

General Terms and Conditions of Sale and Delivery

(applicable to companies and traders)

of Master Fluid Solutions WDG GmbH (Seller)

1. Area of application

- 1.1 The following General Terms and Conditions of Sale and Delivery ("GTC") are applicable to all current and future business relationships between the Seller and its customers.
- 1.2 These GTC shall apply exclusively. Terms and conditions of the Customer that conflict with or deviate from these GTC shall not be recognised by the Seller, unless the Seller has issued its express written consent to their application. The present GTC shall also apply if the Seller executes delivery to the Customer unconditionally, despite knowledge of terms and conditions of the Customer that conflict with or deviate from these GTC.

2. Offers and conclusion of contract

- 2.1 All offers by the Seller are without engagement.
- 2.2 Placement of an order by the Customer shall constitute an offer of conclusion of a contract in accordance with the present GTC, by which the Customer shall be bound for a period of 14 calendar days from submission. A contract shall not come about until such time as the Seller expressly accepts the order, either through written order confirmation or in any other way.

3. Quality of the goods

- 3.1 All samples, specimens and analysis data of the Seller shall provide non-binding points of reference for the average quality of the Seller's goods. In the event of firm assurances of specific features, deviations are admissible in the normal commercial scope. The Seller shall owe only products of an average nature and quality. The written agreement in the contract of purchase or delivery note shall be authoritative for the description of the quality of the item purchased. Quality characteristics of specimens or samples, analysis data or specifications shall only constitute quality information concerning the item purchased if agreed in writing. In the absence of any express agreement to the contrary, the Seller shall not offer any guarantee of quality or durability.
- 3.2 Advertising, recommendations or public statements do not constitute a guarantee of quality in regard to the item sold by the Seller. Samples of the Seller will be checked by the Customer or user for suitability at their own risk within the scope of their production, and will only be used following notification of approval to the Seller. Alterations to the production process and its framework conditions, such as input materials or degreasing, will be made on the exclusive responsibility of the Customer and his experts.
4. Delivery quantity
 - 4.1 The weight or volume calculated by the dispatching body shall be exclusively authoritative as regards determination of the delivery quantity. The Seller owes only delivery of goods from own production. It can however also choose to deliver goods that it has bought in from third parties.
 - 4.2 If the Customer's order comprises more than one product, the Seller shall be entitled to make partial deliveries if this is necessary for example for technical or logistical reasons, and is reasonable for the Customer following weighing-up of its interests and those of the Seller.
 - 4.3 Container-related rulings on minimum quantities must be observed.

5. Delivery period

- 5.1 All periods and dates, indicated by the Seller for deliveries and services, shall apply as approximate only, unless a fixed period or a fixed date has been expressly assured or agreed.
- 5.2 As a rule, provision by the Seller shall be dispatch 5-10 working days from receipt of order for main products, 10-15 working days for special products or special orders (large volumes).
- 5.3 The start of a delivery period assured or agreed by the Seller presupposes clarification of all technical matters.
- 5.4 Compliance with the Seller's delivery obligation also presupposes on-time and correct fulfilment of the Customer's obligations. The Seller reserves the right to plead non-performance of contract.

6. Prices (freight - customs duties - charges)

- 6.1 The prices stated by the Seller are net selling prices. The corresponding statutory value added tax will be shown separately on the invoice at the rate applicable on the date of invoicing.
- 6.2 The Seller's list prices are non-binding and can be altered by the Seller at any time without prior notification. In the absence of any agreement to the contrary, the Seller's prices shall apply "ex-works". Packing and enclosures will be invoiced separately.
- 6.3 In the event of the goods sold by the Seller being subject to mineral oil tax, customs duties or other charges, or in the event of increases or decreases in mineral oil tax, customs duties, other charges or freight costs already included in the selling price, the Seller shall be entitled to adjust the selling price for the respective goods accordingly, as soon as the increases or reductions in costs take effect.

7. Passing of risk/delivery and acceptance

- 7.1 In the absence of any agreement to the contrary, delivery "ex-works" shall be considered agreed.
- 7.2 The statutory regulations shall apply as regards the rights of the Seller in the event of default on acceptance by the Customer, unless anything to the contrary is agreed below.
- 7.3 All costs incurred by the Seller as a result of splitting of the quantity purchased at the request of the Customer, through late acceptance of the goods by the Customer or late provision of transport space by the Customer, shall be for the account of the Customer.

8. Warranty/statute barring

- 8.1 The statutory regulations shall apply as regards the rights of the Customer in the event of material and legal defects, unless anything to the contrary is agreed below. The statutory special regulations in the event of final delivery of the goods to a consumer shall be unaffected in all cases (*supplier recourse, Sections 478, 479 BGB (German Civil Code)*).
- 8.2 Defect claims of the Customer presuppose compliance by the latter with his obligations to examine and notify defects as per Section 377 HGB (German Commercial Code). In the event of notifications of defects, the Customer is obliged to forward the Seller a sample of at least 1 kg of the goods subject to complaint. The samples must be taken in accordance with the DIN Standard applicable to the product concerned. Within 14 days of delivery, the Seller must be given the opportunity of satisfying itself of correct performance of the sample taking. The Customer must ensure the safeguarding of any rights of recourse against carriers.
- 8.3 In the event of a defect to the item purchased, the Customer shall, at the discretion of the Seller, be entitled to subsequent fulfilment through removal of the defect or delivery of a new, defect-free item. The Seller is entitled to make the subsequent fulfilment owed conditional on payment by the Customer of the due selling price. Nevertheless, the Customer is entitled to withhold a part of the selling price that is appropriate in relation to the defect. As a rule, appropriate shall mean twice the costs required for removal of the defect.
- 8.4 Claims for damages or claims for reimbursement of futile expense, asserted by the Customer, shall apply only in accordance with Point 9 (overall liability) and are excluded in other respects.
- 8.5 In deviation from Section 438 Subsection 1 No. 3 BGB, the general period of limitation for claims based on material and legal defects is one year from delivery or handover of the goods to the freight forwarder appointed by the Customer. If acceptance has been agreed, the period of limitation shall begin upon acceptance. The shortened period of limitation shall not apply if the law prescribes longer periods under Sections 438 Subsection 1 No. 2 (structures and items for structures), 438 Subsection 1, No. 1 (claims in rem of third parties for return), 438 Subsection 3 (fraudulent intent on the part of the Seller), 479 Subsection 1 (right of recourse) and 634a Subsection 1 No. 2 (construction defects) BGB (German Civil Code). The periods of limitation under the Product Liability Act shall remain unaffected in all cases. This shall also apply to the statutory limitation periods in cases of intentional or grossly negligent violation of obligations, fraudulent concealment of a defect, liability based on promises of guarantee as well as in cases of injury to life, limb or health.

9. Overall liability

- 9.1 Provided nothing to the contrary is specified in the present GTC, including the following provisions, the Seller shall be liable in accordance with the relevant statutory regulations in the event of violation of contractual and non-contractual obligations.
- 9.2 The Seller shall be liable for damages in cases of intent and gross negligence - irrespective of the legal grounds. In cases of slight negligence, the Seller shall be liable only
 - a) for damage resulting from injury to life, limb or health
 - b) for damage resulting from violation of an essential contractual obligation (i.e. an obligation whose fulfilment makes correct execution of the contract possible in the first place and in compliance with which the Customer can and does regularly trust). In this case, liability of the Seller shall, however, be limited to compensation of the foreseeable, contractually typical damage.
- 9.3 The limitations of liability resulting from Point 9.2 shall not apply if the Seller fraudulently conceals a defect, or if the Seller has assumed a guarantee for the quality of the goods. The same shall apply to claims of the Customer under the Product Liability Act or in cases of mandatory liability of the Seller for other reasons.
- 9.4 In the event of a slightly negligent delay in delivery, the default damage that can be asserted against the Seller by the Customer shall be a maximum of 3% of the agreed net selling price for each complete delivery week of the delay, subject to an overall maximum of 15% of the agreed net selling price. The right of the Customer to demand damages instead of performance given the presence of the statutory preconditions and within the scope of the limitations of liability

regulated above shall remain unaffected.

- 9.5 If liability of the Seller is excluded or limited, this shall also apply as regards the personal liability of its managers, employees, staff, representatives and vicarious agents.

10. Enclosures

- 10.1 The risk for all enclosures, provided to the Customer by the Seller on a loan or rental basis or used for transport of the goods, shall be borne by the Customer from dispatch up until arrival of the enclosures back at the reception point indicated by the Seller. In the absence of any agreement to the contrary, the reception point shall be the Seller's works in Düsseldorf-Benrath.
- 10.2 The Customer is not entitled to exercise a right of retention to enclosures of the Seller on the basis of alleged counterclaims.
- 10.3 The loan containers provided by the Seller shall remain the property of the Seller. They must only be used for keeping the goods supplied in them by the Seller. Following complete emptying, the loan containers must be returned to the reception point at the Seller's works in Düsseldorf-Benrath - immediately, undamaged, cleaned and free of freight and other charges.
- 10.4 In the event of contamination and/or damage, the Customer shall bear the cleaning and/or repair costs necessary as a result. The Seller is entitled to refuse the return of damaged loan containers, to demand equal-value replacement or to have the repair carried out at the expense of the respective Customer. If the loan containers are not returned to the Seller within 3 months of arrival at the Customer's premises, the Customer shall be obliged to pay the Seller an appropriate fee, to be set by the Seller, as from the 3rd month of arrival at the Customer's premises. The fee shall be based on the type and size of the containers. Each part of a month shall be counted as a full month. The Seller can also choose to demand compensation for lost value.

11. Force majeure

- 11.1 Neither the Seller nor the Customer shall be required to take responsibility for non-fulfilment of their contractual obligations if non-fulfilment is the result of a hindrance beyond their control, or in particular is due to one of the following reasons:
 - War
 - Fire
 - Natural disasters
 - Confiscation
 - General shortage of energy and raw materials
 - Industrial disputes/industrial action
 - Import and export restrictions
 - Non-availability of means of transport
 - or if contract violation by suppliers is based on one of these reasons.This ruling is applicable to all contractual obligations, including obligations to provide compensation for damages.
- 11.2 Both the Seller as well as the Customer shall be entitled to terminate the respective contractual relationship in writing if execution of the contractual relationship is prevented for longer than 6 months as per Point 11.1.

12. Retention of title

- 12.1 All goods delivered by the Seller shall remain the property of the Seller up until complete payment of the selling price and up until complete settlement of all claims resulting from the business relationship with the respective customer (extended retention of title).
- 12.2 Processing/treatment of the conditional commodity shall be carried out for the Seller, without this obliging the Seller and without creation of any related claims of the Customer against the Seller. If the goods delivered by the Seller are processed with other items not belonging to the Seller, the Seller shall acquire joint ownership of the new item in the ratio of the value of the goods (final invoice amount including VAT) to the other items processed at the time of processing. In other respects, the same shall apply for the item resulting from processing as for the item purchased and delivered subject to reserve.
- 12.3 If the Seller's goods are inseparably mixed with items not belonging to the Seller, the Seller shall acquire joint ownership of the new item in the ratio of the value of the item delivered (final invoice amount including VAT) to the other items mixed at the time of mixing. If the mixing is carried out such that the Customer's item is to be regarded as the main item, it shall apply as agreed that the Customer shall transfer pro-rata joint ownership to the Seller. The Customer shall safekeep the sole property or joint property, created in this manner, for the Seller.
- 12.4 The Customer undertakes to safekeep the conditional commodity for the Seller free of charge, with the diligence of a prudent businessman, and to mark it accordingly. In particular, the Customer is obliged to insure the conditional commodity adequately, at replacement value and at its own expense, against damage through fire, water and theft. In the event of an insurance claim, the Customer must immediately assign its claims against the insurance company to the Seller.
- 12.5 The Customer is entitled to make onward sale of the conditional commodity and the items resulting from its processing in the ordinary course of business subject to retention of title, provided it is not in arrears on payment of the selling price to the Seller. The Customer hereby assigns henceforth to the Seller his claims, resulting against his customers or third parties from the sale or based on any other legal grounds, including any current-account balance claim, together with all ancillary rights, in the amount of the final invoice amount (including VAT) of the Seller's claims, as collateral for its claims, and indeed irrespective of whether the item purchased has been sold without processing or after processing. The Customer is authorised to collect the assigned claims as long as he fulfils his payment obligations with respect to the Seller. The right of the Seller to collect the claim itself shall remain unaffected. Nevertheless, the Seller undertakes not to collect the claim as long as the Customer fulfils its payment obligations to the Seller from the business relationship in contractually conform manner, and in particular as long as no application has been made for the opening of insolvency proceedings against the Customer's assets. If this is the case however, the Seller can require the Customer to advise the Seller of the assigned claims and their debtors, to provide all information necessary for collection, to hand over the corresponding documents and to notify the debtors (third parties) of the assignment. In addition, the Seller is also entitled to itself notify the third-party debtors of the assignment.
- 12.6 The Customer is not entitled to pledge the conditional commodity or to transfer ownership thereof to third parties by way of security. He must inform the Seller immediately in the event of attachment, seizure or other impairment of the goods. If the third party is unable to reimburse the Seller for the court and out-of-court costs of legal action as per Section 771 ZPO (Code of Civil Procedure), the Customer shall be liable for the damage incurred by the Seller as a result.
- 12.7 The Seller undertakes, at the request of the Customer, to release the collateral, to which it is entitled, in so far as the realisable value of its collateral exceeds the claims to be secured by more than 10%. The choice of which collateral to release shall be the responsibility of the Seller.

13. Payment/default/offsetting

- 13.1 In the absence of any agreement to the contrary, the selling price is due and payable without deduction immediately upon receipt of the goods. The date of dispatch of the goods from the delivery point or dispatch point shall simultaneously apply as invoice date, and is authoritative for calculation of the payment periods. Payment periods granted or practiced by the Seller can be revoked by the Seller at any time with an appropriate period of advance notice.
- 13.2 The statutory rulings on the consequences of default on payment shall apply. In particular, the Customer shall be in default on payment at the latest if he fails to pay within 30 days of the due date and receipt of the corresponding invoice or equivalent-value payment statement. In the event of default on payment for which the Customer is responsible, the Seller shall be entitled to demand default interest at 8 percentage points above the respective base rate of interest (Section 288 Subsection 2 BGB), plus any value added tax applicable thereon.
- 13.3 Offsetting of counterclaims that are disputed or have not been established by declaratory judgment against the payment claims of the Seller is excluded. Furthermore, the Customer is only authorised to exercise a right of retention if his counterclaim is based on the same contractual relationship. In the event of defects to the goods, the counter rights of the Customer, in particular under Point 8.3. Sentence 3 of these GTC, shall remain unaffected.
- 13.4 Bills of exchange and cheques will only be accepted on account of performance. The Seller is free to decide whether to accept bills of exchange and cheques or not.

14. Place of jurisdiction

- 14.1 Exclusive place of jurisdiction for all disputes, arising from the present GTC and all legal and contractual relationships between the Seller and the Customer, is the registered office of the Seller (Düsseldorf).
- 14.2 Unless otherwise stated in the order confirmation, the place of performance shall be the Seller's place of business.
- 14.3 The present GTC as well as all legal and contractual relationships between the Seller and the Customer shall be governed by the law of the Federal Republic of Germany, subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 14.4 Should one or more provisions of the present GTC be ineffective, the validity of the GTC as a whole shall remain unaffected. In such cases, the Seller and the Customer shall agree a substitute ruling that corresponds as closely as possible economically to the ineffective ruling.
- 14.5 Amendments or extensions to the present GTC shall only be valid if made in writing.