

Sales General Conditions Vynlit Fassaden GmbH -May 2016

A) General provisions

I. Conclusion of Contract

1. All – also future – deliveries and performances including consultations and other secondary performances ensue exclusively on the basis of the following terms, even in all adaptation transactions. Purchase terms of the Buyer are herewith contradicted. Such will also not be recognized even if we do not expressly contradict them again following their receipt. These delivery and payment conditions qualify as accepted no later than upon acceptance of the goods delivered by us.

2. Our offers remain without engagement. Settlements and other agreements in particular in as far as they deviate from our conditions – become binding only upon our written confirmation.

3. These terms also apply for sales on the basis of a trade clause, in particular that of Incoterms. In the event of sales on the basis of one of the Incoterms contract formulae, Incoterms 1953 is authoritative. The trade clauses however apply only in so far as no other regulations have been agreed in these terms or in special agreements.

II. Price, Payment Conditions

1. Our prices are drawn from the order confirmation. To the extent that, between the conclusion of the contract and delivery or performance, our preliminary suppliers, our costs (e.g., freight cost increases) or our taxes increase or new taxes are introduced, then we are authorized to raise the price correspondingly unless the price has been expressly confirmed as a firm price.

2. Invoices are payable within 30 days from the invoice date. If payment takes place within 14 days of the invoice date, then we guarantee a 2 % discount, provided all earlier charges emanating from the business relationship have been paid. Discount deduction is excluded if the invoice amount is not paid within 14 days, regardless of the reasons.

3. In the event of payment delay beyond the target payment date, then interest and commissions will be charged for overdraft credits from the payable date in accordance with the respective bank rates, however minimum interest in the amount of 5 % above the respective German Bundesbank discount rate plus the applicable added value tax and, for the remainder, an all-inclusive processing fee as arrears compensation. The amount of the all-inclusive processing fee is calculated in accordance with a 10/10 fee for legal counsel corresponding with the value of the main charge (§ 4 ZPO – Civil Legal Proceedings Ordinance).

4. All of our charges become immediately payable, independent of the term of any received and credited bill(s) of exchange if the payment conditions are not complied with or we become aware of circumstances which are suitable in our view for reducing the creditworthiness of the Buyer. We are then also authorized to reserve as yet unexecuted deliveries against advance payment and, following an appropriate grace period, to withdraw from the contract or to demand damage compensation on the grounds of non-fulfillment. Additionally, we can prohibit the further sale and the processing of the delivered goods and demand their return or the transfer of the indirect ownership of the delivered goods at the expense of the Buyer and revoke the collection authorization in accordance with Fig. (A) III 7. The Buyer already authorizes us now to enter the business and/or operational premises of the Buyer in the event of the cases indicated and to remove the delivered goods.

5. We have a right to normal collateral for our charges according to type and scope, also in so far as they are conditional or limited.

6. Should difficulties arise in the transfer of the invoice amount into the Federal Republic of German, regardless of the reasons, then charges and disadvantages emerging as a result of such are debited to the Buyer. Upon maturity in foreign currency sales, the Buyer is to procure the equivalent of the invoiced foreign currency – converted at the rate of exchange noted on the day of the conclusion of the contract at the Frankfurt Stock Exchange – in German Marks. If the agreed mode or method of payment cannot be complied with, then the Buyer is obligated to make payment as we choose.

7. With all charges payable to us by the Buyer, we are authorized to set such off against all charges payable to the Buyer, regardless upon which legal basis, by us. This also applies when payment in cash from one side and payment in bills of exchange or other payment types have been agreed for the benefit of fulfillment. As is necessary, these agreements relate only to the balance. If the charges are payable on various dates, then our charges become in so far payable with the maturity of our liability and are accounted with the value position.

8. Should the Buyer demand a further delivery verification prior to settlement of our invoice, then we are authorized to charge an all-inclusive fee of € 90,- for the coverage of the costs accompanying such. More extensive rights remain reserved.

III. Reservation of ownership

1. The goods remain our property until complete payment of all charges, including incidental charges, damage compensation claims, charges arising in the future and the redemption of checks and bills of exchange. The Buyer is authorized to process and sell the goods under observation of the following conditions:

The Buyer authorizations to process reserved goods in proper business transaction ends, with no detrimental effect to the permissible revocation at any time by us, with the cessation of payment by the Buyer or in the event that application is made for the opening of bankruptcy or settlement proceedings in regard to the Buyer assets.

2. Handling and processing of the reserved goods ensues for us as the manufacturer as defined in § 950 of the Federal Civil Code (BGB) without representing an obligation for us. The processed goods qualify as reserved goods as

defined in Fig. 1.

In the event of Buyer processing, combination and mixture of the reserved goods with other goods, we are entitled to co-ownership of the new object at the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership is dissolved by combination or mixture, then the Buyer already transfers to us now the ownership rights to the stock or the new object that the Buyer is entitled to to the degree of the invoice value of the reserved goods. The Buyer stores such for us free-of-charge. The co-ownership rights arising in accordance with this qualify as reserved goods as defined in Fig. 1.

3. The Buyer may only sell the reserved goods in normal business transaction at the normal Buyer business conditions and as long as the Buyer is not in arrears, provided however that the charges from the further sale in accordance with Fig. 4 – 6 transfer to us. The Buyer is not entitled to other dispositions of the reserved goods.

4. The Buyer charges from the further sale of the reserved goods are already now ceded to us. They serve in the same scope for the security as the reserved goods.

5. If the reserved goods are sold by the Buyer together with other goods not purchased from us, then the cession of the charges from the further sale only applies in the amount of our invoice value of the respectively sold reserved goods. In the sale of goods for which we have co-ownership shares in accordance with Fig. 2 b, the cession of the charges applies in the amount of the co-ownership shares.

6. If the reserved goods are used by the Buyer for the fulfillment of a factory contract or factory delivery contract, then Fig. 4 and 5 of this contract apply accordingly for the charges.

7. The Buyer is authorized to collect charges from the sale in accordance with Fig. 3 and 6 until our revocation, which is permissible at any time. We will only make use of the revocation right in the instances named in Fig. (A) II 5. The Buyer is in no way authorized to cede the charges. Upon our demand, the Buyer is obligated to inform Buyer customers immediately of the cession to us – to the extent that we do not do such ourselves – and to give us information and documentation required for collection.

8. If the value of the existing collateral exceeds the secured charges by more than 10 % altogether, then we are in so far obligated upon Buyer demand to the release of collateral according to our wishes.

9. If the ownership reservation or the cession is not effective in accordance with the law under which jurisdiction of such is to be found, then the collateral corresponding with the ownership reservation or the cession under such jurisdiction qualifies as agreed.

If the cooperation of the Buyer is required in this instance, then the Buyer must undertake all measures that are required for the foundation and maintenance of such rights.

IV. Impermissible Further Delivery, Misrouting

1. Upon demand by us, the Buyer is obligated to provide us with verification of the whereabouts of the goods.

2. Goods not sold expressly for the purpose of export may not be transported to regions outside of the Federal Republic of Germany in an unprocessed condition.

3. Goods sold for export may not be maintained on Federal German territory in an unprocessed condition, delivered or transported back to there and also not to any country other than the destination country specified in the order. These goods are also prohibited from being processed on Federal German territory.

4. The Buyer is obligated to pass the obligations specified in Fig. 1 – 3 on to the Buyer's customers, to make the claims arising from such applicable and, upon demand, to cede these rights to verifications, damage compensation and contractual penalties to us. The Buyer is obligated to inform us without delay of violations on the part of the Buyer's customers against the obligations assigned to the Buyer in accordance with Line 1.

5. Should the Buyer or Buyer customers violate the obligations named above, then the Buyer must compensate the profit lost to us and pay us a contractual penalty of 30 % of the agreed purchase price.

6. If the goods have been transported to a location or address other than the one specified in the invoice, then the Buyer, even failing that Buyer fault is verified, must compensate all concessions which were guaranteed in regard to the specified receiver plus € 50,- per ton of misrouted goods, nevertheless a minimum of double the value of the concessions

V. Placement of Fulfillment and Legal Domicile

The place of fulfillment for delivery and payment is Kassel. Legal domicile for both contract parts is Kassel. We can call the District Court with no regard for the value of the object of dispute.

B) Execution of Deliveries

I. Delivery Companies

The choice of our suppliers is at our discretion

II. Delivery Time Periods, Deadline Dates

1. The delivery time periods and deadline dates always apply as approximates.

2. The delivery time periods begin with the date of our order confirmation, nevertheless not prior to complete clarification of all details of the order and the acquisition of any required domestic and foreign official certifications. Delivery time periods and deadline dates refer to the point in time of shipping. They qualify as complied with upon notification of shipping readiness if the goods cannot be punctually shipped without us or our preliminary supplier incurring debt.

Delivery time periods extend – with no detrimental effect to our rights resulting

Sales General Conditions Vinylit Fassaden GmbH -May 2016

from default on the part of the Buyer – by the amount of the period of time by which the Buyer is in default with regard to Buyer obligations from this or other concluded agreements. This applies accordingly for the delivery deadline dates.

3. The preceding Fig. 2 also applies in the event that delivery time periods or deadline dates have expressly been agreed as firm.

4. In the event that we should fall into default, then the Buyer, following the expiration of a grace period established by and reasonable for us, can withdraw from the contract in so far as the goods have not been reported to be in a state of shipping-readiness up to the point in time of the expiration of the grace period.

III. Force Majeur and Other Delivery Obstacles

Instances of Force Majeur authorize us to delay delivery for the duration of the hindrance and an appropriate restart period or, due to the unfulfilled portion, to withdraw partially or wholly from the contract. Force Majeur is equivalent to strikes, lock-outs and other circumstances which make delivery significantly more difficult or impossible for us, and indeed, regardless of whether such arises for us, for our preliminary suppliers or their preliminary suppliers. The Buyer can demand an explanation from us as to whether we intend to withdraw or deliver within an appropriate time period. Should we fail to provide such explanation, then the Buyer can withdraw from the contract

IV. Pick-up Purchase

1. When a pick-up purchase is agreed, it can only ensue at the manufacturer factory immediately following notification of shipping-readiness. Pick-up purchase costs are the liability of the Buyer.

2. Should the pick-up purchase fail to occur, not occur punctually or occur incompletely, then we are authorized to ship the goods without pick-up or to store such at the expense and risk of the Buyer. Upon such shipment or storage, the goods then qualify in every way as properly delivered in accordance with the contract.

V. Dimensions, Weight, Qualities

1. Deviations in dimensions, weight and qualities are permissible in accordance with DIN or the applicable practice.

2. No guarantee is assumed for an item number, bundle number or anything similar that is specified in the invoice. Differences in regard to the arithmetical individual quantities will be adjusted proportionately to these.

3. We are authorized to exceed or fall short of the agreed order quantity by up to 20 %. Larger deviations from the order quantity only provide grounds for claim by the Buyer in regard to the portion exceeding this 20 % deviation.

VI. Shipping and transfer of Risk

1. We determine the shipping agent or carrier.

2. Material for which notification of shipping-readiness has been provided must be retrieved without delay, nevertheless no later than within four days, at the delivery factory. Otherwise we are authorized according to our discretion to ship the material or to apply the rights contained in Fig. 3.

3. If loading or shipment of the goods is delayed due to reasons for which we are not to be held responsible, then we or our authorized representatives are authorized but not obligated to store the goods at our discretion – in the open if necessary – at the expense and risk of the Buyer and under exclusion of our liability, to undertake all measures deemed to be appropriate for the preservation of the goods and to enter the goods in the respective invoices as having been delivered.

4. Should the transport via the planned route or to the planned location in the planned time become impossible through no fault of our own, then we are authorized to deliver via another route or to another location; resulting costs are the liability of the Buyer. The Buyer will be previously provided with an opportunity for comment.

5. In the event that such is standard, then we deliver packed. We ensure packaging, protective aids and transport aids according to our experience at the expense of the Buyer and under exclusion of our liability. Packaging, protective aids and transport aids will not be taken back.

6. In the event that a shipment of shipping documents and other vouchers owed by us is delayed following shipment, then we only assume liability for the consequences in the event of gross negligence.

7. With transport damages, the Buyer is to occasion the recording of the facts of the case without delay at the responsible posts.

8. Risk transfers to the Buyer upon transfer of the goods to the shipping agent or carrier, nevertheless no later than upon departure from the factory or storage facility. With sales on the basis of the contract formulae of Incoterms 1953, only these formulae provide the standard for transfer of risk. In so far as the Seller is responsible for the risk in accordance with such, then the risk liability obligation of the Seller is nevertheless limited to those risks which are insurable in accordance with the normal fpa terms. Risks exceeding this are the responsibility of the Buyer from the point in time of the concrete formation of the goods

VII. Defects, Delivery of Goods Not in Accordance with the Contract

We provide guarantee for defects of the goods, including the absence of assured properties, in accordance with the following provisions.

1. The point in time of shipment is decisive in the determination of the condition of the goods in accordance with the contract.

2. Following execution of an agreed pick-up purchase of the goods by the Buyer, reprimand of defects which are ascertainable with the agreed type of pick-up purchase is excluded.

3. Open defects, transport and packaging damages as well as faulty quantities in trade transactions are to be reprimanded immediately in writing by the Buyer upon arrival of the goods and under exact designation of the complaint. With packaging damages, the Buyer is obligated to inspect the goods

upon delivery and to notify the deliverer and us of any damages.

The inspection obligation extends in each instance to the entire delivery. If the goods are accepted by the receiver without complaint, then all claim rights dissolve.

If no trade transaction is at hand, then the Buyer is obligated to inspect the delivered goods without delay following their arrival. The time limit for reprimands totals one week.

4. Guarantee performance claim rights are limited to spare parts deliveries. Following defective replacement delivery, the Buyer is entitled to a price reduction. Claims extending beyond this – in particular to lost profit or from consequential damages – are equally as excluded as is our liability therefor that the delivered goods are not deemed by the Buyer to be suitable for the purposes envisaged.

Guarantee performance claim rights are also dissolved upon further processing of the goods delivered by us if such become an essential component of other goods.

5. If the Buyer gives us no opportunity to convince ourselves of the existence of the defect, or should the Buyer fail to provide us without delay with the goods or samples of the goods being objected to, then all defect claim rights are rendered inapplicable.

6. Defect claim rights lapse one month following written rejection by us of the defect notification.

7. With goods which have been sold as degraded material – e.g., so-called IIA-Material – the Buyer is not entitled to any claim rights due to defects.

8. The preceding provisions also apply in the delivery of goods other than those in accordance with the contract.

9. The guarantee performance for products that are not manufactured by us does not exceed that of our preliminary suppliers as regards type and scope.

10. Standard negligible deviations in measurement, weight and color of the delivered goods do not justify objections. We cannot guarantee color-fastness

C) Liability

Our liability is exclusively determined according to the agreements concluded in the preceding paragraphs. All claims which are not expressly conceded therein, including damage compensation claims – regardless of upon which legal basis – are excluded. § 276, Sec. 2 of the Federal Civil Code (BGB) remains unaffected

D) Other Provisions

I. Continuous Delivery

In the case of agreements with continuous delivery, then call-ups and classifications for approximately equal monthly quantities are to be provided to us. If call-up or suspension does not occur punctually, then we are authorized following the establishment of an unfruitful grace period to conduct classification ourselves and to deliver the goods or to withdraw from the remaining portion of the agreement and to demand damage compensation..

II. Partial Delivery

We are authorized to conduct partial deliveries after we have given the Buyer the opportunity to comment. The additional costs emerging for us are not the liability of the Buyer if we are responsible for their emergence. The price remains unaffected. Each partial delivery qualifies as an independent transaction.

III. Exceeding Contract Quantity

Should the contract quantity be exceeded as a result of the individual Buyer call-ups, then we are entitled to delivery of the surplus, but not obligated. We can also invoice the surplus at the prices valid at the point of call-up or delivery.

IV. Export Verification

Upon pick-up of goods not destined for the territory of the Federal Republic of Germany by the Buyer or the Buyer's authorized representatives, the Buyer must present us with the export verification required for tax purposes. Otherwise, the Buyer must pay us an amount totaling the respective applicable added value tax rate of the invoice amount for domestic deliveries.

V. Applicable Law

For all legal relationships between us and the Buyer, only the law providing the standard for legal relationships between domestic parties presiding at the location of our headquarters applies.

VI. Partial Impracticability

Sollten einzelne Bestimmungen dieser Liefer- und Zahlungsbedingungen Sollten individual provisions of these delivery and payment conditions be or become completely or partially impracticable or should a loophole emerge in the conditions, then the validity of the remaining provisions should not be affected by such. In the place of the impracticable provisions or for closing of the loophole, an appropriate regulation should apply which, as far as is legally possible, comes the closest to embodying that which was intended according to the sense and purpose of these provisions. Should the invalidity of a provision affect the specified dimension of the performance or time (time limits or dates), then a legally permissible dimension should take its place. Oral supplementary agreements require our written confirmation for their validity.