



General Purchasing Terms of KLEBCHEMIE M. G. Becker GmbH & Co. KG

1. Scope of application

These General Terms and Conditions of Purchase are an integral part of contracts for the supply of goods and services between the supplier (hereinafter referred to as "Supplier") and KLEBCHEMIE M. G. Becker GmbH & Co. KG and its affiliates (hereinafter referred to as "Purchaser"). If the Supplier has accepted these General Terms and Conditions of Purchase, they shall also apply to future contracts with it. They shall also be deemed to have been accepted without express confirmation when an order is accepted or is executed, including in part. They shall also apply if the Purchaser accepts goods unconditionally knowing of contradictory terms of the Supplier deviating from these Terms and Conditions of Purchase. Order confirmations, agreements or terms of business of the Supplier which vary or supplement these Terms and Conditions shall require the express written agreement of the Purchaser in order to be effective, they shall not be deemed incorporated into the Parties' contract even if the Purchaser does not expressly object to them.

2. Offers, Orders

- 2.1 An offer must be made free of charge and without obligation. It does not give rise to any obligations on the part of the Purchaser. It must be given at least in "text form" (i.e. written or electronic form) pursuant to § 126b German Civil Code (Bürgerliches Gesetzbuch or "BGB"), unless otherwise agreed. The Supplier shall explicitly point out any deviations from the Purchaser's inquiry in its offer and additionally offer the Purchaser alternatives which are technically or economically more favorable relative to the inquiry.
- 2.2 Orders shall be placed at least in "text form" pursuant to § 126b BGB. Oral agreements reached in meetings and telephone agreements shall require confirmation by the Purchaser in "text form".
- 2.3 Each order must be confirmed by the Supplier at least in "text form", indicating the order number of the Purchaser. If confirmation is not given within fourteen days after the order has been placed, the Purchaser shall no longer be bound by the order. By confirming the order, drawings and other documents enclosed with the order form an integral part of the contract. The order number of the Purchaser is to be indicated throughout the correspondence, in all invoices and all shipping documents. The same applies to the date of the order and, if available, to the item number.
- 2.4 The Purchaser reserves all proprietary rights and copyrights in orders, drawings, calculations and other documents on which a purchase order is based. Such documents may not be provided or disclosed to third parties without the express written consent of the Purchaser. They are to be used exclusively for production based on the order; after processing the order, they shall be returned to the Purchaser without request. They must be kept confidential.

3. Notice obligation (especially with regard to continuing business relationship, framework agreements and long-term contractual arrangements)

Any changes in respect of

- the specifications / technical data sheet
- composition of the product
- manufacturing processes and, if applicable, manufacturer
- trade name or packaging
- the safety data sheet

by the Supplier must be communicated to the Purchaser as soon as possible, but at least 6 months before the change takes effect, with reference to the amendments, in writing to obtain approval for the change. The Supplier must likewise give written notice of intended discontinuation of production as early as possible, but at least 12 months in advance.

4. Quality management

Supplier must provide a quality management system, e.g. according to DIN ISO 9001 and / or DIN ISO 14001. After consulting with the Supplier, the Purchaser is entitled to check the Supplier's system by way of an audit. The Purchaser points out that in the procurement of energy-relevant services or goods, the evaluation of suppliers is partly based on their energy-related performance. Non-existent or inadequate quality management or a change in energy-related services could lead to a downgrade in the supplier assessment or to de-listing.

5. Subcontractor

The engagement of subcontractors shall require the prior written consent of the Purchaser. The Supplier must impose all obligations on subcontractors in writing with regard to the tasks undertaken by them and ensure their compliance with all obligations owed by the Supplier to the Purchaser. On request the Supplier shall furnish evidence thereof to the Purchaser.

6. Drawings and documents / confidentiality

- 6.1 Drawings and documents, in particular those required by the Purchaser for the erection, operation, maintenance or repair of the delivery or service, shall be provided free of charge by the Supplier promptly and without request. They are the property of the Purchaser, so may not be passed or otherwise made accessible to third parties and may be provided to third parties only with prior written consent.
- 6.2 The parties to the contract undertake to treat as confidential business secrets all commercial technical details disclosed to them in the course of the business relationship. The Supplier must impose equivalent obligations on any subcontractor and third parties engaged by it.

7. Delivery times

- 7.1 The delivery time stated in the order is binding. In the case of short-time work, business interruptions and other cases of downtimes which prevent the Purchaser from accepting the delivery and services without any fault on its part, the contracting parties shall agree on a suitable substitute date.
- 7.2 Unless otherwise agreed, the delivery period shall begin to run from the date of the order. As soon as the Supplier is able to discern that, under certain circumstances, it will be unable to execute an order in full or in part, irrespective of the causes of the delay, it must promptly notify the Purchaser in writing, stating the reasons and the anticipated duration of the delay. If this notice is given in good time, the Purchaser shall grant the Supplier a reasonable time for delivery. If the Supplier fails to give notice in due time, it cannot claim impossibility of performance vis-à-vis the Purchaser. In such case, the Purchaser shall also be entitled to withdraw from the contract, in whole or in part, without notice, even if the delayed delivery is outside the Supplier's control. Otherwise, the statutory provisions apply. In no case shall partial deliveries previously made be deemed to constitute an independent transaction.

8. REACH and CLP

- 8.1 In addition, the Supplier is responsible for ensuring that the goods comply with the provisions of Regulation (EC) No 1907/2006 ("REACH Regulation"), as amended, for the registration, evaluation, authorization and restriction of chemicals, as amended. In particular, the substances contained in the goods are pre-registered or registered, as required under the provisions of the REACH Regulation.

In accordance with the provisions of the REACH regulation, the Supplier shall provide the Purchaser unsolicited with safety data sheets and additional necessary information. In particular, restrictions and / or prohibitions on substances or uses and possible contents of substances on the candidate list (SVHC) must be observed and communicated. The information must be sent to msds@kleiberit.com.

Substances in Annex XIV are not included in the products supplied, or are only used if permission to use these substances in adhesives and coatings has been applied for and granted.

- 8.2 The Supplier shall continuously monitor the publication and updating of the so-called list of substances of very high concern ("SVHC") of the European Chemicals Agency ECHA (see <http://www.echa.europa.eu/web/guest/candidate-list-table>) and inform the Purchaser immediately if the goods delivered contain SVHC > 0.1% by weight or contain substances subject to a restriction according to Annex XVII. The indication that the delivered goods contain SVHCs > 0.1% by weight shall include the name of the substance and the weight fraction of the substance. The presence of SVHC < 0.1% by weight does not have to be indicated. If the goods supplied are chemical raw materials, the information on the safety data sheet can be communicated and addressed to the Purchaser at msds@kleiberit.com.

- 8.3 If the Supplier has breached its obligations under paragraphs 7.1 or 7.2, the Purchaser shall be entitled to withdraw from the contract if the delivered goods of the Supplier do not comply or no longer comply with legal requirements. Any additional claims for damages shall remain unaffected thereby.

- 8.4 If a claim is made against the Purchaser by a third party who has purchased goods delivered because the delivered goods do not comply with the requirements of the REACH Regulation, the Supplier shall be obliged to indemnify the Purchaser against such claims upon the Purchaser's first written request where the claim is based on a breach of the Supplier's obligations under secs. 7.1 to 7.2. The Supplier's obligation to indemnify relates to all costs necessarily incurred by the Purchaser arising out of or in connection with the claim by the third party, in particular also to legal defense and administrative costs as well as all costs of procuring necessary replacements.

9. Information on hazardous substances and product information

The goods or services shall be marked in accordance with the regulations of the Dangerous Goods Regulations and the EC / EU directives for hazardous substances / preparations, as amended. Chemical raw materials shall be classified, labeled and packaged in accordance with Regulation (EC) No 1272/2008 ("CLP Regulation").

The Supplier undertakes to provide the Purchaser with all necessary product information, in particular on composition and durability, e.g. safety data sheets, processing instructions, labeling instructions, assembly instructions, work safety measures, etc., including any changes thereto in good time before delivery / performance.

The Supplier shall ensure that the goods or services do not contain "conflict minerals" as set out at section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) as amended. The Supplier shall provide the Purchaser, upon request, with information on the origin of the substances and / or compounds concerned.

10. Packaging and shipping

- 10.1 The packaging of all goods must be done in such a way that transportation damage is avoided. If the packaging is charged separately, the costs for this must be stated separately in the offer and invoice. The costs must be calculated at cost price.
- 10.2 Shipping shall be undertaken according to the specifications of the Purchaser. If the shipping conditions and the unloading point are not agreed separately, then CP INCOTERMS® 2010 76356 Weingarten / Baden, Max-Becker-Str. 4 shall apply. If the Supplier fails to comply with these specifications, it shall bear the resulting costs.
- 10.3 The Supplier shall be liable to the Purchaser for the correct labelling/identification of all goods subject to identification/labelling requirements. Identification shall also be made in order confirmations and all dispatch documents.

- 10.4 The consignment note shall be attached to each consignment as accompanying document where the delivery is made by vehicle, forwarder or post office. In the case of goods delivered by rail, the delivery note must be sent by post on the day of dispatch. The exact order number of the Purchaser must be indicated on all shipping documents and delivery notes. Invoices are not deemed to be delivery notes.
- 10.5 The Purchaser is entitled to demand detailed dispatch notifications in triplicate separately for each consignment from the Supplier, irrespective of the type of dispatch or issue of invoice, at the latest on the day of the dispatch of the goods.

11. Transfer of risk

In all cases, risk will pass to the Purchaser only upon acceptance. The time and place of acceptance are determined according to the order. In the absence of a separate agreement, acceptance takes place within seven working days after the arrival of the goods at the agreed destination.

12. Weights / quantities

The Purchaser shall determine the weight on receipt and send notification of receipt confirming same. Without prejudice to further claims, in the event of deficiencies in weight the weight determined by the Purchaser in the notification of receipt shall apply unless the Supplier objects within three working days and proves that the weight calculated by it was correctly determined at the time of the passing of the risk by a generally accepted method. This also applies analogously to the quantities.

13. Liability for Defects

- 13.1 In all cases (even if the goods were previously transferred to the Purchaser's ownership or delivered to the freight forwarder, freight carrier or other agent of the Purchaser), the obligation to investigate and to remedy obvious deficiencies or differences in quantity shall begin only once the goods have been received at the Purchaser's premises and the proper dispatch notice is available. A complaint will be deemed raised in time if it is received by the Supplier within seven working days in the case of patent defects and within fourteen days after discovery of latent defects. Extended notice periods due to special agreements remain unaffected.
- 13.2 The limitations period on claims for a specific defect shall be deemed suspended upon notification of a defect by the Purchaser until the defect has been rectified. However, such suspension shall end three months after receipt of the declaration that the defect is eliminated or that there is no defect.
- 13.3 The Supplier warrants its goods for a period of three years after acceptance, in the case of machines for the duration of 13,200 service hours, where applicable also following elimination of defects complained of including without timely notice of defect, that the goods are not subject to defects impairing or affecting use or operation and possess the characteristics required by the contract.
- 13.4 In particular, the Supplier shall also be liable for the performance and consumption figures given; this liability also extends to the parts supplied by the Supplier and its subcontractors.
- 13.5 The Supplier guarantees that its services and goods comply with the latest state of the art, the accident prevention and occupational safety regulations, the generally accepted safety and occupational medical regulations, as well as the agreed technical data and that the supply or service is not contrary to any export, import or customs law provision
- 13.6 If the goods or service are deficient or become defective during the limitation period, the Purchaser can, at its option, demand the removal of the defect within a reasonable period or the delivery of a defect-free item. The Purchaser shall be entitled to further claims and rights provided that it has set a reasonable deadline for the Supplier, unless a deadline was not necessary, taking into account the circumstances of the individual case. The Supplier must compensate the Purchaser for the damages resulting from a defective good where it does not prove that it is not responsible for this. If the Supplier fails to meet a reasonable deadline set for it without replacing or remedying the defect, the Purchaser may - without prejudice to all other claims for damages and withdrawal and price reduction rights - remedy the deficiencies itself or appoint a third party to do so. The Purchaser is entitled to set off the costs necessary to remove the defect.
- 13.7 If the goods or service are deficient or become defective during the limitation period, the Purchaser can, at its option, demand the removal of the defect within a reasonable period or the delivery of a defect-free item. The Purchaser shall be entitled to further claims and rights provided that it has set a reasonable deadline for the Supplier, unless claim rights - remedy the deficiencies itself or appoint a third party to do so. The Purchaser is entitled to set off the costs necessary to remove the defect.
- 13.8 The Supplier shall be liable for new goods or rectification work to the same extent as for the original goods or services; for new goods, the limitation period commences again upon delivery.
- 13.9 The Supplier shall be liable for the duration of ten years from delivery of the goods or service that the delivery, contractual use and the operation of the goods supplied and services shall not infringe patents or other proprietary rights of third parties. The Supplier shall indemnify the Purchaser against all claims by third parties which are made against the Purchaser due to infringements of such proprietary rights. On delivery of a copyright protected supply, the Purchaser shall receive from the Supplier a simple, unrestricted right of use in all types of use.
- 13.10 The Supplier shall indemnify the Purchaser against all claims of third parties based on producer's liability under the German Product Liability Act (Produkthaftungsgesetz), infringement of patents or other proprietary rights of third parties insofar as the Supplier is responsible for the error giving rise to liability.

14. Access and vehicular access to the Supplier's premises

When entering and travelling on the premises of the Purchaser, the Supplier must comply with the instructions of the Purchaser's technical personnel. In addition, the Supplier must inform itself regarding the respective factory regulations (for example, safety regulations) and comply with them. If the Supplier provides services on the Purchaser's site, it must notify the start and the scope of the work as well as the timing of such work. For materials (substances, preparations) and objects (technical devices, empty packaging, goods, other parts) which, due to their nature, property or condition, may pose a threat to the life and health of humans, the environment and property, and which must therefore on the basis of regulations be subject to special treatment in respect of packaging, transport, storage, handling and demarcation, the Supplier shall provide the Purchaser with a complete safety data sheet in accordance with sec. 14 of the Hazardous Substances Ordinance and a relevant accident notice sheet (transport). In the event of changes to the materials or the legal situation, the Supplier shall supply updated data and notices. The Supplier shall ensure the observance of these regulations by its personnel or by third parties engaged by it.

15. Invoices, terms of payment

- 15.1 Unless agreed otherwise, invoices shall be sent to the Purchaser in duplicate separately for each order at least in "text form" in accordance with § 126b BGB. They may not be attached to the consignments. Partial goods / services shall be indicated as such in the invoice. Invoices are to be provided with the order number indicated in the order in accordance with the specifications in the order and sent to the responsible office of the Purchaser; the Supplier shall be responsible for all consequences resulting from non-compliance with this obligation.
- 15.2 Payment shall be made in accordance with the agreed terms of payment. Where the Purchaser raises objections in respect of the goods / service, it is legally entitled to assert the defense of non-performance and a right of retention.
- 15.3 The Supplier may assign its claims against the Purchaser - without prejudice to its right to assignment within the framework of § 354a German Commercial Code (Handelsgesetzbuch or "HGB") - only with the prior consent of the Purchaser. The Purchaser may not refuse consent without good cause. If the Supplier assigns contrary to the terms of this provision, the Purchaser shall, at its discretion, be entitled to pay the Supplier or the third party.

16. Technical capital equipment

When ordering technical capital equipment, the Purchaser is entitled to monitor the execution of the order at the premises of the Supplier and its suppliers at any time. The equipment, resources and services required for the test shall be provided by the Supplier free of charge. Such monitoring does not release the Supplier from the contractual obligations and performance obligations entered into and does not deprive the Purchaser of the right to raise any defects found subsequently. If the Supplier does not produce the goods or services mainly within its own business, it must immediately notify the Purchaser of this before the start of production and obtain Purchaser's consent.

17. Compliance with the provisions of the German Minimum Wage Act (Mindestlohngesetz or "MiLoG")

The Supplier warrants that payment of the statutory minimum wage is ensured by it or its subcontractor or service provider, within the meaning of the MiLoG. Upon request, the Supplier shall submit the relevant evidence thereof to the Purchaser without undue delay. The Purchaser shall also be given the opportunity to carry out checks at any time on a sample basis and to perform its own checks of the Supplier's compliance with the minimum wage provisions.

18. Compliance

The Supplier shall ensure that the supplies and services for which it is responsible comply with the law and regulations. The Supplier shall undertake no actions or do anything which could lead to criminal liability for fraud and breach of trust, insolvency, competition law offences, the granting of an advantage to or corruption of persons employed by the Purchaser or other third parties. Any breach of this provision shall give the Purchaser an extraordinary right to terminate or rescind all legal transactions with the Supplier and to terminate all negotiations.

19. Final provisions - Applicable law - Jurisdiction

- 19.1 References to the business relationship with the Purchaser for the Seller's advertising may only be made with the written permission of the Purchaser.
- 19.2 If individual provisions of these terms of purchase or a contract based thereon are deemed invalid or incomplete, this shall not affect the validity of the remaining provisions. The parties hereto are obliged to agree on a new provision coming the closest to the purpose of the invalid or incomplete provision.
- 19.3 The place of performance for all obligations arising from these terms and conditions of purchase is exclusively Karlsruhe. Jurisdiction for all disputes arising from all current or future transactions, including bills of exchange or checks insofar as legally permissible, shall be vested in the courts of Karlsruhe, unless otherwise agreed. The Purchaser is also entitled to bring an action at the registered office of the Suppliers.
- 19.4 The relations between the Purchaser and the Supplier shall be exclusively governed by the law of the Federal Republic of Germany, but without any application of the provisions of the United Nations Convention on International Sales of Goods (CISG) and private international law.

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