

1 Scope

1.1 The following General Conditions of Purchase apply to all goods and/or services acquired or purchased by Matrium GmbH (Matrium) from the Supplier.

1.2 Any general conditions of business of the Supplier that deviate from or amplify these General Conditions of Purchase are not legally binding on Matrium, even if Matrium does not explicitly contradict them or even if the Supplier declares its wish to deliver only on its general conditions of business.

2 Formation of Contract

2.1 If the Supplier does not accept in writing any order from Matrium within two weeks of it being received, or signify its intention of doing so by making delivery, then this Matrium order shall expire. The date of receipt of the acceptance and/or the delivery itself determines whether the two-week period has expired.

2.2 The order acceptance must contain all essential order information, including the exact description of the goods or services ordered, the order number, prices, and dates of order and delivery. The supplier commits itself with the acceptance to the error-free delivery and performance the subject of the contract. In delivery of defective products or performances, he indicates this in written form. The use of suspected unapproved, unapproved and counterfeit parts has to be prevented.

2.3 Additions or changes to the order by the Supplier are to be considered as a new quotation and effective only if Matrium has confirmed them in writing.

2.4 Without the prior written consent of Matrium, the Supplier has no right to subcontract its order to third parties, wholly or partially, or to allow it to be executed by third parties. Unauthorised subcontracting to third parties entitles Matrium to withdraw from the contract wholly or partially, and to claim compensation.

2.5 With the acceptance of the P.O., the supplier confirm to be in possession of the necessary technical instruction of proofs. These will be submitted automatically to Matrium.

2.6 Quality and Safety

The Supplier confirms that every delivery or performance meets the specifications, technical details and other standards set by law, by contract or that could be recognized as given from Matrium due to legal appearance. Every supplied good complies with (i) the respectively applicable European Directive and the transforming national provisions and/or acts respectively (ii) Regulation 765/2008/EG based on which a (i) manufacturer's certificates or a (ii) certificate of conformity (CE) shall be attached to every good delivered. The supplier shall furthermore advise Matrium about any special, not evident or not generally known handling and disposal requirements. In case of not meeting one or more requirements hereunder, delivery shall be deemed to meet these requirements through prior written consent of Matrium.

Additionally the Supplier considers state of the art technology and safety standards.

Matrium has a quality management system as per EN9120 and ISO9001. Matrium expects a quality management system from your suppliers likewise as per at least ISO9001.

3 Prices

3.1 The agreed prices are fixed prices and exclude subsequent claims or price increases of any kind.

3.2 Deliveries are made DAP, INCOTERMS 2010, unless agreed otherwise.

4 Payment Terms and Conditions

4.1 The Supplier's invoices must be drawn up in duplicate and contain all the details requested in the order for each delivery and must send to the address of invoice on each order.

4.2 Unless otherwise agreed, Matrium payments are in principle made by bank transfer, within 14 days of delivery and receipt of invoice with 3 % cash discount, within 30 days with 2 % cash discount, or within 90 days without deduction. Discount deduction is permissible even in cases of set-off or retention of claims on account of defects.

4.3 Without Matrium's prior written consent, the Supplier has no right to assign its claims on Matrium or to have them recovered by third parties. This does not apply in the event of prolonged retention of ownership and for assignments to companies in which Matrium has direct or indirect participation of over 50 %. § 354 a of the German Commercial Code remains unaffected.

5 Delivery Dates, Place of Performance

5.1 The delivery date agreed is legally binding. Advance deliveries and deliveries after the agreed delivery date are only permissible with prior written consent from Matrium.

5.2 The punctuality of deliveries is determined by their arrival at the delivery address specified by Matrium. The Supplier must inform Matrium immediately if, and as soon as, it becomes apparent that it may not comply with the delivery date. Acceptance by Matrium of any delayed delivery does not imply any waiver of rights to compensation.

5.3 If the Supplier falls behind on delivery, Matrium Shall be entitled to claim a contractual penalty of 0.5 % of the order value for each week of delay, but up to a maximum of 5 % of the order value. The Supplier is at liberty to bring forward proof that some lesser damage, or no damage, has arisen for Matrium because of the delay.

5.4 Matrium is not obliged to accept part deliveries. The remaining quantity still to be delivered must be listed on the delivery note in the case of part dispatches that have been agreed.

5.5 The delivery address detailed in the order is the place of performance for the Supplier's deliveries or services. If a delivery address is not detailed and if this does not follow from the nature of the debt obligation, the Supplier must ask Matrium about it.

6 Dispatch, passing of Risk

6.1 The Supplier must properly pack and dispatch all goods to be delivered, and comply in this respect with all relevant regulations concerning packaging and dispatch. The Supplier is liable for all damages arising for Matrium because of improper or inadequate packaging.

6.2 Shipping documentation such as delivery slips and packing lists must accompany the deliveries. The order numbers and the Matrium identification markings requested in the order must be detailed on all documents.

6.3 Any additional costs arising for Matrium on account of disregard of the above provisions will be charged to the Supplier.

6.4 In the case of deliveries not involving installation or assembly, the risk passes on their arrival at the delivery address specified by Matrium. In the cases of deliveries involving installation or assembly, and of services, risk passes when acceptance is granted at the installation site.

7 Matrium's Rights in Case of Defects

7.1 The Supplier is responsible for defects in the delivery objects for a period of two years from passing of risk. In the case of buildings and works, the success of which consists in the provision of services in planning and supervising them, the period is extended to five years from their acceptance.

7.2 Matrium will notify the Supplier of defects immediately and in writing, to the extent that such defects are identified in the course of ordinary business activities.

7.3 If a delivery object turns out to be defective during the warranty period, Matrium may demand subsequent performance, i.e. at its option removal of the defect(s) or supply of goods or services free of defect(s). Matrium may assert these rights in addition to its claim for performance and even prior to the passing of risk if the defects are identified at that point in time.

7.4 If the subsequent performance by the Supplier fails, if the Supplier refuses subsequent performance, or if the Supplier does not bring about subsequent performance within an appropriate period of grace set by Matrium, then Matrium may abate the purchase price, or withdraw from the contract and demand reimbursement for expenditure incurred in vain or compensation in damages in lieu of performance.

7.5 The Supplier undertakes to thoroughly examine the delivery objects for defects and to do everything to avoid any product liability. If claims are made on Matrium on account of the defectiveness of any product and if the defectiveness is based wholly or partially on any defect(s) in the Supplier's delivery, then Matrium may also demand indemnification vis-à-vis third parties instead of compensation for all damage. The Supplier's obligation to pay compensation for damages also encompasses the

costs of any precautionary recall operation to prevent losses, if this is feasible. The Supplier is obliged to take out appropriate insurance against all damage risks in conjunction with product liability.

7.6 In so far as any third party makes claims against Matrium on account of the breach of any industrial property rights, copyright or other right because of goods and/or services delivered by the Supplier and used by Matrium in accordance with the contract, the Supplier will comprehensively indemnify Matrium in relation to the third party from recourse of every kind. Matrium will support the Supplier reasonably in the case of it defending itself against unjustified claims by third parties, in which case the Supplier shall assume the costs incurred by Matrium in this connection.

7.7 If it turns out during the guarantee period that any work is defective, Matrium may demand subsequent performance, whereupon the Supplier may at its option remedy the defect or manufacture a new work. Matrium may assert this subsequent performance in addition to its claim for performance and even prior to the passing of risk if the defects are identified at that point in time.

7.8 If the subsequent performance by the Supplier fails, if such subsequent performance is unreasonable for Matrium, if the Supplier refuses subsequent performance, or if the Supplier does not bring about subsequent performance within an appropriate period of grace set by Matrium, then Matrium may itself remedy the defect(s) and demand of the Supplier reimbursement of the necessary expenditure – including in the form of an advance disbursement.

7.9 Alternatively Matrium may, in the conditions covered in clause 7.8 above, abate the purchase price or withdraw from the contract and demand reimbursement for expenditure incurred in vain or compensation for damages in lieu of performance.

7.10 In all the aforementioned cases the Supplier may not make the subsequent performance dependent on the proportionate or full payment by Matrium of the payment that has been agreed. The Supplier must bear the expenditure necessary to achieve the subsequent performance, including transportation of goods, travel costs, and labour and material costs.

8 Duty of Instruction, Information and Care

8.1 If Matrium has informed the Supplier about the intended use of the deliveries, or if the Supplier can discern such purpose in use without being expressly advised of it, then the Supplier is obliged to inform Matrium immediately in the event that the Supplier's deliveries are unsuitable for that purpose of use.

8.2 Matrium must be notified immediately and in writing of circumstances that may jeopardise compliance with delivery dates that have been agreed, so that further action may be clarified.

8.3 The Supplier must notify Matrium immediately and in writing of changes in the way processed material is made up, or in the way construction is carried out, as against any similar deliveries that have been made to Matrium. Such changes require written consent by Matrium.

8.4 The Supplier must ensure that its deliveries and services match up to the requirements of the regulations on protection of the environment, prevention of accidents, and other industrial safety, to the rules governing safety in technical terms, and to all other legal regulations that apply in the Federal Republic of Germany, and must for each delivery advise Matrium of any particular requirements concerning handling and waste disposal that are not generally known.

9 Provisioning by Matrium

9.1 All documentation and items of all kinds made available to the Supplier by Matrium shall remain the latter's property. They must be used exclusively for the provision of the goods and services ordered. The Supplier must insure such materials handed over to it against loss and deterioration. The Supplier has no right of retention to any such materials made available by Matrium.

9.2 In so far as goods passed over by Matrium to the Supplier are processed or reshaped by the latter into a new movable item, Matrium shall be deemed to be their manufacturer. In the case of their being combined with or inseparably integrated into other goods, Matrium shall acquire joint ownership in the new item in proportion to the value that the goods had at the time of the combination or integration. If the combination or integration is made in such a way that the Supplier's goods can be regarded as the main component, then it is understood and agreed that the Supplier transfers proportional joint ownership to Matrium, whereas the Supplier shall hold such joint ownership for Matrium without payment.

9.3 The Supplier is obliged to carry out at its own cost any maintenance and inspection work that may be necessary and to sufficiently insure the goods passed over, and to furnish proof of such insurance to Matrium upon request.

10 Confidentiality

10.1 Orders from Matrium must be treated confidentially. The Supplier furthermore undertakes to keep secret commercial and technical information and documents that are not generally known but do become known to it as a result of the business relationship, and to use such information and documents exclusively for providing the goods and services ordered. It must bind any possible subcontractors to secrecy in the same way.

10.2 When it comes to advertising material or to submitting references, or in the case of any other disclosures, the Supplier may only specify the name of Matrium or its trademarks if Matrium has given its prior written consent to such disclosures.

11 Spare Parts, Availability

11.1 The Supplier is obliged to deliver spare parts to Matrium for the duration of the normal period of technical service life, but for at least ten years following the last delivery, on appropriate conditions.

11.2 If, after the period specified in clause 11.1 above has expired or during the said period the Supplier discontinues delivery of the order item concerned, it must advise Matrium in due time and in writing of the discontinuation of the product with reference to the Matrium order number. Furthermore, the Supplier must also give Matrium an opportunity to place a last order.

11.3 The Supplier is obliged to safeguard manufacturing documentation for a period of 10 years following the last delivery, and to make it available to the purchaser on request.

12 Environmental management, Hazardous Materials

12.1 Matrium has an environmental management system as per ISO14001. Matrium expects an environmental management system from your suppliers likewise as per ISO14001 or alternatively a careful handling with the resources by production and delivery of the goods or the contribution of the ordered service.

12.2 The Supplier shall fulfill at any time all requirements according to the regulation No. 1907/2006 dated December 18th 2006 of the European Parliament concerning the handling of chemical substances ("so called REACH regulation"). The Supplier shall especially fulfill all duties imposed upon him according to Articles 31 to 33 (incl.) of the REACH regulation and shall provide all information, which Matrium may require from him even without any specific request and which Matrium needs to receive in order to use the articles to be delivered by the Supplier according to this contract with respect to the REACH regulation. Any Supplier, which is located outside the European Union, shall fulfill the requirements of the regulation as importer of articles into the European Union. The parties agree that the afore-mentioned obligations of the Supplier shall be considered as essential contractual obligations (so called "cardinal duties"), which are mandatory for the execution of the contract. In the event, that the Supplier does not, not sufficiently or not in time fulfill the afore-mentioned obligations according to the REACH regulation, the Supplier shall indemnify Matrium against each and any damages, which Matrium may incur from the non-fulfillment of the afore-mentioned obligations by the Supplier.

12.3 A current version of the safety data sheet in accordance with the EU Commission Regulation 1907/2006 ("REACH Regulation") and the EU Commission Regulation 1272/2008 ("GHS/CLP Regulation") in the German and English language shall be included with each delivery.

13. Access Right

13.1 Employees authorized by Matrium and the representatives of public authorities or their delegates have access to all business premises at all times during regular business hours in which work is carried out for Matrium, irrespective of whether these are business premises of the Supplier or of his subcontractors, and may inspect all applicable and order-related documents for auditing purposes or to verify legal requirements. These access rights during visits must particularly be granted to all persons authorized by Matrium, who are responsible for monitoring progress of the work commissioned by Matrium from the Supplier and for related audits, examinations, or for the qualification of the Supplier.

13.2 The representatives of customer of Matrium shall have access to all business premises at all times during regular business hours, where work is carried out for Matrium, if Matrium has consented.

14 Export Control, Customs

The supplier guarantees to comply with all applicable national and international Customs- and Foreign Trade regulations. The supplier transmits the completed „Supplier’s Information about Export Control Data“ form for each and every material, in order to provide Matrium with the requested customs- and foreign trade data. Changes of such customs- and foreign trade data shall be updated and transmitted to Matrium as early as possible, but in no case later than transmittal of the order acknowledgement. The purchase order shall come into effect, at the time of availability of all requested customs- and foreign trade data.

The supplier provides the customs tariff number of the dispatch country. Moreover the country of origin (non-preferential origin) shall be provided. Non-preferential certificates (Certificate of Origin) shall be transmitted upon request. Preferential origin certificates (e.g. movement certificate) shall be provided upon request, if the prerequisites are given.

The supplier shall be liable for any expenses and/or damage incurred by Matrium due to the lack or incorrectness of customs- and foreign trade data.

15 Final Provisions

15.1 The law of the Federal Republic of Germany shall apply to all legal relationships between Matrium and its suppliers, with the exclusion of the provisions of the Convention on the International Sale of Goods (CISG).

15.2 Ulm is the exclusive place of jurisdiction for all legal disputes arising out of the business relationship.

15.3 Changes and additions to contract and supplementary agreements must be in writing. The same applies for any waiver to this clause on written form.

15.4 Should any of the above provisions be or become ineffective, the validity of the other provisions shall remain unaffected. An effective ruling, which comes as close as possible to these General Conditions of Purchase as a whole and to the contractual arrangements in actual, legal and commercial terms, shall replace the ineffective provisions. The same procedure must be followed if these General Conditions of Purchase were to reveal any gap.

Matrium GmbH