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§ 1**Scope of Application**

1. These general terms and conditions of purchase ("Purchase Terms") shall apply exclusively to the orders placed by us for goods and/or services with suppliers or service providers (hereinafter uniformly referred to as "Supplier"). The Purchase Terms shall also apply to all future orders placed by us with the Supplier, even if specific reference is not made thereto in an individual case.
2. Any terms and conditions which differ from our Purchase Terms shall not apply unless we have given our express written consent. The Purchase Terms shall also apply if we accept deliveries or services from the Supplier without reservation although we are aware that the terms and conditions of the Supplier either contradict or deviate from our Purchase Terms.

§ 2**Offer, Offer Documents**

1. When submitting an offer the Supplier shall strictly comply with our inquiry; express reference shall be made in writing to any departure from the offer.
2. The offer shall be made free of charge and shall not place us under any obligation.
3. Estimates of costs shall only be remunerated in accordance with a separate agreement.

§ 3**Orders, Conclusion of Agreement, Origin of Goods**

1. Orders, conclusions of agreements and call-offs including amendments thereto shall be made in writing. Transmission by fax or email shall satisfy the written form requirement.
2. All orders shall be non-binding as a matter of principle. We are entitled to change or revoke the order until receipt of the order confirmation.

3. The Supplier shall confirm orders within three working days after receipt by countersigning and returning the order form. An order confirmation deviating in content from the order constitutes a new offer and must be accepted by us in writing. Under no circumstances shall our silence be deemed to be an acknowledgement of an order confirmation which deviates from the order in terms of content. Call-offs shall become binding if the Supplier does not object within five working days after receipt of the call-off. Working days are all days from Monday to Friday with the exception of statutory public holidays at our registered office.
3. The goods delivered must satisfy the origin conditions of the Preferential Arrangements of the EC, if not expressly set out otherwise in the order confirmation.

§ 4**Prices, Terms of Payment**

1. The prices set out in our order are binding and are to be considered as fixed prices. We shall be notified in writing without undue delay of changes in prices resulting from an amendment to the agreement. They will not be binding until confirmed by us in writing.
2. Our prices are net prices. They include packaging, shipping, insurance and other ancillary costs, but do not include VAT.
3. Unless otherwise agreed, delivery shall be free domicile (Heilbronn works) or to the reception point stipulated by us.
4. We can only process invoices if – as specified in our order – they indicate the order number set out there; unless the Supplier can prove that it is not responsible for the failure to observe this obligation, the Supplier shall be liable for any consequences of failure to observe this obligation.
5. We will pay the agreed purchase price at our sole discretion with 3 % discount within 14 days or net within 30 days of receipt of invoice, unless otherwise agreed in writing. These periods shall commence on the day on which

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the invoice is received by us, but in no case before we or the place of receipt designated by us have received the complete delivery.

6. The Supplier is not entitled to set off any claims which are contested by us, which have not been fully adjudicated or which are not ready for decision. The Supplier is only entitled to assert a right of retention if its counterclaim is based on the same agreement and is uncontested, ready for decision or has been fully adjudicated. In all other respects, our rights to set-off and rights of retention are as provided for by statutory law.

§ 5

Term of Delivery and Performance, Contractual Penalty

1. The delivery times or dates indicated in our orders shall always be binding. Delivery dates or times are deemed to be met if the goods have been delivered to our works or the reception point specified by us within the delivery time or on the delivery date.
2. When dispatching goods the Supplier shall send a dispatch note without undue delay, specifying quantity and weight, with an exact description of the goods supplied and providing our reference number.
3. In the event of a delay in delivery we are entitled to demand a contractual penalty in the amount of 0.2 % of the delivery value per full day of the delay, but no more than a total of 5 % of the value of the delivery concerned, unless the Supplier can demonstrate that it did not act culpable with regard to the delay. We reserve the right to prove that a higher damage has occurred. The Supplier reserves the right to prove that no damage at all or only considerably less damage has been incurred. We undertake to assert our right to claim a contractual penalty in addition to our right to claim performance. This right shall have been asserted in good time if declared to the Supplier at the latest within 10 working days following the date of receipt of the delayed delivery. We reserve the right to assert further rights, in particular claims for damages. The

contractual penalty shall be offset against any claims for damages.

4. If it becomes clear that delivery dates/deadlines cannot be met the Supplier shall inform us of this in writing without undue delay. This shall have no effect on our statutory rights and claims due to delay in delivery.
5. If the agreed delivery period is exceeded, the Supplier is obliged to have the ordered goods transported in the quickest possible manner. Any additional costs shall be borne by the Supplier.
6. Partial deliveries are only permitted subject to our prior written consent.

§ 6

Passage of Risk, Packaging, Dispatch Papers

1. When the delivery is unloaded at our Heilbronn works or at the place of receipt designated by us the risk of accidental loss or deterioration shall pass to us. If acceptance takes place, the risk shall pass to us on acceptance at our works in Heilbronn or at the place of reception designated by us.
2. Dispatch papers shall include our reference number and the other information set out in § 5 (2). In the case of deliveries of hazardous substances the Supplier shall always attach a safety data sheet.
3. The Supplier shall pack, mark and dispatch hazardous products in accordance with the relevant national/international provisions. These documents must include not only the risk class but also the further information stipulated in the relevant transportation provisions.
4. The goods must be packed so as to avoid transport damage. Packaging material must be environmentally friendly and used to the degree commensurate with the respective purpose. The Supplier is obliged to take back packaging material, including transit packaging at the place of delivery within usual working hours at its own cost. Otherwise, the

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obligation to return packaging material shall be in accordance with the relevant statutory provisions.

§ 7

Inspection, Incoming Goods Inspection

1. If the Supplier is under the obligation to supply goods we are only obliged to inspect the goods for variations in quality and quantity and obvious transport damage and defects. Complaints with regard thereto shall be lodged with the Supplier within 14 days after receipt of delivery. If a defect appears later (hidden defect), the notification must be made within 14 days after discovery.
2. If acceptance tests have been agreed for the goods supplied, the Supplier shall bear the costs for its personnel and materials to carry out such acceptance tests. We shall bear our own personnel costs for testing. The Supplier shall bindingly inform us of readiness for acceptance test/acceptance at least one month beforehand and agree on an acceptance test date with us. If the goods to be supplied are not available at this acceptance test meeting our personnel costs shall be paid by the Supplier, unless the latter is not responsible for the unavailability.
3. If repeated or further acceptance tests become necessary due to the defects ascertained, the Supplier shall bear all costs for material and personnel, unless it is not responsible for the defect.
4. Generally the Supplier shall bear the costs for materials and personnel for documented evidence of conformity of the raw material of the pre-processed materials.

§ 8

Claims due to Defects, Liability

1. The Supplier is obliged to introduce a recognized quality assurance system and to maintain it for the duration of the entire contractual relationship. We are entitled after prior notification to audit during usual business and operating hours of the Supplier whether the requirements of the quality

assurance system are being complied with. We shall hereby take into due consideration the operational interests and any confidentiality requirements of the Supplier.

1. The Supplier warrants that the service provided or the goods supplied (hereinafter "Performance") are free from material defects and defects of title, in particular that they (i) have no defects detrimental to its value or its suitability, (ii) have the agreed grade and quality, (iii) are suitable for the use presumed in the agreement and (iv) are suitable for normal use. The Supplier further warrants that the Performance complies with (i) the latest state of science and the generally accepted rules of technology, (ii) the provisions of public law applicable at the time of delivery, (iii) the safety specifications applicable at the time of delivery and (iv) the relevant health and safety and accident prevention regulations.
2. If the Performance of the Supplier proves to have a defect, we are entitled to the statutory rights without reservation. We are entitled to choose the nature of the subsequent performance. In addition, we are entitled to remedy the defect ourselves or to have it remedied by a third party at the cost and risk of the Supplier after expiry of a grace period for subsequent performance granted by us to the Supplier, if the Supplier refuses to provide subsequent performance or this fails – this is deemed to be the case if there have been two subsequent attempts to perform.
2. Furthermore, we shall be entitled, at the Supplier's expense, to remedy the defect in the goods or services ourselves or to replace it with a replacement procured elsewhere, provided that we are no longer in a position to (i) notify the Supplier of the defect and the imminent damage and (ii) set the Supplier a grace period for subsequent performance without the damage occurring due to the particular urgency (e.g. if we are threatened with a particularly high level of damage in relation to the costs of remedying the defect).
3. Moreover the Supplier shall be liable as set out in statute.

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4. The Supplier is also liable in accordance with the Purchase Terms for defects in the products of its upstream suppliers.
5. The limitation period for claims as to defects shall be 36 months from the passing of risk, unless statute provides a longer limitation period.

§ 9

Product Liability, Recall, Safety Defects

3. To the extent that the Supplier is responsible for damage caused by our product it is obliged to indemnify us from any and all claims of third parties if the cause lies in the sphere of control of the Supplier or its organisation and it is liable itself to third parties.
4. In the context of its liability for damage in the meaning of § 9 the Supplier is also obliged to reimburse us for any expenses resulting from or connected with a product recall measure carried out by us. We shall inform the Supplier of the content and scope of such recall measures – as far as possible and as far as can be reasonably expected – and give it the opportunity to comment. This shall not affect our other statutory claims and rights.
5. If the Supplier is obliged under public provisions to inform the competent authorities of safety-related circumstances relating to the goods supplied by it concerning the permissibility of putting the goods on the market, the Supplier shall inform us hereof without undue delay in writing.
6. With respect to the risks arising from the contractual relationship, in particular, owing to any product liability claims, the Supplier undertakes to maintain adequate insurance cover with a minimum coverage of EUR 10 million per claim/year for the term of the contractual cooperation and the limitation periods and unsolicited to produce proof of this insurance cover.

§ 10

Third-Party Rights

1. The Supplier warrants that (i) the goods and services (ii) the delivery of the goods and services by the Supplier and (ii) the contractual use of the goods and services by us does not infringe third party property rights.
2. Should a third party assert claims which prevent us or our customers from using the goods or services in accordance with the agreement we shall inform the Supplier accordingly. In such event the Supplier shall at its own cost and at our discretion either
 - (a) arrange for us or our clients to be granted the right to use the goods and services;
 - (b) modify the goods and services delivered so as to make them non-infringing, provided that this does not adversely affect the contractually agreed grade and quality; or
 - (c) replace the goods and services supplied by other products with the same grade and quality but which do not infringe the property rights of third parties.
 - (d) In this respect the Supplier shall indemnify us against the claims of third parties on the basis of infringement of third party rights upon first demand and reimburse us for all costs incurred by defending claims, including costs for legal representation, unless the Supplier did not know of the third party rights and it should not have known of them when applying the care of a prudent businessman.

§ 11

Property Rights and Copyrights in Documents; Confidentiality

1. We shall retain ownership rights and copyrights with respect to illustrations, formulae, calculations and other commercial and technical documents. Third parties may not be given access to these without our express prior written permission and they may only be used to carry out the order and shall be returned to us unsolicited once the order has been handled.

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2. Drawings, drafts, calculations, etc. prepared by the Supplier in accordance with our instructions shall transfer to our ownership without separate remuneration, unless expressly agreed otherwise in writing.
3. As long as and to the extent that it is not publicly known, any business or technical information made available by us shall be kept secret from third parties and may only be disclosed to persons in the Supplier's own company who require such information for the purpose of supplying us; such persons must also be obliged to observe secrecy. This information shall remain in our exclusive ownership. Such information may not be copied or used - apart from deliveries to us - without prior written consent from us. At our request all information originating from us (including any copies or records made) and any items provided on loan for use free of charge shall be handed back without undue delay and in full or, if so requested by us, destroyed irrevocably. The Supplier shall only have a right of retention with regard to claims that are either undisputed or final and absolute.
4. The parties are obligated, even for the period after the order has been processed, to treat all non-public commercial and technical information of the other party that becomes known to them through the business relationship as confidential and not to make it accessible to third parties.
5. We shall reserve all rights in such information (including copyright and the right to file applications for industrial property rights, such as patents, utility models, etc.). To the extent that these have been made available to us by third parties this reservation of rights shall also apply in favour of such third parties.
6. Products manufactured in accordance with documents drafted by us, such as analysis methods, formulae, etc. or in accordance with confidential data provided by us or using our process technology may not be used by the Supplier itself or offered or supplied to third parties.

§ 12 Assignment

Rights and claims from this order may only be assigned by the Supplier with our prior written permission. This does not apply in the cases of § 354a of the German Commercial Code.

§ 13 Reservation of Title

We shall not accept prolonged or extended reservation of title by the Supplier. The Supplier shall permit us to process, work and sell the merchandise supplied in the ordinary course of our usual business.

§ 14 Force Majeure

Force majeure, industrial action, unrest, embargoes, official measures and other unforeseeable, unavoidable and serious occurrences shall release the parties from their performance obligations for the period of the disruption and to the extent of its consequences. The parties are obliged to provide the required information without undue delay to the extent reasonable. Force majeure shall include but not be restricted to an amendment to statute, regulations or other provisions or official measures which restrict the contractual use of the goods. If this restriction is permanent we are entitled to rescind the agreement.

§ 15 Security, Contribution of Property

1. The Supplier is obliged to inform us in writing of all risks and hazards relating to the goods before delivery or the services before provision, and of necessary steps and preventative measures relating to safety and accident prevention and if necessary to contact our safety officer.
2. The safety and order provision for third-party companies shall apply to assembly, service, inspection, maintenance work, etc. carried out in our works. Before work commences these shall be handed out or can be requested from

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the health and safety management department.

3. We do not assume liability for the property of the Supplier or its staff brought into our works.

§ 16

Place of Performance, Jurisdiction, Miscellaneous

1. Amendments and additions to this agreement shall be in writing to be valid. This shall also apply to any waiver of the written form requirement.
2. The place of performance for the deliveries shall be the delivery address stated, for payment the place of performance shall be our registered office. Heilbronn, Germany shall be the exclusive place of jurisdiction for all disputes arising from or in connection with this agreement and its validity. However, we are entitled to assert claims against the Supplier at its general place of jurisdiction.
3. All legal relationships between the Supplier and us shall be subject solely to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. If an individual provision of this agreement should be or become invalid this shall not affect the validity of the other provisions. Invalid clauses shall be replaced by those provisions which reflect as closely as possible the economic intent of the original clause. The same shall apply.