

## Terms and Conditions of Purchase Orders of Chemfidence Services GmbH

### 1. SCOPE OF APPLICATION

All current and future orders and commissions submitted to our contract partners (hereinafter referred to as "Supplier") shall be given exclusively on the basis of these general terms and conditions. Any deviations from the terms and conditions hereunder, in particular terms and conditions of the Supplier, shall not apply, even if we do not specifically object to their validity in the individual case. Even if we make reference to any communication containing or referring to terms and conditions of the Supplier or of any third party, this does not constitute any consent to such terms and conditions. We draw your attention to the fact that special terms and conditions may apply for specific services, supplementing or modifying the present Terms and Conditions of Purchase Orders.

### 2. OFFERS AND CONCLUSION OF CONTRACT

In his offer the Supplier shall closely adhere to the enquiry and explicitly point out any deviations therefrom in writing. The offer is to be gratuitous and does not establish any obligations on our part. Forms, models, tools, films, etc. produced by the Supplier to carry out the order pass into our ownership upon payment of the agreed remuneration, even if they remain in the Supplier's possession. Upon our request, these items are to be supplied to us.

### 3. ORDERS AND CHANGE ORDERS

All contracts on deliveries and services which do not fulfil the written form requirement need to be confirmed by us with handwritten signature or by facsimile in order to be legally valid. Unilateral declarations on legal transactions regarding the contractual relationship, in particular termination, require written form with handwritten signature to be valid; the written declaration may also be submitted by facsimile. Any order and change order is to be confirmed in writing or by facsimile by the Supplier and is to be treated separately in the entire correspondence. If our orders are not accepted by the Supplier within one week after receipt, either in writing or by facsimile with binding confirmation of the delivery time, we are entitled to revoke the order. With regard to orders by way of electronic data exchange, the conditions agreed for the conclusion of such contract shall apply. All documents shall show our order reference (complete order number, order position, date of order and our identification).

### 4. PRICES AND DELIVERY TIME

The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery free address of dispatch and packaging. If the Supplier reduces his prices and improves its conditions during the time between the submission of the order and the delivery, the prices and conditions valid on the delivery date shall apply. The time of delivery stated in the order is binding and runs as from the date of the order. As soon as the Supplier assumes that he cannot fulfil his contractual obligations partly, wholly or on time, he shall notify us accordingly without undue delay, stating the reasons and the anticipated duration of the delay in writing or by facsimile. If the Supplier fails to give such notification, he cannot claim relieve by reason of the circumstances. We can claim any agreed contract penalty up to the time of settlement of the final invoice.

#### 4.a GROUP SETOFF WITHIN THE GROUP OF COMPANIES

We are entitled to set off against our Suppliers' receivables with receivables due to the companies affiliated to us within the meaning of Secs. 15 et seq. German Stock Corporation Act (Infraserv Höchst Group), in particular with receivables due by the Supplier to Infraserv GmbH & Co. Höchst KG, Infraserv Höchst Technik GmbH & Co. KG, Infraserv Logistics GmbH and/or Provadis Partner für Bildung und Beratung GmbH. We are furthermore entitled to set off our receivables against counterreceivables due to the Supplier by any one of the aforementioned companies within the Infraserv Höchst Group.

### 5. PAYMENT CONDITIONS

Unless otherwise agreed in writing we shall pay the purchase price within 14 days with a 2% discount or within 30 days net after delivery of the goods and receipt of the invoice. If a delay in our handling of the order occurs for absence of any data according to clause 3 para. 4, the periods mentioned will be extended by the duration of the delay. Payments are made at our choice by sending of a crossed check or by transmission to a bank account. Decisive for timely payment is the date as postmarked or the receipt of the payment order at the bank or post office. We are entitled to set-off and retention rights to the statutory extent. Any assignment of claims against us to third parties requires our written consent.

### 6. CLAIMS FROM DEFECTS AND LIABILITY

The Supplier is responsible for ensuring that the delivery item corresponds to the statutory and contractual quality requirements and is free from defects. In particular, the delivery item shall comply with the generally acknowledged state of the art, the technical security requirements and the environmental, labour protection and accident prevention regulations as valid from time to time. In the case of any defects of the delivery item or in the case of defective service we are entitled to the statutory rights. Deviations in quality and quantity are timely complained of within the meaning of Sec. 377 German Commercial Code [Handelsgesetzbuch -HGB], if we send the Supplier a notification on such deviation in quality and quantity within 12 working days (excluding Saturdays) after receipt of the goods. Hidden deviations are timely complained of within the meaning of Sec. 377 German Commercial Code if a corresponding notification is sent to the Supplier within 12 working days (excluding Saturdays) after such defect has been detected. If within the scope of subsequent performance a defect of the delivery item is remedied or a faultless item is delivered, the statute of limitations regarding claims for defects recommences. The acceptance of the deliveries and services or our approval of presented samples or specimens does not affect the Supplier's liability for defects. The Supplier shall indemnify us upon first request from any claim from producer's liability and the product liability act if such claim arises from the scope of authority and organisation of the Supplier or his third-tier supplier. Besides, the Supplier is liable pursuant to the statutory regulations.

### 7. INSURANCE

The Supplier shall take out an appropriate transport insurance policy at his own expense. The Supplier shall conclude an appropriate liability insurance contract at its expense for damage caused by him, his personnel or sub-contractors by services rendered or by works or delivery items. The amount of the insurance coverage per event of damage is to be proved to us upon request. Machines, appliances, etc. made available to us on loan are insured by us against the usual risks. Any further reaching liability for loss of or damage to the machines, appliances, etc. made available to us is excluded except for intent or gross negligence.

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## **8. DELIVERY INSTRUCTIONS**

The Supplier shall send a detailed delivery note for each individual consignment on the date of dispatch, separate from product and invoice. The consignment is to be accompanied by a delivery note and a docket. In the case of shipping, the name of the shipping company and the vessel are to be given in the shipping documents. The Supplier shall choose the means of transport most favourable and suitable for us. The order references and details on the place of unloading shall be stated completely in any advice of dispatch, delivery note, docket, consignment note invoice and on the external packaging, etc. The Supplier shall generally package, mark and dispatch any hazardous substances and materials according to the applicable instructions. The accompanying documents have to contain all details required under the respective carrier-related transportation instructions. The Supplier shall be liable for damage and bear the costs arising from any non-compliance with these instructions. He is also responsible for his third-tier suppliers' compliance with these delivery instructions. Any consignment that cannot be accepted due to non-compliance with these instructions, are stored at the expense and risk of the Supplier. We are entitled to establish the contents and condition of such consignments. The risk of accidental loss, destruction or deterioration of goods and the price risk passes at the location of delivery.

## **9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

Any drawings, illustrations, calculations, descriptions, models, tools, standards, guidelines, methods of analysis, formulations and other documents and resources which we make available to the Supplier for the production of the delivery item as well as all documents created for the Supplier according to our specifications remain in our ownership and may neither be used by the Supplier, either as such or in their contents for any other purposed, nor may they be copied or made available to thirdparties. Upon our request they have to be handed out without undue delay, together with all copies and duplications. We reserve the industrial property rights and copyrights to all documents made available to the Supplier. The Supplier shall consider the enquiry and the order and any related works, documents and resources as business secrets and treat them accordingly as confidential. The Supplier is obliged to impose a corresponding confidentiality obligation in our favour on his staff and sub-contractors. He is liable for any damage incurred by us from a violation of any of these obligations. The confidentiality obligation shall only expire if and to the extent that the information concerned has become generally known. Documents of any kind required by us for the use, putting up, installation, processing, storage, operation, servicing, inspection, maintenance and repair of the delivery item shall be made available by the Supplier in time, unsolicited and free of charge. The standards and guidelines set forth by us are applicable in their latest version. The Supplier shall request our operating standards and guidelines if they have not yet been made available to him.

## **10. INFRINGEMENT OF PROPERTY RIGHTS**

The Supplier is liable that no patents, licenses or any other industrial property rights (including copyrights) of third parties are infringed by the delivery and use of the delivery items. If a third party asserts any claim against us, the Supplier shall be obliged to indemnify us upon first request from any such claim and from any costs incurred by or in connection with it.

## **11. GENERAL PROVISIONS**

All legal relations between us and the Supplier shall be governed solely by German law. The UN Convention Relating to a Uniform Law on the International Sale of Goods of 11 April 1980 shall apply. Exclusive venue for any disputes arising from the business relationship between us and the customer shall be Frankfurt am Main, provided that the Supplier is a registered merchant or does not have his registered office in Germany. The statutory provisions on exclusive venues shall remain unaffected by this provision. Other venues for our claims against the Supplier shall remain unaffected. If any provision hereunder or in any supplementary agreement is or becomes entirely or partly inoperative, this shall not affect the validity of the rest of the agreement. The inoperative provision or the invalid part thereof shall be substituted by a legally effective provision which to all intents and purposes approximates the inoperative provision as closely as possible.

## **12. SPECIAL PROVISIONS IN RESPECT OF DELIVERIES AND SERVICES RENDERED AT THE INDUSTRIEPARK HÖCHST IN FRANKFURT AM MAIN ("INDUSTRIEPARK")**

The operator of the Industriepark is Infraserv GmbH & Co. Höchst KG ("Operator"). The Supplier acknowledges the regulations and security provisions applicable to external companies, their staff and agents of the Industriepark's Operator. If the Supplier does not have or know these regulations and provisions, we will send them to the Supplier upon request. The Operator is entitled to demand from the Supplier an appropriate remuneration fixed by the Operator generally at the Operator's reasonable discretion for any cases of repeated entry into the Industriepark by vehicles of any kind (e.g. vehicles for the transportation of persons or material, special vehicles, construction machinery both driven and loaded onto another vehicle) and for the issuance of identity cards for the admission of persons and agents of the Supplier into the Industriepark, as requested by the Operator. The Operator can make the entry and admission into the Industriepark dependent on the acceptance of the regulations of the management of external companies in the Industriepark, generally set up at the Operator's reasonable discretion (regulation of details of registration of vehicles and persons, aspects of security, sanctions in the case of violation of order or traffic regulations).