

# GENERAL TERMS AND CONDITIONS OF PURCHASE

Status May 2018

## § 1 GENERAL

### a) Definitions:

#### *Contract:*

Any agreement and/or legal act between CEDA Chemicals GmbH and the Supplier in connection with the purchase of products from the Supplier to CEDA Chemicals.

#### *CEDA Chemicals GmbH:*

CEDA Chemicals GmbH, having its registered office at Fehrbelliner Platz 1, D-48249 Duellmen, Germany.

#### *Supplier:*

Any legal or natural person that wishes to conclude, concludes or has concluded an Agreement with CEDA Chemicals GmbH, as well as any legal or natural person from which CEDA Chemicals GmbH purchases or has purchased.

#### *REACH:*

Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18th December 2006 concerning the Regulation, Evaluation, Authorization and Restriction of Chemicals, and latest amendments.

- b) These General Terms and Conditions of Purchase apply to all supply orders of CEDA Chemicals GmbH. This applies to all future business with the Supplier even without any specific additional reference thereto.
- c) General conditions of the Supplier apply only if they are expressly and under specific reference thereto accepted in writing by CEDA Chemicals GmbH. Any reference of CEDA Chemicals GmbH to communications/letters/order confirmations etc. of the Supplier indicating and/or referring to any such general terms of the Supplier are not to be understood as such agreement of CEDA Chemicals GmbH to such.
- d) Only these General Terms and Conditions of Purchase of CEDA Chemicals GmbH apply even if CEDA Chemicals GmbH while being aware of any general conditions of the Supplier accepts a delivery without reservation.

## § 2 TIMELINESS OF DELIVERY, TRANSPORT, PASSING OF RISK

- a) The delivery dates specified in the purchase order are binding.
- b) Delivery is in time only if the goods arrive at the destination specified by CEDA Chemicals GmbH on the delivery date.

- c) In case of any delay coming up the Supplier will inform CEDA Chemicals GmbH immediately.
- d) Unless there is any other agreement thereto all deliveries are to be made freight-free, customs paid and under risk of the Supplier (DDP according to Incoterms 2010) to the delivery address specified by CEDA Chemicals GmbH. Delivery is to be accompanied by the delivery note, packing list, certificate of analysis according to the product specification agreed and any further documents needed. The risk for loss and damage is with the Supplier until the goods and the documents are handed over at the place of delivery.

## § 3 SUPPLIES FROM COUNTRIES OUTSIDE OF THE EUROPEAN UNION

- a) In case of deliveries from countries outside of the European Union (imports) the Supplier has to specify in the delivery documents whether the goods are duty paid or duty unpaid.
- b) In case the goods are duty unpaid the Supplier has to hand over to CEDA Chemicals GmbH: dispatch document T 1, shipping documents, customs invoice, preference documents such as Form A, EUR.1, A.TR., certificate of origin.
- c) If the goods are delivered duty paid, the proof of customs clearance is to be provided in the shipping documents (ATC number, tax invoice number).

## § 4 PRICES, CONDITIONS OF PAYMENT

- a) The prices agreed are fixed prices. Any subsequent price increases are binding only if agreed to in writing by CEDA Chemicals GmbH.
- b) Unless agreed otherwise, all prices are to be understood as DDP delivery address and including packing materials.
- c) All invoices of the Supplier have to carry the order number of CEDA Chemicals GmbH and all information needed for CEDA Chemicals GmbH to claim deduction of VAT input tax; in case of missing information needed to claim deduction for VAT input tax the respective invoice of the Supplier is not due for payment.
- d) Unless otherwise agreed the payment period for CEDA Chemicals GmbH is 30 days from invoice date without deduction. The payment periods do not begin before proper delivery of the goods. In case a correction of the invoice is necessary, the payment period begins with receipt of an invoice which meets all requirements.
- e) The Supplier may not transfer any claims against CEDA Chemicals GmbH without the prior approval of CEDA Chemicals GmbH in writing.

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### § 5 QUALITY

- a) All goods delivered have to meet all product specifications and have to be free of defect. In addition, the Supplier warrants that the deliveries meet the actual state of the art, that they are made by qualified personnel and that they meet all legal standards.
- b) The Supplier guarantees, that all goods delivered and all ingredients therein are registered and admitted according to the relevant requirements of the REACH Regulations. The Supplier further guarantees that all obligations under § 31 and 32 of the REACH Regulation have been properly performed with respect to the goods.

### § 6 QUALITY COMPLAINT

CEDA Chemicals GmbH shall report any obvious defects to the Supplier within 14 (fourteen) days following receipt of the delivery. Any other defects are to be reported to the Supplier within 14 (fourteen) days following their identification. This period is met if the complaint has been dispatched to the Supplier within the period.

### § 7 WARRANTY

- a) In case of any defect CEDA Chemicals GmbH at first is entitled to demand cure according to law. The mode of cure (repair or replacement) is at the discretion of CEDA Chemicals GmbH. In case the defect is not cured within due time or where the setting of a cure deadline is inappropriate according to law or if an attempt to cure the defect has failed CEDA Chemicals GmbH can exercise its further legal warranty rights.
- b) Unless statutory law provides for a longer period of limitation, all warranty claims of CEDA Chemicals GmbH expire within three years after delivery. Any claim of CEDA Chemicals GmbH for reimbursement according to § 478 no. 2 BGB (Civil Code) expires within three years from delivery.

### § 8 PATENT INFRINGEMENT

The Supplier warrants that any use of the goods delivered does not result in a patent infringement. Any license fees required are at the expense of the Supplier.

### § 9 PRODUCT LIABILITY

The Supplier will hold CEDA Chemicals GmbH harmless from any claim of any third party for damages from product liability where the cause for the liability has been set within the area of responsibility of the Supplier and where the Supplier himself is liable for any such product liability towards the third party. In addition, the Supplier will hold CEDA Chemicals GmbH harmless from the costs of any product recall, of any damages

caused by such product recall and any legal fees incurred by such product recall. This extends to any expenses and/or the reimbursement of any settlement payments which have been incurred by CEDA Chemicals GmbH after consultation with the Supplier in a settlement.

### § 10 APPLICABLE LAW AND COMPETENT COURT

German law shall apply exclusively to all Agreements and to these General Purchase Conditions, including this § 10, and to any non-contractual obligation arising out of or in connection with the Agreement or these Terms and Conditions. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the German International Private Law is explicitly ruled out. All disputes arising in connection with this agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. In that connection, the following applies:

- a) The place of arbitration shall be Duermen.
- b) The tribunal shall decide in accordance with the rules of law.
- c) The number of arbitrators is three.
- e) The language of the arbitral proceedings is German.
- f) The applicable substantive law is German law.
- g) The German Institution of Arbitration may not have the arbitral judgment published.

CEDA Chemicals GmbH may also bring any dispute as described in this § 10 to the competent district court in Muenster (Westf.), Germany. The German version of these General Purchase Conditions will prevail over the English version.

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CEDA Chemicals GmbH  
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