

General Terms and Conditions

of the AM Polymer Research GmbH - hereinafter referred to as AMPR –

1.

The following terms and conditions - referred to as GTC - shall apply to all offers, services and deliveries made by AMPR.

An order shall not be binding until it has been confirmed by AMPR.

Amendments or changes to the order must be made in writing and confirmed in writing by AMPR.

Unless expressly declared as a firm offer, all offers are subject to confirmation. In the case of permanent business relations, these Terms and Conditions shall also apply to future transactions in which no express reference has been made to these GTC, but the customer/customer has become aware of these GTC on the basis of previous confirmed orders.

2.

The customer's/customer's terms and conditions of purchase shall only be binding on AMPR if AMPR has accepted other terms and conditions of purchase in writing.

3.

The prices/remunerations shall apply ex AMPR. Import duties, freight, customs duties, packaging and value-added tax are not included.

AMPR is expressly not bound to previous orders and their pricing.

4.

If a delivery period has been agreed, it shall be deemed to have been complied with upon notification that the goods are ready for dispatch. User-independent technical faults entitle AMPR to deviate proportionately from the agreed delivery time. Events of force majeure entitle AMPR to deviate from agreed delivery periods. Strike is expressly agreed as force majeure.

5.

Unless otherwise agreed, packaging, mode of dispatch and dispatch shall be chosen by AMPR at its own discretion. The transfer of risk shall take place at the time of leaving the delivery item at AMPR, even in the case of carriage paid delivery. If there is a delay in dispatch for which the customer/customer is responsible, the transfer of risk shall already take place upon notification of readiness for dispatch. Insurance of the delivery items against damage in transit, storage, breakage and fire shall take place if agreed.

6.

Deliveries shall remain the property of AMPR until all claims of AMPR against the customer/customer have been satisfied, even if the purchase price for expressly declared claims has been paid. In the case of a current account, the retention of title to the deliveries in the sense of goods subject to retention of title shall serve as security for AMPR's balance invoice.

§ 950 BGB (German Civil Code) is excluded. In the event of processing or treatment, the delivery item shall become co-owner of the new item thus created in proportion to the net invoice value of the processed items, which serves as reserved goods to secure AMPR's claims. The same shall apply in the event of combination and mixing with goods and objects belonging to AMPR within the meaning of §§ 947, 948 BGB (German Civil Code). The resale of goods subject to retention of title shall only be permitted to a customer in the ordinary course of business and shall be subject to the condition that the customer has entered into retention of title agreements with his customers. The buyer/customer is not entitled to dispose of the reserved goods, in particular pledges and transfers by way of security. In the event of resale, the customer/customer hereby assigns to AMPR all claims arising from the resale, including claims and other claims against his customer with all ancillary rights. At AMPR's request, the customer/purchaser shall be obliged to provide AMPR with information and documents which enable AMPR to assert its rights against the customer's customer. If the reserved goods are resold after processing with other goods not belonging to AMPR, the assignment of the purchase price claim shall only apply to the amount of the invoice value of the reserved goods of AMPR. AMPR must be notified immediately of any seizure or confiscation of the reserved goods. Any intervention costs arising therefrom shall in any case be borne by the customer unless they are to be borne by third parties. AMPR shall be entitled to sell or auction the goods received in this respect free of charge. The goods subject to retention of title shall be taken back at the proceeds obtained, but no more than at the agreed delivery prices, whereby AMPR reserves the right to make further claims for loss of profit and damages.

7.

Warranties for certain properties of the goods and delivery items must be made in writing in the order confirmation. The design and quality of AMPR's products are the selection samples which AMPR receives for examination at the customer's request. References to technical standards serve to describe the performance. A warranty of certain characteristics does not include a risk of consequential damage caused by a defect, unless AMPR or AMPR's vicarious agents act intentionally or with gross negligence. If AMPR advises the customer outside of its contractual performance, AMPR shall only be liable for the functionality and suitability of the delivery item if expressly assured in writing, whereby the state of the art at the time of acceptance of the order shall be decisive.

8.

Defects must be notified in writing immediately, at the latest two weeks after receipt of the delivery. In the case of hidden defects, a period of one week after discovery of the defect shall apply. In both cases, warranty claims expire 6 months after receipt of the goods.

In the event of existing defects, AMPR shall be entitled to choose between rectification of the defect and free replacement delivery. If AMPR does not fulfil this obligation

within a reasonable period of time, the customer/customer shall be entitled to claim a reduction in price or to withdraw from the contract and to demand reimbursement of incidental costs (e.g. installation and dismantling costs, transport costs, etc.). Further claims are excluded, regardless of the legal basis!

Replaced parts shall be returned to AMPR carriage forward upon request.

Improper handling and unauthorised reworking shall result in the loss of all claims for defects against AMPR. Exclusively in order to avoid disproportionately large damage or in the event of a delay in remedying the defect by AMPR, a customer/customer shall be entitled, after having informed AMPR in advance, to rectify the defect and to demand reimbursement of the reasonable costs incurred.

9.

In deviation from the above conditions, AMPR shall only be liable in all cases to the extent that AMPR, its executive employees or vicarious agents can be accused of intent or gross negligence.

10.

CAD models and/or files/data made available by the customer shall be decisive for notices of defects and claims with regard to quality and execution and the bases evident therefrom; alternatively, selection samples approved in writing may be decisive for notices of defects and claims therefrom.

11.

Payments shall be made exclusively in EURO to AMPR. AMPR shall be entitled to assign its claims for financing purposes. Unless otherwise agreed, payments shall be due immediately in accordance with the invoice. In the event that agreed payment periods are exceeded, AMPR shall be entitled to charge interest in the amount of 8 percent above the base interest rate, unless AMPR can prove higher debit interest.

12.

Insofar as AMPR receives instructions from the customer regarding the execution, it shall be agreed that the industrial property rights of third parties shall not be infringed by the activities initiated. References to existing third-party rights must be made in writing to AMPR by the customer. In this connection, AMPR shall be entitled to withdraw from the contract and to invoice the customer for services rendered up to that point. If third party rights exist and AMPR is not informed by the customer in this respect, the customer shall indemnify AMPR against any claims by third parties and shall be obliged to compensate AMPR for any damages incurred. AMPR shall not be obliged to examine the legal situation; this obligation shall be incumbent solely on the customer/customer. The specifications for industrial property rights of third parties expressly apply to all samples, models, drawings, parts made available, etc. 13.

13.

The business relations shall be subject to the mutual obligation to maintain secrecy with regard to the knowledge and information communicated to each other, in particular in connection with new developments, the exchange of data associated therewith, etc. Employees and salaried employees are, as far as they are not already obliged to do so on the basis of their employment contract, strictly obliged to secrecy. The obligation to secrecy and non-disclosure does not apply to developments that are already obvious (generally known and state of the art) and therefore no longer secret or protectable. If obviously no development occurs later, the obligation expires in this respect from this point in time. The obligation to maintain secrecy shall continue to apply when the business relationship has ended.

14.

The place of performance for all services owed by AMPR shall be Duisburg. In the internal relationship with the customer, these General Terms and Conditions of AMPR shall expressly apply. The validity of AMPR's terms and conditions shall be deemed to be exclusively applicable between the contracting parties. Any conflicting or conflicting general terms and conditions of business of the contracting parties shall be expressly devalued.

15.

The place of jurisdiction shall be Duisburg. However, AMPR shall be entitled to sue at the contracting party's place of jurisdiction.

16.

German law shall apply exclusively. Application of the CISG (United Nations Convention on Contracts for the International Sale of Goods) on the international sale of movable goods and on the conclusion of international sales contracts on movable goods is excluded.

17.

AMPR's liability with regard to the storage and care of items provided shall be limited to due care in its own affairs. Costs for insurance and maintenance shall be borne by the customer. AMPR's obligations shall expire when the order has been completed and AMPR has not requested the customer to collect the goods within a reasonable period of time. AMPR shall have a right of retention in respect of the items provided as long as the customer/customer providing the goods has not fulfilled its contractual obligations in full.

18.

If individual provisions of these Terms and Conditions are or become invalid, the validity of all other provisions shall not be affected thereby.