

## General Terms and Conditions of Business / Sales Conditions

### Saint-Gobain Performance Plastics Biolink GmbH (Version October 2010)

#### I. General Remarks:

1. The following terms and conditions will exclusively govern the relations of BIOLINK to entrepreneurs as defined by § 14 BGB (German Civil Code) as well as legal persons and special funds under public law.
2. The sale of BIOLINK'S goods and any other business relations, namely present and future relations, will exclusively be based on the following terms and conditions. For later orders it is not necessary to further refer to these sales conditions.
3. Hereby we contradict explicitly to any diverging sales conditions and any other contrary terms and conditions of our customers.
4. Those General Terms and Conditions of Business are a translation of the German original version. The German version applicable to all offers, agreements, and other relationships, and shall always prevail.

#### II. Offers; Prices:

1. All offers are made without obligation and form a request to the customer to make an offer for purchase (invitatio ad offerendum). The contract is effected with the order of the customer (offer) and BIOLINK'S acceptance of the offer. If the acceptance deviates from the offer, it has to be considered as a new offer that is not binding on BIOLINK.
2. Price increases are permissible if the period between closing of the contract and the agreed time of performance exceeds six weeks. In case a price increase is permissible, the following applies: In case wages, costs for material, or market cost prices (catalogue prices) increase or exchange prices change prior to performance, BIOLINK may reasonably adjust the prices according to the increase in costs.
3. All prices are and net of additional applicable Value Added Tax and fixed in EURO when not marked in another currency. All prices are made ex works or store, including standard packing, as far as not otherwise agreed in writing.
4. Samples, oral indications, recommendations and other documents and data as copies, drawings, specifications of dimensions and weight are only approximate and not binding on BIOLINK unless explicitly assured or guaranteed in writing.

### III. Deliveries, Delay and Impossibility of Delivery:

1. As far as not expressly otherwise agreed the delivery of our goods is made at the Customer's expense and risk.
2. Performance periods designated by BIOLINK are non-binding and subject to change unless otherwise agreed expressly and in written. Events of force majeure shall entitle BIOLINK to delay performance for the duration of the obstruction. All circumstances that BIOLINK is not responsible for or prevent BIOLINK from delivery of the agreed works or makes performance unreasonable for BIOLINK, such as e.g. legal strike or legal lock-out, war, import or export prohibitions, shortage of energy or commodities, authorities' measures, or late self-delivery which BIOLINK is not responsible for, shall be deemed equivalent to a force majeure event. If the duration of the obstruction exceeds two months the contract party is entitled to cancel the contract after setting a reasonable period for subsequent performance including the declaration to deny acceptance in case of late performance and in case he proves that the full or partially outstanding performance is of no interest to him due to the delay. In cases of subsequent modifications or additions to the contract, performance dates and periods shall begin to run anew or shall be delayed accordingly, irrespective of their prior binding confirmation by BIOLINK, insofar as no differing agreement with the contract party was met in the respective case.
3. In case of obligation to perform in advance, BIOLINK is entitled to refuse the handing over of the goods if after conclusion of the contract BIOLINK achieves knowledge upon facts that doubt the Customer's credit worthiness. BIOLINK'S right to refuse performance expires as soon as the purchase price will be paid or the Customer provides a security.
4. For damages caused by the delay of delivery or non-performance, BIOLINK is only liable in cases of intent or gross negligence on part of BIOLINK or its legal representatives or vicarious agents. In such cases, liability is limited to the foreseeable, typically occurring damage. This limitation of liability is not valid for damages caused by the injury of life, body or health or the breach of a fundamental contractual obligation. This does not mean an alteration of the burden of proof to the disadvantage of the Customer.

### IV. Claims based on Defects (Warranties):

1. In cases of defects the Customer may claim remedies only when he has fully performed his duties of examination and to give notice of defects under § 377 Commercial Code (Handelsgesetzbuch, „HGB“).
2. Any warranty is void for failures which are caused by non-contractual use of the contractual services by the Customer or third parties consulted by the Customer. The warranty is further voided by any changes to the contractually agreed product which have not been agreed upon in advance, written form with BIOLINK as well as circumstances which are based on the Customer not following BIOLINK's operating instructions.

3. If there is defective contractual performance the Customer has the right to subsequent performance by elimination of the defect or to new non-defective performance, whichever remedy BIOLINK chooses. The Customer shall have the right to opt, contrary to the stipulations of § 478 BGB (in connection with § 651 BGB, if applicable) within the scope of the contractor's recourse ("Unternehmerrückgriff"). In cases of elimination of defects BIOLINK must bear all costs necessary for elimination, specifically for transport, infrastructure, labor, and material, insofar as those are not increased due to the shipping of the agreed works to a location different from the Customer's registered seat or place of delivery.
4. If subsequent performance fails the Customer shall be entitled to ask for rescission of the contract or a reduction of the purchase price, at his choice. BIOLINK's liability for damages is defined in clause V of these General Terms. Any exceeding liability by BIOLINK is excluded.
5. The period of limitation for claiming remedies for defects (including damages) is 12 months from delivery of the contractual goods (transfer of risk). In cases of delivery recourse according to §§ 478, 479 BGB (in connection with § 651 BGB, if applicable) the statutory period of limitation applies.

**V. Liability:**

1. Customer's claims for damages of any sort, irrespective of legal grounds, including damages resulting from the use of the agreed services/works are excluded, unless BIOLINK or its legal representatives or persons employed in performing an obligation for whom the principal is vicariously liable ("Erfüllungsgehilfe") acted willingly or with gross negligence or the Customer's claims result from the lack of an assumed warranty. If the latter applies, liability is limited to the damages the warranty comprises. Furthermore the liability for any damage to life, body or health shall remain unaffected.
2. BIOLINK assumes liability for damages based on slight negligence only if material obligations ("cardinal obligations") were breached in the course of performance of the contract. In that case BIOLINK's liability is limited to the typical and foreseeable loss. Furthermore any claim for damages is capped at three times the fee owed by the Customer to BIOLINK. Compensation for consequential loss (e.g. damages resulting from the use of the agreed goods, lost profit, and lost use and enjoyment) is excluded.
3. The stipulations set forth under this provision shall not apply to the provisions of the German Product Liability Act ("Produkthaftungsgesetz"). The same applies to any damage to life, body, or health. Furthermore any mandatory statutory liability shall remain unaffected.

**VI. Retention of Title:**

1. BIOLINK reserves full title to the agreed services until full payment of the agreed payment has been made by the Customer.
2. Customer is entitled to convert the goods under retention of title, however title will extend to the converted goods. BIOLINK as contractor of the intermediate product will be the proprietor of the converted goods under the exclusion of § 950 BGB. Customer or converting party, as applicable, will be custodian only. If the goods under retention of title are combined with other goods or converted to other works to which BIOLINK does not have title, BIOLINK will become a joint owner to the new works, proportional to the value of the goods under retention of title to the other goods.
3. The goods under retention of title may only be sold within the regular and orderly course of business and only if claims from re-sales have not been ceded to third parties prior to the sale. Customer hereby assigns his future claims in connection with the resale to BIOLINK in advance, this includes cases when BIOLINK's goods are combined with others or are converted. In these instances the assigned claims will serve as collateral for BIOLINK only to the extent they equal the value of the agreed goods.
4. Customer however is obliged to disclose the third party debtors to BIOLINK and make notice of the assignment to those. He is entitled to collect the claims himself as long as BIOLINK has not advised him to proceed otherwise. He must transfer the moneys collected to BIOLINK immediately insofar as BIOLINK's claims are due.
5. BIOLINK agrees to immediately release the assigned claims at BIOLINK's option insofar as they exceed the claims to be secured for BIOLINK by more than 10% and stem from fully paid deliveries.
6. Any pledging and transfer of ownership in relation to the goods under retention of title by way of security is not permissible.
7. Customer must inform BIOLINK of any third party access to the goods delivered under retention of title or to any claims immediately.
8. In case an agreement according to this Clause VI is impermissible under the laws of the contract party's state, BIOLINK will retain all other rights to the agreed goods that BIOLINK is permitted to retain under the laws of the contract party's state.
9. In case of a breach of contractual duties – in particular in case of default in payment – BIOLINK shall be entitled to take the goods back at the expense of the Customer or to require the assignment of the Customer's claim for restoration against a third party. The taking back as well as the attachment of the goods which are subject to retention of title do not constitute a withdrawal from the contract. BIOLINK will give back the goods to the Customer as soon as he complies with his obligation to pay.

**VII. Terms of Payment:**

1. Payment has to be made within the terms proposed on our quotations and as agreed with the customer. Payment should be made in full and according to those terms, from the date of invoicing and without discount.
2. BIOLINK reserves the right to ask for partial payments.
3. In cases where after the closing of the contract doubts arise regarding the Customer's ability to pay BIOLINK's claims or his creditworthiness BIOLINK is entitled to render performance only after the contract party's performance or versus collateral in the form of a directly enforceable, irrevocable guarantee from a German major bank. In case the contractual partner does not comply with this request even after the fixing of a time period for performance including a notice of the intention to rescind the contract after the set period of time, BIOLINK may rescind the contract, excluding any rights for compensation of contract party.
4. Customer may, especially in cases of notification of defects, settle against claims of BIOLINK or exercise his right to retention only if his claim has not been disputed or if it has become res judicata.

**VIII. Place of Jurisdiction; Choice of Law; Severability Clause:**

1. Place of Jurisdiction shall be the seat of the BIOLINK company. However, BIOLINK shall be entitled to sue the Customer at his residence or seat of company.
2. There shall apply the law of the Federal Republic of Germany, excluding the UN Sales Convention and all stipulations which refer to other legal systems.
3. If any of the above provisions should be or become ineffective, this shall not affect the validity of the other provisions. The ineffective provision shall be replaced by such an effective provision that is most similar in fact, law and economic with these Order Conditions and other contractual agreements. The same shall apply in case of unforeseeable incompleteness of these Order Conditions or other contractual agreements.