

General Terms and Conditions of CAN GmbH

Version: April 14, 2011

1. Applicability

(1) These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all contracts between entrepreneurs as defined in § 14 of the German Civil Code (BGB) (hereinafter referred to as "Customer") and us for our fulfillment of research orders and our delivery of goods, if and to the extent that nothing else is specified in our written order confirmation or in our contract with the Customer.

(2) The latest version of the GTC shall apply. Deviating terms and conditions of the Customer that we do not accept in writing shall not be binding for us. This shall apply even if we fulfill the order without any reservations although we are aware of the deviating terms and conditions of the Customer.

2. Offer and Fulfillment

(1) Until accepted by the Customer, our offers and price information are for information only and subject to confirmation.

(2) All figures and details in our offers, brochures, price lists, quality descriptions, and data sheets merely describe the general properties and do not represent guaranteed properties. We reserve the property rights and copyrights to cost estimates, plans, and other documents; therefore, the Customer shall not make these accessible to third parties.

(3) Our written offer or our written order confirmation shall be authoritative for the dates, scope, and properties of a service or delivery. Changes in the order scope and ancillary agreements shall only be valid if confirmed by us in writing.

(4) Partial deliveries and their (partial) billing are permitted.

(5) The place of performance and fulfillment is Hamburg, Germany. Upon being handed over to a forwarder, carrier, or other person designated by us for the shipment, the risk of loss and deterioration of the goods shall pass on to the Customer. We do not accept any liability for the selection of the forwarder or carrier and will only take out transportation insurance at the written request and at the expense of the Customer.

(6) Fulfillment dates that concern us shall be duly postponed if the order is changed retroactively or if obstacles arise that are outside our sphere of influence, such as strikes and

lockouts, official orders, general energy and other supply difficulties, late delivery by our suppliers, or events of force majeure.

(7) If the Customer is in default of payment or acceptance or if the Customer violates other cooperation obligations, we shall be entitled to demand compensation for the resulting damage, including any additional expenses. In this case, the risk of accidental loss or deterioration of the goods shall pass on to the Customer from the occurrence of the default. We reserve the right to assert further claims or rights.

3. Prices and Payment Terms

(1) Our prices are quoted ex Hamburg and exclusive of the applicable legal sales tax and any shipment costs (packaging and transport).

(2) All payments shall be made without any deductions. Payments for delivered goods shall be due within 14 days from the receipt of the shipment and the invoice. In the case of partial deliveries, the corresponding partial amounts must be paid. After this payment deadline, the Customer shall be in default even if no special reminder is sent.

(3) Should the Customer be affected by circumstances that factually justify the acceleration of the total amount, e.g. late payment or deterioration of assets, we shall be entitled to make our delivery or service conditional upon the prior full payment by the Customer.

(4) Offsetting against our payment claims or assertion of lien is only permissible if the counterclaims are undisputed or legally established.

(5) Payments of the Customer will be accounted for exclusively pursuant to § 366 of the German Civil Code (BGB).

4. Retention of Title

(1) Until the fulfillment of all our current and future claims against the Customer, we remain the owner of all goods delivered by us. The Customer shall treat these with care and at all times inform us in writing of the stock and location of the goods subject to retention of title. In particular, the Customer shall take out insurance for the goods subject to retention of title as customary in the market. In the case of conduct in breach of the contract on the part of the Customer, such as late payment, we shall be entitled to take back goods subject to retention of title that have already been delivered after granting a reasonable grace period. The incurred transport costs shall be borne by the Customer. If we withdraw from the contract, we may utilize the goods subject to retention of title.

(2) As long as the Customer is not in default of payment, the Customer may sell the goods subject to retention of title in the course of his normal business. Pledging and as-

signment as collateral are not permitted. The Customer hereby proactively assigns any claims in connection with the goods subject to retention of title, which may result from resale or another legal basis (e.g. insurance, third-party tort), to us. We authorize the Customer to collect the claims assigned to us for his account and on his own behalf. This collection authorization is subject to revocation as soon as the Customer does not duly comply with his payment obligation to us.

(3) If the Customer processes goods delivered by us with goods that do not belong to us, we shall gain co-ownership of the new goods in the proportion of the value of our goods subject to retention of title (final invoice amount including sales tax) to the other processed goods at the time of processing. If our goods subject to retention of title are combined with a plot of land, the Customer hereby assigns the claim that he is entitled to from this combination to us as collateral for our claim.

(4) The Customer shall promptly inform us in writing of any and all third-party access to our property, especially of execution measures. The Customer shall compensate us for all damages and costs resulting from a breach of this obligation and from any intervention measures that this might necessitate.

5. Warranty and Liability

(1) Except as provided in Section 2 Para. (6) and this Section 5, our liability in the event of default of delivery and performance shall be as provided by law.

(2) All substances we offer are intended for use as research chemicals. Unless otherwise indicated in our product data sheets, these substances have not been tested or certified according to any established international standard. Thus, applications proposed by us merely draw attention to possible fields of application.

(3) Any minor deviations from the agreed properties that merely result in an insignificant impairment of the usability of the contractual product do not establish the basis for any warranty claims and/or other claims by the Customer. If the Customer or a third party performs modifications of the composition or other interventions in the product, also in the form of incorrect or negligent treatment, these products and any damage caused by the modifications or interventions shall not establish the basis for any warranty claims for defects or other claims.

(4) In the case of purchase contracts, supplemental performance may, at our own discretion, take place in the form of elimination of the defect or delivery of new goods. During the supplemental performance, all other statutory warranty rights of the Customer (§ 437 No. 2 and No. 3 of the German Civil Code (BGB)) are excluded. Should the supplemental performance fail, the Customer may, at his own discretion, request a reduction of the purchase price, withdraw from the contract, or assert damages under the following conditions.

(5) Regardless of the legal basis, damage and expense compensation claims by the Customer, especially due to a violation of obligations and/or a tort, are excluded. This shall not apply if we are guilty of intent or gross negligence or in the event of a violation of material contractual obligations (cardinal obligations). Contractual obligations are cardinal obligations if they are either material and specifically described obligations whose violation endangers the achievement of the purpose of the contract or if they are contractual obligations whose fulfillment is essential to the due performance of the contract and upon whose observance the Customer regularly relies and may rely. In the event of negligent violation of cardinal obligations and in the case of gross negligence in general, the liability is limited to the foreseeable damage typically associated with the contract.

The limitations of liability shall not apply in cases in which our liability is mandatory due to statutory provisions (e.g. under the German Product Liability Act (ProdHaftG) or in the event of injury to life, body, health, or freedom).

(6) Every limitation of liability shall also apply to any personal liability of our staff, employees, personnel, representatives, and agents vis-à-vis the Customer.

(7) Warranty claims on the part of the Customer shall expire after 12 months from the transfer of risk. If a defect was maliciously concealed, the statutory regulations shall apply.

6. Miscellaneous

(1) To be valid, amendments or supplements to our contracts with the Customer must be made in writing. This also applies for amendments to this written form requirement.

(2) All contracts and all other legal relationships with the Customer are governed by the substantive law of the Federal Republic of Germany, under exclusion of the UN Convention of Contracts for the International Sale of Goods (CISG) of April 11, 1980.

(3) Should any provision of a contract or of these GTC be or become fully or partly invalid, void, or unenforceable, this shall not affect the validity of the other provisions. Instead of the provision to be replaced, we will agree upon a provision whose economic objective comes as close as possible in a legally permissible manner with the Customer. In the event of a contractual loophole, a provision that would have been agreed upon if the loophole had been thought of at the time of the conclusion of the contract shall be agreed upon.

(4) The exclusive place of jurisdiction for all disputes between us and the Customer is Hamburg, Germany.

(5) Only the German version of the GTC is legally binding. The English version is for information only and without responsibility.