



Use of the RELIUS Mediabase

(by fax to +49 441 3402 238) **Attention: * Required information**

Thank you for your interest in the use of the RELIUS mediabase. Please fill in the form completely and fax it back duly signed.

RELIUS COATINGS GmbH & Co. KG
26123 Oldenburg / Germany
Donnerschweer Straße 372

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F +49 441 3402 - 350

Heimertinger Straße 10
87700 Memmingen / Germany
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Corporate name incl. * legal form					
Street/ No. *					
Postal Code/Town *					
Country Code *					
Phone *	()	-	
Fax *	()	-	
Mobile Phone	()		
E-Mail *					
Private client					

Herewith I apply for the online access to the RELIUS Mediabase.

With my signature I declare that I have read and understood the RELIUS Mediabase Terms and formally agree to these terms and conditions.

I agree to the storage and processing of data by RELIUS COATINGS GmbH & Co. KG.

Place, date, signature

Revocation

You can revoke your declaration in text form (eg letter, fax, email) within 2 weeks without giving any reason. The period begins with receipt of this notice at the earliest. To ensure the withdrawal period a timely dispatch of revoke is sufficient. The revocation must be sent to:



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Donnerschweer Straße 372
26123 Oldenburg / Germany

Fax: ++49(0)4413402350
relius.mail@basf.com

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In case of an effective revocation benefits and utilisation received on both sides (e.g. interests) have to be reversed and refunded. If a service received can't be refunded in total or only partially or is returned in a worse condition, then you have the obligation for value replacement. Obligations for the reimbursement of payments must be fulfilled within 30 days after sending your revocation.

Place, date, signature



Terms and Conditions of Use of photograph database

1.

Use of the possibilities of this photograph database shall be subject exclusively to the following General Terms and Conditions of Use.

These shall also apply to any future use of the possibilities of the photograph database without a specific further indication thereof and to the exclusion of the terms and conditions of the user of the photograph database. For employees of RELIUS COATINGS, use shall be permitted only for internal purposes, taking into consideration the terms and conditions applicable to third parties.

2.

The user shall register before using the photograph database for the first time.

The data requested for registration must be entered truthfully and in full.

RELIUS COATINGS GmbH & Co. KG shall reserve the right to refuse to accept registrations of individual users without indicating the reasons for such refusal.

There exists no entitlement to access the database. The user shall assent to the storage and processing of the data by RELIUS COATINGS GmbH & Co. KG.

The user shall be assigned a password by RELIUS COATINGS GmbH & Co. KG in order to use the photograph database. Such password shall be strictly confidential.

It shall not be permitted to pass on the password to third parties.

3.

The user shall be entitled to make use of the photographs stored in the database free of charge. Use of the photographs shall be made exclusively for the purpose of promoting the services of the user in connection with the use of the products and services of RELIUS COATINGS GmbH & Co. KG.

When using the photographs the user shall indicate in a suitable manner (e.g. copyrights: RELIUS, printing of logo) that the photographs have been provided by RELIUS COATINGS GmbH & Co. KG. The user shall likewise draw attention to copyright information or logos of third parties when using the photographs. The user shall not acquire his own rights of use or ownership by downloading or using the photographs or data.

Information concerning the use of the photographs shall be given at the request of RELIUS COATINGS GmbH & Co. KG.

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4.

The photographs may not be used in order to promote products other than those of RELIUS COATINGS GmbH & Co. KG. The user shall not be entitled to transmit photographs from the photograph database to third parties for further use either against payment or free of charge. Any use for pornographic, racist or degrading purposes, also by means of altering the photographs, shall not be permitted. Furthermore, use of the photographs for political purposes shall not be permitted.

Any contravention shall result in the immediate prohibition of the user from using the photograph database. The user shall provide RELIUS COATINGS GmbH & Co. KG with unrestricted information regarding the inadmissible purposes for which he has used the photographs and the extent of such use.

RELIUS COATINGS GmbH & Co. KG shall reserve the right to assert damage claims.

5.

RELIUS COATINGS GmbH & Co. KG shall reserve the right to alter the content of the photograph database at any time. No guarantee or warranty shall be assumed for the suitability of the photographs for any specific purpose.

6.

Unless other arrangements are made, the General Terms and Conditions of RELIUS COATINGS GmbH & Co. KG as currently applicable shall also apply (latest version: October 25, 2002).

7.

If any provision of these Terms and Conditions of Use should be completely or partially ineffective, the applicability of the remaining terms and conditions shall not be affected. Another provision shall be agreed whose meaning and economic effect is as close as possible to that of the ineffective provision.

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General Terms of Sale of RELIUS COATINGS GmbH & Co. KG (Version: 5 Oct 2002)

I General – Scope of Validity

Our deliveries and services are made exclusively at the following General Terms of Sale. The present General Terms of Sale apply only to merchants and companies as defined in Sec.14 BGB [German Civil Code]. They also apply to all future transactions between the Contract Parties without renewed separate reference. They also apply if we do not explicitly invoke them in later contracts, in particular if we supply our deliveries or services to the Buyer without conditions in the knowledge that the terms of sale of the Buyer contradict or depart from our own General Terms of Sale. The General Terms of Sale have been made known to you through our invoices, delivery notes, forms pricelists as well as in our e-mail correspondence and Internet announcements. The scope of validity of these Terms of Sale applies to all delivery states to which German law is applicable. Their validity is agreed already at this time (also see XII.2 of these Terms).

II Offers and Contract Conclusion, Scope of Performance

1. Our offers to the Buyer are without obligation to us. An order by the Buyer is deemed a binding offer [to buy]. Our acceptance of this offer is made at our choice within 4 weeks from receipt by issuing an order confirmation or by supplying the ordered deliveries or services without any conditions on our part.
2. Technical data and descriptions in the respective product literature, technical spec sheets or promotional materials do not constitute a guarantee of the quality or durability of the goods supplied by us.
3. Specimen or samples supplied as a basis for a sale merely describe the adequate correspondence of the product with the former but do not constitute a guarantee of the quality or durability of the goods supplied.
4. Technical changes within reasonable limits are reserved.
5. Application counselling is provided to the best of our knowledge. All data and information on the suitability and use of our products do not exempt the Buyer from performing his own tests and experiments to determine the suitability of the products for the intended processes and purposes.

III Prices, Payment Terms, Late Payment

1. The prices agreed at the time of conclusion of the respective contract, the particular those quoted in the order slip or order confirmations, apply. When no price was explicitly quoted, the prices quoted in our pricelist in force at the time of contract conclusion shall apply. Billing is based on the rates, pieces and quantities determined by us unless the Buyer objects promptly on receipt of the goods. To these prices will be added the value-added tax in force at the day of delivery in the respective statutory amount as well as the costs required for correct shipment, i.e. packing, shipping costs ex-works or ex-our warehouse, cartage and – when agreed – the costs of transport insurance. For deliveries abroad, other country-specific charges may apply.
2. We reserve the right to revise our prices within reasonable limits if changes in costs after contract conclusion due to collective agreements, price hikes by input supplier or foreign exchange rate fluctuations occur.
3. Our invoices are due 5 days from presentation without deduction except when a different payment term was agreed. On expiry of the payment date stated in the invoice, the Buyer is in default as per Sec. 286 II No. 2 BGB.
4. Payment by the due date is a function of the receipt of the payment by us. Cash discounts and rebates are granted only on separate agreement. A cash discount for a new invoice is excluded if an older invoice has not yet been settled in full.
5. The Buyer is entitled to rights of offset or retention only if his counterclaim has been declared in a court of law, is recognized or not disputed by us. Furthermore, a right of retention exists only if the counterclaim being asserted is based on the same contract as our claim for payment.
6. If the Buyer fails to pay invoices due, exceeds the granted payment term or if the asset conditions of the Buyer deteriorate markedly after contract conclusion or if we receive unfavourable credit reports about the Buyer following contract conclusion which question the solvency or creditworthiness of the Buyer, we are entitled to declare the entire balance of the Buyer due for payment and, in departure from previous provisions, demand an advance payment, the supply of a collateral or the immediate payment of all our claims based on the same contract after complete delivery, or alternatively to withdraw from the agreement. This applies in particular if the Buyer suspends payments, a cheque of the Buyer is returned, a banking debit cancelled, a bill of exchange issued by the Buyer not honoured, insolvency proceedings over the assets of the Buyer are applied for or have been opened or if insolvency proceedings have been denied due to a lack of asset mass.

IV Delivery and Performance Term, Late Delivery

1. Agreed delivery periods apply only approximately except when a fixed transaction was explicitly agreed in writing. If, nevertheless, agreed delivery periods are exceeded for reasons attributable to us, the Buyer is entitled after the fruitless expiry of an adequate grace period set to us to withdraw from the contract. A withdrawal must be declared in writing.
2. We shall be deemed in default only after the expiry of an adequate grace period set by the Buyer. In the case of force majeure or of other unforeseeable, extraordinary or other circumstances beyond our control, e.g. production stoppages due to fire, water and similar, breakdowns of manufacturing plant and equipment, non-compliance with delivery terms or non-deliveries by our subcontractors as well as production stoppages due to raw material, energy or labour shortages, strikes, lockouts, transport scheduling problems, traffic bottlenecks or orders of authority, we are entitled – when prevented by the above circumstances from the timely fulfilment of our performance obligations without our fault – to postpone the delivery or performance for the duration of the obstruction plus an adequate start-up period. If doing so causes the delivery or service to be delayed by more than one month, both we and the Buyer are entitled, excluding any compensation claims and under the conditions of Items VIII No. 1 – 7 of the present General Terms of Sale, to withdraw from the contract with respect to the products affected by the late delivery.
3. In any case of default, our obligation to compensation is limited by the provisions in Items VIII.1 to 7.
4. We are entitled to make partial deliveries and partial services within the agreed delivery and performance terms when this can be deemed reasonable for the Buyer.
5. Fulfilment of our delivery and performance obligations presupposes the timely and proper fulfilment of the obligations of the Buyer. We reserve the right to the plea of equitable defence [i.e. non-performance, Trl. N.]

V Transfer of Risk, Shipping and Packing Costs

1. Except when agreed otherwise between us and the Buyer in writing, delivery is made ex works or ex warehouse and must be collected by the Buyer at his risk and expense. In this case, the risk of a fortuitous loss or fortuitous deterioration of the contract products after they are prepared for collection passes to the Buyer on service to the Buyer of a notice of shipping readiness. The risk of a fortuitous loss or fortuitous deterioration of the contract products also passes to the Buyer with the handover to the freight forwarder (also when the shipment is made freight paid or the shipping insurance was taken out by us).
2. Vessels and packing materials on loan must be returned by the Buyer freight paid within 60 days and free from any residues: loss and damage to loaned vessels and loaned packing are for account of the Buyer when attributable to him. Loaned packing (vessels) must not be used for other purposes or to pack other products. They must be used exclusively for shipping our products. Labels must not be removed. Disposable packing is not retrieved by us. We will instead designate a third party to the Buyer to retrieve the packing as per the Packing Disposal Ordinance.

VI Obligations of Buyer and Reservation of Property

1. Goods remain our property up to the complete payment of the purchase price and all other current or future claims against the Buyer acquired by us during our business link. The quoting of the purchase price demanded from the Buyer in an outstanding invoice and the acknowledgement of a balance does not affect the reservation of ownership. A claim for the payment of the purchase price is not considered met in spite of a payment as long as an accompanying mutually assumed liability, as e.g. due to the negotiation of a bill of exchange, continues.
2. The Buyer is obligated to treat the purchase object with care; he must in particular adequately insure it at his expense against loss or damage and destruction, as e.g. fire, water and theft at the replacement value. The Buyer assigns his claims under the insurance contract to us already at this time. We accept the assignment.
3. The Buyer may not pledge or transfer as collateral goods which are our property. He is, however, entitled in line with the following provisions to resell the delivered goods as part of a routine business transaction. This right does not apply if the Buyer has validly in advance assigned or pledged to a third party a claim vis-à-vis his contract party resulting from the resale of the goods, or has concluded a covenant of non-assignment with him.
4. As collateral for the fulfilment of all our claims listed in Item VI.1, the Buyer assigns to us already at this time all – including future and conditional – claims for the resale of products delivered by us with all subsidiary rights in an amount of 110 % of the gross value of delivered goods ranking before the remaining part of his claims. We hereby accept this assignment.
5. As long and as far the Buyer meets his payment obligations to us, he is entitled to collect claims assigned to us from his customers as part of his routine business transaction. He may not, however, agree on a current account arrangement or conclude a covenant of non-assignment with his customer or assign or pledge as collateral any of these claims to a third party. If contrary to Clause 2, a current account arrangement is in force between the Buyer and the acquirers of goods reserved by us, the claim assigned to us in advance 3 shall then also extend to the acknowledged balance and in the event of the insolvency of the acquirer also on the balance at such time.

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6. At our demand, the Buyer must demonstrate the assignment to us of each of the claims and inform his debtors of the assignment to us with the instruction to make payments to us up to the amount of our claims against the Buyer. We are also entitled to ourselves notify the debtor of the Buyer of the assignment at any time and to collect the claims. We will, however, not avail ourselves of these powers as long as the Buyer meets his payment obligations properly and without delay, no application for the opening of insolvency proceedings was made by the Buyer and the Buyer does not suspend payments. If any of these cases arises, we may demand that the Buyer informs us of the claims assigned and their debtors, supplies all information required by us to collect the claims and supplies the required documents.

7. In the event of an attachment or other acts of a third party, the Buyer must promptly notify us to allow us to submit our claim as per Sec. 771 ZPO [Code of Civil Procedure].

8. The processing and compounding or conversion of goods supplied by us under our reservation of ownership is made by the Buyer at all times on our behalf without this creating any liability to us. If the goods subject to our reservation of ownership are processed or mixed or compounded with other products not belonging to us, we acquire co-ownership in the new product at a ratio of the value of the product supplied by us (final invoice amount including VAT) to the other products at the time of processing, mixing or compounding. The new product resulting from the processing shall be subject to the same reservation of ownership as the delivered product. If processing, mixing or compounding is undertaken in such a way that the property of the Buyer is regarded as the primary product, it is agreed that the Buyer assigns to us a prorated share of co-ownership. The Buyer shall safeguard the resulting exclusively owned or co-owned product on our behalf. The Buyer is entitled as part of his routine business transactions to dispose of the products newly created by processing or re-processing or conversion or compounding or mixing in ordinary business transactions without assigning or pledging them as collateral as long as he meets his obligations under the contract with us. The Buyer assigns to us as a security already at this time his claims from the sale of these new products to which we hold the rights of co-ownership to the extent of our co-ownership of the sold goods. If the Buyer compounds or mixes the delivered products with primary products, he assigns to us his claims against the third party up to the amount of our products already at this time. We accept this assignment.

9. To secure our claims against the Buyer, the latter also agrees to assign to us his claims against a third party resulting from a connection of our products with real estate property.

10. At the request of the Buyer, we undertake to release the securities supplied to us at our discretion if and when the realizable value of these securities exceeds our secured claims against the Buyer by more than 20%.

11. In the event of non-contractual conduct of the Buyer, in particular of payment default involving more than 10 % of the invoice amount for a fair period of time, we are entitled – irrespective of further claims for compensation – to withdraw from the contract and to demand the return of goods supplied by us. After return of the products supplied by us, we are entitled to their resale. The proceeds of the resale shall be offset from the liabilities of the Buyer to us minus reasonable resale expenses.

VII Rights of Buyer in Case of Defects

1. Visible product defects, wrong deliveries and over/under deliveries must be notified to us by the Buyer in writing promptly and not more than 7 days after the receipt of the goods by the Buyer. Concealed defects must be reported to us in writing within a period of 8 days from their detection. The Buyer is required to inspect – if necessary by producing a sample – whether the delivered goods are free from defects and suitable for their intended use. This also applies when combined with ingredients not supplied by us. If possible defects are determined only at the time of processing, the works must be stopped immediately and the sealed original containers not yet used for production be secured. At our demand they must be supplied to us for inspection. After three months from the transfer of the risk to the Buyer as per Item V.1, claims of concealed defects are excluded and shall be treated as a late claim if they had reasonably been detectable. In the event of a late claim as per Item VII.1 Clauses 1 to 7 or a claim not properly submitted, the Buyer loses his right to claim under the conditions of Item VIII.1 to 7 of the present Terms of Sale except if the defect was maliciously concealed by us.

2. In the case of defects in goods supplied by us, we are obligated at our choice to the repair or the resupply of flawless goods (supplementary performance). If we are not willing or able to effect supplementary performance or if the latter is delayed beyond a reasonable length of time for reasons attributable to us or if supplementary performance fails due to other reasons, the Buyer is entitled at his choice to withdraw from the contract or demand a reduction of the purchase price. Repair is deemed to have failed after the third attempt unless resulting otherwise from the nature of the object or due to other circumstances. If the Buyer has suffered damage or expended futile expenses due to the defects in goods supplied by us, our liability shall be governed by Item VII.1, Item VIII.1-7 and Item IX.

VIII Rights and Obligations of RELIUS COATINGS GmbH & Co. KG

1. Our liability for damage or futile expenses – irrespective of the legal reason – is engaged only if the damage or the futile expenses 4 a. were caused by us or one of our vicarious agents through a culpable breach of a major contract obligation or result from a grossly negligent or premeditated breach of an obligation by us or one of our vicarious agents. According to Items VIII.1a and b, we are liable for damage or futile expenses resulting from a consulting service or information not separately remunerated only in the case of premeditated or grossly negligent breach of an obligation provided such breach of an obligation does not constitute a physical defect as per Sec. 434 BGB in our products.

2. If we are liable under Item VIII.1a for a breach of a major contract obligation in the absence of premeditation or gross negligence, our liability for compensation shall be limited to the foreseeable typical damage. In such a case, we are in particular not liable for lost profits of the Buyer and for unforeseeable indirect consequential damage. The above limitations of liability as per Clauses 1 and 2 shall apply equally to damage resulting from premeditation or gross negligence by our employees or agents. We are not liable for indirect losses of the Buyer resulting from third-party claims for a contract penalty.

3. If we are liable under Item VIII.1a for the breach of a major contract obligation in the absence of premeditation or gross negligence, our liability is limited to a maximum sum of Euro 1,535 mio. per loss. We undertake to conclude and maintain in force insurance with the respective coverage (of at least Euro 1,535 mio. per loss).

4. Departing from the foregoing, in the case of late delivery caused by a freight forwarder, compensation shall be limited to three times the freight costs for the order.

5. The above liability limitations quoted in Item VIII.1 to 4 do not apply if our liability is compulsorily engaged under the provisions of the Product Liability Act or when claims for injury to life, health or limb are asserted against us. If the goods supplied by us lack a guaranteed property, we shall be liable only for damage caused by the lack of the guaranteed property.

6. Further liability for compensation than provided for in Items VIII.1 to 5 – regardless of the legal nature of the claim asserted – is excluded. This applies in particular to compensation claims on account of faulty contract conclusion as per Sec. 311 Subsec. 3 BGB, to default in performance of contract as per Sec. 280 BGB and to claims in tort as per Sec. 823 BGB.

7. Any exclusion or limitation of liability for compensation under Items VIII.1 to 6 also applies with regard to the personal liability of our employees, workers, collaborators, representatives, vicarious officers or agents.

IX Time Limitation of Claims

1. Claims of the Buyer on account of defects in our products or non-contractual services supplied by us – including compensation claims and claims for the reimbursement of futile expenses – shall become time-barred within one year from the start of the statutory time limitation except when resulting otherwise from one of items IX.2 to 5 below.

2. If the Buyer is a merchant and if he or another buyer in the supply chain acting as a merchant has met the claims of a consumer due to defects in newly manufactured products supplied by us, also supplied to the consumer as newly manufactured products, the claims of the Buyer against us under Secs. 437 and 478 Subsec. 2 BGB shall become time-barred at the earliest two months from the date at which the Buyer or other buyer in the supply chain have as merchants met the claims of the consumer except if the Buyer could have successfully pleaded the defence of time limitation to his customer or contract partner. The time limitation of claims asserted by the Buyer against us on account of defective goods supplied by us shall positively apply when the claims asserted against the Buyer by a customer or contract partner of the Buyer on account of defects in the goods supplied by us to the Buyer have become time-barred but at the latest 5 years from the date at which the goods in question were delivered by us to the Buyer.

3. For newly manufactured products supplied by us which have been used in line with their customary purpose for a building and have caused a defect in the latter, the claims of the Buyer shall become time-barred within 5 years from the beginning of the statutory limitation date. Departing from Clause 1, a time limitation of 4 years shall apply if the Buyer has used the product for the performance of contracts which incorporate Part B of the contracting rules for award of public works contracts in its entirety, or which involve materials used purely for building repairs. The time limitation as per the preceding Clause 2 applies at the earliest two months from the date at which the Buyer has met the claims of his contract partner arising out of the defects in the building caused by products delivered by us, except if the Buyer could have successfully pleaded the defence of time limitation to his customer or contract partner. The time limitation of claims asserted against us by the Buyer on account of defective goods supplied by us shall positively apply when the claims asserted against the Buyer by a customer or contract partner of the Buyer on account of defects in the goods supplied by us to the Buyer have become time-barred but at the latest 5 years from the date at which the goods in question were delivered by us to the Buyer.

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4. If we have supplied non-contractual consulting services and/or information not separately remunerated without supplying any products in connection with the information or consulting service or without the said non-contractual consulting service or information constituting a physical defect as per Sec. 434 BGB in the products supplied by us, the pertaining claims against us shall become time-barred within one year from the start of the statutory time limitation. Claims of the Buyer/customer against us on account of a breach of contractual, pre-contractual or statutory obligations which do not represent a physical defect as per Sec. 434 5 BGB in the goods supplied or to be supplied by us, shall also become time-barred within one year from the start of the statutory time limitation. If the above breaches of obligations represent a physical defect as per Sec. 434 BGB in the products supplied by us in connection with a consulting service or information, the time limitation for the pertaining claims shall be subject to the provisions in Items 1 to 3 and 5.

5. The provisions of Items 1 to 4 do not apply to the time limitation of claims on account of injury to life, health and limb nor to the time limitation of claims under the Product Liability Act and due to a legal vice in the goods supplied by us, which consist of a right in rem of a third party due to which the surrender of the goods supplied by us can be demanded. They furthermore do not apply to the limitation of claims by our Buyer/customers which results from that we have maliciously concealed a defect in our product or have breached an obligation by premeditation or gross negligence. In the cases quoted in this Item IX.5, the statutory time limitation periods shall apply to these claims.

X Returns

The return of flawless goods supplied by us is excluded. If we exceptionally agree to take back flawless goods, a credit note shall be issued only if our laboratory confirms their unrestricted reusability. For the costs of the test, preparation, reprocessing and repacking we will charge actual costs but not less than 20 % of the invoice amount and not less than Euro 30. Such a credit note will not be paid out in cash but offset against future deliveries.

XI Covenant of Non-Assignment

Rights or claims against us in particular on accounts of defects in goods supplied by us or a breach of obligation committed by us may not be assigned or pledged to a third party in whole or in part without our explicit written consent. Sec. 354 a HGB [German Commercial Code] remains unaffected.

XII Place of Fulfilment, Jurisdiction, Governing Law, Incoterms

1. The place of fulfilment and exclusive place of jurisdiction for all claims between us and the merchant or legal entities of public law or special public law funds is Oldenburg (Oldbg.) except when compulsorily required otherwise by law. We are entitled to take out action against the Buyer also in the latter's jurisdiction.

2. The contractual relationship between us and the Buyer shall be subject exclusively to the laws of the Federal Republic of Germany as it is applicable between German merchants and as far as it may be validly agreed in the various supplier countries. The use of regulations on the international purchase of goods (CSIG – Vienna or UN Purchase Law) and of German International Private Law is explicitly excluded.

3. When commercial clauses of the International Commercial Terms (INCOTERMS) have been agreed, the INCOTERMS of the latest version shall apply (currently INCOTERMS 2000).

XIII Final Provisions

1. Amendments or supplements to this Agreement or to these provisions are valid only when agreed in writing. This also applies to a waiver of the requirement for the written form.

2. If any of the above provisions should be ineffective, partially ineffective or excluded by special agreement, the validity of the remaining provisions shall not be affected.

3. We store the data of our buyers within the limits of our contractual relationship and in compliance with the Federal Data Protection Law.

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