

## General Purchasing Terms and Conditions (AEB)

(as at June 10, 2005)

- 1. Exclusive applicability of our General Purchasing Terms and Conditions; supplementary applicability of the law**

The following General Purchasing Terms and Conditions shall be exclusively binding for our orders unless otherwise agreed. General sales and delivery terms and conditions of suppliers shall not be binding even if we have not expressly rejected them. The legal regulations of the Federal Republic of Germany shall also apply in addition to our General Purchasing Terms and Conditions.
- 2. Binding nature of orders and agreements; statutory value-added tax**

Orders and agreements shall only be binding if they have been issued or confirmed by us in writing. All prices stated in the order are subject to value-added tax at the statutory rate.
- 3. Order confirmations**

Order confirmations must include the exact prices, the delivery time and, if applicable, all details not included in our order.
- 4. Contents of our order; doubts**

We shall specify the contract work exactly on the basis of the precise possible information on quality and dimensions, etc.. If the supplier has doubts about details of the contract work, he/it shall contact us immediately. Deviations from our specifications shall only be permitted if they have been approved by us in writing.
- 5. Delivery dates and legal consequences of delivery delays**

Agreed delivery dates shall be binding, with the exception of cases of force majeure. Delivery dates shall commence on the date of the order. If the supplier is in delay with his/its delivery, we shall, at our option and in line with the relevant legal regulations, be entitled to an additional delivery and compensation for delayed delivery or compensation instead of performance and to withdraw from the contract. Delivery delays recognized by the supplier shall be notified to us immediately.
- 6. Defects and warranty**

Defect claims shall be governed by the relevant legal regulations. In the event of replacement deliveries or defect rectifications, the warranty period for replaced components shall recommence. As a result of acceptance or approval of submitted drawings, we shall not waive our warranty entitlements. Our examination obligation shall in each case only commence when the delivered goods have arrived in our works and when an orderly and proper despatch notification has been received.
- 7. Third party industrial property rights**

The supplier shall be responsible for ensuring that third party industrial property rights (e.g. patents, patent applications, design patents, utility models, registered designs and copyrights) as well as operating and business secrets of third parties are not infringed as a result of the use of the contract goods.
- 8. Requirements with regard to delivered goods**

Delivered goods shall - even if purpose-built goods are involved - comply with the latest state of the art and the relevant legal and employers' liability insurance fund and other relevant safety, accident prevention, environmental protection and health and safety rules and regulations.
- 9. Order execution in line with DIN standards**

Unless otherwise agreed, orders for materials or parts and elements of machinery and equipment shall be executed in accordance with German Industry Standards (DIN).
- 10. Despatch, invoicing and payment**

A timely performance of the contract by us, especially payment remittances, presupposes that we receive the requested despatch notifications and invoices without delay. Unless otherwise agreed, consignments for which delivery has not been agreed with all costs paid to the place of receipt or place of consignment are to be despatched in the most economical way. Premiums for transport and breakage insurance may only be charged to us if this has been expressly agreed. Payments shall be made subject to recognition and acceptance of the contractual performance.
- 11. Secrecy and confidentiality**

The supplier shall treat all experiences, knowledge and documents relating to our Company from which it acquires knowledge in connection with the order shall be treated in strict confidence vis-à-vis third parties. Drawings may not be copied without our approval, nor may they be used in any other way. The production of items on the strength of our drawings outside the scope of an order issued by us is not permitted, not even for the internal purposes of the supplier.
- 12. Property**

If the supplier receives drawings of special technical instructions from us for the production of goods, the aforesaid goods, including all components and materials used therein, shall remain our property upon the commencement of production (or use of the components) and shall be held in safe custody by the supplier until they are sent to us. Such items may not be made available to third parties without our written consent, nor may they be sent to third parties.
- 13. Compliance with regulations when working in our Company**

If authorized representatives of suppliers work in our Company for the execution of an order, the suppliers in question shall ensure that the aforesaid persons comply with the relevant statutory, trade association and internal accident prevention regulations - especially those of the chemical industry - and recognized safety and health rules and regulations as well as our general and specific internal rules and regulations, especially those relating to the ban on smoking and alcohol. Our building site and assembly rules and regulations constitute an additional component of these General Terms and Conditions of Purchase (AEB).
- 14. Liability limitation with regard to the storage of third party goods**

If we take receipt of third party goods which are located on our premises in connection with the execution of orders, we shall only be liable for wilful intent and gross negligence if the goods are lost or damaged.
- 15. Ban on advertising statements**

Any mention of our company name in business letters, customer lists, advertising material and any other publications for advertising purposes shall only be permitted with our prior written consent.
- 16. Assignment ban**

Rights and obligations arising from the order and its execution may only be assigned with our written consent unless delivery by contractors is customary within the trade.
- 17. Establishment of commercial contract clauses in accordance with INCOTERMS**

Customary expressions within the trade such as fob and cif, etc., shall apply in accordance with the INCOTERMS of the International Chamber of Commerce in the version in force when the contract was signed.
- 18. Data processing**

With the acceptance of the order, the supplier thereby confirms its agreement for the processing of personal data relating to the business relationship in the research centers of our Group in Germany and abroad.
- 19. Co-ordinator**

The co-ordinator specified in the order is responsible for the execution of orders in our works in accordance with BGV A 1, § 6, para. 1. His deputy is to be requested in the event of the co-ordinator's indisposition.
- 20. Place of performance and payment; legal venue**

The place of performance for the contract performance is the place of consignment specified by us. The place of payment and exclusive legal venue is Obernburg.

### Please note:

The ORDER NUMBER has to be stated on all communications, despatch notifications and invoices. An immediate notification of despatch is to be sent for all deliveries with details of the number of units and weight.

### Each delivery to be charged upon dispatch.

Incomplete invoices will be returned. The relevant date for payments is the date of receipt of an orderly and proper invoice. For construction orders, the terms and conditions shall be relevant as set out in the respective performance specification.