General Terms and Conditions of Purchase of CG Group GmbH

I. Validity
1. These General Terms and Conditions of Purchase shall apply to all - including future - orders for goods, services and commercials work of the processing of orders, quotations, offers and tenders made by CG Group GmbH ("CG Group"). We do not recognize any terms and conditions of the Supplier that conflict with or deviate from these Terms and Conditions of Purchase, unless otherwise stipulated in their Terms and Conditions of Purchase or in the contract with the Supplier. If we accept the goods without a specific objection, it may not be inferred from this, under any circum-
sations, that we have accepted the contract. Any reservations of the external condition vis-à-vis the naked eye shall be deemed reasonable within the scope of the incoming inspection, but not examinations of the internal condition of the goods. Notifications of defects shall be deemed to be in time if they are received by the Supplier within ten days by letter, fax, e-mail or telephone. The period for notification of defects shall commence at the time at which we - or in the case of drop shipment our customers - have in our have should have discovered the defect.
2. If the goods have a material defect, we shall be entitled to statutory rights at our discretion. A remedy by the Supplier shall be deemed to have failed to have failed after the first unsuccessful attempt. We shall also have the right to withdraw from the contract if the relevant breach of duty by the Supplier is only insignificant. We may also claim compensation from the Supplier for these expenses in connection with a defect which we have to bear in relation to our customer if the defect was already present on transfer of the risk to us.
3. If the goods have a material defect, we shall be entitled to statutory rights at our discretion. A remedy by the Supplier shall be deemed to have failed to have failed after the first unsuccessful attempt. We shall also have the right to withdraw from the contract if the relevant breach of duty by the Supplier is only insignificant. We may also claim compensation from the Supplier for these expenses in connection with a defect which we have to bear in relation to our customer if the defect was already present on transfer of the risk to us.
4. The Supplier hereby assigns to us - on account of performance - all claims to which it entitlement against its suppliers on account of and in connection with the delivery of defective goods or goods lacking guaranteed properties. We shall hand over to us all documents required for the assertion of such claims.
5. The Supplier shall be responsible for all claims asserted by third parties, for personal injury or damage to property which are attributable to a defective product supplied by him, and shall be obliged to indemnify us against the liability resulting therefrom at all first request. If we are obliged to carry out a recall action or product warning to third parties due to a defect in a product supplied by the Supplier, then the Supplier shall bear all costs associated with the recall action or product warning, in particular also the costs of legal action and an appropriate clarification of the facts (in particular installation and renewal costs). We shall inform the Supplier of the content and scope of the recall measure to be carried out, no later than this is possible and reasonable, and give him the opportunity to comment.
6. The Supplier undertakes to name the respective manufacturer, importer or pre-supplier with regard to the contractual products delivered by us upon our request without undue delay, however, within 2 weeks at the latest, and to make available to us without undue delay any useful evidence for the defense against product liability claims of third parties, such as, in particular, manufacturing documents and documents indicating production and delivery batches and/or pro-
duction and delivery dates.
7. The Supplier warrants that no industrial property rights or trade secrets of third parties are infringed by products delivered by him. The Supplier shall be obliged to indemnify us against all claims made by third parties against us due to the infringement of industrial property rights or trade secrets, and to reimburse us for all necessary expenses in connection with this claim. The Supplier shall be obliged to keep this risk sufficiently insured and to provide us with proof thereof upon request.

X. Place of performance, place of jurisdiction and applicable law
1. The place of performance for the delivery and for the payment of the purchase price is, unless otherwise agreed, our registered office.
2. The place of jurisdiction for all disputes arising from and in connection with the Supplier's delivery shall be our reg-
istered office.
3. All legal relations between us and the Supplier shall be governed by German law in addition to these terms and conditions of purchase, unless otherwise provided by the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11.04.1980.

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VII. Declarations Concerning Originating Status
1. At our request, the Supplier shall provide us with a Supplier's declaration on the preferential or non-preferential origin of the goods.
2. In the event that the Supplier provides declarations on the preferential or non-preferential originating status of the goods stated, the following shall apply:
   a) The Supplier undertakes to enable the verification of proofs of origin by the customs ad-ministration and to provide before the delivery information required for this purpose and any confirmations that may be required.
   b) The Supplier shall be obliged to compensate for any damage caused by the fact that the declared origin is not recog-
nized by the competent authority as a result of incorrect certification or lack of possibility of verification, unless the Supplier is not responsible for these consequences.

VIII. Warranty, Quality, Compliance
1. The Supplier's products must comply with the Supplier's specifications available to us and, if applicable, with other written agreements. We must be notified of any deviations proactively and without a request being made before delivery. Delivery notes indicate that the delivery date and delivery time (if a delivery date is specified) is correct. These delivery notes provide formal evidence for the delivery dates. We shall be entitled to return the goods after notification of non-compliance with the regulations described above.
2. Where applicable, the Supplier shall maintain a quality assurance system, in accordance with DIN EN ISO 9001 or other standards. We shall be entitled to examine the system after notification.
3. The Supplier shall always be obliged to provide, without being requested to do so, all documents required for customs clearance. The Supplier shall inform us immediately, without being requested to do so, of any forthcoming changes or modifications to the goods.
4. The Supplier hereby indemnifies us against claims and demands of third parties due to noncompliance with the regulations described above.
5. The Supplier confirms that his business activities are in accordance with the legal, in particular statutory, regulations applicable to him as well as the contractual agreements made with us. The Supplier further confirms that it has taken sufficient organizational and legal measures in its company to ensure compliance with the requirements described in the preceding sentence at all times.
6. The Supplier hereby declares, in particular, that it is not prohibited from offering, granting or granting an advantage to an employee of ours or an agent of ours in return for giving unfair preference to the Supplier, or another third party, in the procurement of goods or services, which includes, among other things, offering, inviting, or providing benefits to the Supplier, or a third party's employee, in order to influence the Supplier's or a third party's decision-making or refraining from performing an act in the procurement of goods or services and thereby breachings its obligations to us. If the Supplier violates this prohibition, we may terminate the contract with immediate effect.

Managing Director: Philipp Klaas