

General Terms and Conditions of ATP adhesive systems AG for Deliveries applicable to:

- 1.) a person, who carries out a commercial or professional transaction when entering into the contract (businessperson),
- 2.) legal entities under public law or special funds under public law.

Preamble

- 1.) All deliveries are subject to these terms and conditions and they are subject to any special contractual agreements. We, herewith expressly object to any of the Ordering Party's purchasing terms and conditions that differ therefrom. In addition, any different purchasing terms and conditions of the Ordering Party do not become part of the contractual contract even if the order was accepted.
- 2.) The Supplier retains ownership and intellectual property rights on samples, cost proposals, drawings, and similar tangible and intangible information including in electronic form; they may not be made accessible to third parties. The Supplier agrees not to provide any of the Ordering Party's information marked confidential and any of the Ordering Party's documents to third parties without the Ordering Party's express consent.
- 3.) Specifications and information stated in the general product documentation and price sheets, which are available in electronic and other form, are only binding if the contract refers to them specifically. The Supplier will not assume any liability that the product delivered is suitable for the purposes intended by the Ordering Party.
- 4.) Our employees provide recommendations and suggestions concerning the performance of our products based on practical experience only. These are non-binding. In particular, these are not specifications of the products' conditions and they do not release the Ordering Party from undertaking own inspections and tests. Furthermore, any public statements, promotions, or advertising do not constitute an indication as to the quality.

I. Conclusion of Contract, Scope of Delivery

- 1.) All offers are subject to change. In the absence of a special agreement, a contract becomes effective only upon our written confirmation. The same applies to additional agreements and other arrangements.
- 2.) Our written confirmation determines the scope of delivery. Any reference to DIN requirements is part of the specification but it does not constitute a warranty of characteristics in the sense of a guarantee. The acceptance of any such warranty requires an express written agreement in each individual case.

II. Pricing / Payment Terms

- 1.) The prices are "ex work" in the absence of special agreements and the prices refer to the products as specified in our product documents according to their corresponding product description.
- 2.) The amount of applicable statutory value-added-tax is added to all prices.
- 3.) Unless stated otherwise in our written order confirmation, the purchase price is due and payable net (without any discount) within 30 days from the date of the invoice. If the Ordering Party is with the payments in arrears, then the Supplier is entitled to charge interest in the amount charged by banks for financing, however, at least an interest rate of 8% points above the base lending rate from the date of default. Moreover, if the Ordering Party is in arrears with the payments, the Supplier can stop all of its own contractual obligations until receipt of payment upon written notification. If the Ordering Party is more than 3 months in arrears with satisfying payment obligations, then the Supplier is entitled to rescind the contract upon written notification of the Ordering Party. In addition, the Supplier can claim damages from the Ordering Party.
- 4.) The Ordering Party shall have the right to withhold payments or offset them with counterclaims only if these counterclaims are not disputed or determined by a court of law. In addition, the Ordering Party is only entitled to offset / retain payments provided the Ordering Party's claim is based on the same contractual relationship.
- 5.) Financial instruments, which can be discounted or are properly taxed, are accepted only in lieu of payment upon prior express agreement. Financial instruments and checks are credited subject to receipt of the funds minus any expenses and at the value of the date, when we are able to access the exchange value.
- 6.) ATP adhesive systems AG, CH-8832 Wollerau is entitled to cede and sell to the TARGO Commercial Finance AG, in Mainz, Germany, your claims resulting from deliveries and work done. In doing so, ATP adhesive systems AG, CH-8832 Wollerau is if necessary entitled to give the TARGO Commercial Finance AG, in Mainz, Germany, data that is protected by data protection law, such as customer master data.

III. Delivery Terms, Delay in Delivery

- 1.) The delivery date is stated in the agreements between the contractual parties. For the Supplier to meet these delivery dates, it requires that all business and technical questions are clarified between the contractual parties and that the Ordering Party has met all of the Ordering Party's obligations such as making a down payment, providing any agreed securities, and satisfying any additional preconditions.
- 2.) In addition, meeting the delivery dates is subject to us receiving the correct and timely delivery. If the Supplier can determine that it is not able to meet its obligation within the contractually stipulated deadlines, then the Supplier must promptly notify the Ordering Party in writing. This notification must include the reasons and if possible, it must include the estimated date of delivery. If the Supplier fails to notify the Ordering Party, then the Ordering Party is entitled to receive a reimbursement of the costs, which the Ordering Party incurs because of the circumstance that the Ordering Party was not notified.
- 3.) The delivery date is reasonably extended in the event of actions within the scope of work conflicts, in particular, strikes and lock-outs as well as in the event of unforeseeable hindrances beyond the intent of the Supplier, provided such hindrances impact significantly and verifiably the completion or shipment of the delivery item. The same shall apply, if sub-Suppliers suffer from such circumstances. The Supplier shall not be responsible for the aforementioned circumstances even if these occur after a delay in delivery has already commenced. The Ordering Party is to be notified promptly of the start and the end of such hindrances.
- 4.) If the Ordering Party suffers damages due to the delay, then the Ordering Party is entitled to request a lump-sum compensation for the delay. This compensation shall be 0.5% of the entire order amount for each full week of delay; however, the maximum amount of compensation shall not exceed 5% of the value of that part of the order that cannot be used in a timely manner or in accordance with the contract due to the delay.
- 5.) If after the due date and under consideration of the legal exemptions the Ordering Party grants the Supplier reasonable deadline to deliver and if the Supplier does not meet this deadline, then the Ordering Party is entitled to rescind the contract within the framework of the legal requirements.

There shall be no additional claims – irrespective of the conditions specified under LIABILITY.

- 6.) The delivery date is met if the delivery item has left the facility or if a notification of delivery readiness is sent. If acceptance is mandatory – with the exception of a justified refusal of acceptance – then the date of acceptance is decisive or alternatively the notice of acceptance readiness.
- 7.) If the Ordering Party causes a delay in shipment or acceptance of the delivery item, then the Ordering Party will be invoiced for any costs, which were incurred by the delay starting one month after the Ordering Party was notified of dispatch or acceptance readiness.
- 8.) If the Ordering Party defaults on acceptance or violates other duties to cooperate, then the Ordering Party is liable to compensate the Supplier for any damage incurred thereby including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the delivery is transferred to the Ordering Party at the time; the Ordering Party is in acceptance default.

IV. Transfer of Risk, Acceptance

Due to the lack of specific delivery clauses stipulated in the contract, the risk of the delivery item transfers to the Ordering Party at the time the delivery item is dispatched. The same applies to partial deliveries or in the event, the Supplier has assumed other services such as shipping costs or delivery and installation.

V. Warranty

The Supplier shall be liable within the scope of the warranty for material and legal defects with the exclusion of additional claims – subject to the regulations stipulated under LIABILITY – according to the following provision:

- 1.) After the delivery was accepted, the Supplier shall be liable for 12 months to rectify the item or deliver a replacement at its own discretion. If an obvious material defect is discovered, the Supplier must be notified in writing within 2 weeks from acceptance of the product. Otherwise, any claim for warranty shall be excluded. The deadline is maintained, if the notice was sent within a timely manner. The Ordering Party has the full proof of burden for all claim requirements, in particular, for the claim itself, the time of discovery, and the timeliness of the defect notification.
- 2.) The Supplier shall cover the costs directly incurred by the rectification or by the replacement shipment including the costs for the replacement item and the shipping costs, provided the complaint was justified.
- 3.) The Ordering Party is entitled to rescind the contract within the framework of the legal provisions, provided the Supplier fails to remedy the situation within a reasonable date set for rectification or replacement delivery of a material defect considering the legal exceptions. If the defect is insignificant, then the Ordering Party shall have only the right to a reduction in the contractual price. In all other cases, the right to reduce the contract price is excluded. Additional claims are determined by the LIABILITY CLAUSE, which is part of these terms and conditions.
- 4.) The following cases are specifically excluded from any warranty: unsuitable or improper use, defective assembly by the Ordering Party or third parties, normal wear and tear, incorrect or negligent use – provided it is not the Supplier's responsibility.
- 5.) The Supplier shall not be liable, if the defect is insignificant for the interest of the Ordering Party or if it is based on a circumstance, for which the Ordering Party is responsible.
- 6.) If either the Ordering Party or third party repairs the delivery item improperly repairs the delivery item, then the Supplier shall not be liable for the resulting consequences. The same shall apply, if the delivery item has been modified without prior consent.

VI. Liability

- 1.) The Ordering Party shall not have the right to assert any claims against the Supplier with respect to compensation over and above the claims granted in the above Terms and Conditions, in particular, no claims for production downtime, loss of profits, loss of use, loss of contract, or any other direct or indirect consequential damages even arising from any non-contractual liability or other rights in connection with the delivery regardless of the legal grounds, on which they may be based. However, the Supplier shall be liable for intentional acts, acts of gross negligence by the owner / the organizational bodies, or key employees, for negligent injury to life, body, health, and for defects that were fraudulently concealed or the absence of which was guaranteed, just as if the Supplier would be liable according to the product liability law for persons on privately used products.
- 2.) If the Supplier is responsible for the violation of significant contractual obligations, then the Supplier shall also be liable for the gross negligence of employees, who are not key employees, and for slight negligence for the damage reasonable, typical and foreseeable under this type of contract. Any additional claims are excluded.

VII. Retention of Ownership

- 1.) The Supplier shall retain ownership of the delivery item until all payments of the ongoing business transaction have been made in full. If the Ordering Party's conduct is in violation of the contract, in particular, in the event of payment default, then the Supplier is entitled to take back the delivery. If the Supplier takes back the delivery, it does not constitute a rescission of contract unless the Supplier sent a written notice of rescission. If the Supplier seizes the purchased item, it constitutes a rescission from the contract. In the event of taking back the delivery, the Supplier is entitled to the sale of the same. The proceeds from this sale are to be credited to the Ordering Party's liability minus any reasonable fees associated with this sale.
- 2.) The Ordering Party is obligated to treat the delivery item carefully. In particular, the Ordering Party is obligated to insure the delivery item at its own expense against such perils as fire, water, and theft for the replacement value.
- 3.) If the Ordering Party combines / mixes the delivery item with other goods that do not belong to the Supplier, then the Supplier, then the provisions of §§ 947, 948 BGB [German Civil Code] shall apply with the result that the co-ownership of the Supplier on the new item is now a conditional product in accordance with this provision.
- 4.) This conditional product can only be sold by the Ordering Party in standard business transactions provided retention of ownership is agreed with the Ordering Party's customer.
- 5.) The Supplier must be notified immediately of any third party enforcements or seizures of the conditional product. The Ordering Party shall be liable for any resulting costs of interventions.

VIII. Applicable Law, Jurisdiction

- 1.) Only the substantive law of the Supplier's country applies to all legal relationships between the Supplier and the Ordering Party. The United Nations Convention on Contracts for the International Sale of Goods (UN CISG) is excluded.
- 2.) Jurisdiction shall be with the competent court at the Supplier's place of business. However, the Supplier is entitled to file a legal action at the Ordering Party's location. To be subjected to an arbitration court of the International Chamber of Commerce requires the express contractual agreement.
- 3.) All agreements between the Supplier and the Ordering Party, which are made for the purpose of the execution of this contract, are subject to the written form.

IX. Storing Personal Information

We store personal information in compliance with the Data Protection Act.

X. Severability Clause

If individual provisions are or become ineffective, it does not affect the remaining provisions. In this event, the parties to the contract agree to cooperate in finding a regulation that comes closest to the economic intent of the ineffective business term and condition.

ATP, October 2011