

Terms and conditions of purchase

Status: 01.04.2024

1. Exclusive validity of our General Terms and Conditions of Purchase; supplementary validity of the law

Unless otherwise agreed in writing, only the following General Terms and Conditions of Purchase shall be binding for our orders. General terms and conditions of sale and delivery of the supplier companies are not binding, even if we have not expressly objected to them. In addition to our General Terms and Conditions of Purchase, the statutory provisions of the Federal Republic of Germany shall apply. 2.

2. Binding nature of orders and agreements; statutory value added tax

Orders and agreements are only binding if they are placed or confirmed by us in writing. All prices stated in the order are exclusive of the statutory value added tax applicable at the time.

3. order confirmation

The order confirmation must contain the exact prices, the delivery time and, if applicable, all details not stated in the order.

4. content of our order; doubts

We shall specify the contractual performance as precisely as possible by giving as much information as possible about quality, dimensions etc.. If the supplier is in doubt about details of the contractual performance, he shall contact us immediately. Deviations from our specifications are only permissible if they have been approved by us in writing.

5. delivery dates and legal consequences of delayed delivery

The agreed delivery dates are binding, except for force majeure. The delivery period shall commence at the time of the order. If the supplier is in default with its performance, we shall be entitled, at our discretion and in accordance with the statutory provisions, to demand subsequent delivery and compensation for damages due to delayed delivery or compensation for damages instead of performance and to withdraw from the contract. The supplier must inform us immediately of any delays in delivery that are apparent to him.

6 Defects and warranty

The statutory provisions shall apply to claims for defects. In the case of replacement deliveries or rectification of defects, the warranty period for replaced parts shall begin anew. We do not waive claims for defects by accepting or approving drawings submitted. Our obligation to inspect shall in any case only commence when the delivery item has been received at our works and proper notification of dispatch has been provided. 7.

7. Product liability – indemnification – liability insurance cover

Insofar as the supplier is responsible for product damage, it shall be obliged to indemnify us against claims for damages by third parties on first demand insofar as the cause lies within its sphere of control and organisation and it is liable itself in relation to third parties.

Within the scope of its own liability for cases of damage within the meaning of paragraph (1), the supplier is also obliged to reimburse us for any expenses pursuant to §§ 683, 670 BGB (German Civil Code) or pursuant to §§ 830, 840, 426 BGB (German Civil Code) arising from or in connection with a recall action lawfully carried out by us. We shall inform the supplier company in good time in advance of the content and scope of such a recall measure - insofar as this is possible and reasonable - and give it the opportunity to comment.

We shall undertake the necessary notification of the respective competent authority in accordance with the provisions of the ProdSiG in coordination with the supplier.

The supplier undertakes to maintain product liability insurance with a lump-sum cover of EUR 10 million per personal injury/property damage; if we are entitled to further claims for damages, these shall remain unaffected. 8.

8. Industrial property rights of third parties

The supplier shall guarantee that the use of the contractual performance does not infringe the industrial property rights of third parties (e.g. patents, patent applications, utility models, registered designs, copyrights) as well as the business and trade secrets of third parties.

9. Requirements for the delivery item

The delivery item - even if it is a custom-made product - must comply with the state of the art in science and technology as well as with the statutory, trade association and other relevant safety and accident prevention, environmental protection and occupational health rules and regulations.

10. Execution of orders in accordance with DIN standards

Orders for materials as well as for parts or elements of machines and plants shall be executed in accordance with the German Industrial Standards (DIN), unless otherwise agreed.

11. Dispatch and invoice copies, payment

The timely fulfilment of the contract by us, in particular the instruction of payment, requires that we receive the requested dispatch notes and invoice copies without delay.

Consignments for which delivery free receiving plant or free destination station has not been agreed shall be dispatched by the cheapest means, unless otherwise agreed. Premiums for transport and breakage insurance may only be charged to us if this has been expressly agreed.

Payments shall be made subject to the acknowledgement of performance in accordance with the contract.

12. Secrecy

The supplier shall keep strictly secret from third parties all experience, knowledge, and documents of our company of which it gains knowledge in connection with the order. Drawings may not be duplicated or used in any other way without our permission. The manufacture of objects based on our drawings outside of a placed order is not permitted, not even for the supplier's own purposes.

13. Ownership

If the supplier receives drawings or special technical instructions from us for the manufacture of objects, these objects, including all parts and materials used for this purpose, shall become our property at the start of manufacture (or with the insertion of the parts) and shall be held in safe custody by the supplier until they are handed over to us. Such items may not be made accessible to third parties or sold to them without our written consent.

Insofar as we provide parts to the supplier, we reserve ownership of these. Processing or transformation by the supplier shall be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier transfers co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership in safe custody for us.

We retain ownership of tools; the supplier is further obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water and theft

damage at his own expense. At the same time, the supplier already now assigns to us all claims for compensation from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at its own expense and in good time. It shall notify us immediately of any malfunctions; if it culpably fails to do so, claims for damages shall remain unaffected.

Insofar as the security rights to which we are entitled in accordance with subsection (1.) and/or subsection (2.) exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged to release the security rights at our discretion at the supplier's request.

14. Observance of regulations when working in our company

If agents of supplier companies are active in our company in the execution of the order, the supplier company shall urge these persons to observe the statutory, trade association - in particular those of the chemical industry - and company accident prevention regulations and the recognised technical safety and occupational health rules as well as our general and special company regulations - in particular the ban on smoking and alcohol. For construction and assembly orders, our construction site and assembly regulations are also an integral part of these GTCP.

15. Limitation of liability in case of safekeeping

If we take custody of property belonging to third parties which is located in our premises in connection with the execution of orders, we shall only be liable for loss and damage in the event of intent and gross negligence.

16. Prohibition of advertising information

Mention of our company name for advertising purposes in business letters, customer lists, advertising brochures and other publications is only permitted with our prior written consent.

17. Prohibition of assignment

Rights and obligations arising from the order as well as its execution shall only be assignable with our written consent, unless subcontracting by sub-suppliers is customary in the trade.

18. Formation of commercial contract clauses according to INCOTERMS

Customary commercial formulas such as "fob", "cif" shall apply in accordance with the INCOTERMS of the International Chamber of Commerce as amended at the time of conclusion of the contract.

19. Data processing

Upon acceptance of the order, the supplier company gives us its consent to the processing of the personal data arising in connection with the business relationship in the computer centres of our group of companies at home and abroad.

20. Coordinator

The coordinator named in the order shall be responsible for the execution of orders in our works in accordance with BGV A 1, § 6, Para. 1. In the event of his being prevented from doing so, the representative is to be asked.

21. Place of performance, place of payment and place of jurisdiction

The place of performance for the contractual service is the place of destination specified by us. The place of payment and exclusive place of jurisdiction is Obernburg.

Please note: Each delivery must be invoiced on dispatch.

The ORDER NUMBER must be stated on all letters, dispatch notes and invoices. All shipments must be reported immediately according to number of pieces and weight. We must return incompletely submitted invoices. The due date for payment is the date of receipt of the correct invoices. For construction contracts, the conditions listed in the respective bill of quantities shall also apply.