

## I. General – Area of Application

I.1 The contractor acknowledges the following Purchasing Conditions of Richter Chemie-Technik GmbH through acceptance of the order. Richter Chemie-Technik GmbH's silence in the face of contrary conditions of the contractor shall not be deemed to constitute approval in any instance. In particular, the acceptance of the delivery/service rendered by the contractor shall not constitute implicit agreement with its commercial conditions.

I.2 These Purchasing Conditions apply exclusively for all current and future deliveries and services until revocation. Richter Chemie-Technik GmbH hereby expressly objects to contrary or deviating conditions by the supplier; such supplier conditions require written approval. Silence in this context shall not be deemed to be approval.

I.3 All agreements, orders and modifications are exclusively binding with a written confirmation.

## II. Entry into Contract

II.1 Only orders placed in writing or confirmed in writing by Richter Chemie-Technik GmbH are binding for Richter Chemie-Technik GmbH. Modifications, supplementary agreements, addenda, etc. require written confirmation by Richter Chemie-Technik GmbH's Purchasing Department, with whom all of the correspondence is to be conducted, quoting all complete order data.

II.2 Acceptance of orders is to be confirmed without undue delay, at the latest 3 working days after their receipt.

II.3 Deviations in the order confirmation are to be clearly emphasised by the supplier. In such case, Richter Chemie-Technik GmbH is only bound by the deviations if written approval is given.

II.4 Only written orders bearing a legally-valid signature are valid. These can be given electronically, provided that this is agreed upon first between Richter Chemie-Technik GmbH and the supplier.

## III. Quality Assurance

III.1 The supplier has to produce its valid certification pursuant to DIN EN ISO 9001. Insofar as the Supplier is not correspondingly certified, all of the products and services purchased by Richter Chemie-Technik GmbH as well as their production completely correspond to the DIN EN ISO 9001 requirements. In such case, a written approval of the supplier through Richter Chemie-Technik GmbH's quality management is necessary.

## IV. Price and Payment Conditions

IV.1 The agreed prices are net and fixed prices.

IV.2 The price shown in the order - minus any bonuses or discounts - is binding. In this context, the price includes all of the supplier's services and ancillary costs, insofar as nothing to the contrary is agreed upon.

IV.3 Richter Chemie-Technik GmbH is entitled to set-off rights and rights of retention in the statutory scope.

IV.4 Invoices are to be issued with order and article numbers and delivery note numbers of Richter Chemie-Technik GmbH and the contractor's supplier number.

## V. Delivery Period

V.1 The agreed delivery period in the order is binding.

V.2 If the agreed delivery period cannot be adhered to, the supplier is obliged to notify Richter Chemie-Technik GmbH promptly in writing, giving the reasons for and the probable duration of the delay.

V.3 Partial deliveries are only permissible with Richter Chemie-Technik GmbH's written approval.

V.4 In the event of default by the contractor, Richter Chemie-Technik GmbH is entitled, in addition to more extensive statutory claims, to demand flat-rate compensation of the default damage in the amount of 1% of the net price per full calendar week, but in total no more than 5% of net price of the goods delivered late. Richter Chemie-Technik GmbH remains free to prove that it has suffered a higher amount of loss. The contractor remains free to prove that no loss at all or only a significantly lower amount of loss has been suffered.

## VI. Transfer of Risk

VI.1 Upon arrival of the delivery at the destination or contractually-agreed acceptance, risk and ownership of the deliveries are transferred to Richter Chemie-Technik GmbH.

## VII. Shipment and Packaging

VII.1 The delivery is to be properly packaged, insofar as nothing to the contrary is agreed in writing. This is done at the supplier's expense and risk.

VII.2 The delivery is to be accompanied by delivery note and packing slip. In all dispatch documents, the order and article numbers, delivery quantity as well as information regarding the destination are to be listed in full.

## VIII. Defect Claims

VIII.1 The supplier is obliged to guarantee flawlessness with regard to the quality and quantity of the delivery.

VIII.2 The confirmation of receipt of the goods will not prevent quality-related or quantity-related complaints which are discovered after receipt of the goods.

VIII.3 The statutory provisions apply for commercial inspection and complaint obligations, with the following proviso: the delivery is checked by Richter Chemie-Technik GmbH in the ordinary course of business for quality and quantity deviations. The inspection obligation in this context is limited to defects which come to light during incoming-goods checks during an external inspection, including of the delivery documentations, as well as during our quality control which is limited to visual checks in a random-sample process (e.g. transport damage, wrong or insufficient deliveries). Notice is to be given without undue delay of defects identifiable in that context. Defects which

are not identifiable during the incoming inspection (hidden defects) are to be notified without undue delay after the discovery of the defect. In addition, the supplier waives the defence of late defect complaints.

VIII.4 In the case of justified defect complaints, Richter Chemie-Technik GmbH is entitled, as it chooses,

- to return the defective goods at the supplier's expense and to demand a flawless replacement of the same; the same applies for the replacement delivery as for the original delivery,
- after notifying the supplier, to remove the defects complained about itself or to have this done by a third party, at the supplier's expense,
- to request a reasonable reduction of the price, or
- to rescind the pertinent order in whole or in part with regard to the scope of the order not delivered yet, without the supplier deriving any compensation claims therefrom of any kind.

VIII.5 In addition, the supplier is liable for all of the damage and loss arising directly or indirectly due to the defective goods. If a piece-based or 100% check of the goods received is necessary due to defective delivery, the supplier will bear the costs arising in that context.

VIII.6 In deviation from § 442 paragraph 1, sentence 2 of the German Civil Code (BGB), Richter Chemie-Technik GmbH is entitled to defect claims without limitation even if the defect remained unknown to it when entering into the contract as a result of gross negligence.

VIII.7 The costs expended for the purpose of inspection and subsequent improvement by the contractor (including any disassembly and installation costs) are to be borne by the contractor even if it transpires that no defect actually existed. Richter Chemie-Technik GmbH's compensation liability in the case of an unjustified defect rectification request remains unaffected; in this respect, however, Richter Chemie-Technik GmbH is liable only if it recognised, or failed to recognise due to gross negligence, that there was no defect. Richter Chemie-Technik GmbH is entitled to recourse claims against the contractor in corresponding application of § 478 and § 479 of the BGB (recourse in the consumer goods supply chain) if as a consequence of the item being flawed it has to take back the purchase item from its customer or if its customer has reduced the purchase price, even if the contract relationship between the contractor and Richter Chemie-Technik GmbH is not part of a consumer goods supply chain.

VIII.8 Defect claims become time-barred in 3 years after transfer of risk, insofar as the law does not prescribe longer periods of limitation.

## IX. Product Liability

IX.1 The supplier is obliged to guarantee that the delivery is free from third-party rights. By accepting the order, it undertakes to indemnify Richter Chemie-Technik GmbH against all third-party claims, particularly procedural costs and compensation payments, upon first demand.

IX.2 If a cause of damage or loss lies within the supplier's sphere of responsibility, it is obliged to reimburse all expenditure, including the costs of a recall.

IX.3 In addition, the statutory provisions apply.

## X. Provision re Contract Performance and Confidentiality

X.1 Documents and production means of all kinds, such as samples and templates, drawings, models, tools, technical specifications, etc., which Richter Chemie-Technik GmbH makes available to the supplier or which Richter Chemie-Technik GmbH pays for to the supplier remain Richter Chemie-Technik GmbH's property. In the event of damage, destruction or loss, Richter Chemie-Technik GmbH is to be notified in writing without undue delay about these circumstances.

X.2 Drawings, models, stencils, samples and templates and similar items may not be given to third parties, and the goods manufactured pursuant thereto or therewith may not be given to third parties, nor may they be used for the supplier's own purposes. They are to be kept confidential, and upon request by Richter Chemie-Technik GmbH are to be returned in proper condition without undue delay and without keeping copies, individual pieces, etc., but no later than as soon as the order has been executed or it is certain that no order will be placed. The copying of such items is only permissible in the framework of the business requirements and the copyright-law provisions.

X.3 The supplier undertakes not to supply third parties with half-finished and finished items produced according to Richter Chemie-Technik GmbH's information, drawings, models, etc., even if these are flawed parts which have been rejected by Richter Chemie-Technik GmbH. The special equipment necessary for manufacturing such parts may not be handed over in unchanged form to third parties.

X.4 The contract partners undertake to treat as a trade secret all non-public commercial and technical details which become known to them as a result of the business relationship.

X.5 The contractor advertising with Richter Chemie-Technik GmbH's company name or trade name, particularly including this or these in reference lists, requires Richter Chemie-Technik GmbH's written consent.

## XI. Retention of Title

A simple retention of title expressly wanted by the contractor is not objected to. However, a prolonged retention of title and group clauses are objected to. The contractor will release the securities by it insofar as their value exceeds the claims to be secured by more than 20%.

## XII. Legal Venue and Place of Performance

XII.1 The law of the Federal Republic of Germany applies. The place of performance and legal venue is Richter Chemie-Technik GmbH's registered office for disputes arising out of and in connection with the contract relationship.