

General Terms and Conditions of Sales and Delivery

of

CHEMTEC LEUNA Gesellschaft für Chemie und Technologie mbH

1. Scope of Application

Sales and deliveries by CHEMTEC LEUNA Gesellschaft für Chemie und Technologie mbH (hereinafter: "CHEMTEC LEUNA") shall be made exclusively in accordance with the following General Terms and Conditions of Sales and Delivery ("General Terms"), which shall be accepted by the Customer as binding upon placement of an order or upon taking delivery of the products. These General Terms shall also apply to all future transactions with the Customer. Deviating or supplementary General terms and Conditions of Customer shall be excluded, even if CHEMTEC LEUNA does not expressly object to them.

2. Conclusion of Contract

2.1 CHEMTEC LEUNA's offers and other price quotations shall be non-binding. A sales contract shall not come into effect until CHEMTEC LEUNA confirms the order in writing. The conditions of the sales contract shall be exclusively governed by the contents of the order confirmation and these General Terms. Oral agreements or promises shall require a written confirmation by CHEMTEC LEUNA in order to become binding.

2.2 CHEMTEC LEUNA shall retain all ownership and rights regarding all samples and given information, in particular those concerning syntheses and manufacturing processes. Customer shall refrain from making them available to third parties. They shall be returned to CHEMTEC LEUNA without undue delay upon CHEMTEC LEUNA's request.

3. Delivery Periods and Delivery Dates

3.1 Delivery dates and delivery periods are only binding if they have been confirmed by CHEMTEC LEUNA in writing and customer has provided CHEMTEC LEUNA in a timely manner with all information required for the performance of such deliveries and has made any advance payments in the manner and amount as agreed upon on the date of the written confirmation. In the event of additional or supplementary orders, the delivery periods shall be extended accordingly.

3.2 Events which are unforeseeable, unavoidable and lie beyond the sphere of influence of CHEMTEC LEUNA and for which CHEMTEC LEUNA does not bear any responsibility, such as Acts of God, war, natural disasters or labour disputes shall release CHEMTEC LEUNA for the duration of such events from its obligation to deliver or perform timely. Delivery periods agreed upon will be extended by the duration of such events. The Customer shall be informed of the occurrence of such events in a reasonable manner. If the end of such events is not foreseeable or if it continues for more than eight weeks, each party shall be entitled to rescind the sales contract.

3.3 With regard to deliverables which CHEMTEC LEUNA does not produce itself, the correct and timely self-supply shall be reserved.

3.4 If deliveries by CHEMTEC LEUNA are delayed, the Customer shall only be entitled to rescind the sales contract if CHEMTEC LEUNA is responsible for the delay and a reasonable grace period for delivery set by the Customer has expired without success.

3.5 Should the Customer be in default of the acceptance of delivery or should the Customer be in breach of any other obligation to cooperate with CHEMTEC LEUNA, CHEMTEC LEUNA shall be entitled, notwithstanding any further rights, to reasonably store the deliverables at the Customer's risk and expense or to rescind the sales contract.

3.6 CHEMTEC LEUNA is entitled to make partial delivery for good reason.

3.7 CHEMTEC LEUNA is entitled to make excess or short deliveries, if customary.

4. Shipment, Packaging, Weight, Passage of risk

4.1 Unless the parties have agreed otherwise, shipment shall be made by a reasonable method of shipment in the

usual packaging.

4.2 Unless the parties have agreed otherwise, the relevant weight for invoicing shall be determined by CHEMTEC LEUNA at the time at which the risk passes, using calibrated measurement instruments. Upon request of the Customer, CHEMTEC LEUNA shall afford the Customer the opportunity to determine the relevant weight for invoicing itself on its own costs. Should the weight determined by the Customer deviate more than marginal from the weight determined by CHEMTEC LEUNA, the parties shall reach an agreement upon the relevant weight for invoicing.

4.3 Risk shall pass to the Customer upon handover of the deliverables to the Customer or, if the Customer has requested a delivery to a place other than the place of performance, upon handover of the deliverables to the forwarding agent, carrier or other person or body designated to dispatch the deliverables. Should the delivery or the placement of the deliverables at the Customer's disposal be delayed on grounds for which the Customer bears the responsibility, risk shall pass to the Customer on the agreed delivery date or upon expiry of the agreed delivery period.

5. Prices, Terms of Payment

5.1 If CHEMTEC LEUNA has to bear a substantial increase in labour costs or material purchase costs after conclusion of the sales contract for which CHEMTEC LEUNA bears no responsibility, CHEMTEC LEUNA shall be entitled to reasonably increase the agreed price. CHEMTEC LEUNA shall particularly be entitled to such action if such costs increase occurs between the conclusion of the contract and a delivery order or in between delivery orders. In such a case of price increase, the Customer shall be entitled to rescind the sales contract within two weeks after notification of the price increase. CHEMTEC LEUNA will, on the other hand, also pass on costs savings to the Customer.

5.2 All prices by CHEMTEC LEUNA shall be ex works, inclusive of packaging costs and exclusive of the applicable value-added tax, unless otherwise agreed.

5.3 CHEMTEC LEUNA shall be entitled to issue separate invoices for partial deliveries in terms of Clause 3.6.

5.4 Unless otherwise agreed, CHEMTEC LEUNA's invoices shall be payable 30 days from the date of the receipt of the invoice without any deduction; the Customer shall be considered to be in default of payment if the period for payment lapses without success. Payments by the Customer shall not be deemed to have been made until CHEMTEC LEUNA is able to dispose of the payments.

5.5 If the Customer is in default of payment, CHEMTEC LEUNA shall be entitled to charge the Customer interest at the applicable statutory rate. CHEMTEC LEUNA reserves the right to claim any further damages.

5.6 The Customer is only entitled to a set-off if his counterclaim is uncontested or is final and absolute.

5.7 The Customer is only entitled to assert a right of retention if its counterclaim is based on the same contract and is uncontested or is final and absolute.

5.8 If, following the conclusion of contract, CHEMTEC LEUNA becomes aware of a lack of the Customer's capability of performance, CHEMTEC LEUNA shall be entitled to only make outstanding deliveries upon the Customer's prepayment or rendering of collateral; in the event that prepayment or collateral has not been provided even after the expiration of a reasonable period of grace, CHEMTEC LEUNA may fully or partially cancel all relevant contracts in whole or in part without prejudice to any further rights it may have.

6. Retention of Title

6.1 The delivered products shall remain the property of CHEMTEC LEUNA until complete payment of all of CHEMTEC LEUNA's receivables arising under its business relationship has been made by the Customer.

6.2 In the event of current account, the retention of title shall serve to secure the claim to the balance to which CHEMTEC LEUNA is entitled.

6.3 The Customer shall only be entitled to sell the products subject to the retention of title ("Products Subject to Retention of Title") within the scope of normal and proper business transactions. The Customer is not entitled to pledge, provide chattel mortgages on or otherwise dispose of Products Subject to Retention of Title in a manner endangering CHEMTEC LEUNA's ownership. The Customer hereby assigns his claims under a contract

covering the resale of Products Subject to Retention of Title to CHEMTEC LEUNA, which accepts such assignment. Should the Customer sell Products Subject to Retention of Title after they have been processed or remodelled or merged with other goods or should the Customer sell Products Subject to Retention of Title together with other goods, this assignment of claim shall only be agreed to in the amount of the portion equivalent to the price agreed to between CHEMTEC LEUNA and the Customer plus a safety margin of 10% of this price. Subject to revocation of this right, the Customer is authorized to collect in trust the claims assigned to CHEMTEC LEUNA in its own name. CHEMTEC LEUNA may revoke such authorization and the right to resell Products Subject to Retention of Title if the Customer is in default of the performance of material obligations such as providing payment to CHEMTEC LEUNA; in case of revocation, CHEMTEC LEUNA is entitled to collect the claims itself.

6.4 Processing or remodelling of Products Subject Retention of Title shall always be carried out on behalf of CHEMTEC LEUNA. In the event that Products Subject Retention of Title are processed together with other goods, CHEMTEC LEUNA becomes co-owner of the new created goods according to the quota to which Products Subject Retention of Title contribute to the value of the newly created goods at the time of the processing. The afore mentioned shall also apply to the new created goods.

6.5 In the event that Products Subject to Retention of Title are merged with other goods, CHEMTEC LEUNA becomes co-owner of the new goods according to the quota to which Products Subject to Retention of Title contribute to the value of the new goods. In the event that the Customer's other goods are to be regarded as the main goods in such a merger, it shall be deemed to be agreed that the Customer shall transfer co-ownership to CHEMTEC LEUNA according to its quota of the total value of the new goods. The subject of such co-ownership shall be kept by the Customer for CHEMTEC LEUNA.

6.6 Customer shall provide CHEMTEC LEUNA at times with all the requested information concerning Products Subject to Retention of Title or claims which have been assigned to CHEMTEC LEUNA hereunder. Attachments of or claims against Products Subject to Retention of Title through third parties must be reported immediately by the Customer to CHEMTEC LEUNA upon provision of the necessary documentation. The Customer shall simultaneously inform the third party of CHEMTEC LEUNA's retention of title. The costs of averting such attachments and claims shall be borne by the Customer.

6.7 The Customer is obliged to treat the Products Subject to Retention of Title with care for the duration of such retention of title.

6.8 Should the realizable value of the collateral exceed the total amount of CHEMTEC LEUNA's claims which are to be secured by more than 10%, the Customer shall be entitled to demand a release of collateral to such extent.

6.9 Should the Customer be in default of a material obligation such as payment to CHEMTEC LEUNA, CHEMTEC LEUNA may, notwithstanding any other rights, take back the Products Subject to Retention of Title and, after rescission of the sales contract, realize them for the purpose of satisfying its matured claims against the Customer otherwise. In such case the Customer shall grant CHEMTEC LEUNA or CHEMTEC LEUNA agents immediate access to the Products Subject to Retention of Title and surrender the same. If CHEMTEC LEUNA demands surrender according to this provision, this alone shall not constitute rescission of the sales contract.

6.10 In the event of deliveries to other jurisdictions in which the foregoing arrangements governing the retention of title do not have the same effect of securing rights as in Germany, the Customer shall do everything to create corresponding rights of security for the benefit of CHEMTEC LEUNA. The Customer shall co-operate, for example, in the registrations, public notices and the like required for and expedient to effectuating and enforcing such rights of security.

6.11 Upon request of CHEMTEC LEUNA, the Customer is obliged to insure the Retention Products, to present the respective proof of insurance and to assign the claims under the insurance contract to CHEMTEC LEUNA.

7. Characteristics, Customer's Rights in Case of Defects, Duty to Inspect the Products

7.1 Whether the deliveries have the agreed characteristics upon the passing of risk, these characteristics shall be determined exclusively by the respective description agreed upon the parties in writing concerning quality, features and characteristics of the delivered products (contractual description)

7.2 Statements in catalogues, price lists and other information material made available to the Customer by CHEMTEC LEUNA as well as product descriptions shall not be deemed to constitute a specific guarantee for

the characteristics of the deliverables; such specific guarantees must be expressly agreed upon in writing.

7.3 The Customer's rights in the case of defects of the delivered products shall require that the Customer has inspected the delivered products without undue delay upon delivery and has notified CHEMTEC LEUNA in writing of defects without undue delay, but no later than fourteen days following delivery; hidden defects must be reported to CHEMTEC LEUNA in writing without undue delay upon their discovery.

7.4 In the event of a notice of defects, CHEMTEC LEUNA shall have the right to inspect and test the delivered products in question. To such end, the Customer shall grant CHEMTEC LEUNA the required time and opportunity. CHEMTEC LEUNA may also demand from the Customer return of the delivered products in question to CHEMTEC LEUNA at CHEMTEC LEUNA's expense. If the Customer's notice of defect proves to be unjustified, the Customer shall be obliged to compensate CHEMTEC LEUNA for all expenses incurred in this context, e.g. travel expenses or shipping costs.

7.5 In case of a defect, CHEMTEC LEUNA shall, at CHEMTEC LEUNA's option, remedy the defect at no cost for the Customer either by removal of the defect of the delivered product in question or by delivery of a new product free of defects ("Supplementary Performance").

7.6 The Customer shall grant CHEMTEC LEUNA the time and opportunity required for Supplementary Performance. The Customer shall only be entitled to remedy the defect itself or have the defect remedied by a third party and demand compensation of its necessary expenses if an urgent plant safety hazards or the avoidance of disproportionately large damages makes such actions necessary. The Customer shall also have the aforementioned rights if CHEMTEC LEUNA is in default of remedying the defect and has been notified by the Customer about its intentions of remedying the defect itself or have it remedied by a third party.

7.7 Parts replaced by CHEMTEC LEUNA shall be returned to CHEMTEC LEUNA upon its request..

7.8 The Customer's rights in the case of defects shall lapse if the defects occur due to reasons for which the Customer is responsible, e.g. improper storage.

7.9 Costs for transport, travel, labour and material incurred in the course of Subsequent Performance shall be borne by CHEMTEC LEUNA.

7.10 If the Subsequent Performance fails or is unreasonable to the Customer or has been refused by CHEMTEC LEUNA under sec. 439 subsec. 3 of the German Civil Code (BGB), the Customer may, at his option, either rescind the sales contract in accordance with the statutory provisions or reduce the purchase price and/or claim damages in accordance with Clause 8 or claim reimbursement of his damages.

7.11 The limitation period for the Customer's right in the case of defects shall be twelve months from the date of delivery of the products at the Customer's premises. The statutory limitation periods remain applicable to claims of the Customer for damages which were not caused by defects of the delivery products and to all rights of the Customer for fraudulently concealed defects or defects caused by wilful misconduct.

8. Liability and Damages

8.1 Subject to the provisions in Clause 8.2, CHEMTEC LEUNA's statutory liability for damages shall be limited as follows:

- (i) CHEMTEC LEUNA shall only be liable up to the amount of the typically foreseeable damages at the time of entering into the contract for damages caused by a slightly negligent breach of a material contractual obligation;
- (ii) CHEMTEC LEUNA shall not be liable for damages caused by a slightly negligent breach of a contractual obligation that is not material.

8.2 The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act), liability for assuming a specific guarantee or liability for culpably caused personal injuries.

8.3 The Customer shall take all reasonable measures to mitigate damages.

9. Product Liability

If the Customer resells the delivery products unchanged or after they have been processed, remodelled or merged with other products, Customer shall hold CHEMTEC LEUNA harmless from any third parties' product liability

claims, to the extent that the Customer is responsible for the defect on which the claims are based.

10. Industrial Property Rights

If the Customer has specified the production requirements by providing certain instructions, information, documents, drafts or drawings, the Customer shall warrant that no third-party rights such as patents, utility models and other proprietary and copyrights are infringed by CHEMTEC LEUNA. The Customer shall indemnify CHEMTEC LEUNA against all claims of third parties which may be raised against CHEMTEC LEUNA because of such infringement of industrial property rights.

11. Final Provisions

11.1 Amendments of and supplements to the sales contract and/or these General Terms must be made in writing. The same shall apply to any alteration of this written form requirement.

11.2 The parties are aware of the risk that individual or multiple provisions of the contract or of these General Terms may turn out to be invalid or null and void contrary to the parties' current understanding. In such a case, the parties want to eliminate any doubts regarding the validity of the sales contract and/or of these General Terms. In such a case, the parties undertake to replace the invalid provision by the valid provision coming closest to the commercial purpose of the invalid provision.

11.3 Exclusive venue for all disputes in connection with the contractual relationship shall be Halle. CHEMTEC LEUNA shall nevertheless be entitled to sue the Customer at any other court having statutory jurisdiction.

11.4 The sales contract shall be interpreted in accordance with the Incoterms in the edition in effect at the time of conclusion of the sales contract, unless the provisions of these General Terms do not stipulate otherwise and the parties have not expressly agreed otherwise.

11.5 The contractual relationship of the parties shall be subject to the laws of the Federal Republic of Germany under exclusion of the provisions of the UN Convention on Contracts on the International Sale of Goods (CISG).

Stand: 13 July 2008