

General Terms and Conditions

A) Scope

The general terms and conditions of trade of LIAVER GmbH & Co. KG, Ilmenau, form the sole basis of all contractual relations and of terms of sales and delivery. Even if LIAVER does not contradict the customer's own terms and conditions, these shall not form part of the contract. Upon placing an order, the customer agrees to be bound expressly and exclusively by the terms and conditions of the LIAVER company. Deviating agreements or individually negotiated terms must be concluded by explicit written agreement.

B) Delivery Periods.

Delivery periods shall commence upon dispatch of the order confirmation, however not before the submission of all documents, approvals, clearances and agreed down-payments to be supplied by the customer. The date upon which the corresponding communication is received by LIAVER shall apply.

The delivery date shall be deemed complied with if the delivery has left the premises before the said time limit has expired.

The time limit shall be extended in the event of encumbrance such as strike, lock-out, unforeseeable events beyond the control of LIAVER, including difficulties in the supply by third parties of materials essential to the supply and/or sale and delivery of LIAVER products. The duration of the extension shall be determined by the duration of the encumbrance. The hindrances mentioned above cannot be held against LIAVER even if they occur during a pre-existing delay. LIAVER shall notify the customer of the start and end of such encumbrances without delay. Partial deliveries may be made by LIAVER during this time period.

C) Deliveries

Deliveries within Germany and the EU shall be made in accordance with the conditions of the FCA, i.e. CFR/CPT.

The respective order confirmation issued by LIAVER shall apply. Deliveries to other countries shall be made in accordance with the INCO TERMS in the respective valid version.

"FCA transport" shall refer exclusively to transportation by road, unless otherwise agreed.

"CFR" (carriage paid), or "DDU" (delivered duty unpaid) deliveries shall be charged at full HGV load price. Extra charges shall otherwise apply. Additional charges shall also apply if the goods vehicle is unable to unload its cargo within 90 minutes, or difficult delivery conditions prevail at the delivery location. When placing an order, detailed information on any hindrances to delivery at the delivery location is to be provided by the customer. Deliveries of bulk goods by CPT/CFR or DDU shall be made using a silo vehicle or a tipper truck.

Unloading within 2 hours must be possible. Packaged goods shall be delivered on pallets. Unloading shall be carried out by the recipient. Delays incurred during

unloading shall in all cases be charged at an hourly rate per commenced hour according to the current valid price list.

TRANSFER OF RISK and ACCEPTANCE shall be in accordance with valid INTERCOMS conditions.

D) Prices, Changes and Cancellations

The respective valid price lists and/or fixed agreed prices shall apply.

If the purchaser cancels an order without justification, the purchaser shall be obliged to pay 10 % of the purchase price, irrespective of the possibility of LIAVER claiming higher actual damages on proved incurred losses. The purchaser shall bear the right to provide evidence of lesser or no damages.

E) Guarantee and Liability

For the particulars of the delivery in question, i.e. the object of agreement, the respective product description shall apply.

Products which deviate from the original product description shall only become objects of agreement upon express written assurance

Notification of faults is to be submitted in writing; in the case of identifiable faults, this shall be submitted within a maximum of one week following detection. The following must be specified: Bulk density, granulation, fault type, delivery date, carriage type, how the goods were stored, how and when the work was carried out.

SAMPLING

Product guarantees pertaining to deliveries of foam glass deliveries and associated products are dependent upon the standardized sampling of these products at an agreed location and in the presence of an agreed witness. The following is to be documented: Supplier plant, delivery date, bulk density, sampling date, delivery note number. Should disagreements arise in relation to the particulars, the decision of the respective third-party monitoring institute (German: Fremdüberwachungsinstitut) in accordance with § 317 of the German Civil Code (German: Bundesgesetzbuch/BGB) shall be upheld.

In the event of a genuine fault on the part of LIAVER being established, LIAVER shall be held liable to the purchaser for a period of up to 12 months subsequent to the transfer of risk, alternatively subsequent to delivery, for the rectification of defects or supplementary performance. If this is not possible, or if LIAVER is unable or unwilling to remedy the defect due to unreasonable circumstances or disproportionality, the purchaser shall be entitled to choose either a proportionate reduction in the sales price or to cancel his/her order. Any other rights are excluded. Natural wear and tear shall be excluded from guarantee in all cases.

In relation to additional claims, LIAVER shall be made liable in cases of intent and gross negligence only, specifically in the event of injury to health, body or life. In the event of a breach of key contract obligations, liability shall be limited to damages which are typically foreseeable. Any other liability

shall be excluded. This shall also apply to the supplier's sub-contractors and vicarious agents

F) Reservation of Title

LIAVER shall retain absolute ownership of its deliveries until complete payment of the agreed upon price has been made, without deduction. The assertion of the retention of title shall not be deemed withdrawal from contract, provided that no other statutory regulations have supremacy over it. If the customer is a trader, all claims assignable to LIAVER arising from resale by the customer to its customers, including VAT, shall be relinquished.

G) TORTIOUS LIABILITY

Damage compensation claims arising from tortious liabilities shall be excluded unless the damage is attributable to intentional or grossly negligent actions. This shall also apply to the supplier's sub-contractors and vicarious agents and to wrongful selection of an agent (*culpa in eligendo*). In all instances of liability, regardless of their legal basis, maximum indemnity shall be limited to € 2 million.

H) TERMS OF PAYMENT:

Payment shall be due within 30 days of invoice issue, without deduction. Payments made by cheque or exchange shall be accepted on the condition that the latter has already been agreed to in writing. Payment shall be deemed fulfilled upon having been credited to our account. The prices which are valid on the delivery date are ex-factory prices and are always stated in Euros. Final pricing shall be based on that stated on the respective delivery note. The applicable currency shall be the EURO.

Upon receipt of payment within 10 days of invoice issue, a discount of 2% shall be awarded.

In the event of delayed payment, further deliveries shall be fulfilled on an advanced payment basis only. Offsetting with counterclaims other than those confirmed by final court decision shall be excluded. The same shall apply to retention rights.

I) PLACE OF PERFORMANCE & JURISDICTION

The place of performance shall be the supplier plant. The place of jurisdiction shall be the responsible local court within whose jurisdiction the LIAVER headquarters is located. German law shall apply exclusively with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, (CISG) even in the event of the purchaser's company headquarters being located abroad.

J) MISCELLANEOUS

Assignments or any other transfers of rights and obligations arising from contracts made with us shall be subject to prior written agreement. Should an individual article or articles of the contract become invalid, the remaining contractual conditions shall remain unaffected.

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