

GENERAL PURCHASING CONDITIONS (as of 8.8.2013)

1. Scope. 1.1. These General Purchasing Conditions only apply to contracts entered into between Dr. Spiess Chemische Fabrik GmbH based in Kleinkarlbach (hereinafter referred to as "Dr. Spiess") and a merchant (hereinafter referred to as the "Supplier") as defined in the German Code of Commercial Law [Handelsgesetzbuch].

1.2. The contractual relationship between Dr. Spiess and the Supplier is exclusively based on these General Purchasing Conditions. Any deviating terms and conditions of the Supplier are expressly rejected. These General Purchasing Conditions shall also apply exclusively if we, being aware of the Supplier's opposing purchasing conditions or purchasing conditions that differ from our General Purchasing Conditions, accept the Supplier's delivery without reservation.

1.3. These contractual conditions shall – subject to any changes that we may add – be the basis of future delivery contracts between Dr. Spiess and the Supplier without our needing to expressly refer to them anew.

2. Contractual declarations, contractual content. 2.1. All agreements that are made between Dr. Spiess and the Supplier must, for the purpose of proof, be documented in writing.

2.2. The Supplier may trust the legal validity of agreements entered into with employees who, according to the commercial register, are not authorised to represent the company, only if the agreement in question has been confirmed in writing by the management.

2.3. As far as ICC Incoterms are used, they have priority over any conflicting purchasing conditions that may exist. Incoterms must be applied and interpreted according to the international rules and regulations published by the International Chamber of Commerce (ICC).

2.4. In the event that payment by letter of credit or documentary collection has been agreed, section 2.3. of these General Purchasing Conditions shall apply accordingly; as far as use and interpretation are concerned, it is the ERA and ERI guidelines published by the ICC that are of importance.

3. Prices. The prices featured in the order are binding. Unless otherwise agreed in writing, the price includes "carriage paid" delivery including packaging.

4. Payment modes. 4.1. Unless otherwise agreed in writing, we pay the purchase price minus a 3 per cent discount for early payment within 14 days from the day of delivery and receipt of invoice or pay net within 30 days following receipt of invoice.

4.2. Payments shall be made either by crossed cheque or transfer to a bank account depending on the payment mode chosen by Dr. Spiess. The relevant date constituting proof that payment has been made on time is the postage stamp or the date of the transfer order respectively.

4.3. To the extent permitted by law, we shall have set-off or retention rights.

4.4. The Supplier is not permitted to assign his claims against Dr. Spiess to third parties without the written consent of Dr. Spiess; consent may only be refused for important reasons.

5. Delivery times, delivery delays. 5.1. The delivery time stated on our order is binding. To prove compliance with the delivery time, it is the day on which the goods arrive at the stated delivery address that is relevant.

5.2. The Supplier shall be obliged to notify Dr. Spiess forthwith in writing whenever circumstances arise or whenever he becomes aware of circumstances that suggest that the agreed delivery time cannot be met.

5.3. In the event of a delivery delay Dr. Spiess shall be entitled to its statutory rights. Dr. Spiess shall in particular have the right, after the expiry of an appropriate period of grace, to claim damages instead of performance and withdraw from the contract.

6. Warranty. 6.1. The Supplier warrants that the goods and services provided by him meet the statutory and official regulations that apply to their use and distribution, are state of

the art, of the agreed quality and otherwise free from defects concerning quality and title.

6.2. We are duty-bound to examine the goods within an appropriate period of time in order to establish any deviations concerning quality and quantity; a complaint has been lodged in good time if received by the Supplier within 10 working days from the date of receipt of goods or, in the case of hidden defects, upon discovery.

6.3. The warranty rights of Dr. Spiess are based on the statutory rules and regulations. We have the right to effect supplementary performance at the cost of the Supplier in the event of imminent danger or in cases of particular urgency that render rectification and supplementary performance by the Supplier impossible.

6.4. If, in the event that the supplied goods are defective, Dr. Spiess withdraws from a contract, it shall, irrespective of its statutory rights, be entitled to receive compensation for its contractual costs.

6.5. If customers of Dr. Spiess make warranty claims against Dr. Spiess which they, due to incorrect public statements by the Supplier (section 434(1) sentence 3 of the German Code of Civil Law (BGB)) are entitled to make, the Supplier shall be liable to pay damages to Dr. Spiess. The Supplier shall be duty-bound to indemnify and hold Dr. Spiess harmless against all and any warranty claims brought by customers as soon as the Supplier is asked by Dr. Spiess to do so. Only if the Supplier can prove that he is not responsible for the inaccuracy of the statements made, will the rules set out in this sections not apply.

6.6. The period of limitations for all warranty claims shall be 36 months from receipt of goods.

7. Product liability, indemnification, liability insurance cover.

7.1. As far as the Supplier, in accordance with the German Law on Product Liability [Produkthaftungsgesetz], is responsible for a defect, he shall, on first demand, be obliged to indemnify us and hold us harmless against any claims for damages made by third parties if the cause of the defect originates from his sphere of control and organisation and if he is liable vis-à-vis third parties.

7.2. As part of the Supplier's liability for defects as defined in section (1) of these General Purchasing Conditions, he will also, pursuant to sections 683, 670 and sections 830, 840, 426 of the German Code of Civil Law [BGB], be obliged to reimburse Dr. Spiess for any costs that may arise from or in connection with any call-back measures carried out by Dr. Spiess. Dr. Spiess will – as far as possible and as far as he can be reasonably expected to do so – inform the Supplier of the content and extent of the call-back measures to be carried out and provide him with an occasion to state his case. Other statutory claims shall remain unaffected hereby.

7.3. The Supplier undertakes to maintain a general product liability insurance that covers claims worth up to 10m euros per personal injury/material damage; if we are entitled to further damages, they shall remain unaffected hereby.

8. Rights of third parties. 8.1. The Supplier guarantees that no rights of third parties are violated in connection with his delivery.

8.2. If we are approached by a third party who claims a violation of its rights, the Supplier shall be obliged to hold Dr. Spiess harmless from these claims as soon as Dr. Spiess makes its written request; we shall not be authorised to enter into any agreements and, in particular, arrive at a compromise with the third party in question without the Supplier's consent.

8.3. The duty of the Supplier to hold us harmless applies to all costs that necessarily arise for us from or in connection with such claims made by a third party.

8.4. The period of limitation is ten years from contract completion.

9. Confidentiality. The Supplier is obliged to treat with the strictest confidentiality all pictures, drawings, calculations and other documents and information that he receives. They may only be disclosed to third parties with our express consent. The duty of confidentiality also applies after this contract has come to an end; it shall expire when and as far as the production-related information contained in the pictures, drawings, calculations and other documents that the Supplier has been provided with, has become general knowledge.

10. Place of performance. 10.1. The place of performance for our payments is the registered office of *Dr. Spiess*.

10.2. The place of performance for deliveries carried out by the Supplier is the registered office of *Dr. Spiess* or the place where the Supplier, based on the content of the order placed by *Dr. Spiess*, is expected to deliver the goods. The delivery must, unless otherwise agreed in writing, be performed carriage paid.

10.3. The Supplier is obliged to correctly state our order number on all dispatch papers and delivery notes; if he fails to do so, we shall not be responsible for any delays concerning the processing of the order.

11. Applicable law. The laws of the Federal Republic of Germany apply to all legal transactions between *Dr. Spiess* and the Supplier under or in connection with this contract excluding the use of the 'United Nations Convention on Contracts for International Sale of Goods'.

12. Place of jurisdiction. The place of jurisdiction for all disputes between *Dr. Spiess* and the Supplier that arise from or in connection with this contract shall be Kleinkarlbach or – if proceedings are instigated by *Dr. Spiess* – the registered office of the Supplier if requested by *Dr. Spiess*.