1. Scope
Unless otherwise agreed in writing, these General Terms and Conditions of Purchase shall apply exclusively to this and all future purchase orders/contracts with the contractor (the "Contractor"). We shall not be bound by conflicting or additional terms and conditions of the Contractor, even if we have not expressly rejected them or have accepted delivery unconditionally.

2. Purchase Order/Contract; Offer
2.1 Any oral side agreements relating to the purchase order/contract must be made in writing.
2.2 In the event of good cause affecting any continuing obligation under the contract or if insolvency proceedings have been commenced in relation to the Contractor's assets, and the Contractor has not yet performed or not yet fully performed the contract, we shall be entitled to rescind the contract or, in the case of contracts with continuing obligations, terminate the contract without notice.
2.3 Quotes from the Contractor shall be free of charge; cost estimates will be paid only in accordance with a written agreement.

3. Correspondence
In all correspondence, the Contractor shall indicate the purchase order number, the date of the purchase order/contract and the material name and/or material number specified by us.

4. Quality Management
The Contractor shall maintain a quality management system, for example pursuant to DIN ISO 9001 and/or DIN ISO 14001. We are entitled to review the Contractor's system by way of audits subject to coordination of the same with the Contractor. In relation to any purchase of energy-related services or goods, the audit shall to a certain extent be based on the energy-related performance of such services or goods.

5. Compliance
5.1 We expect the Contractor to observe the Röhm Code of Conduct for Suppliers (available at http://www.roehm.com/en/procurement ). We furthermore expect the Contractor to observe the core labour standards of the International Labour Organization (ILO).
5.2 Subcontractors may only be engaged with our prior written consent. This consent shall only be withheld for objective reasons and such a reason includes, in particular, the failure to observe safety requirements. The Contractor shall subject the subcontractors to the same obligations as those owed to us hereunder and furthermore shall ensure compliance with such obligations by its subcontractors.

6. Subcontractors
The quantity of the goods and the unit shall be labeled on the packing in a clearly visible manner in accordance with the usage of trade.
7. Transport
7.1 Any performance certificates to be provided for under the contract as well as the acceptance of the goods or services shall be free of charge and recorded by both parties in writing.
8. Information on Hazardous Materials; Product Information
8.1 Without prejudice to any claim that we may have, in the event of any discrepancy in the weight of the goods, the weight established by us upon the inspection of incoming goods shall prevail. This clause applies as well to the determination of the volume of the goods.
9. Delay
9.1 The date of delivery/performance specified by us in the purchase order/contract is binding. The Contractor shall inform us without undue delay and in writing in the event it appears that it may not be able to perform its obligations within the agreed time period. In the event of delay, we shall be entitled to our statutory rights.
10. Performance Certificates and Acceptance
The Contractor is entitled to provide partial delivery/performance only with our express approval.
11. Weight / Volume
Without prejudice to any claim that we may have, in the event of any discrepancy in the weight of the goods, the weight established by us upon the inspection of incoming goods shall prevail. This clause applies as well to the determination of the volume of the goods.
12. Invoices and Payment
12.1 Invoices shall comply with the applicable statutory requirements. The invoice shall include the purchase order number. Statutory sales tax shall be shown separately on the invoice. Invoices shall be sent separately to the invoice address stated on the purchase order/contract.
12.2 The payment period shall commence upon the later of (i) delivery of the goods at their destination (as set out in the shipping address) or the acceptance of the work or service; and (ii) receipt of invoice at the invoice address stated in the purchase order/contract. Payment shall not constitute acceptance of goods or services.
13. Notification of Defects
We will perform an inspection of the incoming goods only for the purpose of identifying obvious external (transportation) damage and obvious external deviations in terms of identity and quantity. We will send notification of such defects without undue delay after delivery has been made. In all other cases, we will send notification of defects as soon as these have been identified during our normal course of business.
14. Claims for Defects, Liability of Contractor, Statute of Limitations
14.1 The Contractor warrants that the goods delivered and the services provided comply with the individually specified characteristics and the contractually agreed quality, are suitable for the contractually required use, that its value or fitness for the contractually required purpose is not adversely affected, that it is state of the art as well as that it complies with the current statutory and regulatory rules and regulations.

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25. Place of Jurisdiction and Applicable Law

25.1 In case of any disputes, exclusive place of jurisdiction shall be the location of the registered office of our company.

25.2 The contract and the legal relationship between the Contractor and us shall be governed by the laws of P. R. China with the exclusion of its conflict of laws principles. In urgent cases, or if the Contractor is in default of his replacement/rectification obligations, we are entitled to promptly remedy the defect ourselves or through a third party at the Contractor's expense. If the Contractor has given a guarantee for the quality or durability of the delivery/service, notwithstanding the above, we may also assert our rights under the guarantee.

14.2 If the delivery of the goods/performance of the service does not comply with section 14.1 above or is defective in any other way, we may at our option demand, in particular, in addition to any of our other statutory rights, the prompt and free of charge replacement of defective goods or rectification of the defects. In particular, the Contractor shall also compensate us in such case for all costs and expenses incurred directly or indirectly by us in connection with the replacement or rectification. If a claim is asserted against us as a result of such infringement, the Contractor shall, at our first written request, release us and hold us harmless from all claims (including all legal costs) that we incur as a result of or in connection with such third-party claims. We may not enter into any agreement with the third party which adversely affects the Contractor without the Contractor's consent.

21. Planning documents

Specimens, or the like without undue delay upon our request and without retaining any copies or notes. Further, it shall delete its own notes, compilations and evaluations disclosed in any other way by us or another company of our group, not to disclose such INFORMATION to third parties and use it for the purpose of executing the respective purchase order/contract only. The Contractor undertakes to return all INFORMATION delivered to him in a tangible form such as documents, samples, specimens, or the like without undue delay upon our request and without retaining any copies or notes. Further, it shall delete its own notes, compilations and evaluations containing INFORMATION without undue delay upon our request and shall confirm this to us in writing. We retain ownership and copyright to all INFORMATION.

16. Information

17. Entering the Plant/Site

When entering our plant/site/construction site, the safety instructions of our personnel shall be complied with. Further, the Contractor shall familiarize itself and comply with the respective site regulations (for example, safety regulations).

18. Liability

Regardless of the legal basis, we, our legal representatives, and our employees will be liable only for gross negligence, intent, or breach of a fundamental obligation essential for the fulfilment of the purpose of the contract. In the event of slightly negligent breaches of such fundamental obligations, our liability shall be limited to compensation for foreseeable damage that is typical for such a contract. This will not apply if we are mandatorily liable for injury to life, limb, damage to personal property pursuant to statutory product liability regulations.

19. Waste Disposal

To the extent that the Contractor's delivery of goods/performance of services generates waste as defined under applicable waste management laws, it shall recycle or remove such waste, subject to any written agreement to the contrary, at its own expense and in accordance with such waste management laws. Title to, risk in, and the responsibility for the waste under the waste management laws shall pass to the Contractor upon the generation of waste.

20. Confidentiality and Data Protection

The Contractor undertakes to keep confidential any information, knowledge and materials, for example, technical and other data, personal data, measured values, techniques, business experience, business secrets, know-how, drawings and other documentation (hereinafter known as “INFORMATION”) received from us or disclosed in any other way by us or another company of our group, not to disclose such INFORMATION to third parties and use it for the purpose of executing the respective purchase order/contract only. The Contractor undertakes to return all INFORMATION delivered to him in a tangible form such as documents, samples, specimens, or the like without undue delay upon our request and without retaining any copies or notes. Further, it shall delete its own notes, compilations and evaluations containing INFORMATION without undue delay upon our request and shall confirm this to us in writing. We retain ownership and copyright to all INFORMATION.

The Contractor shall comply with all applicable data protection laws and regulations. The Contractor shall inform its employees of the applicable data protection laws and policies and impose confidentiality obligations on them. At our request, the Contractor shall provide us with the relevant statements of compliance.

21. Planning documents

Any drawings or drafts etc. prepared by the Contractor pursuant to our requests shall become our property without us being additionally charged for it, regardless of whether they remain in the possession of the Contractor. Any statements made by the Contractor to the contrary or otherwise not in compliance with the aforesaid, for example, printed on the documents handed over to us, shall not be binding.

22. Advertising Materials

The Contractor may refer to the business relationship existing between us in his informational and advertising materials only with our express prior written consent.

23. Prohibition of Assignment

Assignments by the Contractor are prohibited; any exceptions will become effective only upon our prior written consent.

24. Trade Terms

Insofar as any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS®), they shall be interpreted and apply in accordance with INCOTERMS® 2010.

25. Place of Jurisdiction and Applicable Law

25.1 In case of any disputes, exclusive place of jurisdiction shall be the location of the registered office of our company.

25.2 The contract and the legal relationship between the Contractor and us shall be governed by the laws of P. R. China with the exclusion of its conflict of laws principles. The United Nations Convention on Contracts and the International Sale of Goods (CISG) of April 11, 1980 shall not apply.