

**General Terms and Conditions of Sale and Delivery
of CLR Chemisches Laboratorium Dr. Kurt Richter GmbH**

1. Scope / Conclusion of Contract / Deviating Terms of the Customer

1.1 These General Terms and Conditions of Sale and Delivery apply solely to companies according to art. 14 German Civil Code (BGB) (henceforth called Customer or Customers), i.e., natural persons or legal entities acquiring the merchandise or service for commercial or professional use.

By accepting our order confirmation, the Customers expressly acknowledge that they waive their right to object as derived from the General Purchase Terms. Deviating general purchase terms of the Customers shall apply only if and inasmuch as we acknowledge them in writing.

1.2 Our products and services are subject to change unless they are explicitly defined as binding or contain binding assurances. They do not constitute offers in the legal sense but are only requests to the Customer to place orders. Including in day-to-day business, a contract is only concluded once an order has been confirmed (in writing or in text form via fax or e-mail). When an order is fulfilled, our confirmation may be substituted for our invoice. The content of the delivery contract is determined by our order confirmation.

2. Information about and Properties of the Products, and Product Samples

2.1 Information and explanations regarding our products are solely based on our previous experience.

2.2 The properties of any samples that may be produced shall only be part of the Agreement if this has been *explicitly* agreed upon in writing.

2.3 The Customer shall notify us of any special requirements concerning our products in good time prior to the signing of the Agreement.

2.4 We do not assume liability for the usability of our products for the purpose intended by the Customer.

2.5 We assume a procurement risk only on the basis of a written, special agreement containing the wording *"we assume the procurement risk..."*

3. Delivery / Delivery Time / Delay in Delivery

3.1 Binding delivery dates and delivery terms must be agreed upon expressly and in writing. When delivery dates and delivery terms are nonbinding or approximate, we shall endeavor to comply with them to the best of our ability.

3.2 Terms of delivery and/or service shall commence with the Customer's receipt of our order confirmation.

3.3 If we are in delay of delivery, the Customer first shall grant us an appropriate extension of deadline of 14 days – unless this is inappropriate in the specific instance – to deliver our product and/or service.

3.4 If the product and/or service is delayed for a reason for which the Customer is responsible, if the Customer does not submit a shipping order by the end of the delivery deadline, or if the Customer culpably fails to meet a contractually agreed call-off obligation, we shall be entitled, after a seven-day extension of deadline has been granted and passed, to demand, at our discretion, immediate payment of the purchase price, or to renege from the Agreement, or to decline its fulfillment and demand claims for damages in lieu of the entire product and/or service. This also applies if the merchandise is unjustifiably refused.

4. Proviso of Correct and punctual Delivery to Us / Force Majeure and Other Obstructions

If our suppliers fail to deliver to us, or deliver to us incorrectly, or not in time, products or services which we need in order to deliver the products and/or services owed as per our Agreement, even though we have properly ordered a sufficient supply, or if events of force majeure occur, we shall notify our Customer accordingly in writing or in text form

in good time. In this event we shall be entitled to delay delivery by the duration of the obstruction, or to renege from the Agreement entirely or partly on account of the part of it which is still unfulfilled, as long as we have satisfied our above-mentioned information obligation and have not assumed the procurement risk. Strikes, lockouts, intervention by authorities, energy and commodity shortages, transport shortages through no fault of our own, operational conflicts through no fault of our own – e.g., due to fire, water and equipment damage – and all other obstructions which objectively cannot be attributed to a fault of ours, shall be considered equal to force majeure.

5. Shipping / Passing of Risk

5.1 Unless other terms have been agreed upon in writing, shipment shall be made ex works at the Customers' risk and for their account.

5.2 The risk of accidental loss and accidental deterioration shall pass to the Customer as soon as the merchandise to be delivered has been handed to the Customer, the forwarding agent, the carrier or other company appointed for shipping the goods, but no later than when the shipment leaves our plant.

6. Notification of Defects / Violation of Duties / Warranty

6.1 The Customer shall notify us of recognizable material defects immediately, but no later than 14 days after the shipment has been picked up at the plant or delivered. It shall be the Customer's obligation to conduct suitable inspections when receiving the shipment. The Customer shall notify us of hidden material defects promptly after their discovery, but no later than before the end of the warranty period as defined in para. 6.3. A complaint that has not been submitted in due time shall exclude any claim on the part of the Customer resulting from a violation of duties based on material defects.

6.2 Material defects which are recognizable at the time of delivery shall also be brought to the attention of the transport company, which must have the defects documented. Notifications of defect must contain a description of the defect. A complaint that has not been submitted in due time shall exclude any claim on the part of the Customer resulting from a violation of duties based on defects. This shall not apply to cases of intent or bad faith on our part, injury to life, body or health, or when we have guaranteed freedom of defects or assumed liability according to the Product Liability Act.

6.3 Unless expressly agreed otherwise, or if sections 478, 479 BGB (Right of Recourse in the Supply Chain) apply, we issue a warranty of one year from the day of the passing of risk (see para. 5).

6.4 Our warranty and the liability resulting from it shall be void if defects and damage connected to them are not verifiably the result of defective material or flawed execution or flawed usage instructions.

6.5 Claims for defects do not exist in instances of merely insignificant deviations from the agreed or usual properties or usability.

6.6 The acknowledgment of the violation of duties, specifically in the form of material defects, always requires the written form.

7. Prices / Payment Terms / Defense of Insecurity

7.1 Unless otherwise agreed upon in writing, all our prices are always listed in EUROs. They include packaging and are exclusive of freight plus applicable value-added tax, which must be borne by the Customer.

7.2 We shall have the right to raise prices unilaterally (section 315 BGB) if material procurement or production costs, wages and ancillary wage costs, or energy costs and costs arising from environmental regulations increase and the period between conclusion of the contract and delivery exceeds two months.

7.3 Our invoices shall be payable within 14 working days from delivery of the merchandise at a discount of 2%, or 30 days net from the invoice date unless other arrangements have been made in writing. Date of payment is the date when we receive the payment or when our account is credited.

7.4 If the Customer is in default of payment, we will charge late payment interest in the amount of 8% above the base lending rate on the date when payment was requested.



7.5 If terms of payment are not complied with or circumstances become known which give reasonable cause to believe that payment obligations to us cannot be met, we shall be entitled – irrespective of further legal rights – to discontinue working on ongoing orders or delivery and demand prepayment for outstanding deliveries and/or – irrespective of further legal rights – to renege from the contract. This specifically applies to bankruptcy proceedings. The Customer shall be obligated to compensate us for the damages resulting from the Contract not being executed.

7.6 The Customer shall only have a right of retention or set-off concerning counterclaims which are not in dispute or which have been established by final court decision.

8. Retention of Title

8.1 We shall reserve the title to all goods delivered by us (henceforth collectively called "reserved goods") until all claims from our business connection with the Customer including future claims from subsequently signed contracts have been paid. This also applies to an account balance in our favor if we include individual or all claims in an open account (account current) and the account balance has been struck.

8.2 The Customers shall store the reserved goods separately from other goods and mark them accordingly. They shall be obliged to notify anyone who intends to claim any rights in these goods that they are reserved goods. Moreover, the Customers shall insure the reserved goods sufficiently, specifically against fire and theft. Claims against the insurance from damage affecting the reserved goods are already assigned to us herewith in the amount of the value of the reserved goods.

8.3 The Customers shall retain the right to collect the claim assigned to us until such time as we rescind this right, which we are authorized to do at any time. Upon our request, the Customers shall be obligated to hand to us any and all information and documents which are required for collecting assigned claims and to notify their own customers promptly that the claim has been assigned to us, unless we do this ourselves.

8.4 If the value of the collateral pledged to us pursuant to the above provisions exceeds the secured claims by a total of more than 10%, we shall be obliged to release collateral of our choice in the respective amount upon the Customer's request.

8.5 The reserved goods are treated and processed by us, the manufacturer as defined in section 950 BGB, but without any obligations on our part. If the reserved goods are combined with other goods which we do not own, we shall acquire co-ownership of the new product at the ratio of the value of our goods to the invoice value of the other processed and combined goods. If our goods are combined with other movable property to form one composite good which is to be regarded as the main product, the Customer is herewith transferring co-ownership of it to us. The Customer shall store the owned or co-owned goods for us free of charge.

9. Liability / Exclusion and Limitation of Liability

As a general rule, we are only liable for intent and gross negligence by us and our legal representatives and agents. Our liability and that of our legal representatives and agents is therefore excluded with respect to instances of minor and medium negligence. This exclusion of liability does not apply to damage to health, the body or life.

10. Property rights of third parties

10.1 We shall only be obligated to deliver the goods without impinging on the rights or claims of third parties which are based on commercial property or other intellectual property rights and of which we were aware at the time of the signing of the Agreement. The Customer shall have the duty to notify us promptly and in writing of any claims of third parties.

10.2 Our duty according to para. 10.1 shall not extend to instances where the violation of property rights has resulted from our manufacturing the goods based on data or other information from our Customer, or where the violation of property rights was caused by an application of our Customer which we could not predict, or by the Customer modifying the goods or mixing or using them with products not supplied by us.

10.3 This does not affect our liability according to para. 9.

11. Place of Performance / Place of Jurisdiction / Applicable Law

11.1 Place of performance for all contractual obligations, except when the debt to be provided to creditor's domicile is assumed, is Berlin, Federal Republic of Germany. Berlin shall also be the sole place of jurisdiction for all disputes as far as legally permissible.

11.2 The law of the Federal Republic of Germany shall exclusively apply for all relations between the Customer and us, to the exclusion of the U.N. Convention on the International Sale of Goods (CISG).

12. INCOTERMS

If our order confirmation contains a clause listed in the INCOTERMS (e.g. Ex-works, Free on Board, etc.), the INCOTERMS in their most current version shall apply, unless specified otherwise in our order confirmation.

13. Salvatory Clause

If one or some of these provisions are or become void in whole or in part, this does not affect the validity of the remaining provisions.

Notice:

In accordance with the provisions of the German Data Protection Act, we point out that our accounting is done via EDP systems and that in this context we also store data which we have of the Customer as a result of our business relation.

**CHEMISCHES LABORATORIUM
DR. KURT RICHTER GMBH**

Last revised: October 2016