

GENERAL TERMS AND CONDITIONS OF PURCHASE (RAW MATERIALS)

1. Definitions

“**Matrix Marketing GmbH**” means the entity placing the Order.
“**Goods**” means the goods (including any instalment of the goods or any part or portion of them) described in the Order.
“**Order**” means Matrix Marketing GmbH’s purchase order for Goods (and related Services (if any)), together with the specification.
“**Seller**” means the entity accepting the order.
“**Specification**” means the description / specifications of the Goods (and related Services (if any)) as set out in or attached to the Order. Matrix Marketing GmbH reserves the right to refer to these Specifications and not to include them with the Order.
“**Terms**” means these General Terms and Conditions of Purchase.

2. Order

- 2.1 The Order is an offer of Matrix Marketing to purchase Goods and/or Services according to these terms.
- 2.2 Seller’s conditions of supply or any modifications to these Terms shall not be effective except with Matrix Marketing GmbH’s prior written consent.
- 2.3 Order amendments must be accepted by Seller and Matrix Marketing GmbH in writing.
- 2.4 To the extent of any inconsistency between the Order and these Terms, the order shall prevail.
- 2.5 Our General Terms and Conditions of Purchase shall apply even if we unconditionally accept Goods/Services from the Seller in the knowledge of conflicting conditions of Seller’s purchasing conditions that differ from our own.
- 2.6 The Seller shall provide an order confirmation immediately, and in no case later than 4 days from the receipt of the Order.

3. Warranties on Quantity, Quality, Compliance with Law

- 3.1. The Seller shall carry out and maintain effective quality assurance and, if requested, demonstrate this to Matrix Marketing GmbH.
- 3.2. The Seller warrants to Matrix Marketing GmbH that
 - (a) the quantity, quality and specifications of Goods and/or Services will be as set out in the Order or as agreed in writing by Matrix Marketing GmbH.
 - (b) the Seller shall comply with all applicable laws and regulations concerning the manufacture, packaging, sale and delivery of the Goods and the performance of the Services.
 - (c) the Goods and Services will be fit for the purposes held out by the Seller or made known to the Seller when the Order is placed.
 - (d) the Goods, their export, importation, use or resale; and the Services, their performance or acceptance thereof, will not infringe the intellectual property rights of any 3rd party.
 - (e) the Services will be performed by qualified and trained personnel with due care and diligence and shall be at least of generally accepted industry standards.
 - (f) Seller has not offered and will not offer any gift to any employee of Matrix Marketing GmbH to the Order.
- 3.3. Unless agreed otherwise in writing, the warranty period will expire 2 years from the date of delivery of the Goods to Matrix Marketing GmbH or the acceptance by Matrix Marketing GmbH of the Services.

4. Time of Delivery

- 4.1 Goods and/or Services shall be delivered on the date(s) specified in the Order. Time shall be of the essence. Matrix Marketing GmbH shall be entitled to refuse acceptance of Goods and/or Services which are not delivered on the date(s) specified in the Order. In addition, in case of any early or late delivery, Matrix Marketing GmbH may cancel the Order without waiving its other remedies.
- 4.2 As soon as the Seller recognizes any early delivery or delivery delay, it shall immediately notify Matrix Marketing GmbH in writing, stating the reasons and the expected early delivery date(s) or the duration of the delay (as the case may be).

5. Passing of Title and Risk

Risk of loss of or damage to the Goods shall pass in accordance with the agreed delivery term (INCOTERMS 2000). Title shall pass upon delivery unless payment of the Goods is made prior to delivery, in which case it shall pass to Matrix Marketing GmbH once payment has been made.

6. Shipping, Packing & Marking

- 6.1 Seller shall pack, mark and dispatch the Goods in accordance with
 - (I) Matrix Marketing GmbH Instructions
 - (II) applicable domestic and international regulations
 - (III) generally accepted industry standards and
 - (IV) the Safety Data Sheets.
- 6.2 All Goods shall be suitably packed by the Seller to prevent damage (including, but not limited to, damage from dampness, rust, moisture, erosion and shock) during transportation. The Seller must uphold Matrix Marketing GmbH’s interests during the delivery. The Seller is liable for any damage incurred due to improper packaging.
- 6.3 Hazardous Goods must bear prominent warnings on all packaging and documents.
- 6.4 Goods with limited shelf life or with expiry dates must bear the following information on all packaging and documents.
 - (I) Manufacturing Date
 - (II) Retest Date
 - (III) Expiry Date
- 6.5 All deliveries shall be accompanied by a delivery note, a certificate of analysis according to the Specification agreed on, a SDS at least in English and other documents as requested in the Order.
- 6.6 Unless agreed otherwise in writing Matrix Marketing GmbH shall not be obliged to return any packaging or packing materials for Goods.

7. Notifications of Defects

Matrix Marketing GmbH will notify Seller within a reasonable period (not less than 14 days) of any defects in Goods/Services upon discovery by Matrix Marketing GmbH.

8. Liability and Indemnity

- 8.1 Without limiting other remedies, if any Goods and/or Services are not delivered in accordance with the Order and/or Specification, Matrix Marketing GmbH is entitled:
 - (a) to require Seller to repair /re-supply the Goods and/or Services in accordance with the Order within 7 days at no cost to Matrix Marketing GmbH; and/or
 - (b) at its sole option, and notwithstanding it has previously required the Seller to repair / re-supply the Goods and/or Services, to cancel the Order and require the reimbursement of the price and costs incurred as well as additional cost for the purchase of the Goods and/or Services from any third party.
- 8.2 The Seller shall indemnify Matrix Marketing GmbH against all claims, damages, liability, loss, costs and expenses awarded against / incurred / paid by Matrix Marketing GmbH in connection with:
 - (a) breach of the conditions or Seller’s warranties set out in these Terms;
 - (b) any claim that the Goods, their export, importation, use or resale, or that the Services, their performance or acceptance thereof, will infringe the intellectual property rights of any 3rd party;
 - (c) any act of omission of the Seller or its employees, agents or subcontractors in supplying or delivering the Goods/Services.

9. Shipping Documents

- 9.1 Order Number shall be stated on all related correspondence and shipping documents.

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- 9.2 Seller shall prepare all shipping documents in accordance with the
(I) applicable domestic and international trade / customs regulations and
(II) Matrix Marketing GmbH instructions.
- 9.3 Seller will promptly provide Matrix Marketing GmbH with duly prepared shipping documents (where applicable) to minimize any delay in customs clearance or receipt of the Goods.
- 9.4 Any additional fees incurred by Matrix Marketing GmbH as a consequence of Seller failing to comply to (I) comply with the above or (II) prepare the shipping documents in a proper manner, shall be borne by Seller.

10. Invoice and Payment

- 10.1 All deliveries shall be completed without additional charges to Matrix Marketing GmbH unless otherwise specified in the Order.
- 10.2 Seller's invoice must (I) state the Order Number (II) be in accordance with the details in the Order with regards to description of the Goods, price, quantities, order of the items and item numbers. Any invoice not following the above requirements may be rejected.
- 10.3 Payment is conditional upon the Goods or Services being found to be in accordance with the Order. However, payment made by Matrix Marketing GmbH shall not affect its rights relating to defects in Goods/Services.
- 10.4 Matrix Marketing GmbH's payment term is 60 days from receipt of Seller's correct invoice, unless Matrix Marketing GmbH specifies otherwise in the Order.

11. Force Majeure

- 11.1 Neither Matrix Marketing GmbH nor Seller shall be responsible for the delay / non-performance or its respective obligations, under the Order and these Terms (including, but not limited to, delay / non-delivery or delay in acceptance / non acceptance of the Goods) caused by force majeure, such as fire, flood, typhoon or earthquake. The party affected by the force majeure event shall advise the other party promptly of the occurrence of any force majeure event and shall take reasonable measures to resume performance of its obligations under the Order and these Terms:
- 11.2 If the Force Majeure continues for a period of 10 days, Matrix Marketing GmbH may cancel the Order immediately by written notice to Seller.

12. Secrecy

The Seller shall only use and disclose to such of its employees who have a need to know information of Matrix Marketing GmbH's operation and business matters acquired in connection with the Order solely for the purpose of fulfilling the Order and shall keep such knowledge secret, except to the extent that it is or becomes public knowledge through no fault of the Seller or its employees, agents or subcontractors.

13. Governing Law & Arbitration

- 13.1 The order shall be governed by the laws of Switzerland.
- 13.2 Any dispute in connection with the Order shall be heard, at Matrix Marketing GmbH's option, at the court having jurisdiction over Seller's principal place of business or Matrix Marketing GmbH's principal place of business.

14. Infringing Property Rights

It is the Seller's responsibility to ensure that the goods and/or services provided and use thereof according to the order does not infringe on any patent laws, copyrights or other proprietary rights of 3rd parties. Notwithstanding legal claims, the Seller shall indemnify Matrix Marketing GmbH from any third party claims Matrix Marketing GmbH may be held liable for based on infringing on property rights. The Seller shall bear the cost of any licensing fees, expenses and fees incurred by Matrix Marketing GmbH in preventing and/or rectifying infringements on property rights.

15. Environmental, Labor and Social Standards

Matrix Marketing GmbH conducts its business in accordance with the principle of sustainable development and complies with internationally recognized environmental, labor and social standards. Equally Matrix Marketing GmbH expects its suppliers to comply with comparable standards. Should Matrix Marketing GmbH discover that the Seller is in breach of these standards (e.g. relating to child labor, forced and compulsory labor), Matrix Marketing GmbH reserves the right to terminate this Order. In addition, Matrix Marketing GmbH asks its suppliers to urge their suppliers to introduce corresponding standards.

16. Safety Data Sheets (SDS)

The Seller shall ensure that Matrix Marketing GmbH receives the current edition of the respective SDS. Furthermore the current edition of the SDS should also be promptly forwarded to Matrix Marketing GmbH. The Seller shall also automatically forward any modifications to the SDS or to labelling changes or obligations to Matrix Marketing GmbH. All modifications shall be highlighted accordingly.

17. Termination

If Seller becomes involved in, is adjudged bankrupt or goes into receivership or liquidation or any petition is presented against the Seller for bankruptcy, receivership or liquidation, Matrix Marketing GmbH is entitled to immediately suspend or terminate the Order (without prejudice to its other rights).

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