I. Scope of Supply Conditions and Validity
1. These General Conditions of Sales and Deliveries apply to all supplies of Sekisui Chemical GmbH (SEKISUI) exclusively.

II. Quotation and Scope of Delivery
1. Unless otherwise agreed in written form, prices are effective ex production facility or warehouse.
2. Unless otherwise agreed in written form, advance payments or offsetting against open accounts are not possible.
3. Until confirmation of the order in writing, SEKISUI's offers are not binding, and all agreements and amendments are invalid without the written confirmation of SEKISUI. The extent of what is included in the delivery is governed by SEKISUI's written confirmation.

III. Prices and Payment Terms
1. Unless otherwise agreed in written form, prices are effective ex production facility or warehouse.
2. Unless otherwise agreed in written form, advance payments or offsetting against open accounts are not possible.
3. Unless otherwise agreed in written form delivery time shall be appropriately extended in the event of force majeure. After a reasonable time, SEKISUI shall be entitled to dispatch the goods on the customer's risk and for his account. Goods offered for delivery, even if slightly defective, shall be received by the customer without prejudice to the guarantee of the delivery.
4. Delivery in instalments shall be permitted.

V. Transference of Risk and Taking of Delivery
1. Unless otherwise agreed in written form (in particular by Incoterms 2000), the goods shall be transferred at the latest when the deliveries are handed over to the forwarding agent, carrier or other person or undertaking agreed to by SEKISUI. Except in case of carriage free delivery, SEKISUI will insure shipments against breakage, transport / conveyance and fire damage only upon according request (in particular by INCOTERMS 2000), and at the expense of the customer.
2. Should shipment be delayed by circumstances for which the customer can be held responsible, the risk shall be transferred to the customer with the information upon dispatch. SEKISUI shall be entitled to take any measures necessary, even without an express objection or in case orders are not fulfilled within the agreed time in order to store all stored goods at the customer's risk and expense.
3. Unless otherwise agreed in written form delivery time shall run not before the customer has timely provided the information he is required to supply. The date of receipt of payment shall be deemed to be the date on which SEKISUI has the amount at its disposal after crediting. Payments in advance or on account shall be charged to the customer.

VI. Ownership Conditions
1. All goods supplied shall remain property of SEKISUI until all claims (main and subsidiary) in respect of the goods supplied are settled. This shall also apply to any replacement parts delivered.
2. The customer shall neither assign the goods for safe keeping nor encumber them.
3. In the case of seizure, attachment or other measures taken by the customer, SEKISUI shall be informed promptly. The customer guarantees for the costs of a third-party counter-claim proceeding. In the event of seizure or attachment, SEKISUI's claim on the goods shall be satisfied ahead of the claims of any other party. SEKISUI will respectively be entitled to demand the goods delivered against loss or damage of any kind, for an appropriate sum and provide SEKISUI with evidence of the insurance upon request.
4. Processing or remodelling of the goods by the customer is always regarded as performed on behalf of SEKISUI. In the case of the goods being processed, or remodelled or combined with other goods the customer is responsible for the proper transfer of the new goods in proportion to the value of SEKISUI's goods to the other goods at the time of the processing, remodelling or combination.
5. The customer is only allowed to sell the original products and the new products respectively within the ordinary course of business. The customer here- with assigns to SEKISUI all future claims at the gross invoice amount agreed upon with SEKISUI.
6. The customer is obligated to inform SEKISUI about readiness for shipment is made before the expiration of the delivery time.
7. SEKISUI is obliged to release the securities at the customer's request, as far as their value exceeds the claims to be secured.
8. If national law of the country, in which the goods remain, requires further steps for the validity of the retention of title, for example the registration with a registry, the customer must pay for these steps. The customer has to deliver SEKISUI proof about this.

VII. Guarantee
1. The customer must examine the goods immediately after receipt and must give notice of obvious defects to SEKISUI immediately in written form. Other defects must be notified to SEKISUI in written form and immediately when they become visible.
2. Otherwise, the goods delivered are treated as approved by the customer.
3. In case of notice of defects in time, SEKISUI is liable either to repair or replacement at the disposal of the customer. Of the event of an arising out of repairs or replacements, SEKISUI shall bear – provided the complaints have to be justified – the cost of any replacement parts or transportation. Any other cost shall be borne by the customer.
4. The same guarantee shall apply to replacements and repairs.
5. SEKISUI may refuse to remedy defects, if the customer fails to comply with the obligations laid up by the right.
6. The customer shall have no further claims and in particular shall not be entitled to compensation for loss or damage other than the loss or damage of the goods supplied, except in case of intent and gross negligence of SEKISUI's management or vicarious agents.

X. Competent Court
1. The place of delivery for deliveries and payments shall be Düsseldorf, the Court of Düsseldorf being the competent court.
2. All disputes arising from this contract or its termination shall be settled in accordance with the laws of the Federal Republic of Germany. The exclusive and mandatory excluding the rules of conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods as of November 11, 1980, shall be excluded.

IX. Sekisui Europe GmbH's Right of Rescission
1. In the event of delay in payment, SEKISUI shall be entitled to rescind the contract after expiration of the deadline fixed for payment, hence to take back the goods delivered and to sue for compensation. In case of rescission, SEKISUI shall be entitled to compensate SEKISUI not only for the loss of profit, the cost incurred and the use made of the goods supplied, but also for any reducible in value in which he is not responsible and for other damages and SEKISUI is suffering from the customer's failure to comply with the terms of section IV.
2. In the event of unforeseen circumstances mentioned in section IV, para. 4, where these shall substantially alter the economic as well as the commercial condition of the performance or have a considerable effect on SEKISUI, or if it should subsequently prove impossible to perform any part of the contract, SEKISUI shall be entitled to withdraw partially or entirely from the contract. The customer shall not be entitled to compensation for such withdrawal. Should SEKISUI make use of the right of withdrawal, it shall inform the customer accordingly, directly upon becoming aware of the full effect of the said circumstances, even where an extension of time for delivery has already been agreed upon with the customer.

X. Court of Place of Fulfilment, Applicable Law
1. The place of fulfilment for deliveries and payments shall be Düsseldorf, the Court of Düsseldorf being the competent court.