

General terms and conditions of purchase ROMER Labs, Inc.

§ 1 Scope of application

(1) These general terms and conditions of purchase (to be referred to as "TCP") of Romer Labs, Inc. (to be referred to as "Romer") are valid for all contracts which include all purchasing by or the supply to Romer concerning tangible and intangible goods (to be referred to as "goods"). The TCP apply, whether or not our business partner (to be referred to as "seller") is manufacturer or supplier in any other way of definition. The TCP apply also for future business contracts with the same seller, even if not indicated by us before conclusion of contract.

(2) These TCP are only valid if the seller is a company, a legal entity governed under public law or special fund under public law.

(3) The TCP are valid exclusively. Deviating, opposing and/ or additional general terms and conditions of the seller are only relevant for a specific scope of the contract, as they were explicitly accepted by us. This applies even if we accept goods unreserved with the knowledge of deviating, opposing and/ or additional general terms and conditions of the seller.

(4) Individual agreements with the seller are of higher priority as these TCP. Such individual agreements must be given in form of a written contract or need our explicit written consent.

(5) Legally relevant declarations and notifications which the seller is responsible for, particularly the communication of deadlines, reminders or withdrawals, need to be received in writing for validity.

§ 2 Conclusion of contract

(1) Our order is only binding once it is placed in written form or with written confirmation. Orders placed by us are deemed to be accepted by the seller if the seller does not dissent in writing within 2 working days.

(2) The seller must keep the contract and the contractual relationship confidential. The seller agrees to abstain from referring to us in his publications, especially in advertisement and list of references, as long as he has not received our written consent for the specific case.

§ 3 Delivery date, delay in delivery, liquidated damages and partial delay in delivery

(1) All confirmed on delivery dates are binding. If the delivery date was not stated in the purchase order or agreed on in another way, the delivery period must not exceed 4 weeks from time of contract signature. Significant for the compliance with the latest date of delivery is the receipt of goods at our place or rather at the delivery address which will be given by us.

(2) If the seller describes the offered or confirmed delivery date as "estimated", "expected", "around", "under common reservation" or similar, the actual date of delivery must not exceed 5 working days after the specified date of delivery. The unreserved acceptance of a delayed delivery does not mean the waiving of claims for damages.

(3) The seller will immediately inform us in writing about a potential or occurring failure to comply with the date of delivery, the reason thereof and the expected time of delay. In such cases he will take any corrective action to become able to keep the agreed on date of delivery or to guarantee only a minimal delay in time. The seller will inform us in writing about the specific countermeasures he has already taken and will further take. The occurrence of a default in delivery is thereof unaffected.

(4) Does the seller not perform, can he not deliver in time or is there a delay in delivery, our rights are defined by legal regulations. The regulation of § 3 (5) of these TCP are thereof unaffected.

(5) Is there a delay in delivery, the seller will grant us, besides further statutory claims, liquidated damages of 5 % the value of the net price of the delayed goods for each full day of delay. These liquidated damages have an upper limit of 25 % of the net price of the delayed goods. We keep the right to prove that we suffered higher damage. The seller keeps the right to prove that we suffered no damage at all or a significantly lower damage.

§ 4 Performance through a third party, place of delivery, delivery note, material safety data sheet, packaging, setting up and installation

(1) The seller is not allowed to delegate his duty to a third party, in particular a subcontractor, unless he has obtained our written consent.

(2) If not defined differently every delivery within the country of destination is "carriage free" to the destination specified in the purchase order. The specific place of delivery is also place of fulfilment.

(3) Every delivery has to include a delivery note stating the purchase order number, the name of our employee who placed the order, our reference number, the purchase order date, the number and date of issue of the delivery note, the date of dispatch, kind and volume of goods, the material and item number as well as the term of delivery.

(4) If statutory provisions define that material safety data sheets and accident procedure sheets must be attached to the goods, these documents must be handed over to us by the seller with the delivery at the latest. If there are changes concerning the material safety data sheets and accident procedure sheets after the delivery, the seller has to submit the updated documents without request and delay.

(5) We are entitled to define packaging type and delivery. If there is no such definition or any agreement, the seller must choose the, from our point of view,

most economical way of delivery and packaging trade specific. Packaging for transport as well as sales packaging and secondary packaging must be taken back and disposed of conforming to the law by the seller at our wish free of charge, anytime.

(6) In case of setting up and/or installation the seller must comply with occupational safety regulations, product & equipment safety regulations, health and safety instructions, fire safety instructions as well as environmental law regulations.

§ 5 Passing of risk and default of acceptance

(1) The risk of accidental loss and accidental deterioration passes over to us upon full and duly delivery at the place of delivery. As far as an acceptance is necessary, the acceptance is significant for the passing of the risk.

(2) In case of our default of acceptance the statutory provisions apply. The seller must also offer his performance explicitly if there is an agreed upon or definable calendar time for an action or contribution (e.g. provision of materials) on our part. In case of our default of acceptance the seller can demand compensation for consequential additional expenses. Does the contract refer to an unreplaceable (custom-built) object to be produced by the seller, further rights for the seller only apply if we have committed ourselves to contribute to his performance, and only if we are responsible for the failure of contribution.

§ 6 Prices, invoices and terms of payment

(1) The price specified in the purchase order is a fixed price and binding. If the turnover tax (VAT) is not stated separately, it is included in the mentioned prices. If not specifically and explicitly agreed on differently, the price includes all services and ancillary services of the seller, especially duly packaging, transport packaging, transport, transport and liability insurance. The seller is not granted separate compensation for visits or the preparation of offers, no matter if a purchase order was placed or not. If a bonus has to be calculated, the gross sales volume influencing the bonus (before deduction of any cash discount) has to be considered. If there is a rebate scale which strikes at specific volumes, intermediate values are calculated by applying arithmetic mean interpolation to define the bonus.

(2) Separate from the actual delivery of the goods, the seller has to deliver invoices in original and a duplicate including all contents mentioned in § 4 (3). As long as the invoice is not complete in regard to these points, it will not be considered due. Instead of delivering original invoices, the seller may send invoices electronically via E-mail to the address previously named by us.

(3) The agreed price is due at the terms of payment, but only after complete delivery of goods respectively full performance – if applicable as well as acceptance – and the reception of a proper and complete invoice. Relevant for the due date of the account is the reception of the invoice after delivery of goods or services. As far as material testing, test certificates, quality documents, material safety data sheets or other documents must be provided by the seller, the completeness of delivery or services requires also the delivery of these documents. Relevant for the settlement of the account up to or at the due date is the date we placed the bank transfer order. Outright payment of the amount of invoice does not mean that we approve the delivery of goods and/ or performance of the seller as provided in the contract.

(4) We do not owe maturity interest. The seller's title to default interest remains unaffected. Basically statutory law shall be applied concerning default interest. Anyway a written reminder with explicit notice of occurrence of default and default interest has to be submitted by the seller.

(5) If the invoice shows a discrepancy according to § 6 of these TCP, the seller must put it on hold for 20 days and reissue it within 20 days. In this case the period allowed for payment starts or restarts with the reception of a proper invoice.

§ 7 Obligation of inspection and notification

(1) Our obligation of inspection is limited to deficiencies which become obvious when receiving incoming goods, inspection via visual inspection including delivery documents, as well as our quality control by sample testing. Such deficiencies are for example transport damages, incorrect or incomplete deliveries. As far as a formal acceptance test is stipulated, there is no separate obligation of inspection. Furthermore, concerning the inspection it is necessary to consider commensurability in the specific case in regular course of business. This shall not deny our obligation of notification for deficiencies which surface at a later point in time. In any case our notification is considered as duly if it arrives at seller within 5 working days from the time of detection of the deficiency.

§ 8 Warranty and self-help

(1) For our rights in case of defects as to quality and defects of title of the goods, including especially wrong delivery and short delivery, and in case of other breaches of duty by the seller, the statutory provisions apply unless otherwise stipulated below.

(2) In accordance with the legal regulations, the seller is liable particularly for the goods having the agreed quality at the time when the risk passes to us. Regarding the quality of the goods, product specifications which have been forwarded to the seller or reference is given in the order, are subject matter of the respective

contract, or have been incorporated into the contract in the same way as these TCP. Thus it makes no difference whether the product specification originates from us, from the seller or from the manufacturer. As agreed the quality of the goods counts according to the state of the art, the applicable legal regulations as well as the regulations and guidelines issued by authorities, professional and trade associations, in particular regarding work, equipment and product safety as well as work safety and fire protection, are checked by the responsible inspection authority and approved for the intended purpose.

(3) It is presumed that a defect has already been present at the time of the passing of risk if no more than 6 months have passed since the passing of risk. This presumption is valid unless it is incompatible with the type of good or defect.

(4) Deviating from § 7 TCP, we are also entitled to claim defects unrestrictedly if the defect has remained undetected by us at the conclusion of contract due to gross negligence of the seller.

(5) If the seller does not fulfil his obligation of supplementary performance – at our choice either by rectification or by supplying a good which is free of defects (replacement) – within an appropriate time limit set by us, we can remediate the defect by ourselves or by a third party and demand a refund of the necessary expenses from the seller. The seller is obliged to pay a respective advance payment if necessary. If the supplementary performance by the seller has failed or is unreasonable for us due to particular urgency, threat to operational safety and/or impending occurrence of disproportionate damage, no time limit needs to be set. The seller is to be informed immediately, if possible in advance.

(6) Moreover and in general, in the case of defects of quality and defects of title we are entitled to reduction of the purchase price or withdrawal from the contract. Furthermore, we are entitled to the compensation for according damages and reimbursement of expenses in this regard, if any..

(7) The warranty period for parts or services which have been repaired or supplied by way of replacement begins again subsequent to the rectification, if a replacement delivery is provided once the replacement delivery is accomplished or, if an acceptance has been agreed upon by the time of the acceptance. However, the period cannot end before the end of the limitation period for deficiency claims agreed on for the original goods and/or performance.

(8) If claims are being made against us due to a defect of our product that can be traced back to a defect of the seller's goods, we will have the right to recourse against the seller.

(9) In the event of a culpable breach of obligation over and above the supply of faulty goods (e.g. duty to declare, advise, examine or other protective duties), we may also demand compensation for the consequential damages.

§ 9 Product liability

(1) If the seller is responsible for a case of product damage whose cause lies within the seller's sphere of control and organization and for which he is liable for in relation to third parties, he shall be obliged to release us of claims for damages by third parties upon first written request

(2) Under the same conditions the seller has to refund us for any expenditures which we incur through or in connection with the claims asserted by a third party including recall campaigns carried out by us. As far as practicable and reasonable we will inform the seller of the content and scope of the recall measures and allow opportunity for comment. Our further statutory claims remain unaffected.

(3) The seller is obliged to take out and maintain appropriate product liability insurance for personal injuries and damage of property and to provide suitable proof of it on our demand.

§ 10 Third party rights and property rights

The seller guarantees that the goods are free from rights of third parties and that by contractual use of the goods no property rights of third parties are being infringed. The seller shall indemnify us upon first demand from any claims of third parties in this regard.

§ 11 Documents, materials, means of production and documentation

(1) Illustrations, plans, drawings, calculations, instructions, guidelines, recipes, product specifications and other documents (to be referred to as "documents") which we provide to the seller and are to be used exclusively for the goods as well as the contractual service provision and to be returned to us immediately after completion of the contract. By handing over documents to the seller neither ownership nor usage rights are being transferred to the seller. These documents are to be kept in confidence from third parties, even after termination of the contract. The obligation of confidentiality expires only if and to the extent that the knowledge contained in the provided documents has become generally known.

(2) The aforementioned regulation applies equally to raw materials, premixes and other materials (to be referred to as "materials") – as long as they are not

processed – that we provide to the seller for production. Such materials are – as long as they are not processed – to be stored separately and to be insured to the usual extent against destruction and loss at the seller's expense.

(3) The seller can only assert the absence of necessary documents and/or materials if he has demanded the documents and/or materials in writing and has not received them within a reasonable time.

§ 12 Confidentiality and compliance

(1) The seller agrees that he must not disclose nor use for his own purposes or purposes of third parties any not generally obvious commercial, technical and/or other operational information that became known to him in connection with our business relation and with regard to our business practice. These obligations hold above and beyond the duration of the contract and expire only if and to the extent that the relevant information has become publicly known.

(2) In the event of a culpable violation of this nondisclosure obligation by the seller or by a person attributable to the seller, the seller will indemnify and hold us harmless from any damages and expenses resulting from the violation.

(3) Our employees are bound by contract to comply with our compliance regulations. Any attempt of illegal and/or immoral promises of benefits by the seller towards our employees entitles us – regardless of other legal rights we are entitled to – to withdraw from the contract.

§ 13 Right of retention and set-off

(1) We are entitled to set-off and retention rights to the full extent stipulated by law.

(2) The supplier only has a right of set-off or retention in the event of legally determined or undisputed counterclaims.

§ 14 Choice of law and jurisdiction

(1) These TCP and all legal relationships between us and the seller shall be governed by the laws of the State of Missouri to the exclusion of any reference norms, as well as to the exclusion of all international and supra-national (contractual) legal systems, in particular the CISG (United Nations Convention on Contracts for the International Sale of Goods).

(2) Exclusive place of jurisdiction for all disputes arising from the contractual relationship is St. Louis/Missouri.

§ 15 Code of conduct

(1) The supplier warrants that all delivered contract goods have been produced in consideration of the highest ecological criteria.

(2) Furthermore, the supplier warrants that no children have been or will be used to work in the context of production and trade of the product. He warrants that with regard to the contract goods the International UN Convention on the rights of the child and the Conventions of the International Labour Organization (ILO) concerning child labour (Arts. 182, 138) and slavery are being met in all stages of production and trade.

§ 16 Quality-Management-Systems

(1) Our production sites are connected to several Quality-Management-Systems. Herewith we ensure our high entitlement for Safety and Quality regarding the manufacturing and trading of our products. The supplier is accountable, that the delivered goods, product, raw materials and services fulfil the needed requirements regarding quality control, quality management and safety for the relevant production site. If there are any questions regarding the needed requirements, the supplier have to contact the responsible person for purchasing and/or for Quality Control.

(2) The supplier is obligated to inform Romer in any cases of deviations and take measures to ensure the relevant requirements

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