

General Sales and Delivery Conditions of A.C.S. International GmbH

1. Area of Application

These General Sales and Delivery Conditions apply, notwithstanding the General Business Conditions of our customers and subject to any deviating agreements, for all current and future deliveries of our company. In addition, the legal provisions applicable for each delivery apply.

2. Delivery and Payment Terms

Our customers agree to accept our delivery and payment terms. This also applies for future deliveries, even if these delivery and payment conditions are not explicitly referred to. If orders are placed, which are not in accordance with our delivery and payment terms, our terms still apply, even if we don't object. Deviations only apply, if they are explicitly confirmed by us.

Deliveries take place according to our standard specifications. If we are responsible for the transportation, we will choose the means and way of transportation. Wishes of our customers will be taken into consideration, however, all additional cost associated with these wishes will be at the expense of our customers.

If not agreed differently, our standard payment terms of 30 days after the date of invoice apply without deductions.

3. Payments and Payment Delays

Bank fees for money transfers to our accounts are carried by our customers. In case of delayed payments we reserve the right to charge interest as well as compensation for currency deviations and court fees associated with the collection of receivables. If the buyer's payment is delayed, all other receivables with the buyer can be made payable immediately. The buyer has to carry all costs associated with legally successful prosecutions outside Germany.

4. Compensation

Customers can only withhold payment as compensation for their financial claims, if their claims are uncontested and accepted by us and if a corresponding compensation agreement has been signed by us.

5. Force Majeure

Unforeseen interruptions in production, delays of deliveries or cancellation of deliveries by our suppliers, lack of raw materials or energy, strike, difficulties in obtaining means of transportation, traffic problems, legal restrictions

imposed by governments and other cases of Force Majeure release us from our supply obligations for as long as these circumstances persist.

6. Claims of Defects

It is the obligation of our customers to test the goods delivered by us for conformity with the agreed specifications and for suitability for their intended use. Detected defects have to be reported to us within two weeks after receipt of the goods. Rejected goods may only be sent back to us with our expressed consent. Justified claims, of which we have been notified in time, will be compensated by us within an adequate period of time by removal of the defect or by a replacement delivery of acceptable material. If this compensation fails, the customer may cancel the corresponding order.

7. Packaging

One-way packaging will be disposed off by our customers in an orderly fashion, which is in compliance with all applicable environmental laws.

8. Liability

Claims for damages of our customers are excluded. We accept no liability for damages caused by the use of defective products received from us in formulations of our customers. Such defects have to be detected and reported to us according to paragraph 7 above, and the corresponding goods must not be used by our customers. If the customer decides to use our products in spite of detected defects, this action is the sole responsibility of the customer and does not justify claims for damages against us.

9. Property Retention

All delivered goods remain our property until our corresponding invoice has been fully paid. If the goods get sold or used, the property rights of the new product get transferred to us, unless the goods were fully paid.

10. Assignment of Receivables

We may assign our receivables for financing purposes to Factoring companies. In case of delayed payments of our invoices, customers outside the Federal Republic of Germany will be charged for all costs caused by legal proceedings, in court and out of court, associated with the collection of the corresponding receivables. In case of delayed payments of our customers to the Factoring company, all existing receivables will become due immediately. All payments of customers, who participate in the Factoring procedure, have to be made only to CommerzFactoring GmbH, Heinrich-von-Brentano Str. 2, D-55130 Mainz. We have assigned all our present and future claims from our business relationship with you to this company. Also, our property retention claims according to paragraph 9 above have been transferred to this company.

12. Court of Jurisdiction and Applicable Law

The court of jurisdiction is - at our choice - either Hameln or Mainz. We reserve the right to sue at the place of business of the customer. The sales contract is subject to German law, regardless of the provisions of the treaty of the United Nations concerning contracts for international trade.

13 Invalid Provisions

Should any of the provisions contained herein be legally invalid, this shall not render the entire contract invalid. The parties will replace such provision with a valid provision, which most closely reflects the economic purpose of the invalid provision.