

**1. Exclusive Application**

These General Terms of Sales and Delivery ("Terms") apply to all our sales and deliveries provided we have not explicitly agreed otherwise in writing (under these Terms, telefax and email shall be deemed to be "in writing"). Customers' terms of procurement shall apply to our sales only, if and insofar we have explicitly agreed upon them in writing.

**2. Bids and Bids' Documentation, Conclusion of Sales Agreements**

All our bids are provided in conjunction with and are based on and submit to these Terms. Customers' orders shall always be confirmed by us in writing, such confirmation containing information about quantity, specification, time of delivery, price and the reference to the applicability to these Terms (hereinafter "CONFIRMATION"). These Terms shall be an exhibit to the CONFIRMATION.

Based on the CONFIRMATION and these Terms, the sales agreement shall be deemed to become effective, if the Customer does not object in writing to the CONFIRMATION immediately after its receipt. Without such objection the Customer accepts the applicability of these Terms on the sales agreement and the delivery of the goods ordered and any further delivery effectuated by us.

Prior to CONFIRMATION all our bids shall remain subject to change. Pricelists may be changed at any time without prior notice.

Graphical illustrations, calculations, descriptions, and the like remain our property. If such documentation is marked "CONFIDENTIAL", it shall not be disclosed to any third party.

**3. Prices, Terms of Settlement, Packaging**

Our prices are pure "net" prices including one way packaging. Statutory VAT shall be charged additionally.

Settlement shall be due without any discount within 30 days after the date printed on the invoice. In case of default in payment, we shall be entitled to charge interest at a rate of 4% above the Swiss National Bank's discount rate.

The Customer may set off its counterclaims against our claims only if its counterclaims have become res judicata.

We do not take back any one way packaging.

**4. Time of Delivery**

Time of delivery shall be set forth in the CONFIRMATION. Time of delivery shall be extended by the time necessary to clarify technical questions.

Should there be a delay due to our own fault, the Customer may claim a reduction of 1% of the net purchasing value per week of delay subject to credibly shown damages. The total reduction shall be limited to 5% of the net purchasing value.

**5. Conditions of Delivery**

We shall deliver FCA factory Zeochem, 8707 Uetikon, Switzerland, according to Incoterms 2010, free carrier, loaded on the means of transport provided by Customer. Transport and insurance shall be organized by Customer on its own cost. Use and risk shall pass to the Customer by the carrier taking over the goods.

**6. Examination and Notice of Non-Conformity**

The Customer shall examine the goods after receipt and shall immediately inform us about defects in writing ("Notice of Non-Conformity"). Lacking notice of non-conformity within ten business days after handing over of the goods to the carrier, the goods shall be deemed to be accepted by the Customer.

**7. Warranty**

We represent and warrant that the goods shall meet the agreed upon specifications.

The goods shall be deemed to be defective only if they deviate from the agreed upon specifications and if and insofar, by that, the merchantability is impaired, and provided further that the goods, after having been taken over, have not been altered through assembly, processing or in any other way.

In case the goods are defective as set forth above we are entitled, upon our own discretion, to either correct the defects or to deliver goods in replacement. If we are not prepared or not able to do so within a reasonable period of time, the Customer shall be entitled to rescind the sales agreement ("Wandelung") or to claim a price reduction ("Minderung").

The Customer shall not have any other claim. We shall be liable for damages to the goods only and only if the damages have occurred by our fault. Especially, we shall not be liable for loss of profit or any other financial damages.

The warranty obligation shall be time barred after twelve months since handing over the goods to the Customer or to a third party designated by the Customer.

**8. Limitation of Liability**

Subject to sections 4 and 7 hereinabove, and further subject to the mandatory provisions of product liability, all liability for damages and/or compensation for personal suffering shall be excluded.

The exclusion or limitation of our liability shall also apply to the benefit of our employees, associates and representatives.

**9. Export Control**

The Customer shall adhere to all applicable export control and foreign trade regulations when exporting products, technology and software purchased or received free of charge from us.

The Customer shall not use such products, technologies and software for construction, development, production or utilization of nuclear, chemical, biological or other warfare and shall not deliver them to third parties about whom he knows or must presume that they could supply the products for such utilization.

The Customer shall disclose the end-user upon our request (particularly for trading transactions).

**10. Applicable Law and Jurisdiction**

Swiss law shall be applicable to our sales agreements. The application of the "Vienna Sales Convention" shall be excluded.

The regular courts of Zurich shall have jurisdiction. We reserve the right to file a claim at the Customer's or its branch' site.