

General Terms and Conditions of Business of BASF Construction Chemicals Europe AG Division CONICA Technik

Valid from: August 2007

1. General

These Terms and Conditions apply to all our offers and deliveries. Agreements which deviate from our Terms and Conditions must be confirmed in writing by both Parties.

2. Place of jurisdiction

The place of jurisdiction is expressly Schaffhausen. The Agreement is governed exclusively by Swiss law.

3. Delivery dates

The specified anticipated delivery dates are non-binding. Cases of force majeure as well as delivery delays of our suppliers entitle us to amend the delivery dates accordingly. Claims for damages arising out of late delivery are excluded. Delivery delays shall not entitle the Buyer to withdraw from the Agreement.

4. Delivery

The delivery shall always be performed, including in the case of free delivery, at the risk of the recipient. Transport damage must be reported to the corresponding transport company within the statutory deadline.

5. Prices

All offered prices are non-binding. Unless expressly confirmed by us, they are understood to be:

- ex works Schaffhausen
- untaxed, duty unpaid
- uninsured
- excl. VAT

In the event of wage and material price increases, we expressly reserve the right to adjust the prices, even in the case of already-confirmed orders.

6. Conditions

Our invoices are essentially payable within 30 days net, without any deduction whatsoever, insofar as not otherwise confirmed by us.

7. Warranty

The Seller warrants that the delivered goods correspond to the declared specifications. Any further liability or warranty with respect to the quality of the delivered goods or their suitability for a specific purpose is herewith expressly excluded.

8. Notice of defects

The delivered goods must be checked upon receipt. Any possible complaints relating to the delivery must be issued in writing at the latest within 8 days of receipt. In other respects the delivery shall be deemed to have been accepted; any secondary liability extending beyond the value of the goods is expressly excluded.

9. Rescission

Should our claim appear at risk, and should the Buyer fail to furnish security promptly upon written request, then we reserve the right to withdraw from the Agreement. The return of properly ordered goods shall be subject to our written consent. In the event of return, we shall credit 80% of the value of the goods.

10. Reservation of title

The goods shall remain our property until the payment has been performed in full.