment, the Seller is exempt from further deliveries, and in any such case the Purchaser/Ordering Party is obliged to pay compensation for the loss suffered on account of the non-delivery.

7. Cancellation costs

If the Purchaser unjustly withdraws from a placed order, the Seller can, without prejudice to the possibility to claim higher actual damages, claim 10% of the sales price for the incurred expenses for processing the order and for lost profit. The Purchaser retains the right to prove lower damages.

8. Payment, late payment and creditworthiness doubts

Payment must be made within 30 days after the invoice date without deduction; payments made within 14 days after the invoice date will benefit from a 2% discount. A payment is deemed made when the Seller can dispose of the amount.

Delayed payment commences with the due date of the outstanding amount. In the event of a delayed payment the Seller is entitled to charge default interest for the debt in the amount of eight percentage points above the respective base rate. A five euro late fine is added to the invoice for every reminder. Discountable bills of exchange and checks are only accepted for performance on the basis of written agreement and against compensation of all expenses. Bills of exchange and checks are credited only after the equivalent amount has been made available including additional expenses that may have been incurred. Only indisputable or legally established claims entitle the Purchaser to offset or withhold payment. Payments first pay off the taxes and costs, then the principal beginning with the oldest debt. Failure to comply with the payment terms and conditions entitle the Seller, with respect to the outstanding amounts, to withdraw from the existing contract or demand damages for non-performance. All granted rebates, bonuses, discounts and other deductions are invalid. The Seller also has the right to cancel existing contracts if circumstances are known which put the creditworthiness of the Purchaser in doubt (credit unworthiness, bankruptcy filing, the Purchaser exceeds his credit limit through the issuing of release orders of goods, etc.). Should the Seller be forced to accept outside help because the Purchaser/Ordering Party for whatever reason does not pay the invoiced amount, the Purchaser/Ordering Party must provide compensation for all collection expenses, in particular the costs of legal advice and the associated fees and expenses.

9. Title retention, security measures

Right of retention, treatment and processing, mixing and combining

The goods remain the property of the Seller until the full payment of all outstanding amounts. Treatment and processing is effected under exclusion of acquisition of ownership by those carrying out treatment and processing in accordance with § 950 of the German Civil Code but without putting the Seller under any obligation. If the goods are mixed, combined or processed with other items and provided the Seller is not already the joint owner of the new goods, the Customer hereby assigns to the Seller his ownership or right to possess the new goods in the proportion of the value of the goods subject to retention of title (cost prices) to the value of the other goods at the time of the combining, mixing or processing, and shall keep them safe for the Seller. The pledging or assignment of the Seller's ownership/joint ownership rights is forbidden.

Extended retention of title

In the event that the Customer sells our goods (treated or processes, mixed or combined), he hereby assigns all claims arising thereof against his customers to the Seller, including where such claims contain payments for services rendered, together with all subsidiary rights, in particular securities.

If the Customer sells our goods after processing, combining or mixing with goods which do not belong to the Seller, the Seller shall be a joint creditor (trustee); alternatively, the claim of the Customer against his customers is assigned in the proportion of the sales value of the reserved goods delivered by the Seller to the value of the goods sold by the Customer. The assignment to the Seller is always related to the outstanding part of the claim. At the request of the Seller, the Customer will disclose the section and provide us with the necessary information and documents. Moreover, the Customer hereby assigns all future claims to the Seller for damages related to the goods delivered by the Seller.

Assertion of the retention of title, claims of third parties, claims arising from ownership

The Seller can store, label or collect his goods separately at the expense of the Customer as well as prohibit any

disposal of the goods. If the Seller takes back the goods under retention of title, this does not cancel the contract and the Customer is obliged to redeem the goods at his own expense; he is responsible for any reduction in value, our redemption costs (at least 10% of the price) and lost profit. The Customer waives any claim of ownership.

Security requirements

The Seller is entitled to demand and increase securities of its choice (in particular mortgages) for the proper fulfillment of the Customer's obligations at any time; the Seller is authorized to take and realize the value of assets of the Customer by way of security/pledge where such assets are subject to the actual control of the Seller.

10. Quality of goods, technical support, use and processing

Unless otherwise agreed, the quality of the goods is determined on the basis of the technical data sheets or specification sheets. The properties of patterns, samples and specifications in test records and analysis data are only binding if they have been expressly agreed as the quality of the goods.

Descriptions of quality and durability as well as other information are only guarantees if they are agreed and identified as such.

The technical advice and recommendations within the framework of sales negotiations and under existing contracts are given by the Seller to the best of its knowledge. All information and details regarding suitability, application and use of the goods of the Seller are not binding however and do not release the Purchaser from his own inspection of the products for their suitability for the intended processes and purposes as well as the implementation of production controls.

11. Notification of defects

The Customer must complain in writing with regard to any obvious visible defects, incorrect amounts or incorrect delivery with regard to the goods and packaging immediately after delivery; in any case before the resale, processing, mixing, use or installation of the goods within 8 days, in commercial dealings.

The Customer must complain in writing concerning hidden defects immediately after discovering them, in commercial dealings, but no later than 4 weeks after the discovery. Goods with visible defects are not to be processed. If the Customer does not comply with the aforementioned obligations, the goods are deemed approved. Any complaint about a delivery or service does not entitle the Customer to refuse additional deliveries from the same or a different contract. The Customer must immediately notify the Seller of any transport damage and document the damage with the freight forwarder. Measures to reduce damage are not considered as an acknowledgement of defects. On negotiations with regard to possible defects, the Seller does not waive entitlement to the objection that the complaint was not timely, was factually unfounded or was otherwise inadequate. If the Ordering Party/Purchaser breaches his inspection, complaint, availability or return obligations, the warranty claims of the Ordering Party expire. The costs due to unjustified complaints of defects are borne by the Ordering Party.

12. Guarantee

The Seller's products are made from the best raw materials and with utmost care. The Seller accepts a guarantee within the legal or contractually established term as follows: The Seller accepts the guarantee in accordance with the following terms and conditions that the products delivered by him are free from defects in terms of materials and construction which might cancel or significantly diminish the value or suitability of the goods for the customary or contractually specified usage. For chemical products which are subject to an aging process, the Seller only grants a guarantee period which the manufacturer provides. For chemical products bottled by the Seller, the Seller grants a guarantee period which starts on the date of bottling and takes into account the stability of the product in the container. The Seller does not accept liability for reduced or eliminated usability and for damages which result from the failure to comply with the application-specific advice of the Seller, improper use, incorrect handling, incorrect, inaccurate or insufficient information regarding the intended operating conditions and other wrong information of the Ordering Party as well as interventions on the delivery item by the Ordering or third party. In the event of a defect resulting from an incorrect technical description, the Seller only assumes liability for material defects if the processing or application of the sold item was made with expert knowledge. The expert processing or application must be demonstrated and proved by the Purchaser. General changes in line with technical progress and current regulations which do not reduce the usability of goods do not constitute a defect. In the event of a timely and justified complaint, the Seller provides a warranty by rectification, replacement or issuing a credit note. If the Purchaser is not a consumer, the Seller has the option to repair, replace or issue a credit note.

For foreign products, which the Seller has obtained from third parties and then delivered to the Ordering Party/Purchaser, the Seller has the right to cede its claims against the Supplier to the Ordering Party/Purchaser and to refer the latter to the assertion of these assigned claims. In the event of a repair or replacement, the Seller bears the delivery and transportation costs of the repaired or replacement goods. If a repair or replacement is not possible or if the grace period granted by the Ordering Party to the Seller has expired for this, the Ordering Party/Purchaser is entitled to withdraw from the contract or decrease the invoice amount (cancellation and reduction). The same right exists in the event of the assignment of warranty claims against the Supplier if the Supplier refuses to fulfill its warranty obligations towards the Ordering Party/Purchaser in writing. An agreed retention of title also extends to replacements. Replacements and repairs are warranted by these terms and conditions. Claims for compensation due to a defect only apply in accordance with Section 13. Claims for the compensation of damages, which are not caused to the item itself (indirect and consequential damages), in particular damages resulting from the interruption of business, can only be demanded if an express written agreement has been made in this regard. The Seller can refuse to fulfill the above warranty claims if the Ordering Party has not fulfilled its due obligations.

13. Reimbursement, product liability

The liability for damages is excluded unless they are due to intent or gross negligence.

No liability is assumed for consequential and indirect damages. Any liability is limited to the amount of the contract value. This only applies in business transactions with traders. Liability on the basis of the German Product Liability Act is excluded where legally permissible. The Ordering Party/Purchaser is obliged to observe all warnings and instructions for use. Should any doubt arise on the respective use/application, he is obliged to direct questions to the Seller for clarification.

14. Liability

In case of intent or gross negligence of legal representatives or executives and in case of culpable violations of important contractual obligations by these or other employees or representatives, the Seller is liable in accordance with legal regulations. The Seller is not liable for the breach of immaterial contractual obligations by other colleagues or representatives. The Seller is not liable for abnormal or unforeseeable damages. Claims for compensation derived from torts only arise in the event of intentional or gross negligence. This also applies to acts by assistants of the Seller. The above limitations of liability do not apply to damages resulting from the injury to life, body or health. Mandatory legal liability provisions, e.g. under the German Product Liability Act, remain unaffected. Where culpability is a precondition for a Purchaser's claim, the Purchaser assumes the burden of proof.

15. Statute of limitations

All claims of the Purchaser – for whatever legal reason – lapse after one year. Statutory periods apply for intentional or fraudulent behavior and claims under the Product Liability Act.

16. Regulations concerning foreign trade

If a permit for the fulfillment of the proposed transactions, deliveries or services is required under German or European foreign trade law or US export control provisions, the contractual fulfillment is subject to the condition precedent. If this permit is not issued or adhered to or auxiliary terms and conditions are not met as regards content, the Seller is released from the obligation to fulfill the contract. The Purchaser agrees to participate constructively in the permit procedure and in particular to obtain all necessary documents. The Purchaser must bear all associated costs and fees.

The observance and implementation of the relevant foreign trade laws (e.g. export control regulations, import licenses, foreign exchange permits, etc.) and other laws applicable outside Germany are exclusively the responsibility of the Purchaser.

Information about foreign laws, which the Seller provides to the best of its knowledge, is not binding.

The provision of such information does not release the Purchaser from checking compliance with the regulations on foreign trade with regard to the products.

The issue of a boycott declaration in foreign trade is ineffective (§ 4a German foreign trade regulations).

17. Data processing

The Purchaser/Ordering Party agrees that the data, which becomes known as a result of the business relationship, shall be stored in-house and automatically processed by the Seller under the observance of the German Federal Data Protection Act (BDSG). For the purpose of deciding on the establishment, implementation or termination of a contractual relationship, the Seller collects and uses probability values which are calculated by using criteria such as address details.

18. Law

German law shall apply to all legal relationships established between the Seller and the Ordering Party/Purchaser and to these general terms and conditions.

19. Place of fulfillment and jurisdiction

For all disputes resulting from the contractual relationship, if the Purchaser/Ordering Party is a legal entity under public law, claims are to be filed at the court which is responsible for the registered office of the Seller. The same applies if the Purchaser is a trader and the business is a commercial transaction for him. However, the Seller reserves the right to decide whether to sue the Purchaser/Ordering Party at the legal area of jurisdiction of its company's registered office.

20. Miscellaneous

If any provision of this contract is or becomes ineffective or contains a loophole, the remaining provisions shall remain unaffected.