



General Terms and Conditions of Business

I. General remarks

(1) The following General Terms and Conditions of Business make up an essential component of all service contracts with the Deutsches Institut für Kautschuktechnologie (DIK), unless otherwise agreed to in the individual agreement. Agreements deviating from these General Terms and Conditions require an instrument in writing.

(2) The general terms and conditions or conditions of payment of a Customer that deviate from the terms and conditions contained herein are valid only if expressly agreed to in writing by DIK.

II. Scope of the service

(1) The written order acceptance from DIK defines the scope of service. Subsidiary agreements and modifications require written confirmation on the part of DIK.

(2) Prior to accepting an order, DIK runs a careful check to ascertain the feasibility of obtaining the targeted research or test result. DIK informs the Customer immediately if the service requested by said Customer cannot be rendered. In the event that it is not possible to modify the order or should this not be desired by one of the parties and in the event that it is therefore necessary to discontinue work before the contract has been brought to a conclusion, the Customer agrees to reimburse DIK for the personnel and non-personnel costs incurred for said service. DIK agrees to make available to the Customer the partial results obtained up to the point in time at which work was discontinued.

(3) DIK is allowed to give orders to suppliers. These suppliers should preferably be accredited or certified.

III. Price and payment

(1) DIK charges for its services. The level of the charges depends on the expense incurred in executing the respective order. Personnel costs

are charged on the basis of amount of time actually expended.

(2) The results of research for completed self-contained sections of the research will be invoiced separately in accordance with the cost rates agreed to at the time the order was placed.

(3) Invoices are payable net cash without discount within fourteen days of the date of invoice.

(4) In the event that the Customer does not effect payment by the deadline, DIK shall charge the Customer the normal bank interest on debit balances – at least 3% above the respective Federal Bank rediscount rate. Above and beyond this, DIK reserves the right to assert claims for damages.

(5) Only undisputed or non-appealable demands qualify as counterclaims that the Customer is entitled to deduct from the amount payable or that entitle the Customer to withhold payment.

(6) DIK is entitled to demand prepayment and part payment on account in accordance with the progress made in executing the order.

IV. Scientific findings and inventions

(1) To the extent agreed, DIK cedes to the Customer the scientific findings obtained in the course of the respective research work commissioned by said Customer.

(2) DIK agrees to submit to the Customer as early as possible a written offer for inventions resulting from the research work commissioned by said Customer. The Customer shall declare acceptance or rejection of the offer within six months of the date of said offer. In the event that the Customer does not make any declaration with respect to the offer during this period or in the event that the Customer rejects the offer, DIK is then entitled to dispose of the invention offered at its discretion. Subsequent Customer claims are null and void.

(3) In the event that the Customer accepts the offer for the invention, DIK agrees to come to terms with the Customer on all further details, in particular with respect to the nature of the patent application or utilization authority and with regard to a reasonable compensation. In the event that a third party has a hand in the respective invention, DIK agrees to come to terms with said third party on compensation for the invention. The resulting costs are a component of the compensation referred to in sentence 1.

V. Customer's duty to participate

(1) In the event that DIK requires a material specimen to fulfill its contractual obligations, the Customer is obliged, at the discretion of DIK, either to procure and send the specimen or, insofar as the Customer is the owner of the material from which the specimen is to be taken, to allow persons authorized by DIK to obtain the specimen on site. The Customer shall bear the costs incurred in sending someone to take the specimen and in taking the specimen. The same applies for equipment and testing facilities.

(2) Unless otherwise agreed, DIK can freely dispose of material specimens, equipment and test facilities still in its possession after delivery of the research or test results or the respective report or expert opinion.

VI. Duty to maintain secrecy

(1) DIK agrees to maintain secrecy with respect to all facts that it gains knowledge of in conjunction with the execution of the order, unless the Customer exempts DIK from this duty in writing. The duty to maintain secrecy applies in like measure to the employees of DIK.

(2) DIK and the Customer shall reach agreement on any publications of the results of the cooperation. Said agreement shall take into consideration DIK's scientific interests, on the one hand, and the Customer's patent protection rights on the other. After the necessary steps have been taken to ensure the requisite patent protection, there is no longer any impediment to publication of the results of the work, unless one of the two parties voices reservations.

VII. Time limit for performance

(1) If agreement is reached that DIK is to perform its service within a certain time period or by a given date, and in the event that DIK is not capable of complying with this deadline due

to circumstances over which it has no control, DIK agrees to inform the Customer and to attempt to come to terms with him on a reasonable extension of the deadline, in accordance with § 315 BGB. The same applies if the Customer objects.

(2) In the event that DIK defaults on performance, the Customer is obliged to set a deadline for performance of the service. In the event that the service is not rendered by this deadline, the Customer is entitled to withdraw from the agreement. The Customer is further entitled to make claims for reimbursement of any damage he may have suffered as a result of DIK's default on or nonperformance of the agreement but only if DIK can be shown to be guilty of wrongful intent or gross negligence.

VIII. Remedying faults

(1) DIK agrees to investigate all objections on the part of the Customer with respect to consulting, testing and research results and expert opinions. The Customer is entitled to a remedy for all faults. DIK shall be given an opportunity to rectify the problem. The Customer bears all costs incurred in investigating an unjustified objection.

IX. Liability

(1) DIK bears liability for all immediate damage that the Customer suffers in conjunction with the performance of the order but only if DIK can be shown to be guilty of wrongful intent or gross negligence. In the event that a third party suffers damage, the Customer is obliged to exempt DIK from all damage claims unless it can be demonstrated that the damage was caused by wrongful intent or gross negligence on the part of DIK. This also applies if the Customer passes the results of the order on to a third party, who then suffers damage therefrom.

(2) DIK's liability to pay damages is limited to EUR 100,000.00.

X. Place of performance and place of jurisdiction

(1) Place of performance is Hannover. If the Customer possesses full commercial capacity, the exclusive place of jurisdiction for all disputes is Hannover.

2004/06/01