



Standard Business Conditions of Particular GmbH

Status: July 1st, 2010

I Scope

1. All of our agreements and quotations are based on the following provisions, which shall exclusively apply. Contrary or different terms and conditions introduced by the customer shall apply only if an express written agreement as to their applicability has been made.
2. For any agreements deviating from the following provisions to become valid they are subject to our written confirmation.

II Prices, Quotation, and Completion

1. Until accepted by the customer, our quotations – including prices details – are subject to change und non-committal.
2. All information in our quotations, prospectuses, bill of quantities, quality descriptions, and data sheets solely describe general properties without guarantee. We reserve our property right over quotations and other documents; the client must not make them accessible to third parties.
3. For the date, amount, and quality of a delivery, our written offer or acceptance of order is authoritative. Changes to the extent of the order and side-agreements require our written consent for their effectiveness.
4. Partial deliveries und their partial billing are permitted.
5. Due dates of completion are delayed reasonably if the order is changed supplementarily or drawbacks occur that are beyond our sphere of influence, such as official directives, difficulties of supply, delayed deliveries by our distributors, or acts of God.
6. List prices at the date of order are decisive. Unless agreed otherwise, these apply ex factory, plus the respective tax on sales, and refer to the stipulated scope of supply and services, especially according to our quotation.
7. Supplementary services must be paid separately. The item of delivery keeps subject to changes due to technological improvements or new legal stipulations during the delivery period, unless the delivery item is changed significantly or the changes are unacceptable to the customer.

III Delivery Time

1. Information on delivery times shall be binding only if an express delivery date has been stipulated in the order confirmation or has been retroactively agreed upon in writing.
2. Events of force majeure, as well as strikes, lock-outs, operational interruptions, delay of sub-suppliers or other unforeseeable circumstances shall result in reasonable delays in delivery time.
3. In the event of late delivery, the customer shall have the right to set a remedial period of four weeks in writing. Upon the expiration of same, customer shall have the right to rescind from the contract. Claims for damages due to non-fulfillment, late fulfillment or impossibility of performing the service exceeding 10 % of the order value shall be excluded in all cases of delayed delivery, even after setting a remedial fulfillment period. This shall not apply to cases of mandatory liability in the event of intent, gross neglect or due to the loss of life, personal injury or health damages.



IV Transfer of Risk

1. Our shipments shall be made from our domestic warehouse, unless other agreements have been made in writing.
2. Goods shall be shipped uninsured for the account and at the risk of the customer or recipient. Risk shall transfer to the customer as soon as the delivery object is handed over to the party responsible for transportation. Additional costs incurred for urgent or express shipments shall be for the account of the customer.
3. Transportation insurance shall be obtained only if so instructed by the customer and for customer's account.

V Sale of Chemicals

Due to statutory provisions, Particular does not sell chemicals to private individuals. We reserve the right to cancel accepted orders, if we receive information that suggests the order of chemicals by a private individual.

VI Retention of Title

1. We shall retain title in all delivery objects until all services contractually agreed upon have been paid for in full.
2. The customer shall neither pawn nor assign the delivery object as collateral. In the event of attachment or seizure or other third party disposition, the customer shall alert the third party to our rights and shall notify us immediately.
3. The customer shall have the authority to re-sell the delivery objects within the scope of appropriate business transactions against cash payment or under title retention. The customer herewith assigns any and all receivables and ancillary rights customer is entitled to from the re-sale of said items. In the event that goods we retain title in are sold alongside other goods, the purchase price receivable equaling the amount of the price for our goods shall be deemed assigned. The assigned receivables are collateral for all entitlements pursuant to Article VI/1. The customer shall have the right to collect the assigned receivables.
4. In the event that the value of the receivables assigned to us as collateral should exceed the sum total of our receivables from the business relationship by more than 20 %, we shall, at our discretion and upon customers request release receivables.
5. In the event of culpable contract breaching conduct of the customer, in particular if customer is in default of payment, we shall have the right to confiscate the delivery objects after giving notice and the customer shall undertake to surrender same. The enforcement of the title retention rights and the seizure of the delivery objects by us shall not be construed as our rescission from the contract, unless we have expressly declared it to be in writing.

VII Warranty

1. The customer shall inspect the goods for freedom from defects immediately upon arrival. Obvious defects shall be reported to us promptly, however, no later than one week after the receipt of the goods. Notification shall be given in writing, indicating the defect. Failure to claim obvious defects in a timely manner or in the correct form shall result in the goods being considered approved.
2. A material defect that is revealed at a later date, shall be reported immediately upon discovery also, however, no later than one week after the discovery, otherwise the goods shall be considered approved.



3. All parts or services that reveal a material defect within the statute of limitations period and for which proper defect claims have been filed, shall be repaired or replaced by us at our discretion, provided the defect already existed at the time of risk transfer.
4. We shall always be given the opportunity to take remedial action within a time period of six weeks. In the event that the remedial action should be futile, the customer shall – without prejudice to any claims for damages pursuant to Article VIII – have the right to rescind from the contract or reduce the amount of remuneration paid.
5. Defect entitlements shall not be accrued in the event of only slight deviations from the agreed upon quality, in the event of only slight adverse effects on the usability, for natural wear and tear or in the event of damages incurred after the transfer of risk due to incorrect or negligent handling, excessive stress or due to external influences not foreseen pursuant to the contract. In the event that the customer should make modifications to the delivery object, customer shall, to that extent, not be entitled to claims for defects. Also excluded shall be material defect claims for consumption goods subject to normal wear and tear in use.
6. Material defect claims shall be subject to a statute of limitations of twelve months.
7. Article VIII (Other Damage Compensation Claims) shall otherwise apply to claims for damages. Any other customer claims for damages against ourselves or our agents that exceed or are not included in the entitlements provided for in Article VII based on material defects shall be excluded.
8. In the event that a claim for defects should turn out to be unjustified, we shall have the right to bill the customer for the expenditures we have incurred as a result.

VIII Other Damage Compensation Claims

Other customer damage compensation claims, regardless of their legal grounds, and in particular those based on the breach of duties under the debtor relationship or arising from unauthorized acts, shall be excluded. This shall not apply to cases of mandatory liability, for instance pursuant to the German Product Liability Act (ProdHaftG), in the event of intent, gross neglect, or due to the loss of life, personal injury, or health damages, due to express contractual covenants or due to the breach of integral contractual obligations. Integral contractual obligations are such fundamental obligations whose fulfillment the proper execution of the contract hinges on and in the compliance with, as a rule, the other contracting party, can trust. The compensation for damages for the breach of integral contractual obligations shall, however, be limited to the contract typical, foreseeable damages, unless the liability is based on intent or gross neglect or the loss of life, personal injury, or health damages, or on the promise of the absence of a defect. The above provisions shall not change the burden of proof to the disadvantage of the customer.

IX Governing Law

This contract shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts on the International Sale of Goods shall be excluded.

X Place of Jurisdiction and Fulfillment

1. The sole place of jurisdiction is Hannover, Germany.
2. In the event of any litigation arising from the contractual relationship, provided the customer is a commercial professional pursuant to the German Trade Law (HGB), a legal entity of public law or a public-legal special entity, suit shall be filed with the competent court having jurisdiction over our headquarters' domicile. We shall also have the right to file suit at the domicile of the customer.