

**General Sales Conditions**  
**SolviCore GmbH & Co. KG, Hanau-Wolfgang**  
**(As per: July 2006)**

1. **Essential Part of Contract:** These General Sales Conditions are an essential part of all our offers to conclude contracts and all contracts relating to deliveries and services rendered to commercial customers. Our General Sales Conditions apply exclusively. Any inconsistent, diverging or additional conditions of the Purchaser shall not apply even if they are incorporated in a purchase order following our offer and we do not expressly object to these or we execute the order without reservation. Our General Sales Conditions are accessible at any time at [www.solvicore.com/aqb](http://www.solvicore.com/aqb)
2. **Offers, Contracts:**  
Our offers are subject to change without notice. Any contract requires our acceptance in writing or an order acknowledgement issued with the aid of automatic facilities, whereby the execution of an order is deemed acceptance. Any amendment, supplement or cancellation of or under a contract or of any of the provisions of these conditions shall be valid in writing only. Statements or notifications by the Purchaser after conclusion of contract shall only be effective if submitted in writing.
3. **Prices:**  
Prices - unless otherwise agreed expressly in writing - do not include the costs of packing, insurance, freight and the value added tax.
4. **Tools and Models:**  
They remain our property even if the Purchaser pays for them in full or in part.
5. **Prepayment, Security:**  
We reserve the right to request in writing a prepayment or security amounting to the invoice value of the delivery if circumstances arise or become known to us subsequently which could endanger the collection of the purchase price. If the Purchaser fails to make the prepayment or provide the security within a reasonable period after such written request, we have the right to rescind the agreement forthwith.
6. **Place of Performance:**  
Place of performance is our production plant or warehouse.
7. **Dispatch, Deliveries:**  
Unless otherwise agreed in writing, all goods are dispatched at the risk of the Purchaser. We reserve the right to select the method of transport, the route and the carrier. Partial deliveries are permitted. Item 6 remains unaffected.
8. **Date of Delivery:**  
Even if a reminder suffices or is not required in accordance with the law, we shall not be deemed in delay until after the expiry of a reasonable deadline for final delivery set by the Purchaser in writing ("Nachfrist").
9. **Transport Insurance:**  
We are authorized to take out appropriate transport insurance on behalf and at the expense of the Purchaser for an amount at least equal to the invoiced value of the goods.
10. **Retention of Title ("Eigentumsvorbehalt"):**  
The goods sold shall remain our property until all claims arising under our business relationship with the Purchaser have been satisfied.  
  
If our goods have been combined, mixed or processed to produce new goods, our title shall extend to the new product. The Purchaser hereby assigns to us his rights to the new product. If a third party's right of ownership continues to exist when our goods are processed, combined or mixed with its goods, we shall acquire co-ownership pro rata of the processed goods at the time of such processing, combination or mixing. If the Purchaser combines or mixes our reserved goods with the main goods ("Hauptsachen") of a third party for compensation, the Purchaser hereby assigns to us his right to compensation from such third party.  
  
The Purchaser may, in the ordinary course of his business, resell any goods which are subject to our retention of title. The Purchaser hereby assigns to us all his claims arising from such resale up to the amount of our outstanding claims. The Purchaser is authorized to collect payments for claims from such resale for as long as he meets his obligations towards us in due form. If so requested by us, the Purchaser shall advise his customers of such assignment of rights and provide us with the information and documents necessary to enforce our rights vis-à-vis these parties.  
  
We must be notified without delay in writing of any seizure by third parties of the goods and claims belonging to us.  
  
In the event that the realizable value of the security provided to us exceeds our secured claims by more than 10 percent, we shall, upon the Purchaser's request, be obligated to release the security, at our discretion, in excess of said limitation.
11. **Force Majeure:**  
In the event of acts of God, such as war, civil commotion, and natural disasters as well as labour disputes and disruptions of transport or plant operations, directions by authorities, scarcity of energy or raw materials, or similar difficulties beyond the control of the parties affecting either party during the term of a contract, all commitments arising from a contract shall be suspended for the duration and scope of the impediment. In each case the parties shall amicably agree if and to which extent suspended deliveries caused by force majeure shall be effected subsequently.
12. **Product Information:**  
Information about our products, equipment, plant and processes is based on extensive research and our considerable experience in the field of applied engineering. We provide this oral and written information to the best of our knowledge. However, we do not assume any liability except as expressly agreed in the terms of the individual contracts and we reserve the right to make technical modifications in the course of our product development. The user shall not be relieved of his obligation to verify the suitability of our products and processes for the use or application intended by him and to assume responsibility in this connection. This shall also apply to the protection of third party proprietary rights as well as to applications and processes.
13. **Notification of Defects:**  
The Purchaser shall notify us of all faults without undue delay in writing, however no later than 5 working days after receipt of the goods (in the event of hidden defects without delay, however no later than 5 working days after the discovery thereof). Should the Purchaser fail to give such notification, the goods shall be deemed as accepted.
14. **Warranty:**  
In the event of faulty goods, we shall, at our discretion, either replace or repair the goods upon demand by the Purchaser (subsequent performance). Should our subsequent performance fail to remedy the defects, the Purchaser shall be entitled, at his discretion, to either reduce the purchase price or to withdraw from the contract. The Purchaser shall only be entitled to damages to the extent stipulated in clause 16.
15. **Delivery Shortages:**  
In the event of short deliveries, we shall, if reasonable, cover the shortage or grant credit for the respective amount.
16. **Limitation of Liability and Exclusion from Liability :**  
Claims by the Purchaser for compensation for lost profits, damage caused by loss in production and damage which did not occur to the delivered goods themselves but only indirectly through these (consequential damage) are excluded. In other respects we can only be held liable for damages, irrespective of the legal grounds, up to the invoice value of the goods delivered by us, without regard to the value of precious metals contained therein.  
  
The limitation of liability and exclusion from liability shall not apply
  - to damage caused by death, injury or an impairment to health which we, our legal representatives or our vicarious agents caused intentionally or negligently
  - to other damage which we, our legal representatives or our vicarious agents caused intentionally or by gross negligence;
  - if and to the extent that the breach of the duty is of essential importance to achieve the purpose of the contract (cardinal duty) and the damage was foreseeable;
  - if we have fraudulently concealed a defect or accepted a warranty for the nature of the goods;
  - if and to the extent that we have mandatory liability under the Product Liability Act or for other reasons.
17. **Statements of Account:**  
The Purchaser shall verify the correctness and completeness of statements of account, in particular balance confirmations, as well as notifications and settlements of accounts. Objections to statements of account shall be made in writing within one month from the date of the respective statement. Any other objections shall be made without undue delay. Failure to make timely objections shall constitute approval.
18. **Place of Jurisdiction:**  
Exclusive Place of Jurisdiction shall be for both parties Hanau am Main, Germany.
19. **Applicable Law:**  
The contract and the legal relationship with the Purchaser shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods - CISG - of April 11, 1980 shall not apply.
20. **Trade Terms:**  
If trade terms have been agreed originating from the International Chamber of Commerce (INCOTERMS), the INCOTERMS as set forth in its latest version under [www.iccwbo.org/incoterms/preambles.asp](http://www.iccwbo.org/incoterms/preambles.asp) shall apply.
21. **Severability:**  
Should any of these provisions be deemed wholly or partially invalid, this shall not affect the validity of the remaining provisions.