

Trevira GmbH General Terms and Conditions of Purchase

1. General

The following terms and conditions of purchase apply to our orders; in addition to these Incoterms in their current valid version shall also apply. Conflicting or divergent terms and conditions of the supplier are not valid, and this also not if the goods have been accepted without reservation despite being aware of the supplier's conflicting or divergent terms and conditions. Amendments and additions are only valid where it is confirmed in writing by us that they constitute a supplement to the General Terms and Conditions of Purchase.

2. Orders

- 2.1 Offers, visits and preparatory work by the supplier shall be at no cost to us and shall not be binding, unless otherwise agreed. Orders, agreements and delivery call-offs, together with all amendments and additions to these, require written form, which may also include transmission by fax. Verbal agreements made prior to or at the time of conclusion of the contract require written confirmation by us to become effective.
- 2.2 We reserve the right to cancel the order where the supplier fails to accept the purchase order within 2 weeks of receipt. Delivery call-offs shall be binding unless the supplier presents objections to them immediately on receipt.

3. Deliveries

- 3.1 Deviations from our contracts and purchase orders shall be permitted only with our prior written consent. Agreed dates and timing of delivery are binding. The determining factor in adherence to the delivery date or time schedule shall be receipt of the goods by ourselves. Insofar as delivery of goods is not agreed with us, the onus is on the supplier to make the goods available in good time, taking into account the usual time required for loading and dispatch.
- 3.2 Premature delivery and/or partial deliveries that have not been contractually agreed require our prior express written consent. A delivery effected before the agreed date shall not affect the start of a term of payment linked to the agreed date.
- 3.3 If the agreed delivery dates cannot be met owing to a circumstance for which the supplier is responsible, we reserve the right, at our option and regardless of further provisions of the law, after the elapse of a reasonable time period, to withdraw from the contract, to obtain substitute goods from a third party and/or to demand compensation in lieu of performance. We shall have a right to claim reimbursement of all additional costs incurred as a result of delayed deliveries or performance for which the supplier is responsible. Acceptance of delayed deliveries or performance shall not imply the waiving of any claims for compensation.
- 3.4 If the supplier foresees problems with manufacture or the supply of primary materials, or circumstances beyond his control occur, which are likely to prevent delivery of the goods at the agreed time and in the agreed quality, then the supplier must notify our ordering department without delay of the fact that the agreed dates possibly cannot be adhered to.
- 3.5 The quantities, weights and measures determined by us at the incoming goods inspection shall be deemed as final, subject to other evidence emerging.
- 3.6 Should the contractual goods be subject to intellectual property rights or copyrights and should these concern a pre-existing standard product, we shall receive a non-exclusive transferable right of use unrestricted in time and space for the contractually intended purpose. If this is a matter of an individualised performance for us, we shall receive the exclusive and transferable right of use unrestricted in time, space and substance.

4. Withdrawal or termination for cause, Force majeure

- 4.1 A right to withdraw from the contract or to extraordinary notice of cancellation shall exist, in particular, if insolvency proceedings have been instituted against the supplier's assets or a corresponding application has been received by the courts, the commencement of insolvency proceedings has been dismissed due to a lack of assets to cover the costs of such proceedings, the supplier has discontinued its business activities or the part of its business activities that relates to the contractual goods and services, or an incident occurs at the supplier's registered office that according to local legislation more or less corresponds to the above events.
- 4.2 Force majeure, industrial disputes, production stoppages not due to negligence, civil unrest, measures by regulatory agencies and other unavoidable events, shall entitle us to withdraw wholly or partly from the contract, provided it is in our fundamental interest to do so.

5. Invoices

- 5.1 Invoices shall be issued after the goods and services have been completely provided.
- 5.2 The supplier must invoice its goods and services in a verifiable manner. In particular, invoice items must correspond to order items; the order number especially must be stated on all invoices.
- 5.3 Payment of the invoice amount without reservation by us shall not constitute an acknowledgement that the supplier's goods and services are as stipulated in the contract.

6. Pricing and transfer of risk

- 6.1 Unless a separate agreement is made, the prices shall be DDP to place of destination in accordance with Incoterms in their current valid version, including packaging. VAT shall not be included. The agreed prices are firm prices. They include all expenditure in connection with goods and services to be provided by the supplier. Irrespective of the pricing agreed, the risk transfers to us where delivery ensues without installation or assembly on receipt at the delivery address specified by us and where delivery ensues with installation and assembly and the goods are successfully accepted by us. Commissioning or utilization of the goods is not a substitute for our declaration of acceptance.
- 6.2 Any amplification or extension of retention of title is excluded.

7. Conditions of payment

- 7.1 Unless a separate agreement is made, the invoice shall be paid either within 30 days less 2% discount or within 60 days without discount. The period shall run from the time that we have received both the invoice and delivery of the goods or services. Payment shall be made subject to inspection of the invoice.
- 7.2 Payments do not constitute acknowledgment that delivery or performance is in accordance with contract. With defective or incomplete delivery or performance we reserve the right, irrespective of other rights, to retain payments on demands in the appropriate amount arising from the business relationship until due completion.
- 7.3 The assignment of claims against us to third parties is excluded.
- 7.4 We shall not be in default of payment because we do not make due payment within 30 days after an invoice is received and falls due or any equivalent payment schedule. Neither are we in default of payment, because we make no payment at the latest 30 days after the invoice falls due and after receipt of the goods, where there is uncertainty concerning the time of receipt of invoice or the payment schedule.

8. Warranty

- 8.1 Acceptance shall be subject to examination for correctness and suitability. We shall be entitled to inspect the deliveries or services, insofar as and as soon as this is feasible in the ordinary course of business. We shall report any defects or deficiencies immediately on discovery. This will preclude any objections by the supplier on the grounds of delayed notification of non-compliance.
- 8.2 In the event of any dereliction of duty with regard to deliveries and/or services, we reserve the right, without prejudice to other rights to which we may be entitled under legal provisions, at our option to insist on replacement delivery or remedy of defects at no cost to ourselves, to demand the purchase price be lowered (reduction) or to withdraw wholly or partly from the contract and to demand compensation in lieu of performance of contract or the reimbursement of wasted expenditure. The period during which claims can be made with respect to defects and deficiencies shall expire 24 months after delivery, unless a longer period has been agreed in the individual case or this is legally prescribed (e.g. construction work: 5 years from date of delivery). In the case of installation being agreed, the claim period shall start from the date of completed installation and, if trial operation has been agreed, the claim period shall commence as soon as the trial has been carried out to our satisfaction, unless otherwise agreed.
- 8.3 If, as a result of a defective delivery, an incoming goods inspection beyond the usual scope is required, the supplier shall bear the costs for this.
- 8.4 In urgent cases, particularly to avert acute risks or to prevent excessive damage, we are entitled to correct the discovered defects ourselves at the cost of the supplier.

9. Product damage, third party and liability for defects

- 9.1 In the event of any product liability claims against us by a customer or third party, the supplier shall undertake to indemnify us upon first written request from such claims, if and to the extent that the loss has been caused by a defect in the product delivered by the supplier. In cases of culpable liability, however, this shall apply only if the supplier is at fault. In so far as the cause of damage falls within the area of responsibility of the supplier, the burden of proof shall be on him.
- 9.2 In accepting the order, the supplier explicitly declares that the delivery item is not encumbered with any rights, in particular with industrial property rights of third parties, which could limit or exclude its contractual use. In the event that legal proceedings are nevertheless brought against us for infringement or alleged infringement of third party rights, the supplier is obligated to indemnify us without limitation from such claims upon first written request. This indemnification obligation shall also include the assumption of all costs and expenses that we incur in connection with the claims by third parties.
- 9.3 In addition, the supplier shall assume unlimited liability for all damage caused by him, particularly for all consequential damage.
- 9.4 If a customer makes a claim against us arising from the defectiveness of goods, we may have recourse against the supplier (compensation for expenses incurred).

10. Execution of work

Persons who carry out work on our factory premises in performance of contract must observe the relevant site regulations. Liability for accidents that happen to such persons on the factory premises is excluded, unless these are caused by us through intent or gross negligence. This shall not apply in respect of injuries to life, body or health.

11. Safety, conservation of the environment, packaging

- 11.1 The supplier is obliged that goods and services supplied must comply with legal provisions, in particular with regulations on safety and conservation of the environment, including the Ordinance on Hazardous Substances, the Electrical and Electronic Equipment Act (ElektroG), the recommendations on safety made by competent specialist bodies or associations, e.g. the Association for Electrical & Electronic Information technologies (VDE), the Association of German Safety Engineers (VDI), and DIN. The supplier undertakes to comply with these and to assume the duties ensuing for us and, as far as these are not transferable, to support us in their fulfilment. Relevant documentation, test certificates and attestations are to be supplied free of charge. The supplier undertakes to comply with these and to assume the duties ensuing for us and, as far as these are not transferable, to support us in their fulfilment.
- 11.2 The supplier assures that it shall adhere to and fulfil all duties imposed on it and on us by the (EC) Regulation no. 1907/2006 from 18.12.2006 (Regulation on the Registration, Evaluation, Authorisation and Restriction of chemical Substances, short REACH) within its scope of application at its own expense and in accordance with the stipulations of the REACH Regulation. Should the REACH Regulation oppose the transfer of duties, the supplier will immediately inform us thereof and give his complete support to us to the full extent in the fulfilment of obligations imposed on us. Should the supplier's registered office lie outside of the European Community, the supplier must appoint a representative within the European Community at its expense, who fulfils the obligations pursuant to Art. 8 of the REACH Regulation, and informs us accordingly.
- 11.3 At our request, the supplier is obligated to take back and properly collect or dispose of all packaging used to deliver its goods, free of charge. If requested, the supplier must provide corresponding proof of disposal in accordance with the law.

12. Import and export regulations, duty

- 12.1 The supplier guarantees that it will comply with all export regulations to be applied in connection with a delivery and, in particular, to obtain all necessary permits according to export law under his own responsibility and at its own expense.
- 12.2 With deliveries of goods and services from a country belonging to the EU outside Germany, the EU Vat Number should be stated.
- 12.3 Imported goods are to be supplied duty-paid.
- 12.4 The supplier is obliged to supply information in writing with regard to all obligations to obtain authorisation in relation to (re-) exports in line with regulations on export and duty of Germany, Europe and the USA and of the country of origin of the goods.

13. Confidentiality/working documents

- 13.1 Documentation of all kinds that we make available to the supplier, such as patterns, drawings, models, data and the like, together with all other information we supply, insofar as they are not clearly intended for the public, may not be made accessible to third parties, insofar as this is not required for fulfilment of contract. We retain all protective rights in respect of brands, copyright and other rights. Products manufactured according to documentation created by ourselves, such as drawings, models and the like, or according to our confidential data or with our tools or replications thereof, may not be used by the supplier himself or offered or supplied to third parties.
- 13.2 The obligations in Section 13.1 shall apply beyond the duration of the contract.

- 13.3 At our request, the supplier shall submit for our approval plans, working drawings, technical calculations, etc. relating to the delivery item and, after their accuracy has been determined, shall hand over to us such copies as we may require for normal use or repair work. The supplier's obligations shall not be affected by the approval of such plans, working drawings, technical calculations, etc. Where the supplier produces the above items partly or wholly at our cost, we become (co-) owners of the protective rights, according to our proportion of the manufacturing costs.
- 13.4 Naming Trevira GmbH as reference shall require the prior express written approval from Trevira GmbH.

14. Place of performance

Place of performance is the location to which the goods are to be delivered as per order.

15. Set-off/right of retention

- 15.1 The supplier shall have no rights of retention if these are based on counterclaims from other legal transactions with us.
- 15.2 The supplier may claim set-off or exercise the right of retention only with respect to undisputed or legally established claims.

16. Integrity

- 16.1 The parties declare that in their business relations with each other, they shall uphold fair competition and conduct conforming to the law. This excludes, in particular, offering, granting, accepting and demanding undue advantages of any kind in order to obtain prohibited services.
The parties obligate themselves to take all necessary measures to avoid economically damaging activities such as corruption.
- 16.2 We reserve the right to check compliance with the principles of Section 16.1 in a suitable manner through random tests or targeted tests in the event of justified suspicion.
- 16.3 The supplier undertakes to inform us immediately as soon as it becomes aware of problems with conforming to Section 16.1 in its area of responsibility, and, in particular, to avoid anything that could damage the brand image of Trevira.

17. Data protection

We shall be entitled to store and process data relating to our suppliers on a computer system in so far as such data are required for the normal conduct of the contractual relationship.

18. Sustainability

Conservation of the environment and safety are firm elements of our corporate activity. This includes conscientious handling of raw materials, energy, water, air, the earth and waste disposal. Acting in a way that takes due care and account of the future, from product development to the choice of materials used, as well as the constant development of manufacturing processes, right through to the end product, form part of our practised corporate policy. Awarding orders is based mainly on this objective.

19. Place of jurisdiction / applicable law

- 19.1 At our option, the legal venue shall be the supplier's place of domicile, Frankfurt am Main or the place of performance. The contract shall be subject to the law of the Federal Republic of Germany, excluding provisions of conflict of laws. Application of the Hague Convention Relating to Uniform Laws on the International Sale of Goods, the UN Convention on Contracts for the International Sale of Goods, or other conventions relating to law on the sale of goods, shall be excluded.
- 19.2 If carriage is to be paid by Trevira GmbH, the forwarding agent should be instructed not to obtain an SLVS (Freight Forwarders Shipping, Logistics and Storage Insurance Policy). We have declared ourselves to be an SLVS waiver customer. We cover transport insurance.

20. Final Provisions

Even if individual points of these General Terms and Conditions become legally invalid, the remaining parts shall remain valid. However, this shall not apply if adhering to the General Terms and Conditions should present an unreasonable hardship for one party.