General Terms and Conditions of Purchase

1. Scope of Application, Definitions

1.1 These General Terms and Conditions of Purchase ("Conditions of Purchase") of the ChemTrend group of companies (collectively, "we"; "us"; "our") shall apply exclusively to all purchase contracts, purchase orders and all agreements (collectively, "Contract(s)"") issued by us to the Supplier ("Supplier"), governing the purchase of (i) goods, material, equipment, raw material or other tangible assets (collectively, "Goods"), or (ii) services or work performances (collectively "Services"), and the delivery of Goods and Services ("Delivery"). Any terms, conditions or requirements set out by Supplier, especially if they conflict with or deviate from these Conditions of Purchase, will not be accepted and shall not bind us. These Conditions of Purchase shall also be exclusively valid even if we do not object to the incorporation of the Supplier's terms, conditions or requirements in a particular case or if, even in recognition of contrary or supplementary terms, conditions or requirements of Supplier, we accept Delivery and/or pay Supplier's invoice without reservation.

1.2 There are no oral side agreements to these Conditions of Purchase between the parties. Supplier agrees not to assign or delegate the performance of its duties hereunder without our prior written consent.

1.3 If any provision of these Conditions of Purchase is or becomes invalid or unenforceable, either in whole or part, the validity of the remaining provision or provisions shall not be affected. In such case, the invalid or unenforceable provision(s) shall be replaced by lawful provision(s) coming as close as possible to the purpose pursued by the invalid or unenforceable provision(s). The same shall apply in case of an omission.

2. Completion of Contract, Process

2.1 Contracts shall only be considered binding on us if they are in writing. Any modification, addition, or ancillary agreement before, at or after the acceptance of any Services, or any agreement to accept Delivery without written consent. The requirement of written form may only be waived in written form itself. Fax, email, or remote data transmissions shall be tantamount to written form only if they provide the laws of provision require another specific form for the validity and efficiency of a particular action.

2.2 Any deviation from, modification of or supplement to the Contract shall only be effective if explicitly and separately indicated as deviation, modification or supplement and expressed by us in writing. Supplier delivers to us with or without prior confirmation of the Contract, Supplier shall be deemed to have accepted the Contract as well as these Conditions of Purchase.

2.3 For the purpose of initiating Contracts, we will send a letter of inquiry (i.e., a request for quote) to Supplier. Upon receipt, Supplier is obliged to check such letter for any defects, deficiencies or misconceptions (e.g., requirements under product liability or environmental law, accident prevention requirements, technical standards, regulatory obligations, practicality in technical terms, etc.) and notify us in its offer accordingly and specify those product-related information without for us to receive fully written approval. Our final approval of samples comes no in the warranty or liability under a Contract.

2.4 The trade terms and conditions stated in line with the INCOTERMS issued by the International Chamber in Paris, 2020 edition.

2.5 All Goods are to be packaged and processed by Supplier according to the provisions of the specifications. In the event Supplier intends to deliver any new or changed Goods, Supplier, shall at our request, provide samples of such Goods to us prior to the Delivery. After approval of samples or purchase specifications, further alterations of the Goods themselves (e.g., material, function, appearance, etc.), their production methods or changes in process (e.g., manufacturing location, subcontractors, material suppliers, etc.) are not allowed without our express written approval. Our final approval of samples does in no way affect our rights under the Contract, these Conditions of Purchase or statutory law, as applicable.

3. Audit, Quality Assurance

3.1 Supplier shall, upon our request, prior to the start of a business relation with us participate in a qualification audit ("Audit"), which shall be executed by a consultant appointed on the proposal of Supplier. The Audit shall take place in accordance with DIN EN ISO 9001:2010 and its corresponding international standards. The Audit shall include a review of the qualification system set up by Supplier, the qualification of the technical and administrative personnel in regular intervals and promptly take action if any deviation has been detected. Supplier shall also implement an environmental management system according to ISO 14001 and if not yet implemented Supplier shall take all efforts to set up such environmental management system.

3.2 Supplier shall also be responsible for ensuring that anyreturned parts or finished products are suitably protected, marked, and identified so that they can be readily returned. We may return the parts or finished products to Supplier for inspection and possible return to Supplier at Supplier's expense.

3.3 Supplier is obliged to review and comply at all times with our quality system requirements as applicable from time to time that are being periodically updated, revised and amended by us, and which may be made available at our website R.O.CHEMTREND.COM or be published by us. Supplier may also be made accessible to Supplier as well as to comply with additional requirements upon which both parties mutually agree in writing.

4. Delivery, Dates of Delivery, Delivery Time

4.1 Supplier shall comply, in all respects, with our delivery and logistics requirements, as amended or updated from time to time and as incorporated by reference in these Conditions of Purchase. Time is of the essence, and Deliveries must be made both in quantities and at times specified in our delivery schedules. Supplier shall notify us in writing of any delays expected to last. If such notice is not received, the delivery schedule is binding upon Supplier.

4.2 If Supplier's acts or omissions result in or are likely to result in Supplier's inability to meet the delivery schedule and a more expeditious method (besides the method already specified in the Contract) is not possible, Supplier may defer delivery or substitute goods or services, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence, then any delay or failure to perform under the Contract but Supplier from such event or occurrence is not excused. We may delay such as long as such event or occurrence continues, provided, however, that the affected party gives written notice of such delay (including the anticipated duration of the delay) to the Supplier in writing. Supplier shall at its discretion defer, substitute, or otherwise defer and specify the relevant product information without further request no to Supplier.

4.3 Supplier is obliged to report to us any such excess quantities to Supplier at its expense. Payment applicable to Supplier or any of its subcontractors or suppliers will not Supplier's performance under the Contract (under theories of force majeure, commercial impracticability or otherwise), and Supplier assumes any delay or failure to perform by Supplier (including a force majeure event), we may (i) purchase substitute goods or services from other available sources, in which case the quantities of such substitute goods or services, without liability to Supplier, and/or (ii) have Supplier provide substitute goods or services from other available sources in quantities and at times we request and at the prices set forth in the Contract. If Supplier fails to provide adequate assurances that any delay will not exceed thirty (30) days within forty-eight (48) hours of our request for such assurances, or if any delay lasts more than thirty (30) days, we may terminate the Contract without any liability to Supplier whatsoever.

4.4 Unless otherwise agreed upon, Deliveries must be accompanied by a delivery note specifying the details as mutually agreed upon with Supplier. An initial sample test report must be furnished with first-time Deliveries.

4.5 On-site Deliveries are only permissible at previously agreed times.

4.6 An unreserved acceptance of delayed Deliveries does not imply a waiver from our right to claim damages based on such delay. Any additional legal or equitable rights will remain unaffected.

4.7 If not agreed otherwise each Delivery shall be performed according to DAP (Incoterms 2020).
5. Place of Performance, Packaging, Passage of Risks, Acquisition of Ownership
5.1 The place to which, according to the Contract, the Goods have to be delivered or the Service is to be performed is the place of performance. Place of performance for our payments is the registered office of our principal place of business (registered office) in the country from which the Contract is issued.
5.2 On Supplier’s risk and at Supplier’s cost and risk the delivery shall be properly packed and marked, “Delivery At Place”, to the address named in the Contract. If the Goods are to be delivered by our or a forwarding agent independently appointed by us we shall acquire ownership of the Goods on receipt at our premises.
5.3 On Supplier’s account and at Supplier’s risk the delivery shall be properly packed and marked, “Delivery At Place”, to the address named in the Contract. If the Goods are to be delivered by our or a forwarding agent independently appointed by us we shall acquire ownership of the Goods on receipt at our premises.

6. Prices, Invoicing, Conditions of Payment, Retention Rights, Assignments
6.1 Prices specified in the Contract are contract prices. Unless mutually agreed in writing, prices are DAP (INCOTERMS 2020) and include packaging and costs for the return transport of exchangeable and recyclable aspects, specify our Contract number, the content (kind and quantity) of the Contract, as well as special handling or storage requirements (flammability, toxicity, compatibility, etc.) of the delivered Goods. The risk of accidental perishing or accidental deterioration of delivery will pass to us on delivery or at the place of performance.
6.2 If Supplier is responsible for erection, assembly and/or provision of tools, the risk of accidental perishing or accidental deterioration of delivery will pass to us or a forwarding agent independently appointed by us at the place of performance or after final acceptance of the Delivery, whichever comes later, even if we have agreed to pay the freight charges.
6.3 With the passage of risk at the place of performance or with delivery to a forwarding agent independently appointed by us we shall acquire ownership of the Goods without reservation of any rights to the benefit of Supplier.
6.4 Any employees of Supplier or of a third party acting on behalf of Supplier, who, in delivering, installing, demonstrating or maintaining the Goods on our premises, do so at their own risk and must at all times comply with applicable safety rules and regulations and adhere to safety instructions of our staff. Any injuries to persons or damage to property caused by such employees in connection with this work will be at their own risk and will be borne by the Supplier.
6.5 Goods of Supplier on our premises, do so at their own risk and must at all times comply with applicable safety rules and regulations and adhere to safety instructions of our staff. The foregoing does in no way establish any employer’s managerial authority on our part with regard to such employees, nor does it confer any other responsibility on us with regard to the services to be performed by Supplier on our premises.

7. Warranty, Liability for Defects, Other Liability, Recourse
7.1 Supplier warrants and guarantees to us, our successors, assigns and customers, for the performance and delivery of the Goods or Supply covered by these Conditions of Purchase that (a) the Goods will be new, (b) be free from all liens, claims and encumbrances whatsoever, (c) conform to the then current release/revision level (based on date of release) furnished by Supplier or us, (d) conform to the then current release/revision level (based on date of release) furnished by Supplier or us, (e) be merchantable, (f) be of good material and workmanship, (g) be free from defect, (h) be selected, designed (to include all information and documentation that is required under applicable law to allow us to recover any losses, value added, or similar turnover taxes or charges.
7.2 In case Supplier is responsible for erection, assembly and/or provision of tools, the risk of accidental perishing or accidental deterioration of delivery will pass to us or a forwarding agent independently appointed by us at the place of performance or after final acceptance of the Delivery, whichever comes later, even if we have agreed to pay the freight charges.
7.3 With the passage of risk at the place of performance or with delivery to a forwarding agent independently appointed by us we shall acquire ownership of the Goods without reservation of any rights to the benefit of Supplier.
7.4 Unless stipulated otherwise in this Article 7, Supplier shall be liable according to the applicable legal provisions, in particular for the defect of the Goods. Where the defect is not remedied by Supplier, we are entitled to choose the type of subsequent performance to be executed, unless Supplier has a right to refuse the type of subsequent performance chosen by us under applicable law and exercises such right.
7.5 In case Supplier is responsible for erection, assembly and/or provision of tools, the risk of accidental perishing or accidental deterioration of delivery will pass to us or a forwarding agent independently appointed by us at the place of performance or after final acceptance of the Delivery, whichever comes later, even if we have agreed to pay the freight charges.
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8. Rights of Retention and Deferment
8.1 Supplier shall not be entitled to assign or otherwise dispose of its claims wholly or partly against us or our customer, without our prior written consent. Supplier is not entitled to set-off payments against counterclaims, unless such counterclaims are undisputed or subject to a legally binding court decision.
8.2 We shall be entitled to claim statutory setoff and retention rights.
support our defense in the event of administrative procedures against us due to Supplier's Goods including materials/substances used therein, and provide all reasonable information needed and/or requested by any authority and in our defense.

7.12 Supplier acknowledges and agrees that money damages will not be a sufficient remedy for any actual or threatened breach of the Contract by Supplier and that, in addition to all other rights and remedies that we may have, we will be entitled to specific performance and temporary or permanent injunctive relief in connection with any action to enforce the Contract, without any requirement of a bond or other security to be provided by us.

8. Product Liability, Recall, Insurance
8.1 Supplier assumes full responsibility for, indemnifies, defends and holds us harmless from and against any liabilities and third party claims arising out of the death of or injury to any person or damage to property, if and to the extent the causes for this lie in Supplier’s domain.

8.2 Notwithstanding the expiration of the warranty period set forth in Article 7.8, if we and/or the manufacturer of the vehicles (or other finished product) on which the Goods or Services, or any parts, components or systems incorporating the Goods or Services, are installed, voluntarily or pursuant to a government mandate, makes an offer to owners of such vehicles to provide remedial action to address a defect that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline (so-called “recall”), Supplier will nonetheless be liable for all costs and damages associated with the conduct of such recall to the extent that such recall is based upon a determination, by us or our customer (including, by use of statistical analysis or other sampling methodology) that the Goods or Services fail to conform to the warranties set forth in these Conditions of Purchase.

8.3 Supplier and Supplier's subcontractors must provide evidence in adequate form (e.g., certificate of insurance) to us, (1) verifying they have secured satisfactory insurance coverage as to (a) worker’s compensation; (b) commercial general liability (including products liability at a minimum of individual instance of liability - of EUR 5,000,000 or the equivalent in the currency of the country from which the Contract is issued; or some other amount mutually agreed upon in writing); (c) completed operations and contractual liability; (d) all risks property; and (e) liability and damages incurred in connection with automobile accidents (= comprehensive automobile insurance coverage) and (2) showing (a) the amount of coverage; (b) the policy number; (c) the date of expiration; and (d) the form of coverage, that we have been named as an additional insured. Supplier may only terminate or modify insurance coverage after having informed us in advance and having provided evidence of equivalent or greater coverage to us. However, in no way shall our claims be limited to the amount insured.

9. Confidentiality, Documentation, Data
9.1 Any information, formulations, drawings, models, tools, technical records, procedural methods, software as well as other technical, commercial or creative know-how made available by us or acquired by Supplier through us, and also all test results thus obtained ("Confidential Information") shall be maintained in secrecy by Supplier towards third parties, may be used in Supplier’s business exclusively for Deliveries to us, may not be used for Supplier’s own purposes or for any other purpose and be made available only to persons as need to Confidential Information in connection with the business relation and have therefore been obligated to maintain secrecy. This provision also extends beyond the duration of the contract relations so long as Supplier fails to prove that the Confidential Information was known to it already or was in the public domain at the time it was acquired or was made public later without its consent.

9.2. Supplier also has to maintain secrecy about the supply relationship to us and requires our prior written approval for indicating to third parties that Supplier is furnishing Goods to us.

9.3 Supplier is obliged to keep the documentation relating to Goods for at least fifteen (15) years after the date of Delivery and to provide such documentation to us upon our written request.

9.4 We are entitled to require, in connection with the business relation to Supplier for our own purposes, all documentation or any other data obtained in connection with the business relation to Supplier for our own purposes.

9.5 The parties reciprocally authorize the personal data treatment within the scope of the Contract in accordance with the applicable data protection law provisions.

10. Customs, Origin, Export Controls, Sanctions Compliance
10.1 Credits or benefits resulting or arising from the Contract, including trade credits, export credits or the refund of duties, taxes, or fees, will belong to us. Supplier will timely and accurately provide all information necessary (including written documentation and electronic transaction records) to permit us to receive such benefits or credits, as well as to fulfill its import and, where required by the Contract, export customs related obligations, origin marking, labeling requirements or similar requirements, if any. Supplier will undertake such arrangements as necessary for the Goods to be covered by any duty deferral or free trade zone programming of the country of import. Supplier will ensure compliance with the recommendations or requirements of all applicable Authorized Economic Operator (AEO), governmental security/anti-terrorism and enhanced border release programs (including, without limitation, the United States Bureau of Customs and Border Protection’s Customs-Trade Partnership Against Terrorism (C-TPAT), Canada Border Services Agency’s Partnership in Protection initiative and Administracion General de Aduanas de Mexico’s Nuevo Esquema Empresaria Certificada (NEEC) program). At our request or the appropriate Customs Authority, Supplier will certify in writing its compliance with the foregoing.

10.2 Supplier agrees to comply with all applicable export control and sanctions laws and regulations of the member States of the European Union, the United States of America, and any other relevant countries (collectively the “Export Control Laws”). Supplier will not violate, and will not cause us to violate, any Export Control Laws (e.g., by transshipping Goods through, or supplying Goods from, sanctioned countries). Supplier will immediately inform us if any Contract or Goods, in whole or in part, are subject to any Export Control Laws. Licenses or other authorizations required for the export of Goods will be the responsibility of Supplier unless otherwise agreed in writing, and in that event Supplier will provide such information as may be requested by us to enable us to obtain such licenses or authorizations.

11. Compliance with Laws, Ethics
11.1 Supplier and Supplier’s subcontractors are obliged to comply with all applicable laws, regulations, directives, guidelines, rules, and orders, including, but not limited to, laws and standards of the country/countries of origin and destination of the Goods which govern their manufacturing, labelling, shipping, transportation, exportation, sale, purchase, insurance, certification, including, but not limited to those relating to environmental matters; hazardous chemicals; data protection; hours and conditions of employment; wages; subcontractor and contractor discrimination; occupational health and safety; or any other law relating to the security to be provided by us.

11.2 Supplier agrees to comply with all applicable export control and sanctions laws and regulations of the member States of the European Union, the United States of America, and any other relevant countries (collectively the “Export Control Laws”). Supplier will not violate, and will not cause us to violate, any Export Control Laws (e.g., by transshipping Goods through, or supplying Goods from, sanctioned countries). Supplier will immediately inform us if any Contract or Goods, in whole or in part, are subject to any Export Control Laws. Licenses or other authorizations required for the export of Goods will be the responsibility of Supplier unless otherwise agreed in writing, and in that event Supplier will provide such information as may be requested by us to enable us to obtain such licenses or authorizations.

11.3 Our employees and agents must not encourage or accept bribes, kickbacks, inappropriate gifts, or entertainment. Supplier is obliged not to induce – and not to have induced in the past – our employees and agents to any such action, whether legal or illegal. We reserve the right and Supplier hereby permits us to audit any of Supplier’s records that are deemed necessary by us to ensure compliance with these requirements.

12. Waiver, Modifications, Applicable Law, Place of Jurisdiction, other provisions
12.1 Any waiver of a breach of a specific provision of these Conditions of Purchase is exclusively limited to this specific breach and does not entail a waiver of any other breach. These Conditions of Purchase may be amended or modified at any time by us only. The latest version of these Conditions of Purchase is available at our website RO.CHEMTREND.COM.

12.2 The Contract, and any claims relating to the Goods provided under the Contract, will be governed by the laws of the country (and state/province, if applicable) of our location as shown by our address as set forth in the Contract. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods (C.I.S.G.) and other international conventions or uniform law on the sale of Goods shall not be applicable.

12.3 Any action or proceedings by us against Supplier may be brought by us in any court(s) having jurisdiction over Supplier or, at our option, in the court(s) having jurisdiction over Our Location, in which event Supplier consents to such jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Supplier against us may be brought by Supplier only in the court(s) having jurisdiction over Our Location.

12.4 If any term of these Conditions of Purchase is invalid or unenforceable under applicable law or regulation, such term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with local content or labeling requirements or regulation, and the remaining provisions of these Conditions of Purchase will remain in full force and effect.