

General Trading conditions

of the company **BEST Klebstoffe GmbH & Co. KG**, Gewerbestraße 10-14,
D-86981 Kinsau –Valid from 01.04.2006

1. Trading conditions, offer, conclusion of a contract

1.1 For all offers, deliveries and achievements of Best Klebstoffe the following trading conditions are exclusively valid. Different trading conditions of our trading partners will be contradicted. The signed order of the customer is a binding offer, which can be accepted by Best Klebstoffe within 4 weeks by written confirmation resp. delivery.

2. Prices

2.1 The prices are in Euro plus the currently valid value added tax. The prices in the price lists of Best Klebstoffe are standard prices which are not obligatory until order confirmation by Best Klebstoffe. In case that the deliveries in agreement with the customer or due to reasons which we can not be held responsible for take place more than 3 months after conclusion of the contract the prices may be subject to alteration to take into account any increase in costs (i.e. price increase of raw materials).
2.2 The Minimum order quantity amounts to 100,00 EUR product value. The surcharge for below-minimum order quantity amounts to 30,00 EUR.

3. Terms of delivery

3.1 Delivery periods (fixed dates) only commence on receipt of the written order confirmation and are only obligatory when explicitly agreed upon.

3.2 The delivery time extends - also within a failure to deliver - appropriately with the entrance of unexpected obstacles or circumstances, which we can't avoid with reasonable effort, e.g. operational disturbances, official interventions, labour dispute. Appropriate applies also in the case of strike and lockout.

The same applies with scarcity of raw materials or energy, labour disputes, official orders, traffic or operational disturbances or if subcontractors do not supply us, not in time or incorrectly.

If the delivery or achievement of BEST Klebstoffe is delayed for more than 3 months due to the before mentioned temporary obstacles the customer has the right to cancel the contract.

3.3 The liability of Best Klebstoffe for delay damage which is within our responsibility is restricted to 50% of the damage which has to be proved by the customer. The rights of the customer according to § 326 BGB shall remain unaffected. Claims for reimbursements of the damage of non-fulfilment are limited to 50% of the order value. BEST Klebstoffe shall not be liable for such delay or non-fulfilment damages which are untypical or not foreseeable for us.

3.4 If after conclusion of the contract the financial circumstances of the customer deteriorate considerably or become known to BEST Klebstoffe which endanger the claim of payment we are entitled to refuse the fulfilment of the contract until the customer fulfils their obligations of the contract or through the deposit of a security

4. Delivery and acceptance.

4.1 The deliveries take place Ex Works BEST Klebstoffe plus packing and forwarding expenses.

4.2 All risks and dangers of dispatching turn to the customer, as soon as the commodity is handed over to the logistics partner (also when assigned by the customer). BEST Klebstoffe insures the goods according to ADSp. if requested from the customer. BEST Klebstoffe determines the mode of shipment.

4.3. If the customer delays accepting the goods out of reasons they are responsible for or gives them back unwarrantedly, BEST Klebstoffe shall be entitled after expiry of a fixed period of time to demand indemnification at the amount of 20 % of the net value of the invoice. This shall not apply if Best Klebstoffe proves a higher or the customer proves a lower damage.

4.4 Regarding damages or other complaints about defective or incomplete delivery BEST Klebstoffe must be informed immediately in written form. If there is no notice of defect the delivery shall be regarded as approved. Different applies if it is a defect which wasn't visible during the examination or was wilfully concealed by BEST Klebstoffe. If such a defect comes out later it must be reported immediately after discovery otherwise the delivered goods shall be regarded as approved despite the defect.

5. Payment

5.1 Date of payment is 30 days on receipt of the invoice; in case of payment within 10 days on receipt of the invoice BEST Klebstoffe grants 2% discount on the total amount as far as there are no open invoices. There is no discount on credit notes.

5.2 Orders to pay, cheques and bills of exchange are accepted only on account of performance. Furthermore bills of exchange expenses and similar costs shall be paid for by the customer. Payments of the customer are charged to due accounts respectively: Costs, interest, indemnification, trade accounts receivable. If there are several similar accounts the one with the smallest collateral will be paid first, among several similar safe accounts the oldest.

5.3 With delay of payment we charge interest to conditions usual in banking. In the instance of default of payment BEST Klebstoffe shall be entitled to demand default interest at the amount of 3% above the basic rate of interest of the German Bundesbank as far as the customer does not prove that a damage has not occurred or is lower than the rate. BEST Klebstoffe shall be allowed to provide evidence that a higher claim has occurred.

5.4 The assertion of rights of retention or offsetting with counterclaims by the customer shall only be permissible if these counterclaims are undisputed or legally established.

6. Retention of Title to Property:

6.1 Until all the claims which are due to BEST Klebstoffe from the business relation with the customer have been met BEST Klebstoffe reserves the following securities which will be released according to our choice as soon as the nominal value of the securities exceeds the claims against the customer in total by more than 20%.

6.2 BEST Klebstoffe reserves the right to property regarding any goods delivered by us until full payment of the purchase price. The customer is not allowed to dispose of the merchandise with title to property by any transactions, i. e. pledging or deed of trust. In case of distraint or confiscation of the merchandise or other measures by a third party the customer has to notify us immediately.

6.3 The customer is only allowed to sell the merchandise in the ordinary course of business. The claims based on the resale of the merchandise are ceded to us as early as now. We herewith accept this cession. The customer is only empowered to collect the ceded claims as long as he duly fulfils his obligations to make payments to us.

6.4 In case of default of the customer or behaviour contrary to the contract we are entitled to seize the goods whereas the customer is obliged to restitution of the merchandise. As far as the Abzahlungsgesetz cannot be applied the seizure of the goods is not a withdrawal from the contract.

7. Warranty, Liability

7.1 In case of a defective delivery or performance of BEST Klebstoffe the customer shall have a claim for subsequent performance or – if such is impossible, insufficient or unreasonable - compensation by BEST Klebstoffe. BEST Klebstoffe shall be liable in this case for the expenses required for the subsequent performance. If the subsequent performance or the compensation delivery fails or if BEST Klebstoffe does not bring about subsequent performance at contractually defined date, the customer shall have the right to reduce the purchase price or according to his choice rescind the contract. BEST Klebstoffe shall not be liable for improper or inappropriate use by the customer or third parties, defective and negligent treatment and handling of the delivered goods.

8. Place of performance, place of jurisdiction and applicable law

8.1 The relationship between BEST Klebstoffe and the customer shall be governed by the law of the Federal Republic of Germany with the exception of the agreement of the United Nations for the International sale of goods.

The exclusive place of performance for the obligations of both parties shall be Kinsau. The exclusive place of jurisdiction for all disputes for business people shall be Landsberg am Lech.

8.2 Should individual provisions be invalid or lose their validity this shall not affect the validity of the other provisions.

Note:

We cannot guarantee the correctness of this translation in the sense of law. Only the German original text is legally valid.