

GENERAL PURCHASING TERMS AND CONDITIONS FOR BAALBAKI CHEMICAL INDUSTRIES (BCI)

1. Applicability

1.1 These general purchasing terms and conditions (“General Conditions”) apply to all purchases of products and services made by **BCI HOLDING SA** (hereinafter called “THE PURCHASER” or “BCI” and/or any of its affiliated companies or subsidiaries the companies controlled by it (the “Purchaser”) unless specified otherwise in writing. They shall supersede, without exception, any and all of the Supplier’s conditions of quotation, acceptance, purchase and/or supply delivery notes, bills of lading, even if they stipulate the opposite. Acceptance of the order by the Supplier automatically entails acceptance of the General Conditions, including for follow-up orders, and waiver of the Supplier’s own terms and conditions.

1.2 Articles 1 through 14 apply both to the purchase of products and services. Articles 15 through 18 apply specifically to products; Articles 19 through 21 apply specifically to services. In case of combined purchases of products and services Articles 15 through 21 shall apply cumulatively.

1.3 Purchaser shall only be bound if the purchase order is made in writing. The purchase agreement (“Agreement”) shall become effective on the date when the order is accepted in writing by mail, facsimile or e-mail by the Supplier, unless a separate agreement was already entered into. Any failure of the Supplier to confirm an order within 10 (ten) working days shall be deemed an acceptance of such order unless otherwise expressly declared by the Purchaser to the contrary. Supplier shall not make any deviating comments in the order acceptance otherwise the Purchaser shall be entitled to cancel the order without any right of the Supplier to compensation. The Agreement consists of the order, specific conditions agreed upon in writing by Purchaser and these General Conditions, to the exclusion of any deviating comments in the acceptance form unless agreed explicitly in writing by Purchaser.

2. Price and Payment

2.1 The prices specified in the order are fixed prices. The invoices shall be sent in duplicate to the billing address and according to any specific billing instructions specified in the order or afterwards. All invoices shall specify BCI’s purchase order number.

2.2 Payment does not in any way imply either acceptance or agreement by the Purchaser that the products and / or services conform to the terms and conditions of the Agreement and shall in no way imply a waiver of any right arising from the Agreement or the General Conditions.

2.3 The Purchaser may without notice to the Supplier set-off any amounts owed by the Supplier to the Purchaser under any order or agreement or the performance thereof, whether or not Supplier disputes such amounts, against any amounts owed by the Purchaser to the Supplier, regardless of the places of payment or currencies of the respective amounts.

2.4 The Purchaser will not be bound by any Purchase Order unless it is placed on the Purchaser’s official Purchase Order form. The Purchase Order shall become a binding contract based on the terms and conditions stated in it. The Purchaser shall be entitled to cancel any Purchase Order which is not accepted by the Supplier within ten working days from the date of the Purchase Order form without this entitling the Supplier to any claims for damages unless otherwise expressly declared by the Purchaser to the contrary.

2.5 Unless otherwise specified, the agreed prices shall include packaging material, value-added tax, duties and any kind of royalties and shall not be subject to any exchange rate adjustments. Invoices are to be issued for deliveries made and services provided. These invoices shall comply with the relevant statutory invoicing requirements according to the national value-added tax legislations to which the Goods/Services being invoiced are subject.

2.6 The Supplier must provide a separate invoice for each consignment made under a Purchase Order. The invoice must include the Purchaser’s full Purchase Order number and, if applicable, the Supplier’s delivery note number. Certificates of work completed and any other records are to be submitted with the invoice. Invoices must correspond to the information in the Purchase Order in respect of the Goods described, price, quantity,

the order of the items and item numbers. Invoices are to be sent to the billing address specified by the Purchaser in the Purchase Order.

2.7 Unless agreed otherwise the payment period shall commence as soon as the Goods have been shipped from the agreed point of departure. For Services, payment period shall commence as soon as an invoice has been received at the billing address of the Purchaser.

3. Work performed on the Purchaser’s premises

If on BCI’s premises, the Supplier shall observe the company safety and other regulations applicable by BCI. In the case of contract work, the Supplier shall also observe BCI’s General Terms and Conditions relating to Contract Work, any relevant legislation and any instructions and guidelines specified by the Purchaser in good time, in particular with regard to the supply and storage of material and tools and access to land and buildings. Supplier shall make sure its subcontractors (to the extent subcontracting is approved) to comply with this Article. Work shall be performed during the applicable working times unless otherwise formally agreed to by the Purchaser. Travel time and waiting time cannot be charged unless agreed otherwise explicitly in writing.

4. Intellectual Property Rights

4.1 Subject to an explicit written permission thereto by Purchaser, Supplier may use any trademarks, logos and/or any other intellectual property rights owned by Purchaser. Supplier shall use these intellectual property rights in accordance with the instructions of Purchaser only. Supplier shall not misrepresent or damage such intellectual property rights. Supplier shall inform Purchaser immediately of any infringement or possible infringement of any of the intellectual property rights.

4.2 Intellectual property rights, whether or not patentable, created by Supplier or any of its employees during the performance of the Agreement or upon request of the Purchaser shall irrevocably, immediately and automatically be transferred to the Purchaser upon creation and all related moral rights shall be waived by the Supplier. Supplier shall make sure that any intellectual property rights created by his employees during the performance of the Agreement are transferred to Purchaser. The Purchaser is allowed, upon its own discretion, to file also for protection of the intellectual property rights created by the Supplier during the performance of the Agreement. All drawings, manuals, software and other items required for use shall also be supplied to the Purchaser in the language of the Purchaser and shall become the Purchaser’s property, without additional compensation.

4.3 The Supplier guarantees that the use of the delivered products and/or services constitutes no infringement on any right of a third party pertaining to intellectual or industrial property and shall defend, indemnify and hold harmless Purchaser in that matter against any and all claims of third parties.

5. Confidentiality

5.1 Any plans, drawings, documents or any other information provided by BCI, covered by intellectual property rights of BCI or not, are the property of BCI and may not be communicated to third parties nor used for any purpose other than for the performance of the Agreement and shall be returned upon first request of BCI. The Supplier shall verify the correctness and correlation of this documentation before performance of the Agreement and report deviations or defects to Purchaser.

5.2 The Supplier shall observe secrecy with regard to everything relating to the Purchaser’s business that comes to its attention, except only where the Supplier is under a legal duty to make some information public or the information has become public knowledge for a reason that is not the fault of the Supplier. The Supplier shall impose the same obligation on employees and/or third parties called to perform its agreements in conformity with the requirements set out in Article 8. Unless this is agreed upon otherwise in writing by the Purchaser, the Supplier cannot use the Purchaser as a reference.

6. Insurance – liability

6.1 Supplier represents that it has and shall maintain in force for so long as it has any obligation under the Agreement towards the Purchaser, at its own cost and expense, from a reputable insurance company adequate and sufficient insurance coverage for the type of business engaged in by the Supplier in compliance with all applicable regulations and in accordance with the standard expected for a company conducting similar activities.

These insurance policies shall as a minimum provide coverage for comprehensive (all risk), professional, general and product liability. Upon Purchaser's first request, Supplier shall provide Purchaser with certificates of insurance evidencing such coverage within a period of 15 (fifteen) days of such request. Failure to do so will entitle Purchaser to terminate the agreement pursuant to Article 10.1 below.

6.2 The Supplier shall fully and unreservedly indemnify and hold the Purchaser harmless from and against any and all losses, costs, damages, expenses (including reasonable lawyer's fees), harmful effects which Purchaser may incur as well as claims by third parties in respect of any loss or injury occurring as a result of (i) any defects in the products and/or services delivered, (ii) delay in delivery, (iii) breach of any of the Supplier's representations under the Agreement, (iv) negligence or tort, (v) the infringement of third parties' (intellectual property) rights (vi) violation of any applicable law, regulation or order, or (vii) any other fault or omission of the Supplier in performing the Agreement.

6.3 Except in case of malicious intent of the Purchaser, the latter shall not be liable, even in case of gross negligence, for any loss or injury that is in any way incurred or suffered by the Supplier, its property or employees, or by third parties. The Supplier holds the Purchaser harmless against any claims made against it by persons it employs or by third parties, according to Article 6.2 above, except in the case of malicious intent of the Purchaser.

6.4 The remedies set forth in this Agreement are cumulative, and shall not preclude any other remedy available to Purchaser at law or in equity.

7. Timing

Timing is of the essence. Supplier warrants that it has sufficient business capacity in order to perform the Agreement in a timely and appropriate manner. Delivery of products or performance of services shall be made at the time specified in the order or within the period agreed by the parties in writing. Such date or term is binding and the Supplier shall be automatically in default by the non-respect of this date or term, Purchaser not being obliged to give notice of default. In such event, and without prejudice to any other rights or remedies available under the applicable law or the Agreement to obtain full compensation for the incurred costs and damages, Purchaser is entitled to: (i) reject the parts of the Products and / or Services that have been delivered late and (ii) stop any further obligations and/or commitments, whether financial or otherwise, that were supposed to be made by the Purchaser.

The Supplier must comply with the agreed dates of delivery of Goods and provision of Services. Goods are to be delivered free of any defects to the Purchaser within the Purchaser's regular business hours accompanied by the required shipping documents to the address specified in the Purchase Order (hereinafter "Place of Destination").

8. Assignment - subcontracting

8.1 The Supplier shall not be permitted to transfer the Agreement or arrange for performance of the order by a third party or third parties, in whole or in part, without the prior explicit written consent of the Purchaser.

8.2 The Supplier is required to notify the Purchaser forthwith in writing of any assignment of the contract by virtue of law and of any change of its trade name.

8.3 The Purchaser may assign the rights and obligations under the contract to another entity based on a simple written notice made by the Purchaser to the Supplier. In such case, the extra cost of insurance and freight (where applicable and agreed upon by the parties) paid by the Supplier will be reimbursed by the Purchaser on the maturity date of the

Purchase Order and at a rate as agreed between the Supplier and the Purchaser.

9. Force Majeure

Force majeure shall mean any unforeseen event which is beyond the reasonable control of the parties or any foreseeable occurrence the consequences of which may not reasonably be avoided that arise after the acceptance of the order and which prevents performance of the Agreement, in whole or in part, by either party. If a third party fails to meet the obligations it has accepted in relation to the Supplier or fails to meet such obligations in good time or in an appropriate fashion, this shall not be deemed to be force majeure affecting the Supplier. Force majeure shall cause the suspension of the obligations of the Purchaser and the Supplier under the Agreement for the duration of the delay caused by the event of force majeure and the period of performance shall be automatically extended without any penalty for an equal period.

The Supplier shall notify the Purchaser of the occurrence of a case of force majeure explaining its reasons immediately in writing on the day on which it occurs and shall inform the Purchaser of further developments in the same way, failing which it shall lose the right to invoke the occurrence of force majeure, without prejudice to the conditions respectively laid down in Article 10. Supplier shall make all reasonable efforts to eliminate or at least minimize the effects of this force majeure. This clause of Force Majeure shall apply on the Purchaser's side in the following cases: War, Riots, Lockout, civil commotion, civil war, insurrections...etc and this to be triggered by the Purchaser.

10. Termination and rescission

10.1 The Purchaser may terminate the Agreement in whole or in part by a written notification in any form; with immediate effect, for cause:

- a) if the Supplier fails to meet its obligations to the Purchaser or fails to meet them in good time, completely or in an appropriate fashion;
- b) if the Supplier is declared bankrupt, applies for the suspension of payments, is wound up or otherwise appears to be insolvent;
- c) if the force majeure remains in existence for longer than 1 (one) month;
- d) if, in connection with the performance of the Agreement or in any other connection, the Supplier behaves in such a way that the Purchaser's confidence in the relationship is totally disturbed or that the Purchaser cannot be reasonably expected to continue the relationship.

If the Agreement is terminated for cause as mentioned above, the Purchaser shall not be obliged to provide compensation in any form. Except if the Agreement is terminated as a result of force majeure, the Supplier is bound to indemnify the Purchaser against any claims from third parties resulting from termination. The Supplier shall repay immediately the costs already incurred and monies unduly paid by the Purchaser, without prejudice to the Purchaser's right to claim full compensation.

10.2 The Purchaser may also terminate the Agreement for convenience at any time by a written notification in any form. The Supplier shall not have any right to claim compensation as a result of termination under this paragraph, except if the Supplier informs Purchaser by registered letter within one week from delivery of the notice of termination proving that production and/or services had already commenced before receipt of the notice of termination. In the latter case, the Purchaser shall be entitled to choose between taking delivery of the services that have been rendered already or the goods that have been produced already, compensating the Supplier for the costs already incurred or asking the Supplier to resume work and deliver the goods/services. In the case of supply of services, no other compensation shall be due than the payment of the work already performed to the exclusion of any other damages such as, but not limited to, loss of profit or loss of turn over.

10.3 The Contract may be terminated without notice for good cause. Grounds for good cause shall, in particular but without limitation, include: (i) a serious breach of duty by the Supplier which is not remedied within a reasonable period of time stipulated by the Purchaser after the written complaint is received; (ii) a considerable deterioration of the Supplier's financial situation which threatens the ability to perform its obligations

under the contract and/or to discharge of its tax and/or social liabilities; or (iii) the purchase or use of the Goods or the Services is or will be either entirely or partly impermissible due to legal or official regulations. If the Purchaser terminates the contract for good cause and if other existing contracts between the Purchaser and the Supplier cannot be maintained for the same grounds for good cause, the Purchaser shall also be entitled to terminate such other contracts existing at the time of termination and contracts which have not yet been fulfilled against a pro rata remuneration for the Goods/Services already provided. The Supplier is not entitled to any further claims for damages, reimbursement of expenses or remuneration.

10.4 If the Supplier has acquired from the Purchaser any documents, records, plans or drawings within the scope of or for the purposes of fulfilling the contract the Supplier must immediately hand them over to the Purchaser in the event of termination of the contract. These requirements apply likewise in the event of rescission.

11. Inspection

The Purchaser may arrange for the performance of any checks on the products or services to be delivered, and may for this purpose enter the premises where the products are being manufactured or the services are being rendered upon reasonable prior notification in writing.

12. No Waiver

Any failure or delay by Purchaser in exercising any right under the Agreement and/or these General Conditions, any single or partial exercise of any right under the Agreement and/or these General Conditions or any partial reaction or absence of reaction by Purchaser in the event of violation by the Supplier of one or more provisions of the Agreement and/or these General Conditions, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part), nor shall it preclude any further exercise of any such rights. Any waiver of a right by Purchaser must be express and in writing. If there is an express written waiver of a right by Purchaser following a specific failure by the Supplier, this waiver cannot be invoked by the Supplier in favour of a new failure, similar to the prior one, or in favour of any other kind of failure.

PURCHASE OF PRODUCTS

Articles 13 through 16 apply in case of supply of goods. In the event of conflict between these Articles

and other Articles from the General Conditions, Articles 13 through 16 shall supersede for matters relating to the supply of goods.

13. Delivery, Title, and Passing of Risk

13.1 Unless otherwise agreed in writing, delivery is to be made DDP (Delivery Duty Paid) (excluding VAT) construed in accordance to the ICC Incoterms being in effect at the time of delivery, to the warehouses of the Purchaser or any other location indicated in the order and is to be accompanied by an appropriate, duly completed delivery note. Upon delivery of the products, the Supplier shall provide, free of charge, all documents and manuals related to the products which are requested by the Purchaser, required by law or which are required in order to comply with applicable customs, product marking, country of origin, and other laws. Delivery of more or less than the agreed quantities and partial deliveries shall only be allowed if expressly accepted in writing by the Purchaser.

Except as otherwise herein indicated the terms and Conditions of the ICC incoterms in effect at time of delivery shall form an integral part of the present general purchasing terms and conditions.

13.2 Risk of loss or damage to the products shall pass from the Supplier to the Purchaser upon acceptance by the Purchaser at the place of delivery. The title to the Goods shall pass to the Purchaser on delivery or, if earlier, on payment for the Goods to the Supplier (without forgoing any right of rejection by the Purchaser).

13.3 If assembly and/or installation by Supplier are included in the purchase price, the delivery shall occur according to the schedule

approved in advance by Purchaser in writing and Supplier shall frequently report upon the progress.

14. Acceptance or Rejection

14.1 Signature of the delivery note by the Purchaser shall only apply to the number of packages referred to in the delivery note and shall not imply acceptance of the products. The Purchaser is not obliged to carry out acceptance checks. Acceptance of the products shall take place exclusively through the appropriation of the products without reservation. Any costs arising from delivery at the wrong address shall be solely borne by the Supplier, even if the products were delivered and the delivery note was signed off by Purchaser.

14.2 If the products are rejected, in whole or in part, by the Purchaser or by an authorized agent, or if the products fail to comply with the Agreement, in whole or in part, the Supplier shall, at the sole discretion of the Purchaser, remedy the lack of conformity in order to ensure full conformity to the Purchaser's satisfaction and/or deliver substitute goods that fully comply with the Agreement and/or shall take back at its own cost and risks the products delivered in whole or in part with the corresponding repayment of the monies already paid and without prejudice to Purchaser's other rights under the Agreement and/or these General Conditions. In case of rejection the Purchaser may also at its sole discretion procure replacement goods from a third party and claim back the extra costs from Supplier. In case of rejection the rejected products remain at the risk of the Supplier. The rejected products shall be stored by the Purchaser at the risk and costs of the Supplier, who shall collect the rejected products within 5 (five) working days after rejection. The Purchaser's failure to inspect the products or to properly inspect the products or to notify or to properly notify and/or give timely notification to the Supplier of any defects, be it in quantity, specifications or otherwise, or of any quantity deviations, shall not relieve the Supplier of any of its obligations hereunder or under the applicable law.

14.3 Until the modification or redelivery referred to above has been made, the Purchaser shall be entitled to suspend its payments, even if the invoices are not protested, and to offset the losses and costs incurred, even if the conditions for set-off by operation of the law are not or not entirely met. In addition, the Purchaser shall be entitled to be fully compensated for all costs and losses and to terminate the Agreement in accordance with Article 10.

15. Packaging and transportation

The products to be delivered shall be packaged, stored and transported in compliance with all the relevant national and international legislation and regulations, and shall also conform to the specifications made in this regard by the Purchaser in the order or, in the absence of such specifications, to the specifications that are usually made for similar products in the normal course of business. The Supplier shall take back all its packaging free of charge at the Purchaser's request.

16. Warranty – Quality

16.1 Without prejudice to any stricter legal or other obligation, Supplier warrants that all the products to be delivered are (i) in compliance with the Purchaser's Requirement Manual (ii) in compliance with the agreed specifications, characteristics and requirements, or in the absence thereof, with the usual specifications, characteristics and requirements that are made of such products in the normal course of business (iii) in compliance with all the national and international standards and regulations applicable at the time of delivery (iv) free from all defects in design, workmanship, materials and method of assembly and (v) in compliance with safety and environmental laws, rules and/or regulations. The Supplier shall inform itself in advance of the use and purpose of the products and guarantees that the products are fully suitable for the specific intended purpose. The products shall be of good and consistent quality at all times. The Supplier further warrants the Purchaser that the products shall be free of all liens, encumbrances, and rights of third parties. Any attempt by the Supplier to limit, disclaim, or restrict any of the warranties above or any of the remedies of the Purchaser, shall be

null, void and ineffective without Purchaser's prior and express written consent.

16.2 The above mentioned warranty is given for a period of 12 (twelve) months following delivery of the products to the Purchaser, unless a longer period is agreed upon in writing. For machines or equipment this period starts when the Purchaser confirms in writing that the assembly and/or installation is finished to its satisfaction insofar this is included in the delivery. If it is established by the Purchaser during this period that the quality specifications are not (longer) met, the Supplier shall immediately deliver free of charge all the parts, material and work necessary for the repair of the defect or replace the Product free of charge without prejudice to any other rights of Purchaser under the Agreement. The expiry of the warranty period does not limit the liability for latent defects on the part of the Supplier.

16.3 The Purchaser may arrange for the performance of any checks on the products to be delivered, regardless of where the products are situated, and may for this purpose enter the premises where the products are situated after sending a written notification to the Supplier.

DELIVERY OF SERVICES

Articles 17 through 21 apply in case of services performed by the Supplier. In the event of conflict between these and other Articles from the General Conditions, Articles 17 through 19 shall supersede for matters relating to the performance of services.

17. Performance

17.1 The Supplier is obliged to perform the services within the agreed time period according to a schedule approved in writing by Purchaser. Exceeding of this time period will cause the Supplier to be in default without notice being required. The Supplier is obliged to furnish the Purchaser with periodic notification of the progress and of any threat of exceeding of the time limit. Such advance notification and the absence of reaction thereto by Purchaser does not release the Supplier from its liability in the event of actual exceeding of the time limit.

17.2 The Supplier shall at its own expense see to the performance of the work and/or hiring of employees, necessary permits, exemptions, approvals and decisions.

17.3 When, in the opinion of the Supplier, the agreed works have been completed, it shall inform Purchaser thereof in writing. Within 14 (fourteen) days after receipt of this notification, Purchaser shall notify the Supplier whether or not he accepts its performance. If rejecting the performance, Purchaser shall inform in writing on shortcomings which prevent it to accept the performance. Failure of the Purchaser to notify will be construed as non-acceptance of the Supplier's performance.

18. Guarantee

18.1 Supplier warrants that it has, and will continue to have during the term of the Agreement, the required skills, experience, licences and permits required for the proper performance of the Agreement. Supplier undertakes to involve only personnel who are professionally trained and duly motivated and have the appropriate skills and expertise for the performance of the services. Supplier shall cause its personnel to act responsibly in all circumstances and be of an irreproachable conduct. The personnel of the Supplier that is involved in the performance of the Agreement remains at any time under the sole responsibility, guidance, authority and supervision of the Supplier.

18.2 The Supplier guarantees that (i) the services are performed in a professional and skillful manner, meeting best industry practices, in conformity with the service levels and specifications, technical or other and in full compliance with all applicable laws or administrative standards, orders or regulations, including without limitation those related to safety, environment, hygiene and hazardous materials and in accordance with practices of care and skill; (ii) the services shall be free from defects in material and/or workmanship; (iii) the services are in compliance with all applicable laws, regulations and codes.

18.3 The Supplier guarantees that the intended result and requirements, of which the Purchaser has informed the Supplier, shall be achieved. If the

work activities include in advising, the Supplier guarantees the relevance, correctness and completeness thereof. The Supplier guarantees furthermore, the suitability and good quality of designs, drawings, guidelines, materials etc. furnished by it.

18.4 If any services do not comply with the foregoing warranties, Purchaser may, at its sole discretion, at Supplier's sole expense and without prejudice to its other rights under the Agreement and/or these General Conditions: (a) reject such services (b) require Supplier to correct such services as necessary to render them in conformity with the foregoing warranties, and consistent with Purchaser's time schedule; (c) return such work and receive a full refund of the contract price; or (d) without prior court authorization make itself or have made by a third party at the costs and the risk of the Supplier any corrections required to cause such services to comply with the specifications and warranties. Supplier shall reimburse Purchaser for all costs and expenses incurred by Purchaser in connection with a breach of the foregoing warranties (including transportation, storage, administrative, and other incidental expenses of Purchaser).

19. Changes in the scope

Purchaser can at its sole discretion at all times change the ordered work insofar he confirms this first in writing. The Supplier must advise the Purchaser immediately about the effects of such a change on the quality, the quantity, the time frame, the safety, the feasibility, the risks etc. of the work. The agreed remuneration shall in that case be adjusted in proportion to the extra or less work activities to be performed. Supplier has to perform the ordered changes immediately and, pending discussions about remuneration adjustment, may not suspend his services. Supplier cannot unilaterally change the scope of the order.

20. common provisions for delivery of goods and provisions of services: Delivery date, partial delivery of goods/partial provision of services

20.1 Purchase Orders where the Supplier bears the cost of freight to get the Goods to the agreed destination, the Supplier should exert all reasonable effort to ensure that transit time is minimized, Goods are delivered without defects arising from shipment and that they are delivered in such a condition that would not cause extra charges to be paid as a result of improper shipping. Further, the Supplier shall bear alone all charges and costs arising out of missing, or improper, or delay in sending of documentation.

20.2 If the Purchaser and the Supplier have agreed to a delivery including further processing, assembly and/or service, the delivery of the goods free of any defects shall not be considered to have taken place until the assembly and/or service has been duly carried out as specified in the contract.

20.3 If a formal acceptance procedure is stipulated by law or specified in the contract, the time specified for such acceptance shall be adhered to by both parties. Advance deliveries of Goods/provision of Services or partial deliveries/partial provision of Services require the Purchaser's prior agreement.

20.4 If the Supplier recognizes that it will not be able to fulfil its contractual obligations either in full or in part, or not within the stipulated timeframe, it must notify this to the Purchaser in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay in delivery time. Any acceptance by the Purchaser of a delayed or partial delivery of goods/provision of services shall by no means constitute a waiver of any rights of the Purchaser related to late or partial delivery of goods/provision of services.

20.5 If any documents are being prepared by the Purchaser to enable the Supplier to carry out the Purchase Order, it is the responsibility of the Supplier to request these documents in due time.

20.6 In the event of non-performance or underperformance of Services or of non-delivery of the whole or any part of the Goods within the period stated in the Purchase Order or, if no period is stated, within three months, the Purchaser shall have the right by its sole discretion (i) to reject all or any part of a delivery of defective or non-conforming Goods and demand delivery of conforming Goods (rejected Goods shall be

shipped at Supplier's cost); (ii) to accept all or part of the defective or non-conforming Goods at an equitable price reduction (iii) to stop all payments immediately, without prior notice until all defaults of non-performance or underperformance of Services or of non-delivery of the whole or any part of the Goods are remedied by Supplier, or (iv) to cancel the Purchase Order or the part then not delivered or not performed without prejudice to any claim which the Purchaser may have arising out of such non-delivery or non-performance or otherwise and shall be entitled to get reimbursed for any amount paid but not delivered or performed.

20.7 The Purchaser is entitled to cancel any undelivered or non-performed part of the Purchase Order by notice given to the Supplier in writing, by fax or email, if the Supplier makes any assignment for the benefit of creditors or if a receiver or administrator is appointed in respect of all or substantially all of the Supplier's property or if the Supplier becomes insolvent or goes into liquidation.

21. Sustainability

21.1 While performing the contract, the Supplier must adhere to the occupational health, safety and environmental protection requirements as specified in the Purchaser's Purchase Order and as required by international laws.

21.2 The Supplier must ensure that hazardous goods have prominent and suitable warnings on all containers, packages and documents and such markings shall comply with statutory requirements.

22. Shipping and packaging

22.1 Unless agreed otherwise the delivery shall be accompanied by two copies of the delivery note, the packing list, certificate of analysis, material safety data sheets, technical data sheets, certificate of origin, cleaning and inspection certificates according to the agreed specifications and all their necessary documents. The following details must be given in all shipping documents and – for packaged goods – on the outer packaging too: Purchase Order number, gross and net weight, production date as well as Place of Destination (unloading point).

22.2 Deliveries shall be made as specified on the Purchase Order without charge for packaging or storage unless otherwise agreed in writing by the Purchaser. Goods shall be suitably packed to secure the lowest transportation costs and in accordance with the requirements of the carriers. Supplier shall use the carrier(s) selected by the Purchaser if the Purchaser so requests. Purchaser's Purchase Order number must be plainly marked on all packages, bills of lading and shipping orders. Purchaser's count or weight shall be conclusive. Supplier shall not ship in advance of schedule or make partial shipment unless otherwise agreed in writing by the Purchaser.

22.3 For third country imports, the shipping documents must specify whether the goods are being delivered duty paid or duty unpaid. If the Goods are delivered duty unpaid, the Supplier must submit the following customs documents to the Purchaser: Dispatch documents, shipping documents, customs or commercial invoice, preference documents (such as EUR.1), proof/certificate of origin and – if applicable – additional documents that are necessary for customs clearance and that show compliance with the invoicing or letter of credit instructions. The Supplier should ensure that all information necessary for a customs advance notification procedure is complete, correct and available in a timely manner. In case the shipment of the goods requires a special license in the country of the Purchaser for clearance purposes, the Supplier shall postpone the shipment until he receives express written notification from the Purchaser authorizing the shipment.

22.4 The Supplier shall notify the Purchaser in detail and in writing about any possible obligation to obtain a permit for (re)exports according to the respective national export and customs regulations, as well as the export and customs regulations of the country of origin of the goods and services.

22.5 The Supplier shall uphold the Purchaser's interests during the delivery. Goods must be packed in a way so as to avoid damage during transport. The Supplier is liable for any damage incurred due to improper packaging. Upon the Purchaser's request the Supplier shall collect any accumulated outer packaging, transport and sales packaging from the

Place of Destination following delivery and dispose of it or having this done by a third party.

22.6 The Supplier shall package, label and ship hazardous products according to the applicable national and international laws and regulations. The Supplier shall in particular provide the Purchaser with a safety data sheet in English or the national language of the recipient country.

23. Storage of documents and support during reviews

The Purchaser has the right to view and make copies or duplicate for its own purposes all documents in connection with the delivery of goods or provision of services during business. This right remains valid for the statutory safekeeping period-at least five years starting from the date of acceptance of the delivery. The Supplier is obliged to provide assistance with reviews. To the extent to which these documents contain confidential information about the Supplier such as Purchaser internal calculations, agreements or confidential information about business partners and/or employees, the Purchaser's viewing rights shall be barred.

24. Publicity ban, severability clause, applicable law, and place of jurisdiction

24.1 The Supplier may only refer to or publicly disclose otherwise its business relationship with the Purchaser with the prior written consent of the Purchaser.

24.2 The invalidity or unenforceability of any provision or part of a provision of the Contract shall not affect the validity of the entire Contract.

24.3 The Contract shall be construed and be subject to the laws of the country in which the Purchaser is located. Any dispute in connection with the Purchase Order shall be heard, at the Purchaser's option, at the court having jurisdiction over the Purchaser's place of business or the Supplier's place of business or any other court requested by the Purchaser.

25. Authentic Text

These terms and conditions might be available in different languages. In the event of inconsistency between the text in different languages, the English version shall prevail.