

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Applicable Conditions and Scope of Application

1.1 Unless otherwise expressly agreed upon in writing, our goods and services are exclusively subject to the following General Terms and Conditions. These General Terms and Conditions also apply to all further transactions, even if, in the course of further orders, we do not explicitly refer to them, particularly in the case of orders by telephone. The acceptance of the goods delivered by us or the acceptance of the performance rendered by us is in any case regarded as acknowledgement of these General Terms and Conditions of Sale and Delivery.

1.2 Any conditions of the Customer shall only apply if and to the extent to which we have expressly consented thereto in writing.

2. Information and Advise

Information and advise with respect to our products is given on the basis of our experiences to date. The data provided herewith, in particular with respect to the possible uses of our products, are merely averages. No obligation is undertaken with respect to the exact adherence to the data or possible uses. If a Customer is, however, entitled to compensation clause 7 shall exclusively apply.

3. Conclusion and Content of the Delivery Contract

3.1 Our offers are not binding. A valid and binding contract shall be concluded only upon either our written confirmation of the Customer's order, or where no such confirmation is given, the delivery of the goods. The final terms of the contract shall be determined by our written confirmation; in case of delivery without prior confirmation, our invoice shall be deemed as being such written confirmation. Oral statements and statements made by our employees, shall in any event not be binding.

3.2 All information about our products, in particular illustrations and drawings, quality, amount, weight, measure and performance details contained in our offers and printed material are merely approximate and are not quality descriptions. Particularly with respect to the weight and amount details account must be taken of the partially natural attributes of our products. To the extent that no boundaries for permissible deviations are set out in the order confirmation and there are no Customer specifications which have been expressly agreed, then deviations common to the field are permissible. The composition, suitability, qualifications and function of our products are exclusively determined by our specifications. Public statement, laudations or advertising by third parties do not represent quality descriptions.

3.3 For ascertaining which amounts or measures have actually been delivered by us the data given by us on dispatch of the goods shall generally apply.

3.4 Guarantees regarding qualities or shelf life must be expressly declared as such in the order confirmation. If patterns and samples are delivered, their qualities are not guaranteed unless it is otherwise expressly determined in the order confirmation. The same applies to details of analyses.

4. Delivery and Passing of Risk

4.1 In respect of delivery time limits and deadlines which are not expressly listed as fixed in the order confirmation but are merely approximate, the Customer may set a reasonable deadline for the delivery two (2) weeks after expiry of these delivery time limits and deadlines. We shall only be in delay after expiry of this second deadline.

4.2 In the event of delay or impossibility of performance we are only liable for compensation claims under the provisions of clause 7.

4.3 In cases of force majeure, for example operational disturbances, delay in transportation, industrial disputes such as strikes and lock-outs as well as non-delivery, incorrect or delayed delivery by our own suppliers, irrespective of its cause (reservation of self-supply), and in any other case of impeded performance for which we are not responsible, we shall be entitled to extend the delivery period for the duration of the obstruction and some reasonable time thereafter. If it is foreseeable that the inability to perform will be of a permanent nature, we are entitled to refuse the delivery completely or in part.

4.4 We are entitled to make partial deliveries. Place of delivery is always Hamburg.

4.5 If delivery on call is agreed the call must be made, so long as it is not otherwise agreed in writing, within three months after conclusion of the contract. If the delivery call is not made within the time limit clause 4.7 shall apply accordingly.

4.6 All sales are made from the warehouse in Hamburg/Mohnsen. If the Customer is a commercial businessman, shipment and transportation shall be made at the Customer's risk. The risk, also in partial deliveries, shall pass to the Customer as soon as the consignment is either handed over to the carrier, independent of the fact whether this concerns someone belonging to our company or a third party, or has left our warehouse for the purpose of shipment, unless clause 4.7 below applies. If the Customer is a consumer, risk shall pass to the Customer when the goods are handed over to him, unless clause 4.7 below applies.

4.7 If the Customer refuses acceptance of the goods or if shipment is delayed for reasons for which the Customer is responsible, the risk shall pass when his default in acceptance commences. Any storage costs incurred after the risk has passed shall be payable by the Customer. We are entitled to charge either a lump-sum of 0.5 % of the invoiced amount per month as storage costs or the damage actually suffered, unless the Customer proves lesser damage. In addition, we are entitled to fix a final period of 14 days and to rescind the contract and/or claim damages instead of fulfillment if this period lapses without acceptance of the goods by the Customer.

5. Price, Payments

5.1 Any statutory value added tax has to be added to all our prices.

5.2 All shipping costs shall be borne by the Customer insofar as nothing to the contrary is agreed in writing. The freight tariffs, customs rates and other shipping charges on the day of delivery are determinative.

5.3 If the prices of our suppliers, freights and/or public duties increase between order and delivery of the goods and if as a result our demonstrable expenditure changes, we are entitled to raise our prices immediately. With respect to Customers who are

consumers this only applies if the delivery of goods is to be made more than four (4) months after the order has been placed.

5.4 The Customer is not entitled to set off any claims we may have against him against any claims he may have against us or claim any right of retention unless the claim against us or the right of retention has been accepted by us in writing or has been determined res judicate.

5.5 The purchase price must be paid at the latest within 14 days after the invoice date. Discounts or other deductions shall not be granted.

5.6 If the Customer exceeds time limits for payments due, we are entitled to claim default interest on all sums due from consumers at 5 % p.a. above the actual base rate, and 8 % p.a. above the base rate on all sums due from commercial businessmen, unless a higher or lower damage is proven.

5.7 All amounts payable to us become due immediately if the Customer does not comply with his contractual obligations regardless of the duration of any bill of exchange we may have accepted as conditional payment. In the event of delay in payment, bill of exchange protest or suspension of payments by the Customer we are entitled to demand immediate payment of all our claims, including claims of circulating bills of exchange, regardless of any due dates agreed upon. This shall also apply in the event that circumstances become known to us which give reason to justifiably doubt the Customer's ability to pay or its creditworthiness, even if these circumstances existed at the time the order was placed, but were not known or should have been known by us at that time. In all mentioned cases we shall be entitled to only make outstanding deliveries against advance payment or the provision of security, and if no advance payment is made or security granted within a two week period, to rescind the contract without fixing any further time period for compliance. Further claims remain unaffected.

5.8 The Customer is not entitled to assign any rights or claims it may have arising from this contract to third parties without our consent.

6. Retention of Title

6.1 All goods delivered shall remain our property ("retained goods") until all existing claims and - insofar as the Customer is a commercial businessman - claims arising after conclusion of the contract have been settled.

6.2 Treatment and processing of the retained goods by us as manufacturer in the sense of sec. 950 of the German Civil Code ("Bürgerliches Gesetzbuch") does not give rise to any obligation on our part. Treated and processed goods are deemed to be retained goods according to clause 6.1. If the retained goods are treated, processed, connected or mingled by the Customer with goods of a different origin to make a new item or mixed stock, we are entitled, as joint owners thereto, to the proportion of the invoice value of the retained goods at the time of delivery to the value of the other processed or mingled goods. The part of the goods that is jointly owned shall be deemed to be retained goods according to clause 6.1.

6.3 If the retained goods are connected with other item and an item belonging to the Customer is deemed to be the principle item in the sense of sec. 947 of the German Civil Code ("Bürgerliches Gesetzbuch") it is hereby agreed that a jointly owned part in the proportion of the invoice value of the retained goods to the value of the principle item passes over to us, and the purchaser shall keep the item safe for us without any payment therefor. The jointly owned portion is deemed to be retained goods according to clause 6.1.

6.4 The Customer must keep the retained goods safe for us. On request it is possible for us at any time to take an inventory of the stock at its storage location and to comprehensively mark it. The Customer must immediately inform us of any seizures or other adverse effects on our rights by third parties by giving us all the necessary details to enable us to oppose them with all legal means.

6.5 The Customer is only entitled to dispose of the reserved goods in the usual course of business, under its normal conditions and with agreement to a retention of title of the scope claimed by us if it is ensured that its claims from re-sale under clauses 6.6 to 6.8 are passed to us.

6.6 The Customer hereby assigns the claims arising out of the re-sale of the retained goods, even within the scope of contracts for work or contracts for the delivery of work, to us together with all ancillary rights. They serve to the same extent as our security for the retained goods. The Customer is only entitled to assign the claims to third parties with our prior written consent.

6.7 If the Customer disposes of the retained goods together with other goods not delivered by us, then the assignment of the claims arising from the re-sale shall only apply to the extent of the invoice value of our retained goods at the time of the delivery. On the disposal of goods in which we have joint ownership under clause 6.2 or 6.3 the assignment of the claims applies to the amount of the portion of the joint property.

6.8 If the assigned claims are taken up in a current account, then the Customer hereby assigns the part of the balance corresponding to the amount of this claim including the final balance from the current account to us.

6.9 The Customer is entitled to collect claims arising from the re-sale under clause 6.5 to 6.7 until such time as this right is revoked.

If the Customer does not fulfil his obligations under this or any other contract entered into with us, or if circumstances reducing its creditworthiness become known to us,

-we may prohibit the disposal, treatment and processing of the retained goods as well as their mingling or connection with other goods;

-we are entitled to rescind the contract; in this event, the Customer's right of possession of the retained goods terminates and we are entitled to demand surrender of the retained goods; we are then entitled to enter the Customer's business premises and take possession of the retained goods at the expense of the Customer and without prejudice to the Customer's payment obligations and other duties, sell it by private sale or public auction at the highest price possible; after deduction of the costs incurred the proceeds shall be set off against the Customer's liabilities; any remaining surplus shall be paid to the Customer;

-upon request the Customer shall provide us with the names of the debtors of all claims assigned to us to enable us to disclose the assignments and collect the claims; all payments to which we are entitled as a result of the assignments are to be forwarded to

us immediately upon receipt if and as soon as our claims against the Customer become due;

-we are entitled to revoke the Customer's right to collect the claims.

6.11 If the value of the security to which we are entitled exceeds the total amount of the claims by more than 20 % we are obliged on request of the customer to release securities of our choice.

7.Warranty, Liability

7.1The Customer shall carefully examine the goods immediately upon receipt at the place of destination, even if models or samples were delivered in advance. The goods are to be particularly examined with respect to their weight, number of pieces and external quality. In the event that tins, boxes, cartons or other containers were delivered, sample checks are to be made. The delivery shall be deemed to have been accepted if notification of any defect has not been made within seven (7) days after receipt of the goods at the place of destination or, in the case of hidden defects, within seven (7) days after the defect was discovered, in each case received by us in writing or by fax with an exact description of the defect. Defects must always be notified to us directly. A complaint to our commercial representative, broker or agent is not sufficient.

7.2Any damages to goods in transit have to be notified immediately to the forwarding agent; the notification obligations pursuant to the German General Conditions for Forwarders ("Allgemeine Deutsche Speditionsbedingungen") shall apply.

7.3If a notification of defects is justified and has been made in due time we shall subsequently perform through remedying the defect or replacing the delivered goods according to our choice insofar as the Customer is a commercial businessman. If the Customer is a consumer, he shall decide whether our subsequent performance shall be fulfilled through remedying the defect or replacing the goods. We are, however, entitled to refuse the chosen subsequent performance if such performance can only be rendered at unreasonable expense and the other way of subsequent performance is still available to the Customer without any substantial disadvantage to him.

7.4If remedying the defect or replacement of the goods does not finally remedy the defect, the Customer may reduce the price or rescind the contract. In the case of immaterial defects, the Customer is not entitled to rescission of contract. If the Customer chooses rescission of contract after such unsuccessful subsequent performance, he is not entitled to any additional damage compensation.

7.5The warranty for our goods is exclusively contained in the above provisions. In particular we are liable exclusively under clauses 7.6 and 7.7 in respect of all the Customer's other rights to compensation due to or in connection with defective or lacking warranted qualities of the goods delivered, irrespective of their legal basis.

7.6For compensation claims based on culpable action, irrespective of their legal basis, e.g. delay, defective delivery, violation of contractual duties, violation of duties during contractual negotiations, tort, product liability (with the exception of liability under the German Product Liability Act ("Produkthaftungsgesetz")), we are only liable in the event of a wilful act or gross negligence. We are not liable for negligent conduct of a minor degree, unless the contractual purpose would thereby be substantially endangered. In any event, we are only liable for contractually typical and foreseeable damage. This restriction does not apply to culpable injuries suffered by the Customer to his life, body or health. Personal liability on the part of our statutory representatives, persons engaged in performance of our contractual obligations or employees for damage caused by them by negligent conduct of a minor degree is excluded.

7.7Warranty claims of a Customer who is a commercial businessman shall become time-barred one year after delivery of the goods. The same shall apply to the sale of used goods to consumers. In all other cases, warranty claims of consumers shall become time-barred two years after delivery of the goods. The Customer's further claims for damage shall become time-barred one year after delivery of the goods. This shall not apply where we can be accused of fraudulent intent.

7.8Agreements between the Customer and his customers beyond the statutory warranty claims shall have no effect to our disadvantage.

8.Applicable Law / Jurisdiction

8.1The relations between us and the Customer are governed by the laws of the Federal Republic of Germany. Neither the UN-treaty (CISG) nor any other existing or future bilateral or international treaty, even after its implementation into German law, shall be applicable.

8.2Place of jurisdiction for all disputes arising in connection with the contract shall be at our choice either Hamburg or the company seat of the Customer; for lawsuits filed by the Customer, Hamburg shall have exclusive jurisdiction. Any statutory provisions regarding exclusive jurisdiction remain unaffected. This jurisdiction clause does not apply to Customers who are not commercial businessmen.

9.Final Provisions

9.1Any alterations to and amendments of this contract, including this clause, must be in writing in order to be valid. This also applies to ancillary and supplemental agreements.

9.2Contracts with legal persons constituted under public law and public separate estates shall be treated as contracts with commercial businessmen.

9.3If a provision of this contract is or becomes partly or completely invalid, the remaining provisions of this contract shall not be affected by the invalidity of such provision. The invalid provision shall be replaced by a valid provision reflecting, in an economic respect, as closely as legally possible the objectives of the invalid provision. The same applies to possible gaps in this contract.

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