

General Terms

General Terms and Conditions for Purchasing

I. Conclusion of Contract

1. The parties agree on the validity of these general terms and conditions of delivery and payment for all contracts, also those in future, for orders of goods or orders of other services. Conflicting or deviating terms and conditions of the seller shall only apply if these have been explicitly approved by us in writing. These general terms and conditions shall only apply vis-à-vis merchants.
2. Verbal agreements with our employees shall not be binding until confirmed by us in writing (also by fax or e-mail).
3. Inasmuch as offers are prepared for us, these shall be free of charge and non-binding for us.
4. Commercial terms shall be interpreted in accordance with the Incoterms (Incoterms 2010) in the case of doubt.

II. Prices, Interest, Rights of Retention and Offset

1. The price agreed by the parties shall be a fixed price.
2. We shall not owe maturity interest. Default interest shall be 5 percentage points over the base interest rate.
3. We shall be entitled to rights of retention and offset within the statutory scope.

III. Delivery Terms/Delay in Delivery

1. If delivery dates or delivery terms are agreed, these shall be binding. Delays must be reported to us in writing immediately.

2. Receipt of the goods by us shall be the relevant time for compliance with delivery dates or delivery times, unless otherwise agreed.

3. In the case of default of the delivery, we may assert the statutory claims. In particular, we may also claim damages instead of performance after fruitless expiry of a reasonable period of grace set by us. Our right to the delivery shall not be ruled out until the seller has paid the damages.

4. Missing documents to be delivered by us must be demanded from us in writing before further claims are asserted.

IV. Vendor's Lien

1. The terms and conditions of the seller shall apply with regard to the vendor's lien. However, it is agreed that title to the goods shall transfer to us upon their payment and the so-called current account retention shall thus not occur.

2. The seller must have rescinded the contract in order to be able to demand surrender of the goods based on the vendor's lien.

V. Transfer of Risk / Partial, Additional and Incomplete Deliveries

1. The seller shall bear the risk of accidental loss or accidental deterioration of the goods until handover of the goods at the destination.

2. Partial deliveries shall only be permissible with our approval. Additional or incomplete deliveries may only be made within the customary scope.

VI. Documents on Quality

1. The seller shall provide all necessary documents which prove that the delivery complies with the agreed quality standard to the purchaser, including test and analysis reports of his own lab or his supplier's lab, at the same time with the delivery of the goods.

2. The seller shall replace any damages incurred by the purchaser due to the fact that documents according to the paragraph above for proof of the agreed quality are not provided by the seller. However, this liability shall only enter into force in the case of culpable conduct by the seller or in the case of assurance of a certain quality.

VII. Liability for Defects

1. The goods shall be delivered free from material and legal defects. The seller shall be responsible for compliance of his goods and services with the contractually agreed characteristics and standards and the acknowledged state of the art.

2. After receipt, the goods shall be checked for quality and completeness within the scope that is acceptable and technically possible for us. Unless agreed otherwise, notifications of defects shall be deemed to have been made within due time if they are received by the seller by letter, fax, e-mail or phone within ten workdays. The period for notification shall commence as of the time when we (or in the case of third-party deals, our customers) have identified or should have identified the defect.

3. If it turns out that the goods have a material defect, we shall be entitled to the statutory rights at our choice. The remediation of defects shall have failed with the first unsuccessful attempt. Even if the seller's breach of duty is only insignificant, we may rescind the contract.

4. Even if the goods were already defective at the time of the transfer of risk, we may demand from the buyer* reimbursement of those expenses in connection with the defect which our customers may demand from us as a result of the defect.

5. The statutory periods of limitation shall apply for our claims for defects. The periods of limitation shall commence upon punctual notification of a defect within the meaning of paragraph 2. The seller's liability for defects shall end not later than ten years after delivery of the goods, unless our claims for defects are based on facts that were known to the seller or which could not have been unknown to him and which he did not disclose to us.

6. On account of performance, the seller shall already now assign to us any claims that he has against his suppliers for or in connection with the defective delivery of goods or such goods which lack guaranteed characteristics. If we assert such claims, the seller

shall hand over to us any documents that are required for this purpose.

VIII. Place of Performance, Venue, Governing Law

1. The parties shall agree the place of fulfilment for the delivery. If there is no such agreement, the place of fulfilment shall be Hamburg.

2. The venue shall be Dubai.

3. In addition to these terms of contract, UAE law is agreed for the relations between the parties, under inclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980).

ELROIS PETROCHEMICAL TRADING

General Terms and Conditions for Sales

I. Conclusion of Contract

1. These general terms and conditions of delivery and payment shall apply for all contracts, also those in future, for deliveries and other services. Conflicting or deviating terms and conditions of the customer shall only apply if these have been explicitly approved by us in writing. These general terms and conditions shall only apply vis-à-vis merchants.

2. Our offers shall be subject to change. Verbal agreements with our employees shall not be binding until confirmed by us in writing (also by fax or e-mail).

3. In the case of doubt, the Incoterms (Incoterms 2010) shall be decisive for the interpretation of commercial terms.

4. Quantity, quality and description as well as any specification of the goods shall correspond with our offer (if it is accepted by the buyer) or the buyer's order (if this is

accepted by us). The buyer shall be responsible for accuracy of the order. The buyer shall be responsible for providing us with any necessary information in relation to the ordered goods within a reasonable period of time, so that the order can be fulfilled in accordance with the terms of contract.

5. If the goods must be produced by the seller or processed otherwise by the same and the customer has provided a specification for this purpose, the customer shall hold the supplier harmless in the case of any loss, damages, costs or other expenses of the supplier, which the same must pay or is prepared to pay, because the contractual finishing or processing of the goods has proved to violate a third-party patent, copyright, trademark or other property right due to the customer's specification.

6. We reserve the right to modify the description of the goods with regard to the specification to the extent that statutory requirements shall be taken into account, inasmuch the modification does not result in a deterioration of the order with regard to quality and usability.

II. Payments and Settlement

1. The costs of payment transactions shall be borne by the buyer.

2. The buyer shall only be entitled to a retention right and a right to offset counterclaims inasmuch as his rights are undisputed or have been determined finally and conclusively.

3. If the buyer is in default of payment, we may charge interest in the amount of nine percent over the base interest rate (§ 288 BGB [German Civil Code]), unless lower damages are proved to us by the buyer. In addition, we may demand the payment of a lump sum in the amount of € 40. We reserve the right to assert further damages, in particular those that arise as a result of extra expenses in connection with exchange rate differences and securities.

III. Terms of Delivery

1. Deliveries shall be made on the delivery date specified in the contract or the order.

2. We shall be obliged to notify the buyer in writing in the event of any delay in delivery.

3. If we are in default of delivery, the buyer shall be entitled to demand a default compensation from us in writing for additionally incurred costs (e.g. for transport, insurance, storage etc.), however not more than 10% of the total contract value.
4. Details regarding delivery times shall be approximate. Agreed delivery times shall be calculated from the date of our order confirmation and only be valid under the condition that all details of the order are clarified in due time and all obligations of the buyer are fulfilled in due time, such as e.g. provision of all regulatory certificates, furnishing of letters of credit and guarantees or making of advance payments.
5. The time of shipment ex works or warehouse shall be decisive for the fulfilment of delivery times. They shall be deemed fulfilled upon notice of readiness for shipping if the goods cannot be dispatched punctually and we are not to blame.
6. Events of force majeure shall entitle us to postpone deliveries by the duration of the obstruction and a reasonable period for recommencement of operations. This shall also apply if such events occur during a given case of default. Force majeure shall include monetary, trade policy and other sovereign measures, strikes, lockouts, operational disruptions beyond our control (e.g. fire, breakdown of machines and rollers, shortage of raw materials or energy), obstruction of traffic routes, delays during import/customs clearance, as well as any other circumstances, no matter which, that make the deliveries and services significantly more difficult or impossible without being at our fault. Thereby it shall be irrelevant whether these circumstances occur at our place, the delivery plant or a pre-supplier. If the fulfilment of contract becomes unacceptable for either of the contractual parties due to the aforementioned events, the same may declare the cancellation of the contract.
7. The parties shall generally only be permitted to cancel the contract for such parts of the delivery that have not been provided yet. Inasmuch as partial deliveries that have been provided already are unusable for the buyer, he shall also be entitled to cancellation of the contract to that extent.

IV. Transfer of Risk

Unless otherwise specified in individual delivery contracts, the time of the transfer of risk shall generally be defined in accordance with the Incoterms of the International Chamber of Commerce (Incoterms 2010). If not agreed in the individual case, the clause "delivery duty paid" (Incoterms 2010) shall generally apply.

V. Partial Delivery, Additional/Incomplete Delivery, Continuous Delivery

1. We shall be entitled to partial deliveries within a reasonable scope.
2. Customary additional or incomplete deliveries in the concluded quantity shall be permissible.
3. For transactions with continuous delivery, requests and classifications must be submitted for approximately equal partial quantities, otherwise we shall be entitled to determine these at equitable discretion.
4. If the contractual quantity is exceeded by the individual requests, we shall be entitled, but not obliged, to make delivery of the surplus quantity. We may charge the surplus quantity at the prices valid at the time of the request and/or the delivery.

VI. Rights of the Buyer in the Case of Delivery of Non-contractual Goods

The following shall apply for warranty in the case of non-contractual goods:

1. Nonconformities of the goods must be reported to us in writing immediately, however not later than 7 days after their delivery. If nonconformities could not be identified within this period despite careful inspection, they must be reported to us in writing immediately after their discovery, however not later than one year after delivery of the goods.
2. If the goods were accepted as agreed by the buyer within the scope of an acceptance, the buyer shall not be entitled to raise the objection of lack of conformity, inasmuch as the lack of conformity was identifiable during the agreed type of acceptance.
3. The buyer shall immediately grant us the opportunity to convince ourselves of the lack of conformity of the goods. For this purpose, he shall provide us with the goods complained about or samples of these upon request. If the buyer fails to comply with this obligation, he shall forfeit any resulting legal remedies.

4. If goods were sold as downgraded material, the buyer cannot resort to legal remedies with regard to the faults specified and in relation to those he usually had to expect.

5. As for the rest, the buyer's legal remedies for non-contractual goods shall be based on the regulations of the CISG. Claims for damages shall be regulated finally in the following section.

VII. Damages

1. For the breach of contractual and non-contractual duties, in particular due to impossibility, default, culpa in contravened and tort, we shall also be liable for our executive employees and other agents, only in cases of willful intent and gross negligence, limited to the damages typically foreseeable for the contract at the time it was concluded within the meaning of Art. 25 and 74 CISG.

2. This exclusion shall not apply in the case of culpable breach of major contractual obligations within the meaning of Art. 25 CISG, in cases of binding liability under the Product Liability Act, as well as in the case of lack of warranted characteristics.

VIII. Vendor's Lien

1. Delivered goods shall remain our property until all claims under the contract (including any bills receivable) are satisfied. This vendor's lien shall also apply to all deliveries even if the buyer has made payments for parts or individual deliveries.

2. Inasmuch as the buyer's assistance (e.g. registration) is necessary for effectiveness of our vendor's lien, the buyer shall take the necessary steps for substantiation of and compliance with our rights.

3. If the buyer is in default of payment or does not honor a bill when due, we shall be entitled to take back the goods and enter the buyer's business for this purpose. We shall only have these rights if the buyer has failed to fulfil his obligations even within a reasonable period of grace. Then we can interdict the disposal, processing, combination with other goods and removal of the delivered goods.

4. The buyer shall have the right, within a normal business relationship, to resell the goods delivered subject to the vendor's lien. The pledge or assignment of relevant

accounts receivable for the delivered goods shall not be permissible, however, until all obligations under the business relationship have been settled.

5. The buyer of goods subject to a vendor's lien shall already cede his rights under the resale beforehand. This shall also apply to all further claims, in particular insurance claims resulting from the loss or damage of the goods. It shall further apply to goods that have been processed, reworked or mixed already.

6. The buyer shall have the right, within a normal business relationship, to collect such receivables for the goods that have been ceded to us and accepted by us already, also for so-called further claims. The right of collection may be revoked by us if the buyer breaches duties in relation to us, becomes insolvent, or our rights are at jeopardy due to the intervention of other creditors.

7. The buyer shall be obliged, at our request, to submit a special and written claim assignment to us as well as his buyer, from which the value of the resold goods as well as the name and address of the debtor are evident.

8. In the event of any foreclosure initiated by a third party against the goods delivered by us, the buyer shall inform us about this action immediately and provide us with all necessary documents, such as e.g. the attachment order and statutory declaration by the buyer or an authorized person, confirming that the goods to be attached are ours, and thus confirm that these were delivered subject to a vendor's lien.

9. In the event of late payments, serious breaches of order and the law, in the case of foreclosure or insolvency against or of the buyer, we shall be entitled to demand the immediate surrender of such goods that have not been resold yet in order to keep them separate, as our claim appears to be in jeopardy. Upon any such demand for surrender, the buyer shall keep the goods separated from other goods, label them as our goods and refrain from disposing of them in any form whatsoever. An inventory list of our goods shall be provided. The buyer shall further be obliged, in the event of a sale to third parties, to refrain from any collection of the sales value and to request the debtor to make payments directly to us. In the case that payments are still received by our buyer, these shall be kept separate from his normal bank accounts and transferred to us immediately.

10. The buyer shall be obliged to keep the goods delivered by us sufficiently insured against fire, water damage, theft and damage by third parties, namely at his own costs, until complete payment. Records thereof shall be kept on request. Possible complaints

against third parties or insurances for our goods shall be assigned to us. This assignment is herewith accepted in advance. The insurers or the involved third party shall only be informed at our request.

11. We herewith explicitly confirm that we shall limit the securities to be granted to us resp. the release of securities already received to 120% of our total claim at the buyer's request, whereby the choice of securities shall be at our discretion.

IX. Venue and Governing Law

1. The venue shall be the seat of our company. We may also sue the buyer at his venue.

2. In addition to these terms of contract, UAE law shall be agreed for the relations between the parties, under inclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980).

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