

**I. Exclusive validity of our conditions of sale**

All of our quotations and tenders are based on our General Conditions of Sale. We accept purchase orders exclusively on these terms. General terms and conditions of the Buyer or provisions of the Buyer or agreements which deviate from our General Conditions of Sale shall be binding on us only if we expressly recognise them in writing. By placing an order or accepting work or services the Buyer recognises the validity of our General Conditions of Sale not only for the business transaction in question, but also for all future business transactions without any further notice necessary.

**II. Area of application**

Our General Conditions of Sale shall apply only to legal transactions with entrepreneurs in the sense of the German Civil Code.

**III. Quotation, Purchase Order and Purchase Order Confirmation**

1. The relevant basis for the legal relationship between us and the Buyer shall be the purchase contract concluded in writing by order and confirmation of order, including these General Conditions of Sale. If a framework supply contract has been concluded in writing, this shall prevail.
2. None of the quotations issued by us shall be binding and the price stated therein shall remain valid for a maximum period of thirty (30) days calculated from the date of the quotation, unless a longer period is provided in the quotation. Technical specifications, dimensions, designs, drawings, illustrations, catalogues, usage statistics, weights etc. used by us in a quotation are drawn up by us to the best of our ability, but do not bind us unless expressly agreed to in writing.
3. Any property rights and copyrights in illustrations, drawings, calculations or other documents, made accessible to the Buyer or a third party named by the Buyer, belong to us. The documents mentioned above may not be made accessible to any third party without our prior written consent.
4. We shall be free at our sole discretion to accept or refuse Buyers' purchase orders, unless otherwise contractually agreed.

**IV. Delivery**

1. As soon as the goods leave our works or our sales warehouse or are made available to the Buyer ready for shipping in a manner establishing default in acceptance, all risks, including the transport risk, shall pass to the Buyer.
2. Periods and deadlines agreed upon for our services and work shall only be deemed to be binding, if they are expressly designated as such by us. The delivery period is calculated from our purchase order confirmation or, in case it has been agreed that Buyer shall make a deposit, prepayment and/or shall pay a security, from the date we have received the relevant payment from the Buyer. A delivery period or a delivery date shall be deemed to have been adhered to, if the goods have left our works or our sales warehouse by the expiry of the period. If the goods can or shall not be delivered, the announcement of our willingness to deliver until the expiry of the deadline shall be sufficient.
3. Force majeure, i.e. obstructions for which we are not responsible and which are beyond our control such as operational interruptions, delays in the supply of substantial raw materials, consumables and supplies, natural catastrophes such as floods, earthquakes, hurricanes, tornados; terrorism, war, mobilisation, fire, strike and lockout and suchlike shall exempt the parties, for the duration of such force majeure and to the extent of its consequences, from the obligation to deliver. If the delivery period agreed upon is exceeded by more than two months owing to force majeure, the Buyer and the Seller shall be entitled to cancel the part of the contract not performed.
4. The Buyer must, if the delivery period is exceeded, set a reasonable extension of the period in writing. If we have not performed the work or service within this additional period, the Buyer shall be entitled to cancel the contract.
5. We shall be entitled to effect part deliveries and to invoice each part delivery in itself, as far as a part delivery is tolerable for the Buyer.
6. The re-sale of the goods delivered without the original packaging is not permitted if this triggers the risk that the goods are damaged or destroyed or can no longer be used as originally intended.
7. Seller reserves the right to deliver against any order an excess or deficiency of up to 10 % of the quantity ordered to the extent that such a deviation is usual in the trade and owing to production reasons. The quantity actually delivered will be invoiced.

**V. Payment**

1. Besides the prices agreed, the Buyer must pay the statutory value-added or turnover tax at the currently applicable rate.
2. Unless otherwise stated in the purchase order confirmation or the framework supply contract, payment shall be made by Buyer within 30 days from the invoice date into our bank account stated on the invoice.
3. Retention of due payments or offsetting shall be possible only on the basis of claims of the Buyer which are the subject of non-appealable court decisions or have been recognised by us in writing.
4. Unless otherwise agreed, all costs arising in connection with the contract in the country of the Buyer including fees and taxes shall be borne by the Buyer.
5. If, after the conclusion of the contract, circumstances come to our knowledge which appear to make the credit worthiness of the Buyer doubtful and seem to jeopardise the payment of our receivables resulting from the individual purchase contract (including such resulting from other purchase contracts for which the same framework supply contract applies), we shall be entitled, at our discretion, to demand cash in advance or provision of securities for the performance of outstanding services or work. This shall not affect the rights of the Buyer according to V.3.
6. In case of late payment by Buyer, Buyer shall, without prejudice to any other right of Seller, be liable to pay interest at a yearly rate of 8 percentage points in excess of the basic interest rate (Euribor).

**VI. Retention of title**

1. The goods supplied by us shall remain our property up to the complete settlement of all of our receivables from the reciprocal business relationship including any possible current account balance. The goods as well as the goods replacing them and being covered by the retention of title according to this clause shall hereinafter be referred to as reserved goods. The reserved goods must not be pledged to others or transferred as security. In case of pledge or seizure of the reserved goods by third parties, the Buyer has to notify us in writing without undue delay and to provide us with all information and documents required to protect our rights. The executive officer or third parties have to be made aware of our property rights. The Buyer shall bear all costs arising from the revocation of seizure and recovery of the goods, unless these costs are recoverable from third parties. The Buyer must not sell the reserved goods in unprocessed condition without our prior written consent.
2. If the Seller loses its property in the reserved goods because the goods are processed or modified by the Buyer, the Buyer already now declares that the ownership or co-ownership in the newly created product shall be transferred to the Seller in the ratio of the value of the reserved goods to one of the newly created item. The handover of the item to the Seller is already now replaced by the anticipated agreement that the Buyer shall keep the item for the Seller like a borrower or if the Buyer does not possess the item, the handover shall be replaced by the assignment of the Buyer's claim of replevin against the possessor. If the reserved goods are combined or inseparably mixed with other goods to form a single item and if one of the other items has to be deemed the main item, the Buyer shall assign co-ownership in its item, if this is the main item, to us in the aforementioned ratio. The ownership or co-ownership arising for us is to be treated legally like the original goods. Furthermore, the reserved goods are also to be treated with care and to be kept in safe custody for us by the Buyer free of charge.

3. If the Buyer, despite default, does not pay or if there is a risk that the Buyer becomes insolvent, the Buyer must, at our request, surrender the reserved goods for our free disposal. The request for taking back of the reserved goods constitutes the cancellation of the contract by the Seller.

4. All receivables of the Buyer from re-sale of reserved goods shall already pass to us upon the conclusion of the transaction of sale, in case of co-ownership to the corresponding ratio of co-ownership. This shall apply irrespective of whether the goods are sold to one or to several customers. The Buyer may collect the receivables assigned. We can revoke this authority, if the Buyer is in delay of payment or if circumstances come to our knowledge which make our rights appear threatened.

5. We undertake, at the request of the Buyer, to release the securities (goods and accounts receivable) at our discretion, if their value exceeds the claims to be secured by more than 20 %. Their realisable value (securing value) is decisive for the valuation of the securities.

6. If our retention of title is invalid in the country where the reserved goods are located, the Buyer shall be obliged to grant to us without delay security for the items supplied or any other security for our accounts receivable which will be effective according to the law applicable in each case and come as close as possible to the retention of title according to German law.

7. The Buyer shall be obliged to insure the reserved goods at its own expense with the due care and diligence of a prudent businessman, in particular against damage resulting from fire, water and theft, and on request to provide evidence to the effect that this insurance has been taken out. The Buyer already now assigns to us its claims under this insurance by way of security.

**VII. INCOTERMS**

With regard to the fulfilment of this purchase contract and the framework supply contract, the Incoterms® 2010 of the International Chamber of Commerce shall apply.

**VIII. Claims concerning defects**

1. Notices of defects must be sent in writing at the latest within 30 days of receipt of the goods – in the case of hidden defects without delay after their discovery – stating the invoice number and date and the packaging unit.
2. In the case of justified notices of defects sent in good time, the Buyer shall have a claim for adequate reduction of the purchase price, in form of a credit note, or it can claim repair of the defect or supply of a replacement without defects while it shall be our option to choose the remedy. In the event of repair of the defect we shall be obliged to bear all expenses required for the repair, in particular all costs of transport, travel, work and material, unless these are increased by the fact that the goods were removed to another place than the place of delivery. In the event of a failure in delivery of replacement the Buyer shall have the choice between repeat delivery of a replacement, reasonable reduction of the price or returning of the goods after the refunding of the purchase price. Defects in one part of our performance shall not entitle the Buyer to complain about the performance as a whole.
3. If the Buyer wishes to further process the goods despite identifiable defects, it shall send us samples of the goods complained about and shall give us an opportunity to make comments in good time prior to this.
4. Claims of the Buyer based on defects shall lapse 12 months after the delivery of the goods according to the statute of limitations.
5. Our warranties shall expire, if the goods are modified by the Buyer or third parties in an improper way without our prior consent in writing. Moreover, our warranties shall expire, if the Buyer does not follow our instructions for process.

**IX. Liability**

1. Unless otherwise specified in these General Conditions of Sale we shall – irrespective of the legal basis – only be liable for damage due to the breach of contractual and non-contractual obligations, or during the initiation of the purchase order for intent or gross negligence on our part, including our legal representatives or vicarious agents, and in the event of culpable breaches of material contractual duties ("Wesentliche Vertragspflichten"). In the event of culpable breaches of material contractual duties – except in cases of intent or gross negligence on our part, including our legal representatives or vicarious agents – we shall only be liable for contractually foreseeable and typical damage. For the purposes of this contract the material contractual duties shall be those which are necessary for the performance of the contract and which the Buyer may duly rely on.
2. Any further liability on the part of the Seller is excluded. The limitation or exclusion of liability also applies with regard to our employees, legal representatives, and vicarious agents.
3. The limitation of liability herein shall not apply in the event damage to life, body or health is culpably caused, in cases of guarantees or to claims under the German Product Liability Act.
4. In cases where goods are designed and delivered according to drawings or other instructions given by the Buyer, the Buyer shall indemnify us against all our losses arising from performing the contract in breach of any intellectual property rights or other rights of third parties due to Buyer's instructions.
5. Unless otherwise agreed, technical advice to the Buyer with respect to the processing or treatment of the goods is no contractual obligation. We do not assume any liability for giving any advice with respect to the processing or treatment of the goods or for omitting to do so.

**X. Decorative and packaging material**

If decorative and packaging material which remains our property is not returned by the Buyer within a time limit to be determined by us, on the terms and conditions agreed and in a state capable of being used we shall be entitled to invoice the Buyer for the replacement price and to demand immediate payment for it. If the Buyer provides evidence of damage considerably below the replacement price, only this is to be refunded.

**XI. Marks and signs**

1. Marks and signs under which the goods are supplied must not be used for the products produced therefrom without our prior written consent. If we have given our written consent to the Buyer, the Buyer shall each time it uses the mark or sign have to expressly make a reference in accordance with the conditions agreed upon to the fact that this mark or sign has been registered for us.
2. If there is no separate agreement on the conditions of use of the marks and signs, the Buyer shall in each case be obliged to use the mark or sign together with the ® sign and the indication that the mark or sign has been registered for Membrana.

**XII. Other provisions**

1. The individual purchase contract and the framework supply contract shall be subject to German law. The application of the Convention of the United Nations of 11 April 1980 concerning contracts on international purchase of goods shall be excluded.
2. The exclusive venue for all disputes about and resulting from the contract shall be Wuppertal. We shall, however, also have the right to sue the Buyer at its business seat.
3. Place of fulfillment shall be Wuppertal.
4. Amendments and additions to these General Conditions of Sale shall have to be made in writing in order to be valid. This shall also apply to this written form requirement.
5. Should any provision of this contract be or become invalid, or should a lacuna be found in this contract, the validity of the remaining provisions shall not be affected by this.
6. In place of the invalid provisions or in order to fill the lacuna a reasonable provision shall be inserted which, as far as legally possible, comes as close as possible to what the parties concluding the contract wanted or would have wanted according to the sense and purpose of the contract, if they had considered the point.