

General Terms and Conditions for Purchasing, valid as of 1 May 2002

Only the following General Terms and Conditions for Purchasing shall be binding for our orders, provided no other agreements are made in writing; the suppliers' General Terms and Conditions of Sale and Delivery shall not be binding, even if we have not explicitly contradicted them. If we accept the delivery/goods and services without explicit contradiction, it shall not be derived from this fact that we have accepted their terms of delivery. In addition to our General Terms and Conditions for Purchasing, the legal requirements of the Federal Republic of Germany are inalienably in force.

1. Orders and agreements are only legally binding if they are given and /or confirmed to us in writing. Verbal orders or those made by phone require subsequent written confirmation in order for them to be legally valid. The same applies for additional agreements and amendments to the contract.

2. The acknowledgement of order must contain the exact prices, time of delivery and if necessary, all details not mentioned in the order. If the supplying company does not accept our order within 10 working days after receipt, we shall be entitled to withdraw.

3. We will give an exact description of the performance to be carried out according to the contract by giving as detailed information as possible on quality, measurements etc. If the supplier has any doubts about details concerning the contract performance, they shall contact us immediately. Deviations from our specifications are only permissible if they have been approved by us in writing.

4. The agreed delivery dates are, acts of God excluded, binding. The delivery time starts with the date of the order. In the case of verbal, telephone or telegraphic orders, their date is decisive. If the supplier falls behind with his performance, we shall be entitled to demand a subsequent delivery and compensation due to a delay in delivery, or instead of performance, compensation due to non-performance or to withdraw from the contract – according to our choice. The supplier shall immediately inform us about any anticipated delays in delivery. In case of delivery taking place sooner than agreed upon, we reserve the right to return the goods delivered at the supplier's expense. If the goods that have been delivered early remain with us, the supplier shall be responsible for any losses and damage relating to such goods, as well as in cases of ruin and destruction, in so far as this has not been caused by us, until the actual date of delivery. Storage costs for goods delivered too early can be charged to the contractor's account.

5. We shall be able to assert legal claims for any defects relating to the contract performance within a period of 24 months according to our choice. If the supplier falls behind with the process of removing any such defects at the end of an adequate deadline set by us, we shall be able to remove this defect ourselves or have it eliminated by a third party, and demand compensation for the necessary expenditure from the supplier. In the case of a replacement delivery or removal of defects, the warranty period for parts replaced starts once again. We shall not waive any warranty claims as a result of receipt or approval of drawings presented. Our duty of inspection shall definitely only start, when the delivery item has arrived in our works and an advice of dispatch in proper form is in hand.

6. The supplier shall be responsible for the fact that, when putting the contract performance into use, the trademark rights of third parties (e.g. patents, patent applications, registered designs, registered tastes, copyrights), as well as business and company secrets of third parties are not infringed.

7. The supplier shall guarantee and assure that all deliveries/performance – even if it concerns a custom-built product – are in line with the latest scientific research and technology, as well as the relevant legal requirements and guidelines of authorities and professional/trade associations having liability for industrial safety and insurance. If, in individual cases, deviations from these requirements are necessary, the supplier has to obtain our written approval. Their obligation of warranty is not restricted by this requirement. If the supplier has doubts about the kind of execution we request, they shall inform us immediately in writing.

8. Orders relating to materials as well as parts and/or elements of machines and plants shall be executed in accordance with German Industrial Norms (DIN), unless otherwise agreed.

9. Taking the valid legal grounds into account, the supplier must include the following in the delivery of ordered products, machines, equipment and plants:
- CE labelling
- CE declaration of conformity

- operating instructions
- technical documentation

Fulfilling the terms and conditions is part of the sales contract. If they are not fulfilled, the performance has not been carried out in accordance with the regulations. We reserve the right to claim for damages in the case of any consequences resulting from this.

10. For the punctual fulfilment of the contract by us, especially the settlement of payments, it is required that the necessary notes of dispatch and invoices are immediately sent to us.

Consignments, for which delivery free works of receipt or free destination have been agreed, are to be dispatched in the cheapest way possible, unless otherwise determined. Premiums for transport and breakage insurances shall only be charged to our account if this has been explicitly agreed.

Payments shall be effected subject to recognition of a performance according to contract.

11. The supplier has to treat all experiences, knowledge and documents relating to our company, of which they gain knowledge in connection with the order, in strict confidence as far as third parties is concerned. Drawings may neither be copied without our permission nor used in any other way. The manufacture of items on the basis of our drawings outside an order submitted is not permissible, not even for the supplier's own purposes.

12. If the supplier receives drawings from us or special technical instructions for the manufacture of items, these items including all parts and materials relating to such items will become our property at the beginning of production and/or installation of the parts, which shall be kept safe by the suppliers until handed over to us. Such items may not be made accessible or sold to third parties without our written permission.

13. If representatives of suppliers should take up work as part of the execution process of the order, the supplier has to urge these persons to observe the legal accident prevention regulations in accordance with the company and the professional association – especially the chemical industry – and the recognised regulations relating to safety and occupational medicine and health care, as well as our general and special company orders – in particular the ban on smoking and alcohol. Our building site rules are an additional component of these General Terms and Conditions for Purchasing for orders regarding building and assembly.

14. If we take external property, which is in our company in connection with the execution of orders, into safe keeping, our liability in cases of loss and damage shall only be for intention or gross negligence.

15. Mentioning our company name for advertising purposes in business correspondence, customer lists, advertising brochures and other publications are only permitted with our prior written agreement.

16. Rights and duties arising from the order as well as its execution are only transferable with our written approval, unless supply by a sub-supplier is standard business practice.

17. Standard commercial phrases such as FOB, CIF, are valid in accordance with the INCOTERMS of the International Chamber of Commerce in the version current at the time of completion of contract.

18. Data processing
With acceptance of the order, the supplier gives us his approval to process any data relating to persons occurring in connection with the business dealings in the computer centres of our group of companies at home and abroad.

19. The co-ordinator named in the order is responsible for the execution of orders in our company in accordance with VBG 1, §6, section 1 and 2. If this person is unable to act, his or her representative should be ascertained.

20. The place of performance for the contract performance is the place we determine. Wuppertal shall be the place of payment and exclusive place of jurisdiction.

Please note:

Please state the ORDER NUMBER on all letters, notes of dispatch and invoices. A NOTE OF DISPATCH according to number of units and weight must be issued immediately in duplicate for all consignments.

Settling each delivery on dispatch.

We must return invoices that are handed in imperfectly. The key date for payment is the date of receipt of invoices in proper form. In addition, the special terms and conditions listed in the respective index of performance are decisive for works contracts.