

**These terms and conditions, which are considered fair and reasonable to both Seller and Buyer, are to apply to all purchases by Sicerma GmbH (hereinafter called “the Buyer”) unless the seller specifically states otherwise.**

- 1.) This purchase contract (“Agreement”) shall be governed in all respects by German Law.
- 2.) Should the Buyer default in paying promptly as and when due any sum which may be payable by the Buyer to the Seller and continue to do so for a period exceeding 21 days (whether under the Agreement or otherwise) or should the Buyer be made bankrupt or enter into liquidation or other insolvency procedure, including receivership, the Seller may by written notice to the buyer cancel the Agreement insofar as it remains unperformed and shall thereupon only be entitled to recover from the Buyer. The goods delivered shall in any event remain the property and in the ownership of the Seller until paid for in full.
- 3.) If the Buyer alleges that any goods (the subject of the Agreement) are not in accordance with the Agreement, written notice thereof shall be given to the Seller within 60 days of the date of invoice and thereafter the Buyer shall afford the Sellers all reasonable facilities for a proper investigation of the alleged defect or complaint by an independent firm to be agreed upon by the Seller and Buyer or failing such an agreement by the firm of GBA mbH, Gelsenkirchen. Failing such a notice within the period aforesaid, the goods shall be deemed to be in all respects in accordance with the terms of the Agreement.
- 4.) Should the Seller or their suppliers be prevented from effecting or the Buyer from accepting delivery of any of the goods at the time within the period provided for delivery of the goods by reason of war, strikes, lock-ups, trade disputes, breakdown, accident, shortage or interruption of means of transport, failure or delay of production by the producers or any other third party, laws, rules, regulations or acts of any governments, governmental agencies or local authorities, or any other cause whatsoever (whether or not of a like nature to those above specified), beyond the control of the party so prevented, (“force majeure”) the time for performance of the Agreement shall be extended for the period during which the force majeure continues to operate, provided that the party so prevented shall be obliged to deliver written proof from the competent local authority and/or the regional Chamber of Commerce that the circumstances giving rise to the force majeure do in fact exist. If the force majeure continues beyond a period of 90 days after such cause has arisen, either the Seller or the Buyer shall be entitled by notice in writing to the other to cancel the Agreement insofar as it remains unperformed or to cancel such part thereof as is or was remaining to be performed during the period in which such event of force majeure continues to operate.

- 5.) The conditions of Incoterms 2000 shall apply to the Agreement in so far as the provisions thereof are applicable to the nature and type of the transaction. In the event of any conflict as between the conditions herein contained and those set out in Incoterms 2000 then the express terms and conditions contained herein shall prevail.
  
- 6.) Salvatory clause: shall any part of the Agreement be considered not valid or changed in common understanding of the Seller and the Buyer after the date of conclusion all other parts will remain unchanged and the Agreement as such shall remain valid.
  
- 7.) Any dispute between the Buyer and the Seller in relation to any matter or thing arising under and/or pursuant to the Agreement shall be finally determined by arbitration between the parties in accordance with the rules and regulations for arbitrations of the Aachen, Chamber of Commerce, Germany.

DATE:

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SELLER

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Sicerma GmbH (Buyer)