

## General Terms of Sale and Delivery

### 1. Validity of Conditions (among others circle of addressees)

1.1 These General Terms of Sale and Delivery are exclusively valid for legal transactions which KORODUR undertakes with entrepreneurs, i. e. with individuals or legal entities or legally capable partnerships who are independently engaged in pursuit of a commercial or a self-employed professional activity. These General Terms of Sale and Delivery do not apply, however, to legal transactions with consumers not being independently engaged in a trade or business.

1.2 Subject to the foregoing provision, all deliveries of goods and provisions of services (including work performances) as well as offers of KORODUR will be effected exclusively on the basis of the following conditions.

1.3 These Terms of Sale and Delivery are exclusively valid; adverse or divergent conditions of the customer shall not be valid, unless KORODUR had expressly agreed to their validity.

1.4 Should one or several provisions of these General Terms of Sale and Delivery or of the contractual arrangements negotiated individually be or become invalid, the validity of the other provisions will not be affected thereby.

### 2. Offers and Conclusion of Contract

2.1 KORODUR's offers will be binding for 14 days from the dispatch of the offer at the most. After the expiration of this period the offer will be an offer without obligation.

2.2 KORODUR's employees are not entitled to make oral collateral agreements or give oral assurances which deviate from a written offer or a written contract.

2.3 Any samples, analyses, instructions for use and similar documents will remain KORODUR's property and shall be treated confidentially. Upon request, these objects as well as any advertising material shall be returned to KORODUR.

### 3. Prices

3.1 The prices quoted in KORODUR's offers and order confirmations are net prices. They do not include the value-added tax, which will be shown separately in the invoice at its statutory rate on the day of invoice.

3.2 Unless expressly agreed upon in writing to the contrary, KORODUR's prices must be understood ex works or warehouse. They do not include any freight charges, costs for special packaging, pallets and shrink wrapping, nor any other costs, fees and dues relating to the dispatch, which shall be borne by the customer. No responsibility will be assumed for information furnished with respect to freight charges or other incidental expenses.

3.3 KORODUR's price-lists have a limited validity, as is regularly shown in the price-lists.

### 4. Deliveries

4.1 The customer's notice to delivery pursuant to a call order must be received by KORODUR at least 7 days prior to the requested date of delivery.

4.2 In case of deliveries free building site or free warehouse the delivery will be made only on condition that access for trucks with trailer is available. The unloading shall be performed by the customer and be effected immediately and properly after arrival of the consignment. The customer shall compensate KORODUR for any delays in unloading.

4.3 Any delays in delivery caused by force majeure, strike, unforeseeable interruptions of production, restrictions in the supply of raw material, other materials and energy necessary for the production of the objects of purchase, lack of cargo space and other circumstances beyond KORODUR's control shall release KORODUR from the obligation to deliver for the duration of such circumstances and justify a reasonable change of the delivery dates. In such events the customer may refuse to accept the delayed deliveries after the expiration of a reasonable grace period to be fixed by him in writing. Apart from that, the customer will have no claims against KORODUR in the stated events.

4.4 KORODUR may effect the contractual performance in part deliveries.

### 5. Place of Performance, Passing of Risk, Dispatch

5.1 Place of performance shall be the works or the warehouse from which the delivery is made.

5.2 The risk of accidental perishing and accidental deterioration of the object of purchase shall pass to the customer when the object of purchase is handed over to the customer or carrier. The same applies if KORODUR places the transportation order on the customer's behalf or undertakes the transportation itself.

5.3 The risk shall also pass to the customer if the agreed delivery date has expired through the customer's fault or if the product is not collected within seven days after receipt of the notice that the product is ready for dispatch.

5.4 In the event that the customer has not given any particular instructions, KORODUR may choose the forwarding agent and the carrier as well as the means of transport.

5.5 It is incumbent upon the customer to take out transportation insurances or provide any other insurance coverage. Nevertheless, the customer must immediately after the delivery notify in writing any damage in transport and bring it to the carrier's attention. No objection may be made to breakage and loss in transit that is customary in the trade.

### 6. Terms of Payment

6.1 The invoices shall be settled by the customer within 30 days of the date of invoice in the specified currency without any deduction. If payment is made within 14 days, a discount of 2% of the value of the goods may be deducted.

6.2 KORODUR reserves the acceptance of bills of exchange in each individual case. Should the case arise, bills of exchange as well as cheques will be accepted only subject to their honoring. Any bank charges, costs of re-debiting and handling fees shall be borne by the customer.

6.3 If the customer fails to settle an invoice in time, all outstanding claims of KORODUR will become due immediately irrespective of the agreed payment dates. In addition, KORODUR may withhold the deliveries still to be effected until all outstanding invoices have been settled and demand prepayment for such deliveries.

6.4 The customer may not set-off counter-claims, unless such counter-claims are due and undisputed or have been determined by a final court decision.

6.5 If the customer fails to pay on time, KORODUR is entitled either to withhold its own performances still to be effected until all outstanding invoices have been settled or to demand prepayment for such performances.

### 7. Reservation of Title

7.1 All deliveries of goods and provisions of services will be made with reservation of title. The title will pass to the customer only after he has fulfilled all his obligations under the business relation with KORODUR existing at the date of payment. If a current account is maintained, the reserved title will be regarded as security for the balance due to KORODUR.

7.2 If the goods delivered with reservation of title are treated or processed, KORODUR will be the producer within the meaning of the law (§ 950 BGB), without assuming any producer liabilities, however. KORODUR will be entitled to the proportional joint ownership in the new product in the proportion of the value of the goods coming from KORODUR to the value of the other processed products at the time of processing.

7.3 If the goods delivered with reservation of title are combined or mixed with a product of the customer or a third party, KORODUR will in the customer's place acquire the proportional joint ownership in the new product in the proportion of the value of the respective goods delivered by KORODUR to the value of the other goods affected by the combining or mixing. Any claims which the customer has in the event of a legal transfer of title to a third party against such third party are hereby assigned to KORODUR in advance. KORODUR accepts this assignment.

7.4 The customer may resell the goods delivered with reservation of title in the ordinary course of business. He assigns to KORODUR in advance the first-ranking part of his claims resulting from the authorized or unauthorized resale which corresponds to the invoice amount (including value-added tax) of the goods delivered by KORODUR. Upon first request, KORODUR shall be given the names and addresses of the purchasers as well as the amount of the respective claim. The customer may collect the claims assigned to KORODUR as long as he duly meets his own obligations towards KORODUR and KORODUR does not revoke this right for any other justified reason. KORODUR accepts the advance assignments stipulated in this provision.

7.5 Up to the proper utilization of the goods delivered with reservation of title or of the new products created through combination, mixture, treating or processing the customer shall store them separately from other goods. He shall bear all costs and expenses to be incurred for the maintenance during this period and will be liable towards KORODUR for any deterioration. The goods shall be sufficiently insured against damages, loss and perishing. Upon request of KORODUR, written proof thereof shall be furnished.

7.6 The purchased goods or the created new products may not be pledged or transferred by way of security. The customer shall notify KORODUR immediately of any attachments or other encroachments of KORODUR's property by third parties and ward them off by applying appropriate means.

7.7 If the customer acts in breach of the contract, especially in case of delay in payment, KORODUR will be entitled to withdraw from the contract and to take back the goods delivered with reservation of title.

7.8 KORODUR undertakes to release securities upon the customer's request insofar as the realizable value of such securities exceeds the claims to be secured by more than 20%; KORODUR may choose the securities to be released.

### 8. Warranties

8.1 With respect to the contractual quality, composition, suitability or applicability of the goods to be delivered by KORODUR, only the specifications laid down in the purchase agreement shall be binding.

8.2 Specifications provided in product data sheets and/or technical data sheets for use and processing are based on tests performed by KORODUR based on ideal laboratory conditions and the abovementioned technical regulations. The respective specifications therefore do not represent directions for application or a quality agreement in terms of section 434(1) of the German Civil Code (BGB), instructions in terms of section 434(2) clause 2 of the German Civil Code or a warranty for practical use. Because of the varying conditions on different construction sites, firms are required to carry out their own tests and aptitude tests before each use. KORODUR shall not be obliged to give any instructions or advice to the customer with respect to the use of the material and the application.

### 9. Limitation of Liability

9.1 Claims for damages against KORODUR shall be excluded. This does not include claims for damages arising from injury to life, limb or health or from the violation of essential contractual obligations (cardinal duties), or liability for other damages based on a deliberate or grossly negligent breach of duty by KORODUR, its legal representatives or vicarious agents. Fundamental contractual obligations are those which must be met in order to achieve the aim of the contract.

9.2 In the case of violation of essential contractual obligations, the provider is only liable for the damage which is foreseeable and typical of the contract if this was caused by simple negligence, unless the customer's claim for damages arises from injury to life, limb or health.

9.3 The limitations of items 1 and 2 above shall also apply to the benefit of KORODUR's legal representatives and vicarious agents if claims are directly asserted against them.

9.4 The provisions of the product liability act shall remain unaffected.

### 10. Applicable Law

The German substantive law shall exclusively apply to the legal relations between the contractual parties. The application of the UN Sales Convention shall be excluded.

### 11. Place of Jurisdiction

In case of business transactions with merchants or legal entities under public law the place of jurisdiction shall be Amberg or the seat of the defendant party at the plaintiff's choice.

per July 2016