

General Terms of Sale and Supply

Dear Customer,

Your success with our products and services are the standard we endeavour to achieve. Each day, we attempt to satisfy your wishes and give you first-class service. Our cooperation with you is based on partnership. For this reason, we are particularly keen on mutually familiar terms of business to protect your interests. We should like to take this opportunity to thank you for your confidence.

Sincerely yours Purbond AG (in the following Purbond)

1. General

The following terms of sale and supply will apply to all deliveries and any additional business transactions concerning the products sold. The addition and/or amendment of these terms of sale and supply are subject to the written agreement of Purbond. Customers' terms of purchase are only binding for Purbond when expressly confirmed in writing by the latter.

2. Offer

All offers are subject to change without prior notice unless otherwise agreed. Orders will only be considered accepted if confirmed in writing or if implemented by Purbond. Declarations or amendments made by the customer after the conclusion of an agreement will only be effective if made in writing and confirmed in writing.

3. Prices

All supplies will be invoiced at the prices agreed. These prices are based on the prices quoted, currency conditions, transport and customs rates or other declarations valid when the agreement is concluded. Purbond reserves the right to adjust prices in the event of any increases in the cost of these elements.

4. Deliveries/despatch

Unless otherwise agreed, Purbond will determine the style of despatch and the shipper. If the customer requires a different style of despatch which can be complied with, the customer will be responsible for the costs involved. Purbond reserves the right to make a charge for the storage of customers' goods ordered but not collected prior to the expiry of one week following the agreed date for collection. All goods are shipped for the account and risk of the customer even if no charge is made for the cost of shipment. For this reason, Purbond cannot be held responsible for any delays or damage incurred in the course of shipment. No shipments of goods will be insured by Purbond unless expressly requested by the customer who will also be responsible for the cost involved. Purbond is entitled to make partdeliveries. Civil unrest, hostilities or war, force majeure, a lack of raw materials, unforeseeable problems in production, strikes, lockouts, delivery problems on the part of outside suppliers, shortage of manpower which limit or prevent the manufacture, supply or transport of goods release Purbond from his obligation to supply for the duration of the problem and the scope of its effect without entitling the customer to compensation.

5. Containers

No rental charge is made for a period of three months for containers supplied on loan. At the end of this period, a proportionate charge is made. All containers must be cleaned and returned to Purbond carriage paid. Following cleaning, disposable containers may be returned to Purbond for disposal. The date of return must be agreed with Purbond; the cost of shipment is chargeable to the customer.

6. Cessation of deliveries

If any customer fails to meet any outstanding financial commitments in spite of having received reminders, Purbond is entitled to suspend all further deliveries subject to any additional claims.

7. Objections, complaints, return of goods

All goods must be examined by the customer immediately on receipt. Complaints about shipment or visible defects must be noted in the shipping documents at once and can only be considered if made in writing within 5 working days following receipt of the goods. Latent defects must be reported in writing as soon as they are discovered and no later than 6 months after receipt. All goods are considered to have been unconditionally accepted on expiry of the corresponding periods and all claims on the part of customers are void and forfeited. Use of the goods

prior to expiry of the corresponding time limit for claims is considered to represent unconditional acceptance. If any complaint concerning the quality of the goods is upheld, Purbond may choose either to replace them or take them back; in the case of the latter, remuneration will either be made in part or in full. The goods may only be returned in agreement with Purbond and with written confirmation by the latter.

8. Utilization

The information given by Purbond on all products is based on intensive research work and the experience gained in their use. These results are provided as is, to the best of the knowledge of Purbond and belief and excluding any responsibility which exceeds the scope of each individual contract. Purbond also reserves the right to alter technical specifications in the course of product development. This does not relieve the user of his obligation to examine the results and recommendations given by Purbond with regard to his own use.

9. Advice

The advice supplied by Purbond is not binding and does not relieve the customer of his obligation to test the products for their suitability for the processes and purposes intended.

10. Guarantee

Purbond guarantees that the goods supplied correspond to the specifications and properties given in writing.

11. Payment

Payment is due at the agreed terms and without any deductions within a period of 30 days. Bills of exchange can only be accepted as payment following express agreement; discounts and other bill of exchange charges will be debited to the customer. If payment is not made within the specified time, Purbond reserves the right to charge interest on arrears at a rate that is 3% above the ruling CHF Libor rate (3 months) rounded up to full percent. If there are any doubts concerning the solvency of the customer, Purbond reserves the right to demand security or advance payment or to terminate the agreement; the customer may not make any claims for compensation.

12. Retention of title

All goods supplied remain the property of Purbond until full payment has been made. Any processing of the products supplied to form a new article have no influence on retention of title.

13. Governing law

Swiss law shall be applicable. The Geneva Convention Agreement is not valid.

14. Jurisdiction

Jurisdiction is the legal domicile of Purbond

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Our General Terms of Sale and Supply are also available in German, French and Italian. We will be pleased to send you a copy in the desired language.

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