

General Terms and Conditions of Delivery and sales

1. Order

Through his order, the customer accepts our General Terms and Conditions of Delivery - Export. Our offers are not binding on us until confirmation. Any oral agreement is binding on us only if and insofar as they are confirmed in writing or are complied with through delivery of the goods and the invoice. Any amendments to our terms and conditions of delivery are valid only if they are confirmed by us in writing. Conditions of purchase or other terms and conditions of trade of the customer will not be applied unless agreed to in writing.

2. Invoice and payment

Unless we have explicitly agreed to an order for a specific price, prices are to be determined on the basis of our prices valid at the time of delivery if the delivery period is more than 4 months. The price is determined on the basis of the quantity of the goods at the time of their leaving our premises. Expenses and costs such as, for example, bank charges for the transfer of payment and charges for the delivery of shipping documents are borne solely by the customer. The set-off or any right of retention against any of our payment claims is excluded unless the claim of the customer has been acknowledged by us. If the due date is not met, we are entitled to demand interest on the debit balance in the amount charged by banks at the time.

3. Delivery and Acceptance

Our obligation to deliver goods is suspended if and as long as the customer is in arrears with a payment. If doubts arise as to the solvency of the customer, we retain the right to make further deliveries dependant on securities of the customer or a pre-payment. Force majeure, interruptions of our operations, lack of work forces,

energy or raw materials, strikes, lock outs, interruption of traffic and measures taken by a public authority, all give rise to an extension of delivery dates to a reasonable extent. They also entitle us to rescind the agreement as far as it has not been fulfilled by us, in which case no further liabilities or obligations on our part arise. Liability for delays in delivery caused by negligence on our part is limited to a compensation for the negligently caused delay at 0.5 per cent per week of the delay, to a maximum of 5 per cent of the value of the affected part of the delivery. This limitation shall not apply in the event of intent or gross negligence.

4. Transport

All shipments of the goods are effected at the risk and at the cost of the customer, unless explicitly agreed to otherwise. The itinerary and the mode of transport are chosen by us. Wishes of the customer in these respects are taken into account if possible. The "Incoterms" of the International Chamber of Commerce are applicable in their current version at the time of delivery, unless these Terms and Conditions provide something else.

5. Defects

Any claims with regard to defects in quality or quantity are to be raised without delay, in each case no later than within 7 days after receipt of the goods, stating the order dates, invoice numbers and shipping numbers. For defects which could not reasonably be detected within the 7 days period the period of time-bar for claims regarding defects is 12 months. Any such claim must be raised in writing. If there is in fact a defect and if such defect has been lodged in accordance with the above, we will either exchange the goods or take them back against

re-payment of the purchase price, at our own choice.

Any other or additional claims are excluded. Any return shipping of goods require our prior explicit consent.

6. Retention of title

Our goods remain our property until all obligations of the customer to us resulting from the mutual business relation are fulfilled, provided that this is admissible under the law of the country in whose territory the goods are delivered by us. Upon demand by the customer we will pass title if and insofar as the securities exceed our outstanding claims by 10 per cent or more. If requested by us, the customer is under the obligation to cooperate in every way to effect the protection of our property with regard to delivered goods. If third parties establish a right in the goods to which we retain title or claim any such right, the customer must notify us of this fact and the circumstances without delay.

7. Raw material & Trademarks

The raw material **ICHTHYOL® PALE** may not be used for pharmaceutical purposes. Sales for pharmaceutical purposes are not allowed. Many of the goods we deliver are equipped with a trademark of ours. If these goods are processed in any way, the continued use of our trademark in connection with the resulting object is admissible only with our explicit prior consent in writing. This applies to all processing steps. Our consent requires that all legal trademark formalities are complied with, as well as that the processing is effected in the way that we have consented to.

8. Delivery of finished products of Ichthyol-Gesellschaft

In addition, the following applies for the delivery of our own finished goods: All marketing activities for

our finished products and any edition or change in their packaging or appearance, in particular any note with regard to the distributor, requires our prior explicit consent in writing. Unless otherwise agreed in writing, finished goods may be sold and delivered only within the country in which the customer is domiciled, if and insofar such restriction on the sale is permissible under the law of the country which governs the purchase agreement. It is the customer's sole responsibility to check and assure that the finished products to be delivered by us comply with all applicable legal requirements in the territory of the customer and to notify us if this is not the case. If he is unable to check and ensure this, the customer is under the obligation to advise us of the applicable legal requirements. Should we find that the sold but not delivered goods do not comply with the applicable legal requirements in the contract territory, we may rescind the contract. Any further liability on our part is explicitly excluded. We are not liable for the legal validity of the industrial property rights protecting our goods. Any costs for import permits of the finished goods in the contract territory are to be borne by the customer. Unless explicitly agreed to otherwise in writing, the customer cannot demand the conclusion of further delivery contracts. The customer cannot claim any compensation for the introduction of finished goods in the contract territory.

9. Place of jurisdiction

This agreement is governed by German law, excluding, however, the U.N. Convention. Place of jurisdiction is, at our choice, Hamburg or the place of the domicile of the customer.