

- 1. Scope:**

Unless otherwise agreed in writing, these General Terms and Conditions of Purchase Order apply exclusively to this and all future purchase orders/contracts with the contractor (the "Contractor"). We shall not be bound by conflicting or additional terms and conditions of the Contractor even if we have not expressly contradicted them or have accepted delivery or invoice unconditionally.
- 2. Order, Contract, Offer:**
  - 2.1. Any oral side agreements relating to the purchase order/contract must be made in writing. Oral agreements only aren't binding.
  - 2.2. In case of material changes to the basis of the contract, in the event of good cause disturbing any contract for recurring performance, or if composition of insolvency proceedings have been initiated in respect of the Contractor's assets and the Contractor has not yet or not yet fully performed, we will without exception be entitled to withdraw from the contract or – in the case of contracts for recurring performance – terminate the contract without notice.
  - 2.3. Quotes from the Contractor will be free of charge; cost estimates will be remunerated only by written agreement.
- 3. Correspondence:**

In all correspondence the Contractor must indicate the order number and the date of the order/contract and the material number/material identification specified by us.
- 4. Quality Management:**

The Contractor must maintain a quality assurance system, for example, pursuant to DIN ISO 9001 and/or DIN ISO 14001. We are entitled to review the Contractor's system in a quality audit as coordinated with him beforehand. In relation to any purchase of energy-related services or goods, the audit shall to a certain extent be based on the energy-related performance of such services or goods.
- 5. Compliance:**
  - 5.1. We refer to the documents titled "Code of Conduct for Evonik's Employees", "Global Social Policy" and "Our values for the Environment, Safety, Health and Quality" which apply to us and our Group companies (affiliate companies pursuant to Sec. 15 et seq. Joint Stock Company Act) and can be viewed on the internet (<http://www.evonik.com/responsibility>). We further refer to the "Evonik Code of Conduct for Suppliers" which sets out corresponding standards for our suppliers and which is also available at <http://www.evonik.com/responsibility>. We expect the Contractor to observe the internationally recognized minimum standards of the UN Global Compact and the international labour standards of the International Labour Organization (ILO).
  - 5.2. The Contractor shall also comply with all anti-corruption laws applicable to the contractual relationship between the Contractor and us. Without prejudice to any other rights or remedies available to us, any breach of the first sentence of this Section 5.2 in connection with this contract is deemed to be a breach of contract which shall entitle us to terminate the contract for cause.
- 6. Subcontractors:**

The employing of subcontractors will require our prior written consent. The Contractor will subject the subcontractors to all obligations he has entered into in relation to us and furthermore will ensure compliance with such obligations by his subcontractors.
- 7. Transport:**
  - 7.1. The Contractor will note the address indicated in the order/contract. The transportation/shipping has to comply with the regulations of the tariff, transportation and packaging of railways, road transportation, shipping, air transportation, etc.
  - 7.2. In addition to the forwarding address, the order information (order no., order date, delivery office, the name of the recipient if applicable and the material name and/or number specified by us) will always be included in the transportation documentation. If sub-suppliers are employed, they will indicate the Contractor as their customer in all correspondence and freight documents, also indicating the date of the purchase order.
  - 7.3. The unit bad weight (from 1 t onwards) will be affixed to the unit load in a clearly visible and permanent manner.
  - 7.4. The Contractor is entitled to provide partial delivery/performance only with our express approval.
- 8. Information on Hazardous Materials, Product Information:**
  - 8.1. The delivery items are to be labelled in accordance with the provisions of the Hazardous Materials Ordinance and the EC/EU Directives for Hazardous Materials/Preparations.
  - 8.2. The Contractor shall provide us prior to delivery and in a timely manner with all necessary product information, especially with respect to product composition and shelf life/service life, for example, safety data sheets, processing advice, labelling regulations, assembly instructions, workers' protection measures, etc., including any amendments of the foregoing.
  - 8.3. The Contractor shall ensure that the goods to be delivered shall not contain any gold, tin, tantalum, tungsten or combinations of the abovementioned materials originating from the Democratic Republic of Congo or its neighbouring states. The Contractor shall, upon our request, provide us with information on the origin of the abovementioned materials and/or combinations of the same.
- 9. Delay:**
  - 9.1. The date of delivery/performance indicated by us in the purchase order is binding. The Contractor shall inform us without undue delay and in writing whenever there is a chance that he may not be able to perform within the agreed time period. In case of delay, we will be entitled to our statutory rights.
  - 9.2. The Contractor may claim to his defence that documents or information required from us have not been provided only if he has not received such documents or information within a reasonable period, despite having sent a reminder.
  - 9.3. We may claim any agreed and forfeited contractual penalties until the final payment is due without having to expressly reserve this right.
- 10. Performance Certificates and Taking-Over:**

Any performance certificates provided for under contract as well as the Taking-Over will be made free of charge to us and certified by both parties in writing.
- 11. Weights/Volume:**

Without prejudice to our further claims, in the event of discrepancies in weight the weight established by us upon the inspection of incoming goods will prevail unless The Contractor proves that the weight calculated by him at the time of passing the risk was measured correctly in accordance with a generally accepted principle. This clause shall apply to volume accordingly.
- 12. Invoices and Payment:**
  - 12.1. Invoices must comply with the applicable statutory requirements. The invoice must include the purchase number. Statutory sales tax must be shown separately on the invoice. Invoices must be sent separately to the invoice address stated on the purchase order/contract.
  - 12.2. A payment period shall commence upon the later of (i) delivery of goods at their destination (as set out in the shipping address) or the acceptance of the work or service; and (ii) receipt of invoice at the invoice address stated in the purchase order/contract. Payment shall not constitute acceptance of goods or services.
- 13. Notification of Defects:**

We perform an incoming goods inspection only in terms of obvious external (transportation) damage and obvious external deviations in terms of identity and quantity. We will send notification of such defects without undue delay after delivery has been made. In all other respects, we will send notification of defects as soon as these have been identified within our normal course of business.

**14. Claims for Defects, Liability, Statute of Limitations:**

- 14.1. The Contractor ensures that his delivery/performance has the individually ensured properties and the contractually agreed quality which is suitable for the contractually required use, that is not negatively affected in terms of value or fitness for the particular purpose, and that it complies with the state of the art as well as current statutory and official regulations.
- 14.2. If the delivery/performance does not comply with the specifications of item 14.1 or is defective in any other way, we may demand at our option – in addition to any statutory rights – the short-term and free of charge replacement of defective goods or remedying of defects. The Contractor in such a case has to compensate us for all expenses incurred directly or indirectly by us based on his malperformance. In cases of urgent need or if the Contractor is in default with his remedial action, we are entitled to remedy the defect ourselves or by third party at the Contractor's expense without delay. If the Contractor has given a guarantee for the quality or durability of the delivery/performance – regardless of the above – we may also assert our rights from the guarantee.
- 14.3. The Contractor will be liable for defects of title in accordance with statutory regulations, in particular, that the delivery/performance or its contractually agreed use does not infringe patents or other third party industrial rights in the agreed recipient country. If a claim is asserted against us as a result of such infringement, The Contractor will, at our first written request, release us from all claims (including all legal costs) that we incur from or in connection with the third-party claims. We may not make any agreement at the expense of the Contractor without the Contractor's consent.
- 14.4. In all other respects, the Contractor's liability will be exclusively to the statutory provisions. Upon our first request, the Contractor will release us from third-party claims for compensation if the defect causing the liability claim is caused by and is the responsibility of the Contractor or his suppliers.
- 14.5. Even if the Contractor's industrial property rights exist, we or third parties commissioned by us may repair the delivered item.
- 14.6. The statutory and/or contractually agreed claims and rights relating to material defects and defects in title will become statute barred in accordance with statutory regulations.
- 14.7. Apart from in cases of suspension or statutes of limitation provided for in law, the statute of limitations for claims and rights relating to defects will also be suspended for the time between when a defect has been notified and same defect has been remedied. The period of limitation will begin anew for deliveries or performances that are redelivered in full or in part and for deliveries and performances that have been replaced or rectified.

**15. Insurance:**

- 15.1. The Contractor must maintain liability insurance with terms customary to the industry, minimum coverage of EURO 2 million per occurrence, for the duration of contract, including the guarantee and warranty period or statute of limitation. The Contractor must provide documentation of his insurance coverage upon request; lower levels of coverage shall be coordinated with us in the individual case.
- 15.2. We take out transportation insurance for all shipments directly delivered to us (e. g. deliveries under sales contracts, contracts for work and materials, maintenance contracts and specially manufactured products, but not the delivery of materials for use by the Contractor on our site). We abstain from taking out insurance for damages (SLVS). Any premiums for such indemnity insurance or other self-insurance shall be borne by the Contractor.

**16. Information:**

All information, including drawings and other materials we require for assembling, operating, servicing or repairing the items delivered will be provided to us by the Contractor in good time, without any special request and without charge.

**17. Entering the plant/site:**

When entering our plant site/our construction site, everyone has to follow the instructions of our trained personnel. In all other respects, the Contractor will obtain and comply with the respective site regulations (such as, safety regulations).

**18. Liability:**

Regardless of the legal basis, we, our legal representatives, and our employers will be liable only for gross negligence, or if the duty that was breached is essential for fulfilment of the purpose of the agreement (so-called cardinal duty). In case of slightly negligent breaches of cardinal duties, our liability will be limited to compensation for foreseeable damage that is typical for such a contract. This will not apply if we are liable for injury to life or limb or for damage to personal property.

**19. Reservation of Group Clearing:**

- 19.1. Receivables, we and companies related to us (we will send you a list of companies on request) acquire against the Contractor will inure to all companies of our Group as joint and several creditors. These receivables may therefore be set off against the Contractor's claims against each company of our Group. The same will apply for rights of retention or other defences and exceptions.
- 19.2. The Contractor will not object to our stipulation of which receivable is to be set off in the event of several receivables.

**20. Waste Disposal:**

To the extent that the Contractor's deliveries/work leaves waste under the meaning of waste management law, he will recycle or remove such waste, subject to any written agreement to the contrary, at his own expense in accordance with the regulations of waste management law. Title, risk and the responsibility under waste management law shall pass to the Contractor upon the arising of waste.

**21. Confidentiality and Data Protection:**

The Contractor undertakes to keep confidential any information, knowledge and materials, for example, technical and other data, personal data, measured values, techniques, business experience, business secrets, know-how, drawings and other documentation (hereinafter known as "INFORMATION") received from us or disclosed in any other way by us or another company of our Group, not to be disclose such INFORMATION to third parties and use it for the purpose of executing the respective order/contract only. The Contractor undertakes to return all INFORMATION delivered to him in a tangible form such as documents, samples, specimens, or the like without undue delay upon our request without retaining any copies or notes. Further, it shall delete his own notes, compilations and evaluations containing INFORMATION without undue delay upon our request and shall confirm this to us in writing. We retain ownership and all intellectual property rights to our INFORMATION. The contractor shall comply with all applicable data protection laws and regulations. The Contractor shall inform its employees of the applicable data protection laws and policies and impose confidentiality obligations on them. At our request, the Contractor shall provide us with the relevant statements of compliance.

**22. Planning Documents:**

Any drawings or drafts etc. made by the Contractor according to our special requests will become our property without our being additionally charged for it, regardless of whether they remain in the possession of the Contractor. Any statements made by the Contractor indicating the opposite or otherwise not in compliance with the aforesaid, for example, printed on the documents handed out to us, shall not be binding.

**23. Advertising Materials:**

The Contractor may refer to the business relationship existing between us in his informational and advertising materials only with our express prior written consent.

**24. Prohibition of Assignment:**

Assignments by the Contractor except under Sec. 354 a of the German Commercial Code are prohibited; any exceptions will become effective only upon our prior written consent.

**25. Place of Jurisdiction and Applicable Law:**

- 25.1. In case Purchaser is a merchant, exclusive place of jurisdiction will be the location of the registered office of our company. We are entitled, however, to bring a suit before any court having jurisdiction over the location of the Contractor's registered office.
- 25.2. The contract and the legal relationship between the Contractor and us will be governed by the Belgian material law, with exception of conflict of laws principles. The usual trade clauses must be interpreted in accordance with the statutory Incoterms (ICC, Paris).