

General Terms and Conditions of Business of inprotec AG

(Version: August, 01st 2012)

Section 1 General

(1) The following General Terms and Conditions of Business apply to all supplies and services (deliverables) performed by inprotec AG unless otherwise specifically agreed. Conflicting or deviating Terms and Conditions of Business of the Customer are herewith rejected unless inprotec AG has expressly agreed to them in writing in the specific case. The following General Terms and Conditions of Business also apply to all future business transactions with the Customer.

(2) The General Terms and Conditions of Business can be changed by inprotec AG provided that the Customer's interests are safeguarded. Adaptations and amendments of the General Terms and Conditions take effect at the beginning of the second month following the notification to the Customer. In this case, the Customer is entitled to extraordinary termination, which will be separately pointed out to him in the amendment notice. If this right is not made use of by the beginning of the second month following the notification, the amended General Terms and Conditions of Business will become an integral part of the contract.

(3) These General Terms and Conditions of Business only apply for entrepreneurs as defined by Section 310 (1) of the German Civil Code (BGB), public-law entities and public special funds.

Section 2 Services

The scope of services of inprotec AG covers experimental productions (laboratory and / or pilot and / or production tests), the manufacture of contract production products within the scope of an agreed manufacture in accordance with the Customer's specifications and the sale of sale products made to own specifications.

Section 3 Experimental productions

(1) The experimental productions (laboratory and / or pilot and / or production tests) serve the initial basic determination of the feasibility through determination of the production parameters, production costs and the manufacture of representative sample quantities with the subsequent objective of manufacturing contract production products. This involves a development service only, for which the Customer has to pay the agreed price.

(2) The parties agree that if inprotec AG is contracted for an experimental production, inprotec AG is only obliged to try to manufacture the end product desired by the Customer according to the specifications handed over by the Customer. inprotec AG owes only the implementation of the experiment in line with the technical code of practice. The parties agree that no success is owed in the case of an experimental production. It is particularly not possible to predict which quantity of the end product can be manufactured from the raw materials. The purpose of the experimental production is particularly to determine if inprotec AG is in a position to manufacture the end product desired by the Customer with the production process offered by inprotec AG and which quantities of which raw materials are needed.

(3) A laboratory test only involves an initial customised feasibility study in which a small sample quantity of usually 100g to 1kg of the raw material is processed under ideal laboratory conditions. This exclusively serves for the initial acquisition of information.

(4) A pilot test involves the manufacture of a quantity of usually 50kg to 2,000kg of representative product samples in a smaller-scale pilot facility compared to the subsequent production facility. This serves for a more exact determination of the large-volume production parameters and the calculation of the production costs to be expected in the production facility.

(5) A production test involves the experimental processing of a quantity of usually 5,000kg to 20,000kg of raw materials in the actual production facility. A production test is necessary to finally determine if the end product desired by the Customer can be manufactured in the production facility of inprotec AG.

Section 4 Contract Production

(1) Contract production products will be manufactured by inprotec AG in accordance with the agreed process steps / parameters; it is a custom-made production in each individual case.

(2) If a production in accordance with the agreed process steps / parameters is contracted without a prior experimental production having taken place, it is a production test as per Section 3 (1), (2), (5) (see above) and thus a service for which a success is not owed by inprotec AG.

(3) inprotec AG only gives a warranty (no guarantee) for a successful manufacture of a certain end product if it was contracted for an experimental production prior to the contract production and positively assessed the manufacturability of a specific end product having certain properties.

(4) Due to the fine adjustment of the production process, a loss of certain quantities of raw material cannot be avoided in contract production. inprotec

AG endeavours to keep such losses to a minimum. inprotec AG is not liable for losses incurred despite such endeavour.

Section 5 Sale Products

The transaction with so-called sale products is based on a contract of sale for products made by inprotec AG to own specifications.

Section 6 Offers and Conclusion of the Contract

(1) The contract is concluded by the Customer's purchase order (offer) and the order acknowledgement of inprotec AG (acceptance).

(2) The documents relevant for the offer, e.g. illustrations, drawings, weight/measure data are only applicable as approximations unless expressly specified as binding. All samples are non-binding type samples.

(3) inprotec AG reserves the ownership rights and copyrights to all illustrations, drawings, calculations and other documents; they must not be disclosed to any third party without the approval of inprotec AG. The copyright to these documents is deemed to have been agreed.

(4) inprotec AG expressly reserves the right of technical changes, errors, misprints and intermediate sale. Technical changes and changes in shape, colour and / or weight due to changes in the manufacturing process are reserved within a reasonable scope and if usual in commercial practice.

Section 7 Consultancies

If inprotec AG renders consultancy services, such is rendered to the best of its knowledge and belief. Information and consultancy on application-technological issues etc. are always non-binding. Data and information on suitability and application of the goods do not release the Customer from his obligation to conduct his own inspections and tests.

Section 8 Prices

(1) Unless otherwise agreed, the prices are ex works excluding freight, customs duty, ancillary import charges, packaging and excluding the statutory value-added tax as amended. The INCOTERMS 2000 apply.

(2) If there is a period of twelve weeks between contract conclusion and delivery and if inprotec AG changes its prices for the product to be delivered after this period but before delivery, it is entitled to charge the prices applicable on the delivery date. In the case of a price increase, the Buyer is entitled to rescind the contract within 14 days of the price increase notice unless the price increase is exclusively based on an increase in raw material prices of more than 5% or an increase in the freight rates. The right of rescission does not apply to long-term supply contracts (continuous obligations).

(3) The agreed prices for test products, contract production products and sale products include the filling into big bags. Additional costs will be invoiced by inprotec AG in the case of filling into special containers such as sacks.

Section 9 Product Quality, Samples, Specimen, Guarantees

(1) Unless otherwise agreed, the quality of the sale products is determined by the product specifications of inprotec AG.

(2) The properties of samples and specimen are only binding if such were expressly agreed as quality of the goods.

(3) Quality and durability guarantees or any other particulars are only guarantees if agreed and designated as such and include provisions in respect of contents, duration and spatial applicability.

Section 10 REACH

inprotec is, unless otherwise agreed by contract, a "downstream-user" according to the definition of REACH. The raw materials provided by the customer, as well as the resulting end-products are pre-registered/registered according to the REACH legislation by the customer and/or his pre-supplier.

The customer confirms that according to REACH Art. 33 not more than 0,1 mass percent of the substances of very high concern (SVHC) is used as international constitutional ingredient. inprotec is excluded from any liability related to the default of the customer and/or his pre-supplier.

Candidate list SVHC substances:

http://echa.europa.eu/chem_data/candidate_list_table_en.asp

Section 11 Raw Material / Goods Receiving Inspection / Damages

(1) After the binding placement of an experimental and / or contract production order, the Customer shall provide inprotec AG free of charge with the raw materials, the desired packaging material and labels required for the test or production at the Heitersheim factory [delivery address: Werk Heitersheim, Neuer Weg 1, 79423 Heitersheim, Germany] (or other address specified by inprotec AG if such is acceptable to the Customer) unless it was agreed by way of exception that inprotec AG shall order all or a part of the required raw material or packaging material itself. The aforementioned goods shall be delivered on DDP (= Delivered Duty Paid) basis, with the Customer bearing all costs and risks up to the aforementioned place of destination (Incoterm).

(2) The raw materials shall be received at the specified place of destination no earlier than seven calendar days prior to the agreed delivery date, and no later than this date.

(3) The Customer shall be responsible for the quality of the raw material and packaging made available by him or ordered on his behalf. The parties agree that a goods receiving inspection at inprotec AG shall be limited to a check of externally visible markings on the goods. On the basis of the external markings on the raw material and the visual inspection, inprotec AG will exclusively check the identity and quantity of the goods and check for externally visible damage or defect.

(4) A goods receiving inspection for the raw material made available by the Customer to determine if it is actually the required material and has the required properties is only possible by way of a chemical analysis at the laboratory. Such an analysis is not included in the agreed price for the experimental or contract production. Such an analysis in terms of the agreed parameters will only be made after express written order placement for such by the Customer; such an analysis will be separately invoiced and remunerated.

(5) In the case of a delay, interruption, prolongation or loss of production or experimental production due to a late delivery of the raw materials, the Customer is obliged to pay liquidated damages on top of the agreed remuneration for each day of delay, interruption or loss. The amount of the liquidated damages is based on the remuneration agreed for the experimental or contract production divided by the number of days agreed for the implementation of the experimental or contract production. The Customer is, however, expressly granted the right to prove that inprotec AG incurred no, or a lesser, loss. inprotec AG expressly reserves the right to prove and assert more expensive claims for damages.

(6) The aforementioned liquidated damages also apply for all other cases in which a delay, interruption, prolongation or loss of production is caused by the Customer, particularly in cases of wrong, contaminated or otherwise defective raw material deliveries.

(7) inprotec AG reserves the right to invoice at cost any incurred intermediate storage costs if the raw materials are delivered too early (more than seven days prior to the agreed delivery date, cf. (2)).

Section 12 Delivery / Fixed-Date Purchases / Transport / Procurement Risk

(1) inprotec AG endeavours to deliver as quickly as possible.

(2) inprotec AG does not assume a procurement risk. The delivery date promise is subject to the correct and timely receipt of goods from the suppliers of inprotec AG. This only applies if inprotec AG is not to blame for the non-delivery. If the goods are not available from the supplier of inprotec AG, inprotec AG will immediately notify the Customer thereof and reimburse the Customer for any remuneration already paid.

(3) inprotec AG is entitled to make part deliveries within limits reasonable and acceptable to the Customer. inprotec AG may invoice for part quantities immediately after delivery.

(4) The production facility of inprotec AG usually operates continuously on a three-shift basis because the orders are scheduled long-term and without interruption. In the event of a delay, interruption or loss of production, which is beyond the control of inprotec AG, and any subsequent order already queuing so that the timely completion of the delayed production is not possible, inprotec can choose whether it completes the order by the agreed point in time although the agreed quantity of raw material has not yet been processed or whether it fully finishes the order in which case, however, liquidated damages pursuant to Section 11 (5), (6) shall be payable if there are further delays.

(5) The product quantities originating from the experimental or contract production and any agreed samples will be filled into packaging agreed with the Customer (otherwise big bags), labelled and made available for collection on FCA (= free carrier, Incoterms) basis at the Heitersheim factory. The goods can also be delivered to the Customer on a carriage unpaid basis upon request.

Section 13 Collection / Acceptance / Inspection / Notice of Defects

(1) As soon as the end product is made available for collection / shipment at the factory of inprotec AG, the Customer will receive a message to this effect (completion notice) and have the opportunity of inspection and actually taking over possession.

(2) The Customer must collect the end products, or have them collected, at the agreed time but no later than within five days of the completion notice of inprotec AG. This also applies for unused raw materials, any intermediate products, product waste and empty packaging. Empty packaging includes for example, containers, drums, big bags, sacks, pallets, film/foil, cardboard packaging, etc. The aforementioned items can be delivered to the Customer on a carriage unpaid basis upon request.

(3) The risk of accidental loss and deterioration due to slight negligence passes to the Customer after expiry of five days following the completion notice.

(4) inprotec AG reserves the right to invoice at cost any intermediate storage costs incurred as a result of late collection of the raw materials (more than five days following the completion notice, cf. (2)).

(5) Notice of defects must be submitted within 14 days of collection of the goods by the Customer or a third party or of the receipt of the goods by the Customer or a third party specified by the Customer.

(6) A written complaint about hidden defects must be submitted within 14 days of identification of the defect and state the type and the extent of the defect; the statutory limitation is not affected by this clause.

Section 14 Specimen

(1) Unless otherwise agreed with the Customer, inprotec AG is authorised to take samples of the experimental or contract production products at regular intervals during production, to analyse/check them against the specifications agreed with the Customer and document them on an analysis certificate for each batch unit with the relevant delivery number.

(2) Analysis certificates will be prepared after the respective experimental productions or productions according to individual batches or delivery numbers. If the Customer requests further services, such will be separately invoiced.

(3) inprotec AG is entitled to take a reference sample for each batch unit and to keep it in a sealed container for two years from hand-over / acceptance.

Section 15 Traceability / Recall Campaign / Co-operation / Indemnity

(1) The Customer undertakes to ensure the traceability of products ordered from inprotec AG and accepted and, if applicable, resold by him. The Customer warrants that the product marking will be retained as far as possible in order to ensure the isolation of the defective parts / products / batches in the case of a defect.

(2) If measures for damage / loss prevention become necessary (e.g. recall campaigns), the Customer is obliged to immediately and comprehensively inform and consult inprotec AG. The Customer must give inprotec AG the opportunity to examine the claim and provide all documents necessary for such examination. The parties will agree on the measures to be taken, especially conciliatory negotiations.

(3) In the event that a property damage or personal injury claim based on product liability or manufacturer's liability is asserted against inprotec AG, the Customer is obliged to indemnify inprotec AG from such claims if and to the extent that the damage / loss was caused by a defect for which the Customer is (jointly) responsible. In this case, the Customer shall bear the costs of any legal action or recall campaign in proportion to his responsibility share.

Section 16 Payments / Default in Payment / Lien

(1) The remuneration falls due at its full amount upon delivery or acceptance or occurrence of default in acceptance. The Customer will be in default without a warning from inprotec AG 30 days after the due date if he has not paid. The invoice amount is to be paid to the bank account of inprotec AG without any deductions.

(2) The Customer is not entitled to assert claims and rights based on defects if he failed to pay due invoices and the due amount (including any payments made) is in adequate proportion to the value of the defective supply or work.

(3) The Customer must check the invoice within 14 days of its receipt. The invoice is deemed accepted if no objection is made within this period.

(4) The non-payment of the purchase price when due represents a material breach of contractual duties.

(5) In the case of default in payment, inprotec AG is entitled to demand default interest at ten percentage points above the base lending rate (Section 247 of the German Civil Code (BGB)). The Customer is allowed to prove that inprotec AG incurred no, or a lesser, loss/damage. inprotec AG is allowed to prove that it incurred a higher loss.

(6) inprotec AG reserves the right to demand security or advance payment if there are justified doubts concerning the solvency or creditworthiness of the Customer. If the Customer is not willing to make advance payment or furnish a security for the obligation owed by him despite a request to this effect in the aforementioned case, inprotec AG will be entitled to rescind the contract.

(7) A payment is not considered made until the amount has been credited with value on due date to an account of inprotec AG and is finally available.

(8) The parties agree that payments shall be used to first clear the oldest debts plus the default interest accrued thereon plus expenses in the following order: expenses, interest, principal claim. The Customer cannot subsequently determine a different crediting.

(9) The Customer and inprotec AG agree that on the basis of the due and payable claims from the business relationship, inprotec AG shall be entitled to a contractual lien on the Customer's items, which have come into its possession as a result of the Contract.

(10) If the Customer fails to make due payments arising from the business relationship, inprotec AG may enforce its lien on the Customer's raw

materials and end products in its possession and demand payment from the Customer by granting a grace period of one month and warning that the seized item would otherwise be sold. If this period also fruitlessly expires, inprotec AG will be entitled to sell the seized item in a private sale at market price and satisfy its claim from the proceeds of the sale. Any surplus will be paid to the Customer.

Section 17 Damage in Transit / Insurance

(1) The Customer must notify damage in transit to the forwarding company direct, with copy to inprotec AG, within the special periods specified for such notification.

(2) inprotec AG will only insure the goods to be shipped against theft, damage in transit, fire damage and water damage at the Customer's request and expense.

Section 18 Compliance with Statutory Provisions

Unless otherwise agreed in a particular case, the Customer is responsible for the compliance with statutory provisions and governmental regulations concerning import, transport, storage and intended use of the goods.

Section 19 Reservation of Ownership

(1) In the case of implementation of experimental productions or the manufacture of contract production products by inprotec AG, the Customer is the processor within the meaning of Section 950 of the German Civil Code (BGB) and thus the raw materials made available by the Customer remain his property at any time; the ownership of the parts and the end product survives during processing or transformation. If the Customer provides only a part of the raw materials, he acquires co-ownership of the end products upon their creation in the ratio of the value of the reserved ownership goods to the value of the finished product at the time of processing or transformation. inprotec will immediately inform the Customer of any action taken by a third party that impairs or might impair the Customer's ownership of the provided raw materials or the end products.

(2) In the case of a sale product manufactured and sold by inprotec AG, inprotec AG reserves ownership of the goods to be delivered until full payment of all liabilities arising from the business relationship with the Customer (including accessory claims, claims for damages, etc.).

(3) The Customer is entitled to resell the sale products in the ordinary course of business; he herewith assigns to inprotec AG in advance, at a level equal to the invoice total (including value-added tax) of the claim of inprotec AG, all accounts receivable including all accessory rights and security interests that he is owed by his customers or by third parties as a result of the resale, regardless of whether the sale products were resold without or after a processing. The Buyer remains entitled to collect these accounts receivable even after the assignment. The entitlement of inprotec AG to collect the accounts receivable itself is unaffected by this. However, inprotec AG undertakes not to collect the accounts receivable if the Customer meets his payment obligations from the received proceeds, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and there is no cessation of payments. However, if this is the case, inprotec AG is entitled to demand that the Customer discloses the assigned accounts receivable and the debtors, provides all the information necessary for the collection, hands over the pertinent documents and notifies the debtors (third parties) of the assignment.

(4) In the case of a resale to a third party, the Buyer must make the transfer of ownership dependent on the full payment for the goods by the third party.

(5) The Customer always performs a processing or transformation of the sale products on behalf of inprotec AG, which is processor within the meaning of Section 950 of the German Civil Code (BGB). If the sale products of inprotec AG are processed, inprotec AG shall acquire co-ownership of the new item in the ratio of the value of the sale products (invoice total including value-added tax) to the value of the finished product at the time of processing or transformation.

(6) The provisions concerning the sale products supplied subject to the reservation of ownership shall also apply for the new item resulting from the processing.

(7) If the sale products are inseparably mixed or combined with other items not owned by inprotec AG, inprotec AG shall acquire co-ownership of the new item in the ratio of the value of the sale products (invoice total including value-added tax) to the value of the finished product at the time of mixing. If mixing or combining is done in such a manner that the Customer's item must be regarded as the main item, it is agreed that the Customer shall assign to inprotec AG co-ownership in accordance with the aforementioned ratio. The Customer shall hold in trust for inprotec AG the resulting ownership or co-ownership goods at his cost and with commercial care.

(8) If the reservation of ownership or the assignment is not effective under the law of the territory where the sale products are situated, a security analogue to the reservation of ownership or assignment that is applicable in that territory shall be deemed to have been agreed. If the Customer's cooperation is required for the creation of the rights, he shall be obliged to take

all measures necessary for the constitution and maintenance of such rights at his expense upon the request of inprotec AG.

(9) The Customer must immediately notify inprotec AG in writing of a seizure or other intervention by a third party in order to enable inprotec AG to file a legal action pursuant to Section 771 of the German Code of Civil Procedure (ZPO). The Buyer shall be liable for the loss incurred by inprotec if the third party is not in a position to reimburse inprotec AG for the in-court and out-of-court costs of a legal action pursuant to Section 771 of the German Code of Civil Procedure (ZPO).

(10) If the realisable value of all security interests, to which inprotec AG is entitled, exceeds the amount of all secured claims by more than 10%, inprotec AG shall release, at the Customer's request, an equivalent part of the security interests. It shall be assumed that the prerequisites of the aforementioned sentence are fulfilled if the estimated value of goods and accounts receivable assigned as security equals or exceeds 150% of the value of the secured claim. inprotec AG is entitled to choose the security interest to be released.

(11) If the Customer fails to comply with his duties, especially in the case of default in payment, inprotec AG shall be entitled to demand the surrender of the sale products or new items and/or rescind the contract without setting a time limit; the Customer is obliged to surrender the sale products / new items. The request for surrender of the sale product / new item does not constitute a cancellation unless expressly specified.

Section 20 Set-off

The Customer may only set off against claims of inprotec AG if the counter-claim is undisputed or res judicata.

Section 21 Right of Retention

The Customer does not have a retention right based on this or any other transaction of the current business relationship. An exception thereto is the right of retention based on undisputed or res judicata claims.

Section 22 Force Majeure

(1) All events and circumstances the occurrence of which is beyond the control of inprotec AG, such as acts of God, war, labour disputes, raw material or energy shortages, traffic disruptions, operational breakdowns, damage caused by fire or explosion, restraints of princes or rulers, release inprotec AG from its contractual obligations for the duration of the hindrance and to the extent of the force majeure effects. This also applies if the events and circumstances make the execution of the business transaction concerned lastingly uneconomical for inprotec AG or occur at inprotec AG's sub-suppliers. If these events continue for more than three months, the parties are entitled to rescind the contract.

(2) If inprotec AG's supply sources drop out completely or partly, inprotec AG shall not be obliged to cover its requirements from unfamiliar sub-suppliers.

Section 23 Liability for the Material / Data / Collection / Disposal

(1) If the Customer provided the raw materials for the experimental production or contract production, he shall be liable for all damage attributable to a hazardous or defective quality of the material. This is also valid for all damages which are caused by wrong or incomplete production relevant data. Production relevant data are as follows:

- KST – number / ST Class (dust explosion class)
- Maximum Explosion Pressure
- Minimum Ignition Energy (MIE)
- Minimum Ignition Temperature (MIT) (layer and cloud)
- Isothermal Hot Storage Tests (wire basket tests)

The data have to be provided by the customer 6 weeks before starting the trial respectively production. The customer is also liable for damages which are caused, because the data are provided too late, for example production stop.

(2) The Customer shall be liable under civil law and criminal law for all damage caused by the material, especially in transit and during waste disposal. The acceptance of raw material shall not constitute a transfer of ownership.

(3) The Customer shall remain owner of the materials even after completion of the experimental production or contract production and shall be the waste producer as defined by waste law.

Section 24 Warranty

(1) inprotec AG warrants that the specification values agreed with the Customer for the experimental production products and services will be complied with and that the contract production products in terms of type and condition of the packaging, labelling and palletisation will be handed over to the Customer without any defects.

(2) inprotec AG shall immediately notify the Customer if defective contract production products were manufactured. If the Customer is to blame for the defectiveness (e.g. delivery of defective raw material), inprotec AG

shall be entitled to all remuneration it would have received in the case of a defect-free supply.

(3) If the supplies or services (deliverables) from inprotec AG prove to be defective, inprotec AG shall be obliged to correct the defect, at its option, by way of repair or replacement. The expenditure necessary for subsequent performance, particularly transport, labour and material costs shall not be borne by inprotec AG to the extent that such are higher because the products were moved to a place other than the place of performance.

(4) If the Customer wants to claim damages instead of performance or effect repair himself, a defect remedy shall have failed only after the second fruitless attempt. The statutory cases of dispensability of the setting of a time limit shall otherwise remain unaffected.

Section 25 Exclusion of Minor Defects

Claims based on defect shall be excluded in cases of insignificant deviation from the agreed quality or insignificant reduction in usability.

Section 26 Limitation Period Reduction

(1) The limitation period for claims and rights based on defects in deliverables shall be one year regardless of the legal ground. This shall, however, not apply in the case of Section 438 (1), item 1 of the German Civil Code (BGB) (defects of title in immovable property), Section 438 (1), item 2 of BGB (constructions, objects for constructions), Section 479 (1) of BGB (recourse claim of the entrepreneur) or Section 634 a (1), item 2 of BGB (constructions or works, the success of which consists of rendering the associated planning or monitoring services). The cases mentioned in the preceding second sentence are subject to a limitation period of three years.

(2) The limitation periods as per subsection 1 shall also apply for all claims for damages against inprotec AG, which are associated with the defect, regardless of the legal ground of the claim. If claims for damages of any type not associated with a defect against inprotec AG arise, the limitation period pursuant to clause (1) above, first sentence, shall apply.

(3) The limitation periods pursuant to clause (1) and clause (2) above shall apply subject to the following provisos:

a) The limitation periods shall never apply in cases of wilfulness or fraudulent concealment of a defect or where inprotec AG guaranteed the quality of the delivery item.

b) The limitation periods in respect of claims for damages shall not apply either in the case of death, bodily injury, damage to health or destruction of freedom, for claims under the product liability law, in the case of a grossly negligent breach of duty or the breach of a material contractual obligation.

(4) The limitation period for all claims shall start with the delivery, or in the case of work performance with the acceptance.

(5) Unless otherwise expressly specified, the statutory provisions concerning the start of the limitation period, suspension of the expiration of the limitation period, the interruption and restart of periods shall remain unaffected.

(6) The aforementioned provisions do not constitute a change in the burden of proof to the detriment of the Customer.

Section 27 Liability

(1) inprotec AG shall be liable under the statutory provisions in cases of wilfulness or gross negligence on the part of inprotec AG or its representative or vicarious agent. inprotec AG shall otherwise only be liable under the Product Liability Act, for death, bodily injury, damage to health, or for culpable breach of material contractual obligations. The claim for damages due to a breach of material contractual obligations shall, however, be limited to the contract-typical foreseeable damage/loss unless one of the exceptional cases mentioned in sentence 1 or 2 of this clause (1) has simultaneously occurred. inprotec AG's liability shall also be limited to the contract-typical, foreseeable damage/loss in cases of gross negligence unless an exceptional case mentioned in sentence 2 of this clause (1) has simultaneously occurred.

(2) The provisions of the above clause (1) shall apply for all claims for damages (particularly for damages in addition to performance and damages instead of performance) regardless of the legal ground, particularly due to defects, breach of duties arising from obligations, or due to a tortious act.

(3) The aforementioned provisions do not cause a change in the burden of proof to the detriment of the Customer.

(4) If a damage/loss is caused by third-party defects/mistakes, inprotec AG shall be entitled to assign its own claims for damages against the third party to the Customer. inprotec AG can only be held liable after the Customer has unsuccessfully sued for the claims against the third party.

(5) The Customer shall be obliged to immediately notify inprotec AG of an enforcement of the assigned claims by legal action and obtain the consent of inprotec AG to any agreements made in respect of the assigned claims.

Section 28 Delivery Recourse

Recourse claims of the Customer against inprotec AG pursuant to Section 478 of BGB (recourse of the entrepreneur) shall only exist insofar as the

Customer did not make any arrangements going beyond the statutory claims based on defects with his customer.

Section 29 Brands

The supply of products under a brand of inprotec AG shall not be regarded as a consent to the use of such brand for products manufactured from such inprotec AG brand products.

Section 30 Quality of the Goods / Technical Advice / Use and Processing

(1) The quality described in the product descriptions, specifications and markings of inprotec AG shall be decisive for the quality of the goods. Public statements, recommendations or advertisements do not constitute quality information on the purchase item.

(2) The application-technological advice of inprotec AG given orally, in writing and by way of experiments, is given to the best of its knowledge but is only a non-binding advice, particularly with regard to any industrial property rights of third parties, and does not release the Customer from his obligation to inspect the goods supplied by inprotec AG for their suitability for the intended processes and purposes. Application, use and processing of the goods are beyond the control of inprotec AG and are therefore exclusively in the Customer's sphere of responsibility.

Section 31 Receipt of Statements

Notices and other statements to be given to a party shall be effective upon their receipt by such party. If a time limit is to be complied with, such notice or statement must be received within such period.

Section 32 Data Protection

(1) All information provided to inprotec AG will be treated as non-confidential unless expressly declared as confidential.

(2) If the Customer sends personal data to inprotec AG, inprotec AG will store, process and use such in compliance with the applicable statutory provisions, particularly in compliance with the German Data Protection Act (Bundesdatenschutzgesetzes - BDSG). Furthermore, your data will be used exclusively for the purpose of the business relationship with the Customer. If necessary, the data will also be used for marketing activities of inprotec AG in order to allow the presentation of its products. The personal data will be protected by way of adequate technical and organisational measures pursuant to Section 9 of BDSG. As a matter of principle, inprotec AG will not disclose personal data of the Customer to a third party unless obliged by law. All information sent to inprotec AG by the Customer will be treated as strictly confidential. The employees of inprotec AG are obliged to keep the data secret. The Customer is entitled to demand information on his personal data stored and its deletion.

Section 33 Place of Performance

The place of performance for all obligations of both parties shall be the domicile of inprotec AG in Heitersheim.

Section 34 Place of Jurisdiction

The place of jurisdiction for all disputes arising from the contractual relationship shall be the domicile of inprotec AG; any exclusive place of jurisdiction shall remain unaffected. inprotec AG shall be entitled to assert its claims at the Customer's general place of jurisdiction.

Section 35 Applicable Law

The laws of the Federal Republic of Germany shall apply exclusively. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 (Federal Gazette 1989 II, page 586 / Federal Gazette 1990 II, page 1477) is excluded.

Section 36 Contractual Language

The contractual language shall be German. If the Buyer is also provided with these General Terms and Conditions of Business in a language other than the language in which the contract is concluded (contractual language), this is done purely for an easier understanding. In the case of different interpretations, the text written in the contractual language shall prevail.

Section 37 Written Form Requirement

There are no verbal collateral agreements in respect of this contract. Changes to the contract must be made in writing to be legally effective (e-mail is sufficient). This form requirement cannot be cancelled or waived verbally or impliedly but only mutually in writing.

Section 38 Severance

The ineffectiveness of one or several clauses shall not affect the effectiveness of the other provisions or of the contract. The parties to the contract undertake to replace the invalid provisions with provisions that come as close as possible to the originally intended economic result. The same applies if the contract has a gap requiring supplementation.