

**UPT United Polymer Trading AG**  
**Burgstrasse 8, 8280 Kreuzlingen**  
**Switzerland**

**General Terms and Conditions (GTC)**

1. All contracts and offers for the sale of goods are subject to these Standard Business Terms INCOTERMS, latest edition, shall apply in as far as they are not inconsistent with these Standard Business Terms. Buyer's General Conditions of Purchase/Business shall not be applicable even if not explicitly rejected by Seller.
2. Only the content of written contracts shall be valid. Oral agreements or alterations to the contract are only valid if accepted in writing by both parties.
3. Unless otherwise expressly agreed upon, the invoices shall be based on the weight of the goods on loading. Seller is allowed to effect partial deliveries. Furthermore Seller is allowed to deliver plus/minus 10% of the contractual quantity.
4. Ownership of goods shall not pass to Buyer before Buyer has met in full all his obligations arising from his business relations with Seller. Buyer agrees that Seller can have his ownership of the goods registered in the competent register without any further declaration of Buyer.  
The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.
5. Should doubts about Buyer's solvency or willingness to pay arise after the conclusion of the contract (such as, but not limited to, delay in payment, reduction/cancellation of credit lines by Credit Insurance etc.), Seller shall be entitled to refuse performance of the contract until payment has been made or security for the payment provided, or to terminate the contract without any compensation.
6. If increased or additional charges are imposed on the sale of goods or if the costs for freight are increased after the conclusion of the contract, Seller has the right to modify the selling price accordingly.
7. The invoiced amount shall be payable by Buyer without any deduction, set-off or counterclaim into the account specified on the respective invoice. Buyer shall bear all bank charges except those of Seller's bank. In the event of delay in payment, Buyer shall automatically be in default and shall be charged interest on arrears at the rate of 2% p.a. over the rate charged by a Swiss bank for current account overdrafts of the currency of the invoice.
8. Seller warrants that the goods delivered shall meet the producers' specifications. Any other warranty, either expressed or implied, is hereby excluded. Any technical or chemical specifications about the goods cannot be interpreted as a warranty for any quality or suitability for any particular purpose or otherwise.
9. Buyer shall control the goods immediately upon receipt. Notification of defects or of wrong deliveries or claims as to a deviation of quantity can only be considered if made within 10 (ten) working days after receipt of the goods and in any case before processing of the goods has begun. Complaints about goods delivered FOB or FAS must be made before goods are taken over at the quay or on the ship in the port of loading. Complaints regarding goods delivered CIF or CFR must be made within 14 (fourteen) days of arrival at the port of discharge.

10. For goods delivered in bulk (bulk vessel, silo truck and/or railtankcar), a sample from the vessel/silo/tankcar has to be tested before unloading of the goods. Seller's warranties and liabilities cease in any case with the unloading of the goods, even if the Buyer waives the testing of a sample. Any transshipment from Seller's vessel/silo/tankcar into Buyer's vessel/silo/tankcar or other transport system shall be considered as unloading.
11. In the event of a claim, Seller may appoint an independent surveyor (such as SGS), who's finding shall be binding on the parties. Buyer shall allow the persons identified by such surveyor appropriate access to the goods in question. In the event of a justified claim, Seller shall have the right to replace the material or to credit Buyer for the invoice value of the goods which are the subject of the claim against return of the claimed goods.
12. In the event of a claim and/or breach of contract (whether or not due to negligence), it is agreed that the maximum damages recoverable shall be the contract price for the goods. Neither party shall be under any liability for indirect or consequential damages.
13. Any delivery time stated shall only be binding if expressly confirmed by Seller. The delivery time shall be deemed to have been observed if Seller has, within the delivery time, dispatched the goods or advised that they are ready for dispatch. In the event of a delay, a reasonable extension of a minimum of 2 weeks to deliver the goods has to be accepted by the Buyer, without the right to claim damages due to such delay.
14. Buyer will be responsible for any demurrage charges in the event of any delay in the unloading of the goods if the delivery date was accepted by Buyer.
15. Seller's obligations shall be subject to the absence of "force majeure" (as defined in ICC Publication 421). Furthermore Seller's obligations shall be subject to the absence of "force majeure" which would prevent Seller's supplier from meeting his contractual obligations towards Seller.
16. Except as otherwise provided in these Standard Business Terms, Swiss law shall apply with the exclusion of the UN convention on Contracts for the International Sale of Goods of 11 April 1980.
17. At Seller's option all disputes hereunder shall be settled either before the Courts of the Canton of Thurgau, Switzerland, or in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris, the seat of any arbitration being in Frauenfeld.