

VCH (German Chemical Traders Association) Model for General Terms and Conditions of Purchase

I. Validity

1. These General Terms and Conditions of Purchase shall apply to all - including future - orders for goods, services and contract work and their processing vis-à-vis companies within the meaning of Section 14 (1) of the German Civil Code ("Supplier"). We do not recognize any terms and conditions of the Supplier that conflict with or deviate from these Terms and Conditions of Purchase, unless otherwise stipulated in these Terms and Conditions of Purchase or in the contract with the Supplier. If we accept the goods without a specific objection, it may not be inferred from this, under any circumstances, that we have accepted the Supplier's terms and conditions. We expressly object to any terms and conditions of the Supplier. We shall not be bound by them even if we have not expressly objected to them again after receipt by us.
2. Verbal agreements made by our employees shall only become binding upon confirmation in text form. Otherwise, the purchaser has the right to withdraw from the contract.
3. The interpretation of commercial clauses shall be governed by the Incoterms in the latest valid version.

II. Prices

1. The agreed price is a fixed price. Unless otherwise agreed, the prices stated in the order, including all discounts and surcharges, shall be fixed prices (plus statutory VAT) free place of use, including packaging and shipping costs. The agreement on the place of performance shall not be affected by the type of pricing.
2. In the case of "free domicile", "free place of destination" and other "free/prepaid" deliveries, the price shall include the freight and packaging costs. In the case of carriage forward delivery, we shall determine the type of shipment.

III. Payment

1. In the absence of any other agreement or more favorable conditions on the part of the Supplier, payments shall be made within 14 days less 3% discount or at the agreed due date after receipt of the goods.
2. Payment and discount periods shall run from receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation, test certificates (e.g. work certificates) or similar documents are part of the scope of services, not before they have been submitted to us in accordance with the contract.
3. Payments shall be made by check or bank transfer. Payment shall be deemed to have been made in due time if the check has been mailed on the due date or the bank transfer has been ordered from the bank on the due date.
4. Interest on arrears cannot be claimed. The default interest rate is 5 % points. In any case, we shall be entitled to prove that the damage caused by default is lower than that demanded by the Supplier.
5. We shall be entitled to offset and retention rights to the extent provided by law.

IV. Delivery, Delivery Periods / Delay in Delivery

1. A delivery document must be handed over for each consignment immediately upon delivery at the place of destination, showing the date and number of the order, the labeling and number of the packaging, the number of pieces or quantity and the description of the items

delivered. Furthermore, all documents, certificates or similar required in the order (or as a general rule) must be available to the customer at the latest upon arrival of the delivery. There must be a comprehensible connection between the delivery document and the certificate, analysis or similar, e.g. identical order or batch number. For all shipments, the number of pieces, quantities and weights determined by the customer upon receipt shall be decisive for the calculation.

2. Delivery dates and deadlines agreed in text form shall be binding. Impending delays in delivery shall be notified to us immediately in writing. At the same time, suitable countermeasures to avert the consequences shall be proposed to us.

3. Unless otherwise agreed in text form, the date of receipt of the goods by us or, in the case of drop shipment, by our buyer/customer shall be decisive for compliance with the delivery date or delivery period.

4. In the event of a delay in delivery on the part of the Supplier, we shall be entitled to demand lump-sum damages for the delay amounting to 1% of the delivery value per completed week, but not more than 10%. The Supplier shall have the right to prove to us that no damage or substantially less damage has been incurred as a result of the delay. We reserve the right to assert further statutory claims instead of the lump-sum default damages, in particular the assertion of higher default damages as well as rescission or damages for non-performance.

5. The Supplier may only invoke the absence of necessary documents to be supplied by us if he has not received the documents within a reasonable period despite a written reminder.

V. Retention of Title

1. With regard to the Supplier's rights of retention of title, the Supplier's terms and conditions shall apply with the proviso that title to the goods shall pass to us upon payment thereof and, accordingly, the extension form of the so-called current account retention shall not apply.

2. On the basis of the reservation of title, the Supplier may only demand the return of the goods if he has previously withdrawn from the contract.

VI. Execution of Deliveries and Transfer of Risk

1. The Supplier shall bear the risk of accidental loss and accidental deterioration, even in the case of "carriage paid" and "free domicile" deliveries, until the goods are delivered at the place of destination. In addition, the Incoterms in their latest version shall apply. The risk shall only pass to us or to third parties authorized by us after the delivery has been handed over to us or, in the case of a drop shipment, to our customer or after the service has been accepted by us/our customer.

2. Partial deliveries shall be subject to our consent.

3. Excess or reduced deliveries of goods delivered in bulk shall only be permitted within the usual commercial limits of +/- 10 %.

4. Packaging costs shall be borne by the Supplier, unless otherwise agreed in text form. If, in individual cases, we bear the costs of packaging, we shall be charged for this at market conditions. The obligation to take back packaging shall be governed by the Packaging Directive in its currently valid version or by the Packaging Law. The costs for the return transport and/or the disposal of the packaging shall be borne by the Supplier.

VII. Declarations Concerning Originating Status

1. At our request, the Supplier shall provide us with a Supplier's declaration on the preferential or non-preferential origin of the goods.

2. In the event that the Supplier provides declarations on the preferential or non-preferential originating status of the goods sold, the following shall apply:

a) The Supplier undertakes to enable the verification of proofs of origin by the customs administration and to provide both the information required for this purpose and any confirmations that may be required.

b) The Supplier shall be obliged to compensate for any damage caused by the fact that the declared origin is not recognized by the competent authority as a result of incorrect certification or lack of possibility of verification, unless the Supplier is not responsible for these consequences.

VIII. Warranty, Quality, Compliance

1. The ordered products must comply with the Supplier's specifications available to us and, if applicable, with other written agreements. We must be notified of any deviations proactively and without a request being made before delivery. The Supplier declares that the delivered products (in case of mixtures: all ingredients) comply with the legal requirements of the European regulations Regulation (EC) 1907/2006 (REACH), as well as Regulation (EC) 1272/2008 (CLP) in the currently valid version.

2. Where applicable, the Supplier shall maintain a quality assurance system, e.g. in accordance with DIN EN ISO 9001 or ISO 14 001. We shall be entitled to inspect the system after consultation.

3. The Supplier shall always be obliged to provide, without being requested to do so, all documents required for customs clearance. The Supplier shall inform us immediately, without being requested to do so, of any forthcoming changes or modifications to the goods.

4. The Supplier shall indemnify us against claims and demands of third parties due to non-compliance with the regulations described above.

5. The Supplier confirms that his business activities are in accordance with the legal, in particular statutory, regulations applicable to him as well as the contractual agreements made with us. The Supplier further confirms that it has taken sufficient organizational measures in its company to ensure compliance with the requirements described in the preceding sentence at all times.

6. The Supplier is strictly prohibited from offering, promising or granting an advantage to an employee of ours or an agent of ours in return for giving unfair preference to the Supplier, or another third party, in the procurement of goods or services, or from offering, promising or granting an advantage to the Supplier, or a third party, in return for performing or refraining from performing an act in the procurement of goods or services and thereby breaching its obligations towards us. If the Supplier violates this prohibition, we may terminate the contract with immediate effect.

IX. Liability and Statutory Limitation

1. The Supplier shall provide us with the goods free of material defects and defects of title. In particular, he shall be responsible for ensuring that his deliveries and services comply with the recognized rules of technology and the contractually agreed quality.

2. The goods shall be inspected for quality and completeness upon receipt in accordance with customary commercial practice and to the extent that this is reasonable and technically possible for us. In the absence of concrete indications of a defect, only examinations of the external condition visible to the naked eye shall be deemed reasonable within the scope of the incoming inspection, but not examinations of the internal condition of the goods. Notifications of defects shall be deemed to be in time if they are received by the Supplier within ten days by letter, fax, e-mail or telephone. The period for notification of defects shall commence at the time at which we - or in the case of drop shipment our customers - have or should have discovered the defect.

3. If the goods have a material defect, we shall be entitled to the statutory rights at our discretion. A remedy by the Supplier shall be deemed to have failed after the first unsuccessful attempt. We shall also have the right to withdraw from the contract if the relevant breach of duty by the Supplier is only insignificant.

4. We may also claim compensation from the Supplier for those expenses in connection with a defect which we have to bear in relation to our customer if the defect was already present on transfer of the risk to us.

5. The statutory limitation periods shall apply to our claims for defects.

6. The Supplier hereby assigns to us - on account of performance - all claims to which it is entitled against its suppliers on account of and in connection with the delivery of defective goods or goods lacking guaranteed properties. He shall hand over to us all documents required for the assertion of such claims.

7. The Supplier shall be responsible for all claims asserted by third parties for personal injury or damage to property which are attributable to a defective product supplied by him, and shall be obliged to indemnify us against the liability resulting therefrom at our first request. If we are obliged to carry out a recall action or product warning to third parties due to a defect in a product supplied by the Supplier, then the Supplier shall bear all costs associated with the recall action or product warning, in particular also the costs of legal action and an appropriate clarification of the facts (in particular installation and removal costs). We shall inform the Supplier of the content and scope of the recall measure to be carried out, insofar as this is possible and reasonable, and give him the opportunity to comment.

8. The Supplier undertakes to name the respective manufacturer, importer or pre-supplier with regard to the contractual products delivered by it upon our request without undue delay, however, within 2 weeks at the latest, and to make available to us without undue delay any useful evidence for the defense against product liability claims of third parties, such as, in particular, manufacturing documents and documents indicating production and delivery batches and/or production and delivery dates.

9. The Supplier warrants that no industrial property rights or trade secrets of third parties are infringed by products delivered by him. The Supplier is obliged to indemnify us against all claims made by third parties against us due to the infringement of industrial property rights or trade secrets, and to reimburse us for all necessary expenses in connection with this claim. The Supplier shall be obliged to keep this risk sufficiently insured and to provide us with proof thereof upon request.

X. Place of performance, place of jurisdiction and applicable law

1. The place of performance for the delivery and for our payment of the purchase price is, unless otherwise agreed, our registered office in <..... >.

2. The place of jurisdiction for all disputes arising from and in connection with the Supplier's delivery shall be our registered office. We may also sue the Supplier at its place of jurisdiction.

3. All legal relations between us and the Supplier shall be governed by German law in addition to these terms and conditions, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11.04.1980.
