

**All orders are subject to our terms and conditions of purchasing as set forth below,  
which shall apply to the exclusion of all other terms and conditions**

**General Terms and Conditions of Purchasing of CU Chemie GmbH**

**1. General provisions**

**1.1**

All agreements made within the purchasing activities of CU Chemie GmbH, Raiffeisenstr. 4, 77933 Lahr (hereinafter "CU Chemie") between the latter and its contractual partners (hereinafter also "Supplier"), are based exclusively on the present General Terms and Conditions of Purchasing except where expressly agreed otherwise. Any terms and conditions of the Supplier in the Supplier's General Terms and Conditions of Business or order confirmation that conflict with, vary from, or append these General Terms and Conditions of Purchasing are hereby expressly opposed. Such terms and conditions shall become a component of the agreement only if and insofar as the application thereof is expressly approved in writing. Even in the event that order confirmations or deliveries are accepted without reservations, such acceptance cannot be construed as acknowledgement of terms and conditions that vary herefrom. Individual agreements entered into in specific cases (including side agreements, addenda, and amendments) shall in all cases take precedence over these General Terms and Conditions. A written agreement or our written confirmation shall govern the content of such agreements.

**1.2**

Upon the first delivery made under the present General Terms and Conditions of Purchasing, the Supplier acknowledges that they apply on an exclusive basis, including to all further orders.

**2. Orders**

**2.1**

Orders placed by CU Chemie are not considered binding until, at the earliest, written placement or confirmation thereof.

**2.2**

The Supplier is required to confirm orders within the time limit specified in the order, or to accept orders without reservation by shipping the goods ordered. Any confirmation received late or with discrepancies from the Supplier shall be considered a rejection of the original order and a new bid, which requires separate written acceptance by CU Chemie.

**2.3**

Each order expressly also includes any documents mentioned therein, particularly attestations and certificates. These items must be furnished at no cost to CU Chemie by no later than upon receipt of the goods, and in advance if requested.

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### **3. Delivery and shipping**

#### **3.1**

Deliveries shall take place in accordance with the date specified in the order or with the subsequent instructions of CU Chemie as to the agreed deadlines. The Supplier shall notify CU Chemie immediately of any changes in deadlines; such changes are not binding on CU Chemie except with written confirmation by CU Chemie.

#### **3.2**

The Supplier is required to observe the shipping regulations of CU Chemie insofar as requested. The CU Chemie order and item numbers must appear in all shipping papers, correspondence, and invoices.

#### **3.3**

The costs of transportation, including packaging, insurance, and any and all other ancillary costs shall be borne by the Supplier unless expressly agreed otherwise. Partial deliveries are permitted only with the express consent of CU Chemie, and the costs thereof shall be borne by the Supplier unless agreed otherwise.

### **4. Delivery time limits, delivery deadlines**

#### **4.1**

The delivery time limits or deadlines mentioned in orders are binding and are to be understood as meaning the time at which the delivery is received at the destination.

#### **4.2**

CU Chemie is entitled to refuse to accept goods that are not delivered as of the delivery deadline indicated in the order, and to return them to the Supplier or place them in storage with third parties, in both cases at the Supplier's expense and risk.

#### **4.3**

The Supplier is considered to be in default of delivery if the goods are not received when due. In the case of default of delivery, CU Chemie reserves the right to demand performance of the contract, rescind the contract, or assert a claim for damages due to non-performance. If the goods are urgently needed, CU Chemie may also, in particular, make a purchase from another supplier to cover its needs, and may charge the Supplier for adverse price effects suffered as a result, in addition to its other claims for damages. In all other respects, the statutory provisions apply to cases of default of delivery.

#### **4.4**

If events of force majeure impede or delay the manufacture, procurement, or delivery of the goods through no responsibility of the Supplier, the delivery time limit shall be extended by an appropriate measure. If the aforementioned circumstances render the provision of goods or services impossible or unreasonable, CU Chemie may rescind the contract. As a basic principle, any delay of more than 4 weeks in the delivery is considered unreasonable.

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#### 4.5

For the purposes of Sec. 4.4 above, “force majeure” also includes cases in which, for reasons over which CU Chemie has no influence, the procurement, production, delivery, or transportation of the goods or the products that are produced by CU Chemie using the goods is prohibited by a government agency or court (e.g., based on the prohibition of certain medications, chemicals, active ingredients, etc.).

#### 4.6

If the Supplier is in default, CU Chemie is entitled to demand payment of liquidated damages in the amount of 1% of the net price per full calendar week by which such circumstance persists, but not more than 5% in total of the net price of the goods delivered late. CU Chemie is entitled to demand the liquidated damages in addition to performance and as the minimum sum of any damages owed by the Supplier pursuant to the statutory provisions; nothing herein shall affect the rights of CU Chemie to assert claims regarding further damage or losses. The claim of CU Chemie to payment of liquidated damages shall remain effective even if it is not expressly asserted at the time of formal acceptance of the delivery. If CU Chemie accepts the late delivery, however, it must assert its claim to liquidated damages by no later than the time of the final payment.

### 5. Quality and formal acceptance

#### 5.1

The Supplier warrants that the goods are fully in accordance with the quality requirements defined in advance, the advance samples provided for analysis purposes, and, in particular, the appropriate specifications of CU Chemie. The goods must meet relevant standards and be in accordance with the state of the art.

#### 5.2

The following provisions apply to checking of goods upon receipt: CU Chemie’s duty to inspect goods is limited to defects that are visibly evident when the goods are visually checked from the exterior upon receipt, including the delivery papers, and when spot-checked by our quality control staff (e.g., damage occurring in transit, incorrect delivery, delivery of less than the ordered quantity). If and insofar as the Parties have agreed to a formal acceptance procedure, CU Chemie has no obligation to examine the goods. In all other respects, the operative factor is to what extent an inspection is feasible in the proper course of business, given the circumstances in the individual case. Nothing herein shall affect CU Chemie’s obligation to complain regarding defects discovered later. In all cases, a complaint regarding a defect is considered to have been submitted without delay and in due time if it is received by the Supplier within five working days.

#### 5.3

During a warranty period, if any, the Supplier waives the right to object of late notice of concealed defects.

#### 5.4

CU Chemie also reserves the right to reject goods accompanied by incomplete documentation, particularly documentation that does not meet the statutory requirements.

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## 5.5

The values determined during the check of the goods upon receipt are binding in terms of the measurements, weights, and item quantities of a delivery.

## 6. Prices and payment terms

### 6.1

The agreed prices are maximum prices; price reductions occurring during the period between placement of the order and payment of the invoice shall benefit CU Chemie.

### 6.2

Payment shall be rendered subject to proper delivery and accuracy of prices and arithmetic. If a defect subject to warranty is discovered, CU Chemie is entitled to withhold payment until the warranty obligation is met. This shall not affect any further rights of CU Chemie to setoff or withholding that may exist.

### 6.3

Unless expressly agreed otherwise, payments shall be rendered within 30 days, subject to a prompt payment discount of 2 %, or within 60 days net.

## 7. Setoff and assignment

### 7.1

The Supplier is not entitled to offset claims of its own against claims of CU Chemie except where the Supplier's claims are undisputed or have been established with final, binding legal force. The Supplier has no right of withholding with regard to counterclaims that have not been acknowledged or established with final, binding legal force unless such claims are based on the same contractual relationship.

### 7.2

Assignment of claims on CU Chemie is valid only with the latter's written consent.

## 8. Warranty, recourse to Supplier, product liability

### 8.1.

The Supplier's warranty obligations are in accordance with the statutory provisions unless otherwise specified hereinafter. The Supplier shall indemnify and hold harmless CU Chemie upon first request from all claims of third parties that are asserted with regard to defects, violation of third-party intellectual property rights, or product damage to its delivery due to its share of causal responsibility therefore. The Supplier warrants that adequate product liability insurance exists, and shall prove the existence thereof to CU Chemie upon request.



## 8.2

In the event that a delivery is defective, the Supplier must, at CU Chemie's option, provide a replacement free of charge, grant a price discount in accordance with the statutory provisions on price reductions, or remedy the defect at no charge. In urgent cases, CU Chemie is entitled to cure the defect itself, and in this case, CU Chemie moreover has the right to have the defect remedied by a third party or to procure a replacement from another supplier. The same applies if the Supplier falls in default of fulfillment of its warranty obligations.

## 8.3

The Supplier shall be liable for replacement deliveries and repair work to the same extent as for the original subject of delivery, meaning that its liability also includes, but is not limited to, the costs of transportation, shipping, and labor costs. The warranty period for replacement deliveries shall begin no earlier than on the date on which the replacement delivery is received.

## 8.4

The Supplier is obligated to provide reimbursement for appropriate costs of a recall action based on product liability law.

## 8.5

CU Chemie is entitled without limitation to the claims to recourse within a supply chain as set forth by law (recourse against the supplier pursuant to §§ 478, 479 BGB [German Civil Code]), in addition to its claims regarding defects. CU Chemie is, in particular, entitled to demand exactly the kind of cure (remediation of the defect or replacement delivery) from the Supplier that CU Chemie owes its own customer in the specific case. Nothing herein shall restrict the statutory right to choose the type of cure as stipulated in § 439 Para. 1 BGB.

Before CU Chemie acknowledges or fulfills a claim regarding defects asserted by CU Chemie's customer (including reimbursement of expenditures pursuant to §§ 478 Para. 3, 439 Para. 2 BGB), the Supplier shall be notified and asked, with a brief description of the facts of the matter, to provide a written statement of its position. If the Supplier fails to state its position within an appropriate time limit, and if no solution is reached by mutual agreement, the claim regarding defects that is in fact granted by CU Chemie shall be deemed owed to the customer; the Supplier shall, in such a case, be obligated to furnish proof to the contrary.

All claims arising from recourse to the Supplier shall apply even if the goods have been subject to further processing before the sale thereof by CU Chemie or one of its customers.

## 9. Information and data

### 9.1

Drafts, samples, manufacturing guidelines, internal company data, tools, equipment, etc., that CU Chemie has provided to the Supplier for the purpose of submitting a bid or implementing an order shall remain the property of CU Chemie. These items must not be used for other purposes, reproduced, or made accessible to third parties, and must be kept with the due care of a prudent businessman.

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## 9.2

The Supplier agrees to maintain confidentiality for an unlimited term regarding all information that is designated as confidential or, due to other circumstances, recognizably constitutes business or trade secrets to which it gains access in connection with the business relationship or the specific individual agreement, and not to record such information except as required for the fulfillment of the purpose of the contract or otherwise exploit such information. CU Chemie reserves all rights of ownership, copyrights, and other intellectual property rights to documents, specimens, samples, illustrations, and drawings. These items must not be used otherwise, and particularly must not be copied and/or made accessible to third parties, without prior written consent.

## 10. Third-party intellectual property rights

The Supplier warrants that no rights of third parties oppose the use of the goods as intended, and in particular, that such use does not infringe intellectual property rights of third parties. If and insofar as a claim is nonetheless asserted on CU Chemie due to the possible infringement of third-party rights, such as of copyrights, patents, and other intellectual property rights, the Supplier shall indemnify and hold harmless CU Chemie therefrom, and from any and all performance associated therewith, as well as from all appropriate costs of legal defense.

## 11. Data protection

Personal information, if and insofar as collected, shall be used exclusively with regard to orders. This shall take place in compliance with the relevant laws on data protection and privacy. The Supplier states its revocable consent hereto.

## 12. Severability

Should any provision of this contract be invalid, the validity of the remaining provisions hereof shall be unaffected by such circumstance. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the original provision.

## 13. Choice of law and place of jurisdiction

The place of jurisdiction for all disputes arising from the contract between the Parties is Lahr, to the extent legally permitted. Notwithstanding the foregoing, CU Chemie is entitled to file an action before the court in the location in which the Supplier has its registered office.

The entire contractual relationship between the Parties shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Unless otherwise agreed herein, the "Incoterms" published by the International Chamber of Commerce apply, in the then most recent version thereof.

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