

General Terms and Conditions of Sale

1. General

All our supplies and services as well as all agreements concluded with us are exclusively subject to the following General Terms and Conditions of Sale. Our General Terms and Conditions of Sale only apply to persons who, on conclusion of the agreement, exercise their commercial or self-employed professional activity (entrepreneurs) and towards corporate bodies under public law as well as fund assets subject to public law. Only these persons are addressed by our range of goods and services.

Terms of the purchase pledged by us in writing do not apply to us even if we do not expressly object to them. This acknowledgement is required in any case, for instance also if we effect a supply to the purchaser unconditionally being aware of his General Terms and Conditions of Sale. In existing business relationships our terms of sale also apply to all future agreements to be concluded.

2. Offer, Conclusion of Agreement

Our offers are subject to confirmation and non-binding. Theoretical design images related to our products only serve as clarification of the principle of function. Only the written description is decisive. Orders are only binding for us if confirmed by us in writing or accomplished by effecting delivery of the goods. Any additional verbal agreements, supplements and modifications are also subject to our confirmation in writing for being effective. Technical modifications due to production techniques or further developments are reserved and permissible if they do not affect the function specified by us. The conclusion of the agreement is subject to the correct and timely delivery by our suppliers.

3. Delivery, Default

Unless otherwise agreed, any delivery dates quoted are principally non-binding. Any substrates provided for a coating order have to be delivered to our premises at the latest two weeks before the indicated delivery date due to incoming goods inspection and appliance production. Delays increase delivery time in the corresponding period of time or more due to availability of machinery.

We are entitled to make partial deliveries as far as the purchaser must reasonably accept this in the circumstances of an individual case. The corresponding invoices issued are payable without regard to whether complete delivery has been made.

4. Prices and Terms of Payment

Unless otherwise expressly agreed, prices are quoted ex works including packaging plus shipping costs as well as any applicable Value Added Tax. Discounts and deductions are only granted in writing.

The payment shall be made within 30 days after the date of invoice in EURO to one of our bank accounts. Bills of exchange and cheques shall be accepted upon separate agreement and only by way of payment. All expenses incurred in this regard shall be borne by the purchaser. If on request of the purchaser credit card payment is agreed for products and services which are not ordered via our

online shop, we reserve the right to charge handling costs of 4 % of the net invoice amount.

Should the purchaser be in arrears with payment, default interest shall be due and payable at the legally allowed rate. We reserve the right to claim further damages. Should the purchaser be in arrears with payment or should there be reasonable doubts as to the purchaser's solvency or credit rating, we are – without prejudice to our other rights – entitled to require securities or payment in advance for deliveries not yet made, and to require immediate payment of all our claims arising from the business relationship.

5. Cancellation

In the event the customer cancels all or any part of an order, we are entitled to charge cancellation costs in the amount of the expenses incurred by then. This amount is meant to cover in general the costs incurred and is not intended as a penalty.

6. Force Majeure

Events of Force Majeure, in particular strikes, lock outs, operation or transport interruptions, including at our suppliers, shall suspend the contractual obligations of each party for the period of the disturbance and to the extent of its effects. Should the delays caused exceed a period of 6 weeks, both parties shall be entitled to cancel the agreement, with respect to the scope of performance affected by such delays. No other claims exist.

7. Warranty

All our data, especially data relating to product suitability, processing and use, as well as to technical support, have been compiled to the best of our knowledge. The purchaser, however, must still perform his own inspections and preliminary trials. The condition of our goods is only agreed as per our product description. We guarantee that the products and services sold by us are free from defects with regard to material and work but do not guarantee their suitability for a certain purpose.

The purchaser undertakes to examine the goods immediately after delivery with respect to any defects concerning quality and suitability of purpose and object to ascertainable defects. Sample testing shall also be performed if this can be reasonably expected of the purchaser. Failure to proceed in aforesaid manner shall result in the goods being regarded as accepted.

Complaints must be made within 8 days after receipt of the goods. In case of hidden faults, however, complaints are to be made immediately on discovery, within one year after receipt at the very latest. Said claims shall only be taken into consideration if and when made in writing and with the relevant documentation attached. To comply with the time limit it shall be sufficient if the complaint is sent in good time. A checking on defects is only possible if the parts are made available to us. Any guarantee expires in case of inappropriate handling and use, adverse operating conditions and inappropriate stocking.

If we just do a job coating on substrates that are supplied by the customer, we only work at customer's risk and the warranty for handling, mounting and stocking of the substrates and the finished product is excluded.

If the purchaser requests supplementary performance due to a defect, we may choose whether we remove the defect ourselves or deliver a defect-free object as a replacement.

Replaced products become our property. The right to reduce the price or cancel the agreement in the event of unsuccessful supplementary performance shall remain unaffected.

All claims arising from material defects and defects of title lapse after one year from delivery of the object. Claims of the purchaser for damages or replacement of unsuccessful expenses only exist on the basis of § 8 and are excluded for the rest.

8. Liability

Unless otherwise results from these General Terms and Conditions of Sales and the subsequent provisions, we will be liable on violation of the contractual and non-contractual duties according to the relevant legal regulations.

We will be liable for damages – no matter for which legal reason – in case of deliberate action and gross negligence. In case of ordinary negligence we will only be liable for damages to life, body or health as well as for damages resulting from violation of a major contractual duty – in this case, however, our liability is limited to the replacement of the foreseeable typical damage.

9. Reservation of Ownership

The goods that have been sold remain our sole property until all outstanding debts arising from the business relationship with the purchaser have been paid in full. The purchaser has power of disposal of the purchased goods in the ordinary course of business, or he may process the goods until revocation by us.

Reservation of ownership and power of disposal also apply to the full value of the goods produced by processing, mixing and blending or combining our goods. In each case we qualify as the manufacturer. In cases where the goods are processed, mixed and blended, or combined with those of a third party, and where the title to the goods of the latter continues to apply, then we acquire joint ownership in proportion to the invoice value of those processed goods.

If security rights of a third party are in fact or in law below that share, the difference will be to our benefit. If the purchaser resells our goods to third parties he hereby assigns for security reasons the entire resulting payment claim – or in the amount of our joint share therein – to us.

10. Tools

The tool costs indicated in our offer or our confirmation, if applicable, are only a part of the material and labour costs incurred for tools and mountings and are considered as benchmark prices. By remunerating this tool cost part, the purchaser does not acquire any ownership or claim for ownership of the tools and mountings. They remain our property and in our ownership.

11. Industrial property rights

In case a third party enforces legitimate claims from a patent or other industrial property right against our supplies and services, we are free to choose either obtaining a license for the objects concerned or replacing these by objects which are not subject to industrial property rights. If, however, this is not possible due to legal or technical reasons or unacceptable for rational economic reasons, we take the objects concerned back against refunding of the purchase price. Insofar, there are no further claims of the purchaser. We are not liable for infringements of supplies and services effected on the basis of construction documents or other precepts of the purchaser.

12. Final provisions

Our registered office is the place of fulfilment for all obligations resulting from this contractual relationship. Exclusively the laws of the Federal Republic of Germany shall apply between the parties. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

Our registered office is the exclusive – also international – place of jurisdiction for all current and future claims from this contractual relationship.

In the event that any of the terms of contract with the customer, including these General Terms and Conditions of Sale, should be or become invalid either in full or in part, this shall not affect the validity of the other terms. The term that is invalid either in full or in part shall be replaced by a term that corresponds to the meaning of the invalid term as closely as possible.

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The above paragraphs represent a convenience translation from the original German version of the AGB (General Terms and Conditions of Sale). In the event of ambiguity, or difference arising between the original version and this translation, the original German version shall prevail.