

## Conditions of Purchase of Uhde Inventa-Fischer AG in inter-company commerce

### Preamble - Code of Conduct

CONTRACTOR's business activities are governed by a set of commitments, values and ethics which are expressed in the ThyssenKrupp Code of Conduct. Similarly we expect from our business partners including but not limited to suppliers to share the commitments, values and ethics expressed in the ThyssenKrupp Code of Conduct. The ThyssenKrupp Group of Companies has taken the chance to express the governing commitments, values and ethics applicable to its suppliers in the ThyssenKrupp Supplier Code of Conduct ("TKSCOC") which can be found under

<http://www.thyssenkrupp.com/en/konzern/suppliercoc.html>.

SUBCONTRACTOR represents and covenants that it shall at all times during and/or in connection with the term of this SUBCONTRACT comply with the TKSCOC and the commitments, values and ethics expressed therein.

In the event that SUBCONTRACTOR violates the TKSCOC and/or the commitments, values and ethics expressed therein, such violation shall be considered a material breach of SUBCONTRACTOR'S obligations. Furthermore, SUBCONTRACTOR shall indemnify CONTRACTOR from any claim, damage, demand, etc. made, incurred, and/or raised against or by CONTRACTOR.

CONTRACTOR may at any reasonable time conduct or have conducted audits in order to investigate SUBCONTRACTOR'S compliance with the TKSCOC and/or the commitments, values and ethics expressed therein. SUBCONTRACTOR undertakes to fully cooperate with CONTRACTOR in this matter.

### I. Scope

The following General Conditions of Purchase are exclusively valid for all contractual statements, deliveries and services to us, also for future business transactions with suppliers, unless it has been otherwise specifically agreed in writing. General Business Terms of the Supplier will not be acknowledged without our written agreement, not even as an unconditional assumption.

### II. Contract Conclusion

1. Tenders from suppliers relating to our enquiries must comply with this or contain express references to any nonconformance. They are always free of charge for us.

2. Orders and instructions from us, as well as changes, additions and supplementary agreements to these, require two valid signatures in writing in order to render them effective. We consider ourselves bound to an order for 1 week. Within this period of time the supplier is obliged to determine his acceptance of the same and in the event of an affirmative answer to confirm the order by fax quoting our order number and the date of our written order. Non-conformances with the order or instruction must be clearly indicated. The use of our order for

reference or advertising purposes is not permitted without our written consent.

3. Delivery agreements, the alteration of and addition to which, require notification in writing.

4. Prior to implementation of the delivery we can request an alteration with regard to the delivery object, quantities and implementation of the delivery, if this is not unreasonable to the supplier. If this has repercussions on costs or delivery dates the parties will reach an appropriate arrangement.

5. Delivery notes, shipping notes, consignment notes and invoices - everything should be issued in duplicate - as well as the entire correspondence which relates to the obligations of the supplier, they must contain the identification reference stated in the order, in particular indicating the order number and date.

### III. Prices and Payment Terms

1. The prices stated in the order are binding and are each subject to the statutory VAT. They cover all additional services of the supplier, particularly packaging and delivery free to our premises or, that is to say, to the agreed delivery point, unless otherwise specifically agreed in writing. Additional costs should be separately identified in the invoices.

2. We pay invoices after the delivery date, delivery inclusive of documentation and test certificates and receipt of invoice, within 30 days net, within 14 days with 3% discount.

3. The supplier is only entitled to set-off and retention if his counter-claims are found to be indisputable or legally valid. A supplier's right to retention is limited to claims regarding the respective, concrete agreement. The transfer or settlement of claims made against us via a third party is out of the question.

### IV. Deliveries, Delivery Times, Transfer of Risk and Transfer of Property

1. Deliveries and services on our business premises are to be carried out in person, that is to say, by your own production. Partial deliveries or services, over- or under- delivery and the use of sub-suppliers are not permitted without our consent. Any such instances should always be clearly indicated.

2. The lead time stated in the order is counted from the day the order is placed and is binding. It is fulfilled on receipt of the goods by us or by the delivery point stated by us, with provision of services on the day they are performed. If the supplier realises that he will not be able to adhere to an agreed delivery date, he must inform us immediately with detailed reasons. If the circumstances for the endangerment of the deadline are the responsibility of the supplier, the supplier will compensate us for the additional expenditure/damages incurred by the

delay, also in the instance of unconditional acceptance of the delivery a fixed charge of 0.5% of the sum total of the contract for each week commenced, to a maximum of 5%, unless we prove a greater expenditure or greater damages or the supplier proves a lesser expenditure or damages. This amount should be stated in and deducted from the invoice; otherwise we are entitled to a settlement. Further legal claims remain unaffected.

3. If the supplier does not supply the goods or services within the lead time, we can grant the supplier an extension of 14 days. In this instance we are entitled, after the deadline has expired without success, to withdraw from the contract by means of written explanation and to request compensation. In this instance the compensation for each day amounts to 0.2 percent of the sum total of the contract, however totalling not more than 20 percent of the contractually agreed fee, for services calculated after expenditure 20 percent of services still not carried out, if we do not prove greater damage or the supplier does not prove lesser damage.

4. The risk is independent of the method of dispatch, in so far as we do not carry out the transportation ourselves, with handing over of the goods to us taking place at our business premises or at the agreed delivery point.

The property of the goods shall transfer to us with handing over of the goods to us taking place at our business premises or at the agreed delivery point. **V. Dispatch and Packaging**

1. Our dispatch requirements on the order are applicable. Notifications regarding larger consignments should be made in good time.

2. For every consignment of goods the supplier sends a dispatch note in duplicate to us as advance notification of the delivery to the delivery address. Complete dispatch documents and papers connected to the delivery must, in addition to a description of the items, state our order number, the order date, the quantities, as well as the method of packaging. Incorrect declarations on consignments will be the responsibility of the supplier.

#### **Proprietary Rights to articles of property made available to the supplier**

1. If we make articles of property available to the supplier, these articles of property remain in our sole and exclusive property, subject to processing or mixing such articles of property. Articles of property made available by us to the supplier serve exclusively as use for our order. Processing or mixing by suppliers will be carried out exclusively on our behalf. If an article of property made available by us is processed by the supplier, the new article of property belongs to us, if the value of the article of property made available by us is higher than the supplier's labour, otherwise it belongs to the supplier. A possible indemnisation shall be deemed as settled by the price set forth in the order. If the article of property made available by us is mixed, we acquire joint ownership of the new article of property based on the value of the article of property provided, which the supplier is keeping safe for us free of charge, in relation to the other processed objects at the time of use.

2. In the instance of violation on the part of the supplier with regard to his obligations arising from the reservation of proprietary rights, we

are entitled, after expiry of a reasonable extension period, to withdraw from the contract and to demand the return of the articles of property provided.

3. For the period of the reservation of proprietary rights the supplier is not entitled, without our prior written consent, to dispose of, pawn, transfer as security, rent or otherwise in any way surrender or change the articles of property provided, which is capable of putting our security at risk. If a third party takes possession of the articles of property, particularly to impound them or to assert an employer's security rights, the supplier must make the individual aware of the reservation of proprietary rights and inform us without delay. The costs for removal and possible replacement of the articles of property will be borne by the supplier.

#### **VII. Secrecy**

1. Information, drawings, models and production resources which the supplier receives from us, remain our sole and exclusive property and count as our business or company secrets. The supplier must keep these as secret also after completion of the contract and cannot – in so far as they are not required to fulfil the purpose of the contract – record them or make use of them or pass them on to a third party without our consent. This also applies to work carried out via data transmission and to products, which are manufactured in accordance with these documents. The supplier must also impose the relevant obligations on his co-workers or representatives.

2. Complete documents should be returned at our request or at the latest on completion of the contract at the supplier's cost and risk, with regard to storage of data on data carriers we require a guarantee that all data be irreversibly removed. In this respect a right of retention is always out of the question.

3. We reserve all rights to such documents and information, in particular to copyrights, as well as the right to register legal protection of industrial property in your name.

4. Products or tools manufactured by the supplier or Know How originating from the supplier, towards which our information or documents, particularly drawings, models and tools have directly or indirectly played a part, are to be used exclusively for deliveries and services to ourselves.

5. In each instance of violation of the obligations drawn up under clause VII. 1. to 4. above, the supplier is obliged to make a compensation payment fixed at 10.000 Euros, whereby we retain the right to prove greater damages, and the supplier to prove that no or lesser damage has resulted.

#### **VIII. Liability and Guarantee**

1. We examine delivered goods within a reasonable period for quality or quantity non-conformances. With regard to obvious quality or quantity non-conformances the censure is timely as long as it is communicated to the supplier within a period of 10 working days from delivery of the goods. With regard to the number of items, dimensions and weights, the results established by us on our examination of the

incoming goods will be decisive.

2. The supplier guarantees that his goods/services are free of third party rights and their use as stipulated in the contract does not intrude upon someone else's property rights. Excluded from this are the articles of property or documents that we provide. He guarantees the compliance of his goods / services with accompanying documentation.

3. The supplier guarantees the delivered goods from the point of transfer of risk in accordance with the legal requirements. In emergency cases we are entitled to sort out any non-conformances immediately with consent of the supplier at their expense. The right to compensation remains unaffected. If goods from more than three deliveries in one year do not conform, we are entitled in accordance with legal conditions to withdraw from further unfulfilled contracts and also in this respect to demand compensation for non-fulfilment.

4. The supplier supports us free of charge with the defence of complete claims regarding product or producer liability as well as in legal protection of industrial property and exempts us from these as well as from all costs in defence of such claims.

5. If an object delivered by the supplier as part of contractual agreement causes damage to a third party, the supplier exempts us from direct involvement, in so much as he has liability in accordance with legal or contractual conditions. The costs of legal action and any necessary recall action are included as part of the damage.

6. Suggestions and ideas made in relation to calculations, drawings or other documents submitted by the supplier are not requirements on our part and do not alter the sole responsibility of the supplier for his services and deliveries, in particular with relation to their completeness and correctness. This also applies, as long as we raise no objections; we are not obligated to an examination.

7. Claims from the supplier for compensation are out of the question, unless it relates to damage by way of a fatal or physical injury or damage to the health of an individual, which we must represent, or to other types of damage, which are a result of gross or intentional negligence of duty on our part, concerning our legal representatives or henchmen.

## **IX. Place of Contractual Fulfilment, Court of Jurisdiction, Governing Law**

1. Swiss Law is exclusively applicable with the disqualification of the private international law and laws relating to the international purchase of moveable objects, even if the supplier's premises are located abroad.

2. The place of contractual fulfilment and court of jurisdiction, also for exchange liabilities, is our business premises. We are however entitled by choice to assert claims against the supplier on his business premises.

## **X. Other**

1. Transference of Rights and Obligations of the Suppliers from the contract concluded with us require our written consent to render them

effective.

2. If a regulation is or becomes invalid, the validity of the other regulations remains unaffected by this.