1. APPLICABILITY

These General Conditions of Sale shall apply to all offers, sales agreements (hereinafter referred to as the "Agreement") and deliveries, unless the parties hereto have agreed otherwise in writing. In these conditions shall mean "Poly Recycling", established at Bitten, Switzerland.

2. AGREEMENT

All quotations of Seller shall be without engagement. A sales agreement is concluded only upon Seller's written confirmation of an order.

The agreement, including Seller's General conditions of Sales, shall not be modified by receipt or acknowledgment of receipt by Seller of any general or special purchase conditions of Buyer. Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for the agreement with respect to other deliveries.

3. DELIVERY

3.1 Unless expressly agreed otherwise, delivery shall be ex works. The incoterms 1990 plus latest amendments shall apply, with due regard to the provision of article 6 of these conditions.

3.2 For each shipment of the products, Buyer shall, as condition for delivery, notify Seller in writing of the quantity, preferred date of collection or delivery, and any relevant shipping instructions. If Buyer does not timely or not adequately supply the above-mentioned information, Seller shall not be liable for non-delivery or for any delay in delivery.

3.3 Seller shall to the best of his ability observe the time of delivery agreed upon. However, delays not entitle Buyer to cancel the agreement and or indemnify itself.

An agreement which does not or not accurately specify the delivery times, or in which other specifications are missing, shall not become binding upon Seller until the missing delivery times and/or specifications have been communicated to Seller and have been agreed upon.

3.4 Quantity and quality of the products shall be established at the Seller's premises by or on behalf of the Buyer, and the findings shall be accepted as conclusive evidence of the quantity and quality of the products. Buyer or his representative shall have the right to attend, provided Seller has been timely informed to the intention to do so.

3.5 Seller may deviate up to 10% from the agreed quantities, and the sum to be paid by Buyer shall be adapted accordingly.

4. PRICES, TAXES AND LEVIES

All prices are for delivery ex factory and include standard packaging, unless agreed otherwise in writing with Seller. Prices are subject to change without prior notification unless otherwise designated as firm for a specific period, in conformity with a written quotation or sales acceptance issued by Seller. Unless otherwise indicated, prices are exclusive of any taxes, levies and other charges, whether of a general or of a special nature, which shall be charged to Buyer.

5. PAYMENT

5.1 Each shipment of products shall, unless otherwise agreed, be paid for not later than 30 days after the date of invoicing, without any discount, deduction or set off by Buyer being permitted.

Seller reserves the right, in addition to other rights and remedies, either to cancel the Agreement or to suspend further deliveries under the Agreement if Buyer fails to pay for the invoice when due. Payment shall be made by transfer to a bank designated by Seller. If payment has not been made on the due date, Buyer shall, without prejudice to Seller's other rights, owe interest on the amount due over the period elapsed since the due date; interest shall be calculated an annual rate that is 3 points above the official discount rate for promissory notes of the Swiss Bank. In addition, all amounts owing by Buyer to Seller, for whatever reason, shall become payable at once. "Due Date" means the date on which the amount due, is to be in Seller's Bank account.

5.2 If Buyer does not pay or does not pay in time or in full, all measures to be taken by Seller, both in and out of court, in so far as these serve or may serve to make Buyer pay, shall be for the account of Buyer.

5.3 If, in the opinion of Seller the financial position of Buyer justifies this, Seller shall at all times be entitled to demand such securities as Seller may consider necessary to ensure due fulfilment of Buyer's obligations under the Agreement. And deliveries may be suspended until said financial position is corrected in a manner necessary to ensure due fulfilment of Buyer's obligations under the Agreement.

6. RETENTION OF TITLE

A long as Buyer has not paid the full purchase price, title to the products shall remain with Seller. If payment is not made in time or in full, Buyer shall at Seller's first request return the products to Seller. Failing this, Seller shall be entitled, without prejudice to his other rights and remedies, to take back the sold products without any summons, notice of default or judicial intervention being required. As long as Seller retains title in the products sold, said products shall be used only by Buyer himself for processing or working up in the normal conduct of his business.

7. DEFAULT BY BUYER

If Buyer does not timely or not properly fulfil any obligation, and also if Buyer is confronted with a winding up, liquidation or dissolution of his business, or in granting of an official moratorium, Seller shall have the right to give notice of termination of the whole or part of the Agreement or of suspension of its performance, in whole or in part. This shall be done by registered letter without any further notice of default or intervention of any court being required, and without Seller being liable for damages, without prejudice to all other rights of Seller. As soon as any of the above-mentioned circumstances has arisen, all claims and rights with respect to Buyer shall immediately become payable.

8. WARRANTY

Seller warrants exclusively that on the date of delivery by Seller the products shall be in conformity with the specifications agreed upon and are not sold without further warranties, guarantees or representations and without any guarantee or promise by Seller with respect to their processing possibilities, potential applications and marketability.

9. COMPLAINTS AND LIABILITY

10. FORCE MAJEURE

In these Conditions of Sale force majeure shall mean all circumstances reasonably beyond control of Seller and affecting Seller's ability to produce, acquire, sell or deliver the products in the manner meant in the Agreement. This shall include (without being limited thereto) circumstances such as compliance with any order, request or measure of any Governmental, port, local or other competent authority or any person purporting to represent any of these, wars, hostilities, public disorder, sabotage, strikes, lockouts, labour or employment difficulties, fires, acts of God, accidents, breakdowns or other causes beyond control of Seller (whether or not similar to any of the foregoing), resulting in any such case in interruption of the supply of, or in unsuitable, products, raw materials, means or facilities for the production, manufacture, storage, transportation, distribution or delivery which, but for force majeure, would normally be available and use of which would be contemplated for the purpose of the Agreement. Seller shall not be liable to Buyer for any loss or damage arising from non-compliance, or from failure to comply in the time or in full, with any obligation caused by force majeure.

Seller shall not be required to remove any such cause or to replace, or provide any alternative to, the affected source of supply or the affected facility, etc., if that would involve additional expense or a departure from his normal practices, nor shall Seller be required to make up for any quantities not supplied or to extend the period of the Agreement in consequence of the operation of this provision. If any of the events specified in this provision has occurred, Seller shall have the right to allocate, in a manner that Seller considers reasonable, the quantities of products available to Seller among his customers and his own requirements.

11. PATENTS

The sale of products shall not, by implication or otherwise, convey any license under any patent relating to the products, or compositions thereof, and Buyer expressly assumes all risks of patent infringement by reason of his use or sale of products, singly or in combination with other materials or in any processing operation in any process.

12. MOLDS, SHOP DRAWINGS

When articles are produced according to drawings, sketches, specimens, models or other indications in the widest sense of the word, received by Seller from Buyer, Buyer shall undertake full liability for the non-violation of patent, trademark or application rights, trade model rights or any other rights of third parties through the manufacture and/or supply of such articles and the Buyer shall hold Seller harmless from any claims that may be made on the Seller. If any third party by virtue of any alleged right as meant above should object to the manufacture and/or supply, the Seller is entitled, on that ground alone, to immediately stop the manufacture and/or supply and to require compensation for costs incurred, without prejudice to his claims on the Buyer in respect of further indemnification, and without the Seller being obliged to payment of any indemnification to the Buyer.

The Seller shall immediately notify the Buyer of objections to the manufacture and/or supply of the articles concerned which he may receive from third parties.

13. Drawings, sketches, diagrams, specimens, models, etc. made for the Seller and/or supplied to the Buyer shall remain the property of the Seller and shall not, without his prior written consent, be copied, used, modified or shown to third parties, neither in whole nor in part. They shall be immediately returned to the Seller at his first request.

14. SET OFF

Seller, which in this respect is also understood to mean all companies forming part of the same group of companies as Seller, has the right to set off any sums receivable from Buyer, which in this respect is also understood to mean all companies forming part of the same group of companies as Buyer, against any sums payable to Buyer.

15. APPLICABLE LAW

Only Swiss law shall apply to the Agreement. The United Nations Convention on contracts for the International Sale of Goods, concluded at Vienna, the 11th of April 1980 (see Treaty Publications No. 11376, shall apply on the present Agreement. All disputes arising from or in connection with the Agreement shall be subject to the jurisdiction of the competent judge for the municipality of Bitten without prejudice to the right to the competent Swiss court. Any waiver of Seller's right to require Seller's due payment by Buyer before the courts competent at the latter's domicile.

16. SEPARABILITY

These terms and conditions shall be deemed separable, and if any portion thereof is held to be invalid for any reason, shall not be void, in its opinion but remain in full force and effect.

17. ASSIGNMENT

Neither party shall assign the Agreement without prior written consent of the other party, the sale exceptions in the may assign the Agreement in whole or in part to any of his subsidiaries or associated companies.

18. AUTHENTIC VERSION

Solely the English version of these conditions shall be authentic.