

General terms and conditions of sale and delivery
Claus Nitsche & Sohn GmbH

The purchaser recognises the following terms and conditions of sale and delivery (GTC) as binding unless diverging conditions have been specifically agreed in writing. These general terms and conditions of sale and delivery are deemed to have been accepted at the latest upon the receipt of goods. Contradictory or diverging conditions of purchase of the purchaser are strictly opposed.

1. Terms of payment and default Prices are ex works excluding VAT, subject to change, excluding any possible further taxes, surcharges, import and export charges and custom duties, payable following receipt of invoice. Setoffs with counterclaims are only permitted with undisputed, recognised or legally binding claims. C.N. may anytime assign receivables to a third party. In case of purchaser's default, C.N. may declare all open payments due and payable with immediate effect.

2. Complaints and warranties Complaints are only considered if asserted promptly, at the latest within 7 calendar days following receipt of goods and prior to any processing provided a sample is remitted. In case of hidden defects written notice shall be given within 21 calendar days after receipt. The purchaser is obliged to test the applicability before further processing the goods received. In case of a defect substitute goods are delivered or the purchase price is refunded at the discretion of C.N.. The statutory period of limitation for the warranty of defects is limited to one year.

3. Liability for compensation Except for cases of deliberate action and gross negligence, C.N. shall not be held liable for any contractual or lawful damage, on which legal basis ever. This exclusion of liability also applies to any personal liability of C.N.'s legal representatives, employees and other persons acting on C.N.'s behalf. In case C.N. should be held liable due to negligent violation of a fundamental contractual obligation, liability is limited to a foreseeable, typically occurring damage, and in this event C.N. is especially not liable for loss of profit of the purchaser and unforeseeable indirect consequential damage. As far as legally admissible the extent of liability is limited to the fivefold value of the invoice per claim. The period of limitation for any claim arising from C.N.'s liability is one year after the delivery of the goods.

4. Packaging Unless stated otherwise on the invoice the packaging is non-returnable. Loan packaging must be returned within six weeks in good, reusable and clean condition freight pre-paid to the C.N. works from which the goods were delivered; otherwise the packaging is deemed to have been accepted by the purchaser at cost price. Along with returned packaging Delivery Note number or invoice number shall be quoted.

5. Retention of title The goods delivered remain the property of C.N. until complete payment of the purchase price. In case of processing or intermixture with other goods C.N. acquires an appropriate part-ownership of the processed or intermixed goods. The purchaser already assigns all demands to C.N. accrued from the resale of these goods to his customers in the amount of the outstanding purchase price. Detailed reference is made to the conditions set out under § 21 VDC terms, see paragraph No.11 below.

6. Dispatch The dispatch of goods is effected at the risk of the purchaser. An insurance is only effected by C.N. at the explicit request of the purchaser. The purchaser carries the costs incurred thereby. In case of delay in dispatch following request of the purchaser or through his fault the purchaser carries the costs and risk of storage of the goods. The announcement of readiness of dispatch by C.N. shall be equivalent to dispatch.

7. Force Majeure In case of force majeure C.N. is exempted from the commitment of delivery for the duration of the disturbance. Same applies for unforeseeable circumstances arising through no fault of C.N. which delay or prevent delivery of C.N.'s suppliers. In this case C.N. reserves the right of cancellation.

8. Miscellaneous provisions The purchaser solely is responsible for the use of C.N.'s products. In the event the use of the products for including without limitation cosmetic and pharmaceutical preparations, food and consumables or animal feed is subject to legal regulations, the purchaser solely is responsible for the adherence thereof. There is no contractual information duty on the side of C.N. Claims and statements including product specifications shall be deemed descriptive, solely

serving the purpose to inform the purchaser, and shall not be deemed a warrant of quality or property ,and shall not allow any claim against C.N.

9. Place of performance and place of jurisdiction Place of performance and exclusive place of jurisdiction is Hamburg. The laws of the Federal Republic of Germany shall apply, under exclusion of UNCITRAL.

10. Severability Alterations or additions to the contract shall be made in writing. E-mail or fax transmissions shall be sufficient to comply with such written form. Should any provision of these General Conditions be or become invalid or ineffective the remaining provisions hereof shall be valid. In such case the contracting parties agree to replace the invalid provision by a valid provision which most closely corresponds to the economic purpose of the invalid provision.

11. Final provisions In a supplementary manner, the General Terms and Conditions of the Drugs and Chemicals Association (VDC Terms, version June 1997) shall apply.

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