

## CONDITIONS OF PURCHASE

### 1. Scope

These conditions shall form part of the Purchase Agreement and apply to all orders unless otherwise agreed in writing in individual cases. Any conflicting or deviating delivery conditions of the contractor, or other restrictions of the supplier, are not recognised, unless otherwise agreed in writing. Payment or acceptance of the service or delivery is not regarded as acceptance of the conditions of the contractor.

### 2. Formal requirements

- 2.1 The full order number, order date and order reference of the purchaser must be stated in all documents. Quotes must be made in writing, free of charge, and do not constitute any obligation for Sachtleben. They are to be addressed to the Sachtleben purchasing department.
- 2.2 Orders and changes to orders are only binding if they are submitted in writing or confirmed in writing by the purchasing department.
- 2.3 Invoices are to be sent to the finance department/auditing department separately from the delivery of the goods or the provision of the service. Invoices, which do not contain the above details, shall be returned and shall not bring about a due date, since we cannot process such invoices. A due date shall only come into effect upon correction of the invoice.
- 2.4 The agreed conditions of payment shall apply.
- 2.5 If applicable, the supplier must enclose with the delivery an updated safety data sheet pursuant to EC Directive 91/155 EEC.

### 3. Deliveries

Deliveries must be made on the factory premises, at the specified place, at the agreed time, in accordance with the valid safety regulations. If the supplier fails to deliver within the agreed delivery period, he shall be liable according to the legal provisions. This shall not affect any agreed contractual penalty (fine) in the event of delayed delivery within the scope of § 340 para. 2 BGB [German Civil Code]. Any agreed contractual penalty can be asserted up to the due date of the final payment without requiring an express reservation pursuant to § 341 para. 3 BGB [German Civil Code], § 11 para. 4 VOB/B [contracting rules for award of public works contracts/construction work]. The supplier must inform the purchasing department immediately in writing about any delays and exceeding of the agreed delivery period, stating the reasons and the length of the delay. Standard clauses are to be interpreted according to the valid Incoterms.

### 4. Places of delivery

- 4.1 The specified place of delivery for freight train deliveries is the Homburg connecting line, Niederrhein.
- 4.2 Lorry cargoes Truck cargoes must be delivered following notification of the lorry cargo truck cargo to the porter, Bruchstraße, 47198 Duisburg-Homburg, gate 8. There the driver will be informed of the exact destination on the factory premises (depot, site, contact person) so that the delivery can be transported to the relevant point. Delivery is only possible between 6:00 am and 1:00 pm.
- 4.3 At least 3 days' advanced notice must be given for large parts which will require equipment for unloading. If no notice is given, the thereby incurred waiting time shall be at the supplier's expense.
- 4.4 If delivering hazardous materials as well as substances, preparations and products which are subject to the Chemicals Act, the supplier must observe the valid legal and official safety regulations and complete our "checklist for incoming hazardous goods consignments" available from the porters at the delivery point and observe the code of conduct contained therein. Failure to do so will result in the deliverer being expelled from the factory premises by the works supervisor.

### 5. Shipping instructions

- 5.1 The ordered goods are to be packed appropriately and professionally so as to ensure that no damage, corrosion,

contamination or changes occur during transportation. The type of packaging and its stackability must be specified in due time prior to transportation and requires the approval of Sachtleben. Approval of the type of packaging shall not release the supplier from his obligation to handle the ordered goods with care. The legal provisions, safety regulations, accident prevention regulations and the agreed technical specifications must be observed. Any protective equipment required must also be supplied. A delivery slip and packing slip must be enclosed.

- 5.2 Transport packaging, outer packaging and sales packaging, which the supplier is obliged to take back, must be collected by the supplier immediately following delivery, or, if this is not intrinsically recommended, not reasonable or not possible, immediately following notification from the designated site at his own cost.
- 5.3 Only the designated packaging may be used:
  - Standard chemical industry pallets CP1 – CP3
  - Transparent PE shrink film, without foreign matters
  - Metal tying cord
  - Cardboard containers with the RESY symbol

The use of packaging types not listed must first be agreed with Sachtleben Chemie. If packaging other than that named above is used and this cannot be recycled, we will invoice the contractor for the proportionate disposal costs or return the transport packaging freight forward.

### 6. Warranty

- 6.1 The supplier shall warrant, in accordance with the legal provisions, that the goods feature the agreed or guaranteed characteristics of state, are suitable for the use specified in the Agreement, and comply with the latest official regulations, the Equipment Safety Law, the respectively valid safety requirements as well as the occupational safety and accident prevention regulations.
- 6.2 If the ordered item does not comply with the specifications, the purchaser can demand either rectification, i.e. repair of the fault or the delivery of an item free from defects, cancel in accordance with the legal provisions, reduce the purchase price or demand compensation or reimbursement of the expenses.
- 6.3 In the case of acceptance of guarantee for the quality or life of the delivery item, the purchaser can also assert the same arising from the warranty in addition to the above mentioned claims.
- 6.4 The legal limitation periods shall apply unless otherwise agreed. In the event of a notice of defects, the limitation period shall be extended by the period of time between the notice of defects and removal of the defects. If the delivery items are reconditioned, the limitation period shall begin again; if some parts are reconditioned, this shall apply to the reconditioned parts.

### 7. Insurance

Sachtleben will take out transport insurance. Items on loan are to be insured by the supplier.

### 8. Other provisions

- 8.1 The place of fulfilment is the receiving office specified in the order. The place of jurisdiction is Duisburg. The law of the Federal Republic of Germany shall apply.
- 8.2 Rights and obligations of the supplier may only be transferred to third parties with prior written consent.
- 8.3 If application is made for insolvency proceedings on the supplier's assets, we can rescind the unfulfilled part of the contract.
- 8.4 Providers of construction work services must present a certificate pursuant to § 48b EStG [Income Tax Law].
- 8.5 Should individual provisions of these conditions of purchase be ineffective, the legal provisions shall apply.