

GENERAL TERMS AND CONDITIONS OF SALE

General

In the absence of a written agreement to the contrary executed by Premix Oy or one of its affiliates or subsidiaries ("Seller"), these terms and conditions shall apply to every sale of goods ("Products") between Seller and the party purchasing goods ("Buyer") and shall survive any termination (by mutual agreement or otherwise) of this agreement. A quotation by Seller does not constitute an offer and Seller reserves the right to withdraw or revise any quotation prior to time of its acceptance of Buyer's purchase order. The contract shall be formed at the time when Buyer's purchase order is confirmed in writing by Seller. Any terms and conditions proposed by Buyer or contained in any purchase order or other document sent by Buyer are expressly rejected by Seller and waived by Buyer.

Neither of the parties shall be entitled without the written concurrence of the other party to transfer all or some of its rights, obligations or liabilities under the Agreement to a third party. Seller shall, however, at all times be entitled to transfer its rights, obligations and liabilities to a Group company by simple written notification to Buyer. In these General conditions "Group company" shall mean any legal entity or corporation in which Premix Oy has a direct or indirect holding of at least 50 % of the voting capital.

1. Price

The price for Products shall be the price quoted by Seller or Buyer or, when no price is quoted, the Seller's list price at date of delivery, unless otherwise agreed in writing by the parties. All prices quoted shall be exclusive of Value Added Tax and other applicable taxes, duties or imports which are payable by Buyer. Seller may increase or decrease its prices at any time. New prices shall apply to Products not yet delivered provided Seller has notified Buyer in writing who shall have ten (10) days prior to delivery to cancel further deliveries at such increased price by sending a written cancellation to Seller without being entitled to any damages from Seller.

2. Delivery

Unless otherwise specially agreed in writing, Products are to be FCA point of shipment; all risk of loss shall pass to Buyer upon delivery to carrier or into Buyer's transports and Buyer shall be responsible for obtaining and paying for any desired insurance. Product shall be shipped in the manner and route of transportation Seller decides. Dates proposed by Seller for delivery are approximate and Seller shall not be liable for any delay in delivery of Products. Time for delivery shall not be of the essence. Seller shall not be required to deliver in any month more than the monthly quantities specified, and in no event more than the monthly pro rata amount of the whole quantity covered by the order. In the event of failure of Buyer to take pro rata quantity in any month, such deliveries or parts thereof may be cancelled or included in subsequent deliveries at Seller's option. If Buyer fails to fulfill terms of purchase under this contract, Seller may defer further shipments without notice until such default is made good, or may treat such default as final refusal by Buyer to accept further shipments.

3. Payment

Payment shall be made on delivery or within the agreed term of payment, without offsetting of debts or deduction of discount, in the currency and manner agreed.

In case of non-payment, whether partial or total, for a delivery even if it should be object of dispute, the Seller shall be authorized to suspend any other later supply, even when regulated by other contracts, or to render the contract null and void for the Buyer's breach of contract. In case of delayed payment or non-payment, whether partial or total, on the part of the Buyer in respect with the due date specified on the invoice, the Seller, notwithstanding any other right, shall charge, without need for notification of delay, interest starting from the date of agreed payment.

In case of non-payment, whether partial or total, after delivered goods shall remain the property of the seller until payment of the delivered goods is totally fulfilled. This clause does not contravene or prejudice statements as per Article 2 in connection with risks transferal, as goods after delivery remain under the custody of the Buyer.

4. Ground for Relief (Force Majeure)

The following circumstances, among others, shall constitute grounds for relief if they occur after the coming into force of the contract and impede its fulfillment or make it unreasonably onerous: Labor disputes, fire, war, mobilization or unforeseen military call-up of comparable scope, requisition, confiscation, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by subcontractors resulting from the aforementioned reasons or any other circumstance equally important and unforeseen, beyond the control of the party in question.

5. Warranty, Claims, Limitation of Liability

Seller warrants that all grades of Products to be supplied by Seller shall meet the product specifications for such grades set by Seller from time to time, or as modified, in writing, by the mutual consent of both parties. Claims in respect of Products sold, including claims on account of weight, quality, loss or damage to said goods, are waived by Buyer unless made in writing within 30 days after arrival thereof at destination. In case of a timely claim concerning quality, Buyer shall promptly furnish Seller a sample of nonconforming Product for testing and analysis.

Seller's liability and Buyer's sole remedy for any claim in respect of any Products is limited to, at Seller's option replacing the particular quantity of nonconforming Product or refunding the purchase price of the particular quantity of nonconforming Product, less the value, if any, to Buyer of the nonconforming Product. In no event shall seller be responsible or liable for any special, incidental or consequential damages (including without limitation any loss of profits).

6. Governing Law and Competent Court

The Agreement shall be governed by the laws of Finland excluding the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980). Any disputes in connection with the Agreement shall be exclusively submitted to the competent court at Helsinki, Finland.

HEAD OFFICE

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