

Terms and Conditions of Sale

General Terms and Conditions

Important: applicable law and priority of the German version of the GTC

It is explicitly pointed out that only the laws of the Federal Republic of Germany are applicable to legal relationships with Simicon GmbH. Therefore, the solely decisive and binding version of these GTC is the German version. The present English version is solely a translation for orientation and easier understanding. The wording of the English version can not be taken in account for the interpretation or legal evaluation of the German version.

I Scope of application, written form and modification

1. All sales, supplies, offers or other services of Simicon GmbH ("SIMICON") shall be exclusively governed by these General Terms and Conditions (GTC), unless otherwise agreed in writing. They also govern all future business relationships, even if not expressly agreed upon again. We expressly object the validity of the Customer's General Terms and Conditions. With the placing of orders the Customer accepts the following conditions.

2. Amendments or supplementations to these GTC by separate agreement or to the contracts concluded in the scope of application of these GTC shall only be effective if made in writing. This also applies to the abrogation of the requirement of written form. Notice of termination and other declarations, which are directed towards the termination or cancellation of contractual relationships, shall also be effected in writing. Amendments or supplementations to these GTC only apply to the supply or performance, which the separate agreement refers to.

3. General amendments or supplementations to these GTC by SIMICON shall become effective after specific notification of the Customer, also for current contractual relationships, if the Customer does not contradict within four weeks of notification

II. Prices and Quotations

1. All prices published by SIMICON are net prices thus exclusive of VAT, which is to be collected in consideration of the appropriate statutory requirements. All prices published by SIMICON are nonbinding. Unless otherwise agreed upon in writing, invoicing will be done in Euro on the basis of the price list valid at the day of delivery of the products plus applicable VAT, if any.

2. All supplies and performances, which are not expressly included in the agreed fee, are to be remunerated separately

3. SIMICON reserves the right to revise prices for its products from time to time.

4. Furthermore, SIMICON reserves the right to a reasonable price increase, if specific sample characteristics, which were unknown at the time of acceptance of an analysis order, require additional work.

In addition, such a price increase is possible, if valid legal provisions or other generally accepted regulations, which have to be considered by SIMICON are modified during the processing of the order and the appropriate supply or performance expenditure for SIMICON is thereby increased. SIMICON reserves the right to increase prices, due to rising personnel or material costs while furnishing services or work performances. This does not apply to fixed price agreements.

5. Cost estimates of SIMICON are noncommittal. SIMICON will immediately notify the Customer, if it becomes foreseeable that the estimated costs will be exceeded.

III. Orders, conclusion of contract, contents of the contract, information and performance by third parties

1. Offers of SIMICON are subject to change without notice and are not binding. Offers and orders of the Customer shall not be considered as accepted by SIMICON before written confirmation of the order or unless the products have been sent together with an invoice to the Customer by SIMICON or unless SIMICON indicates that the order has been accepted by undertaking appropriate activities based on the order or by other explicit means. Specific requirements or specifications have to be repeated in each order.

2. Contents and scope of the assignment ensue from the confirmation of order by SIMICON. A specific economical success is not owed. SIMICON is entitled to determine the method and manner of the performance of services according to appropriate discretion unless otherwise agreed upon in writing.

3. Without an appropriate deviating agreement, placed orders do not include the obligation of SIMICON to give information, advice or similar statements. As far as SIMICON makes such statements nevertheless, they shall be considered as noncommittal suggestions. Such statements do not relieve the Customer from its obligation to examine in its own responsibility whether the products can be used for the intended purpose. The Customer is thereby obliged to request written confirmation for verbal statements, which are of substantial importance to him or are provided to be the basis for substantial decisions. Otherwise, the Customer can not refer to the binding character of the statement, unless SIMICON would be obliged to issue such a statement in individual cases and on account of the placed order and had issued an incorrect statement by intent or gross negligence.

4. SIMICON is entitled to use one or more subcontractors or otherwise suitable third parties for the fulfilment of its contractual obligations.

IV. Delivery, risk of delivery, partial delivery of products

1. At an order value of EUR 150 and more, shipment to locations in Germany is free of transportation expenses. At an order value below EUR 150 SIMICON will charge a flat fee for transportation expenses which will be shown separately in the invoice. Additional costs that are caused by special forms of delivery, special drives, additional transportation fees, express delivery or similar actions, shall be paid by the Customer. For shipment to any country outside of Germany, whether European or Non – European, all expenses shall be paid entirely by the Customer.

2. For deliveries to countries outside of the European Union the minimum order volume is EUR 500,-.

3. Delivery is always made at the risk of the Customer. All risks related to the products will pass to the Customer as soon as the products leave the forwarding office of SIMICON.

4. Partial delivery shall be allowed to a reasonable extent.

V. Dates of delivery and performances, additional respite and acceptance

1. Delivery of the products shall be executed by SIMICON as soon as possible. However, all dates mentioned by SIMICON in offers and orders are non-binding, unless otherwise agreed upon in writing. If SIMICON is prevented from or delayed in making delivery of the products or part thereof by force majeure or by any reason for which a supplier of SIMICON or the Customer is liable then a reasonable extension of time shall be granted or delivery shall be abandoned without penalty.

2. Dates and periods stated by SIMICON, when supplying services or work performances, are based on an estimation of the work according to Customer's specifications. Dates and periods are only binding, if this is agreed upon in writing. Definitely agreed periods only commence, if the Customer has performed his obligation to cooperate in a particular case. Agreed fixed dates are deferred according to the duration of the Customer's failure to perform.

3. The Customer has to grant a period of two weeks for subsequent delivery or performance to SIMICON, if SIMICON does not meet binding dates or periods for supply of products or other performances. The additional respite may not however be longer, than the period originally provided for the execution of the supply or other performance.

4. SIMICON can separately present any self-contained part of a performance to be rendered for acceptance

VI. Packages

Delivery of products is made by using packing materials of SIMICON. SIMICON will choose other forms of packing depending on the specific requirements of the goods. Additional costs arising as a result of product specific particularities or the use of additional packing materials will be

invoiced separately to the Customer. Packing materials of the Customer can only be used if this has been agreed in advance between the parties. Packing materials can be returned in accordance with applicable law; however such reconignment requires the prior information of SIMICON.

VII. Data protection

SIMICON is entitled to use and store all relevant data of the Customer for its own purposes by respecting the provisions of the German Data Protection Act (BdatSchutzG).

VIII. Instructions, notice of defect and subsequent performance

1. Instructions how to use the products are handed over to the Customer together with the delivery of the products. Such instructions have to be respected in any case.

2. Immediately after receipt of delivery items or other performances the Customer has to examine whether the quality and the quantity of such items or the result of such other performance are conform to the contractual specifications. The Customer shall notify SIMICON in writing of objections on account of defects that can be identified by duly examining the delivery item or such other performance and on account of deliveries of other items or quantities that are not conform to the ordered goods or quantities; the objections have to be made immediately, latest within 7 days, after receipt of the delivery items or such other performance.

Defects appearing later on a delivery item or in the result of any other performance are to be notified to SIMICON in writing immediately, at the latest within seven days of detection. Otherwise the delivery item or the result of the performance is to be considered free of the aforementioned defects and conform in all aspects, as well.

3. If the Customer has made any objections on account of defects or of the delivery of other items than the ordered items or of defects of such performance in time, the Customer is entitled to subsequent performance. The subsequent performance can be carried out by elimination of the defect or by supply of a defect-free item at the Customer's discretion. SIMICON is entitled to refuse subsequent performance as requested by the Customer, if this leads to unreasonable costs. Reduction or rescission of the contract by the Customer is excluded during subsequent performance. A subsequent improvement is to be considered as unsuccessful after the second futile attempt. At his discretion, the Customer can reduce the remuneration or declare the rescission of the contract, if the subsequent performance is unsuccessful or if SIMICON has refused subsequent performance altogether. In case of missing items or delivery of wrong items the Customer is entitled at his discretion to choose subsequent delivery or credit note if the Customer has objected in time.

IX. Liability for defects, period of limitation, other damages and guarantee

1. The Customer's entitlement to subsequent performance, reimbursement of damages and expenses (§ 437 German Civil Code (BGB)) on account of defects of delivery items or to subsequent performance, self-execution, reimbursement of damages and expenses (§ 634 German Civil Code (BGB)) on account of defects of the results of any other performance falls under the statute of limitations (differing from § 438 and § 634a German Civil Code (BGB)) with one year. The aforementioned does not apply in the following cases: If SIMICON has maliciously concealed the defects; if SIMICON has taken on a guarantee for the condition of another performance.

2. The right of the Customer to assertion of further claims for damages remains unaffected.

3. As far as SIMICON has guaranteed for a delivery item or for the result of any other performance, it is also liable in the context of this guarantee. However, for damages that are based on the lack of guaranteed characteristics, condition or durability, but do not accrue on the delivery item or the result of the performance itself, SIMICON is only liable, if the risk of such damages is evidently encompassed by the guarantee.

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X. Liability and force majeure

1. Concerning the liability of SIMICON the following applies with regard to any type of liability based on fault including claims in tort: SIMICON is liable without restrictions for damages regarding life, bodily integrity and health as well as for all damages based on intent or gross negligent breach of duties or on fraudulent intent of SIMICON, its legal representatives or its vicarious agents. SIMICON is also liable for damages, which are caused by negligence as far as this negligence concerns the breach of such contractual obligations, whose observance is of special importance for achieving the contractual purpose, e.g. due performance of analysis and documentation of results (cardinal obligations). SIMICON is however only liable, as far as the damages are typically connected to the contract and foreseeable. In other respects, SIMICON is not liable in the case of negligent breaches of non-substantial contractual obligations. The liability of SIMICON is limited by the overall performance of a liability insurance, if SIMICON has covered the contract-typical risk with such. As far as the insurer is free of performance, SIMICON will step in with own compensation up to the amount insured, if the respective requirements are met. This also applies to the personal liability of legal representatives and vicarious agents of SIMICON, as far as the liability of SIMICON is excluded or limited.

2. If the placed order includes special risks with respect to the protection goods life, body and health or the danger of the admission of particularly high pecuniary losses, the Customer of SIMICON has to point to it with his order.

3. The respective economic circumstances as well as kind, scope and duration of the business relationship and, if necessary, also the value of the performance to be furnished shall be appropriately considered in good faith and in favour of the obligated party in each case when considering the amount of the indemnification to be paid by the obliged party.

4. Force majeure, labour disputes, riots, official measures and other, unforeseeable, inevitable and serious events release the Customer and SIMICON from the obligation to perform for the duration of the disturbance and to the extent of its effect. This also applies, if the events occur at a point in time, at which the contracting party concerned is in delay. The Customer and SIMICON will immediately forward the necessary information as far as reasonable and adapt their obligations to the changed conditions in good faith.

5. Legal liability for personal injuries (Personenschäden) or under the Product Liability Act (Produkthaftungsgesetz) remain unaffected hereby.

XI. Delivery of samples, liability and storage; transportation risk

1. The delivery of samples takes place at the Customer's risk and expense, inasmuch as the sample material is not to be picked up by SIMICON on account of a written agreement. The sample material must be packed properly and with consideration to possible instructions given by SIMICON, if the shipment is carried out by the Customer. The delivery of dangerous (for example poisonous, corrosive, explosive, highly inflammable, radioactive) sample material as well as of samples with harmful and troublesome components (for instance chlorine, bromine, mercury, fluorine, arsenic etc.) can only be carried out after appropriate coordination with SIMICON. The Customer is obliged to provide SIMICON with all known danger and handling instructions.

2. The Customer is obligated - for protection of SIMICON and its employee's purposes - to outline and make visible that hazardous substances are being delivered. This has to be done by using a special label referring to hazardous substances. The term hazardous substance (Gefahrenstoff) is defined by section 3a subsec. 1 and section 19 subsec. 2 of the German Chemicals Act (ChemG) and sections 3 and 4 of the German Ordinance on Hazardous Substances (GefStoffV). If the Customer intends to deliver potentially explosive substances, the Customer is obligated - simply due to the dangerous character of the delivery - to notify SIMICON prior to delivery and adhere to all given instructions. The Customer is liable for all damages arising from SIMICON or its employees due to breach of the aforementioned duty.

3. The Customer is liable for all damages and consequential damages resulting from the dangerous or harmful properties of sample material. This liability ends with the issue of the analysis record by SIMICON, except for the case that the Customer has not orderly complied with his information duty regarding dangers and proper handling and this resulted in damages or consequential damages.

4. The samples are not kept at SIMICON or, if so only for the length of time required by legal obligations, as far as not agreed in writing otherwise. Sample materials not used or processed will be stored or disposed of at the expense of the Customer at the discretion of SIMICON. SIMICON can also return the sample material at its own discretion and at the expense of the Customer to the consumer instead of disposing it, as far as the sample material is to be classified as special refuse. In all other cases, there will be no recognitions or restitutions to the Customer.

5. Documents and other possessions or property of the Customer including data are dispatched or otherwise forwarded to or by SIMICON exclusively at the Customer's risk and expense.

XII. Winding up of contracts relating to other performances, reimbursement of expenses and claim for remuneration

SIMICON is entitled to the reimbursement of all expenses, which have accumulated hitherto, as well as payment of remuneration according to the actual performance expenses in the case of rescission, notice of termination, avoidance or revocation of a contract related to additional performances. SIMICON can calculate the reimbursement of expenses as well as the remuneration individually or across the board and then demand up to 20 % of the expenditures or the remuneration for the entire order. The Customer is entitled to prove in such a case that the actual expenditures or that the remuneration appropriate to the actual performance expenditure is substantially less than the lump sum determined by SIMICON.

XIII. Copyright and confidentiality

1. SIMICON expressly reserves the copyright to issued expert opinions, test reports, analyses and similar delivery items and performance results, to which such rights might arise.

2. SIMICON transfers the rights of use to the Customer as necessary for the respective purpose. Thus, rights of use are only transferred to the Customer in so far, as it emanates from the placing of order with respect to the content, time and space.

3. SIMICON makes the results of analyses and similar perceptions gained in connection with an order accessible only to the Customer, unless otherwise agreed in individual cases. SIMICON will treat information, which is not already publicly known or accessible, as confidential.

SIMICON may however use results for internal evaluation purposes and make copies of forwarded documents for its own documentation

XIV. Set-off, right of retention, right to withhold performance and prohibition of assignment

1. The Consumer's setting-off of a claim of SIMICON is only possible on account of his own undisputed claims or claims established as nonappealable by a court of law. The assertion of the right to withhold performance or the right of retention is excluded, unless this right is undisputed or established as non-appealable by a court of law.

2. Objectively justified doubts on the solvency of the Customer entitle SIMICON to make the continuation of the performance dependent on pre-payments and on the settlement of outstanding invoices without consideration of an originally agreed date of payment.

3. The assignment of claims of the Customer requires the written consent of SIMICON.

XV. Terms of Payment

Terms of payment are as follows: Net cash within 30 days of the date of invoice unless otherwise agreed in writing to the contrary. In case of delivery abroad SIMICON is entitled to request advances. SIMICON reserves the right to levy interests customary in banking, at least however an interest rate of 8 % above the current

base rate, for any account remaining unpaid after the due date of the payment.

XVI. Retention of Title

Legal title in any products supplied by SIMICON shall remain with SIMICON until the Customer has paid to SIMICON all sums due to SIMICON by the Customer on any account whatsoever. The acceptance (Entgegennahme) of bills of exchange does not constitute payment in the aforementioned sense.

XVII. Applicable law

The privity of contract between the Customer and SIMICON including the issue of its coming about is solely subject to the laws of the Federal Republic of Germany to the exclusion of the UN Sales Convention.

XVIII. Place of execution and place of jurisdiction

Place of execution and place of jurisdiction is Munich.

XIX. Inefficacy of individual provisions

The inefficacy of individual provisions of these GTC leaves the effectiveness of the remaining provisions and of the contracts concluded unaffected as such. As far as individual provisions of such contracts should be ineffective or contain a loophole, the Customer and SIMICON shall be obliged to create an effective provision, closest to the economic intention of the parties, in place of an ineffective provision or loophole.

As of July 2014

Simicon GmbH, Munich, commercial register of Munich, HRB 103522