

General Terms and Conditions of Purchase of Röhm GmbH
(Version of October 2019)

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 (*eines wichtigen Grundes*) affecting any continuing obligation (*Dauerschuldverhältnis*) under the contract or if insolvency proceedings have been commenced in relation to the Contractor's assets, and the Contractor has not yet fully 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 Code of Conduct (*Verhaltensrichtlinie*) of the Association Materials Management, Purchasing and Logistics (*Bundesverband Materialwirtschaft, Einkauf und Logistik e.V.*) which sets out binding standards for our 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 The Contractor shall also comply with all anti-corruption and competition laws applicable to the contractual relationship between the Contractor and us. Without prejudice to any other rights or remedies available to us, any breach of the first sentence of this section 5.2 in connection with the contractual relationship between Contractor and us is deemed to be a breach of contract which shall entitle us to terminate the contract for cause.
6. **Subcontractors**

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.
7. **Transport**
 - 7.1 The Contractor shall take note of the shipping address specified in the purchase order/contract. The transportation/shipping shall comply with the tariff, transportation and packaging regulations in respect of the applicable mode of transport, for example, railway, road transportation, shipping, air transportation, etc.
 - 7.2 In addition to the shipping address, the purchase order information (namely, the purchase order number, purchase order date, place of delivery, the name of the recipient (if applicable) and the material name and/or material number specified by us) shall always be included in the transportation documentation. If subcontractors are appointed, they shall identify in all correspondence and freight documents the Contractor as their customer as well as the abovementioned purchase order information.
 - 7.3 Load units from 1 ton onwards shall be labelled with the unit load weight in a clearly visible and indelible manner.
 - 7.4 The Contractor is entitled to provide partial delivery/performance only with our express approval.
8. **Information on Hazardous Materials; Product Information**
 - 8.1 The goods to be delivered shall be labelled in accordance with the provisions of the Hazardous Materials Ordinance and the EC/EU Directives for Hazardous Materials/Preparations.
 - 8.2 The Contractor shall, prior to delivery and in a timely manner, provide us with all necessary product information especially those with respect to product composition and shelf life/service life, for example, safety data sheets, processing advice, labelling regulations, assembly instructions, workers' protection measures, etc., including any amendments of the foregoing.
 - 8.3 The Contractor shall ensure that the goods to be delivered shall not contain any gold, tin, tantalum, tungsten or combinations of the abovementioned materials originating from the Democratic Republic of Congo or its neighbouring states. The Contractor shall, upon our request, provide us with information on the origin of the abovementioned materials and/or combinations of the same.
 - 8.4 The Contractor shall provide us with a notification of the non-preferential or preferential origin of the goods to be delivered (EU Regulation no. 2015/2447) within a period of fourteen (14) days as of our request for the same. Furthermore, the Contractor shall notify us immediately in writing of any changes to the non-preferential or preferential origin of the goods. For goods which can receive a preferential treatment in the importing country or for which proof of origin is required in the importing country owing to different local import regulations, the Contractor shall enclose the relevant proof of origin (e.g. Form A, EUR 1, Declaration of Origin on the Invoice) with the delivery in question.
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.
 - 9.2 The Contractor may claim in its defence that documents or information required from us have not been provided only if it has not received such documents or information within a reasonable period despite having sent us a reminder in writing.
 - 9.3 In deviation from section 341, paragraph 3 of the German Civil Code (BGB), we may claim any agreed and forfeited contractual penalty at any time up to the due date of the final invoice, but at latest upon final payment.
10. **Performance Certificates and Acceptance**

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.
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 unless the Contractor proves that the weight determined by him at the time of passing of the risk in the goods was measured correctly in accordance with a generally accepted method of determination. 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 (*gewährleistet*) 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.
- 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. 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.
- 14.3 The Contractor shall be liable for legal defects (*Rechtsmängel*) in accordance with statutory regulations; in particular, it shall ensure that the delivery of the goods/performance of the services or its contractually agreed use does not infringe third-party patents or other intellectual property rights in the agreed country of delivery/performance. 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.
- 14.4 In all other respects, the Contractor's liability shall be determined by the statutory provisions. Upon our first request, the Contractor shall release us and hold us harmless from third-party claims for compensation if the defect causing the liability claim is caused by and is the responsibility of the Contractor or its suppliers.
- 14.5 Notwithstanding any Contractor's intellectual property rights, we or third parties commissioned by us shall have the right to service and repair the delivered goods.
- 14.6 The statutory and/or contractually agreed claims and rights relating to defects and defects in title will become statute-barred in accordance with statutory regulations.
- 14.7 Apart from the suspension of limitation period provided for by law, the limitation period for claims and rights relating to defects shall also be suspended during the period of time from the notification of a defect until the said defect has been remedied. The period of limitation will begin anew for deliveries of goods or performances of services that are redelivered/re-performed in full or in part and for deliveries and performances that have been replaced or rectified.

15. Insurance

- 15.1 The Contractor shall maintain liability insurance on terms customary to the industry but in any event with a minimum coverage of EUR 2 million per occurrence for the duration of the contract, including the guarantee and warranty period. The Contractor shall provide documentation of its insurance coverage upon request; lower levels of coverage may be agreed with us in writing on a case by case basis.
- 15.2 We shall maintain transportation insurance for all shipments directly delivered to us (for examples, deliveries under sales contracts, contracts for work and materials (*Werkverträge*), maintenance contracts and customised products, but excluding the delivery of materials for use by the Contractor on our site). We waive insurance coverage for damages pursuant to ADSp Art. 29.1. Any premiums for such indemnity insurance or other self-insurance will be borne by the Contractor.

16. Information

All information, including drawings and other materials which we require for assembling, operating, servicing, or repairing the goods or services delivered to us, shall be provided to us by the Contractor in a timely manner, without us having to request for it and without charge. Our rights under section 434, paragraph 2, German Civil Code (BGB) remain unaffected.

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 (*Kardinalpflichten*). 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 the German Product Liability Act or for other reasons.

19. Right of Group Set-off

- 19.1 Receivables that we and companies affiliates with us pursuant to section 15 et seq. Joint Stock Company Act (AktG) (we will send the Contractor a list of the companies on request) may have against the Contractor shall inure to all companies of our group as joint and several creditors. These receivables may therefore be set off against the Contractor's claims against any company in our group. The same shall apply for rights of retention or other defences and exceptions.
- 19.2 The Contractor shall not object to our determination of which receivable is to be set off in the event of several outstanding receivables.

20. 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.

21. 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.

22. 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.

23. 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.

24. Prohibition of Assignment

Assignments by the Contractor, except under section 354 a of the German Commercial Code (HGB), are prohibited; any exceptions will become effective only upon our prior written consent.

25. 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.

26. Place of Jurisdiction and Applicable Law

- 26.1 If the Contractor is a merchant according to German Commercial Code (*Handelsgesetzbuch*), the exclusive place of jurisdiction shall be the location of our registered office. We are entitled, however, to commence proceedings before any court having jurisdiction over the Contractor's registered office.
- 26.2 The contract and the legal relationship between the Contractor and us shall be governed by the substantive laws of the Federal Republic of Germany 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.

IMPORTANT:

These "General Terms and Conditions of Purchase" have been translated from the German version of these conditions (*Allgemeine Einkaufsbedingungen*). This translation is only provided for information purposes. In the event of any conflict or uncertainty in the interpretation of these General Terms and Conditions of Purchase, the German version shall prevail.