



## GENERAL TERMS AND CONDITIONS OF PURCHASE

### Article 1 - Scope of application

1.1 As from the date of publication, these general terms and conditions of purchase (hereinafter “**General Terms and Conditions**”) apply to all orders and purchases of goods and services by ASCORIUM GmbH and/or its affiliated undertakings (hereinafter “**ASCORIUM**”).

1.2 Through the acceptance by the seller of a purchase order issued by ASCORIUM, a Purchase Agreement (as defined hereafter) is concluded between the parties. Such acceptance shall mean the acceptance of these General Terms and Conditions by the seller. The application of any other additional or deviating terms and conditions of the seller, mentioned on whatever document, are explicitly rejected.

1.3 These General Terms and Conditions, and where applicable, the specific terms and conditions mentioned in the purchase order issued by ASCORIUM or otherwise agreed between the parties in writing, constitute the entire purchase agreement between the parties (hereinafter “Purchase Agreement”) and replace and supersede all prior written or oral declarations, agreements or arrangements between the parties relating to the same subject matter. Notwithstanding article 2.4 below, each amendment to the Purchase Agreement shall be in writing, duly signed by both parties.

1.4 In case of discrepancies between the provisions of these General Terms and Conditions and the specific terms and conditions mentioned by ASCORIUM in the purchase order or otherwise agreed between the parties in writing, the specific terms and conditions shall take precedence over the provisions of these General Terms and Conditions. In case of discrepancies between the different language versions of these General Terms and Conditions, the German text shall always take precedence.

### Article 2 - Order

2.1 ASCORIUM shall only be bound by the issuance of a written purchase order, at the exclusion of any other verbal or written exchange between the parties. Unless explicitly mentioned otherwise in the purchase order, the issuance of a purchase order by ASCORIUM does not constitute the acceptance of a quotation by the seller.

2.2 An order is considered to be accepted as soon as one of the following situations occurs:

- (i) The written confirmation or acceptance of the order by the seller;
- (ii) The execution, in whole or in part, of the order by the seller;
- (iii) The acceptance by the seller of the payment, in whole or in part, of the order;
- (iv) The absence of a written rejection of the order by the seller for a period of two (2) working days following the date of the order.

2.3 The seller shall execute all orders in accordance with the Purchase Agreement. The seller shall not make any amendments to the type, the design, the quality, the quantity, the content, the modalities of packing, sending and delivery, or any other specification relating to the ordered goods or services without the prior written consent of ASCORIUM.

2.4 As long as the order has not been executed, and notwithstanding Article 1.3 above, ASCORIUM has the right to make amendments to the type, the design, the quality, the quantity, the content, the modalities of packing, sending and delivery or any other specification relating to the ordered goods or services. Unless in case the requested amendments would be unreasonable, the seller cannot refuse to implement these amendments. In case the amendments requested by ASCORIUM would entail a change in the price or the conditions of delivery, the seller shall immediately inform ASCORIUM hereof in writing. In such case, the amendments cannot be put into effect without the prior written consent of ASCORIUM. ASCORIUM shall in such case also be entitled to annul the order in whole or in part. These General Terms and Conditions are fully applicable to an order that has been amended in accordance with this Article.



2.5 At ASCORIUM's first request, the seller shall provide ASCORIUM with:

- (i) Evidence and results of material and quality tests that were executed on the goods ordered or to be ordered or the raw materials used for the fabrication thereof;
- (ii) The certificate of origin relating to the goods ordered or to be ordered or the raw materials used for the fabrication thereof; and/or
- (iii) Any other information and documentation that ASCORIUM may request, including, without being limited to information and documentation related to and/or needed for certification, registration or safety purposes.

### **Article 3 - Prices**

3.1 The prices mentioned in the purchase order are binding and may not be increased. In case the seller would apply lower prices at the time of delivery of the goods or services than the prices mentioned in the purchase order, the lower prices will, however, be applicable to the goods or services mentioned in the purchase order.

3.2 Unless explicitly stated otherwise in the purchase order, the prices mentioned in the purchase order are inclusive of all costs and expenses, including, without being limited to all costs of handling, processing, packing, storage, transport, import and insurance.

### **Article 4 - Delivery**

4.1 The seller explicitly agrees to deliver the quantity of goods or services specified in the purchase order at the time or in accordance with the schedule specified in the purchase order, as well as to respect all other modalities of packing, sending and delivery mentioned in the purchase order. The seller recognizes that the time or schedule of delivery and the quantity specified in the purchase order form an essential element of the Purchase Agreement and must be qualified as an obligation to achieve a result.

4.2 The seller shall immediately notify ASCORIUM in writing of each event that could compromise full delivery of the goods or services at the time or in accordance with the schedule specified in the purchase order. Such notification does, however, not relieve the seller from its obligation to deliver the goods or services at the time or in accordance with the schedule specified in the purchase order. All additional costs that may be incurred as a result of the possible necessity to make use of an accelerated method of sending or delivery shall be borne by the seller.

4.3 ASCORIUM is not obliged to accept partial, surplus, early or late deliveries.

4.4 Unless explicitly agreed otherwise, all deliveries of goods shall take place on a DDP basis (Delivery Duty Paid, Incoterms® 2020), at the place specified in the purchase order. However, the risk of damage to or loss of the goods shall only pass from the seller to ASCORIUM at the moment of acceptance of the delivered goods by ASCORIUM. The title to the goods shall pass to ASCORIUM at the moment and place of delivery.

4.5 Delivery shall only be considered to have taken place upon signature of the delivery documents by ASCORIUM.

4.6 The goods to be delivered shall be duly packed and labelled by the seller, taking into account the obligations under applicable law, in particular in the country of delivery, including, if applicable, the European Regulation 1272/2008 on classification, labelling and packaging of substances and mixtures (CLP), and the requirements specified by ASCORIUM and/or the carrier mandated to transport the goods. The seller shall at its own cost ensure the taking back, managing and recycling of the used packaging materials and/or waste that originates from the delivery of the goods. The seller is liable towards ASCORIUM for whatever obligation ASCORIUM may have as a result of the managing and recycling of such packaging material and/or waste, at no extra cost to ASCORIUM.



4.7 Before the goods are shipped or transported, the seller shall notify ASCORIUM in writing of any risky, toxic or hazardous materials that form part of the goods to be delivered, together with any instructions, including, without being limited to the Material Safety Data Sheet, that would be necessary to use, handle, process, pack, store, transport and/or dispose of such materials.

4.8 Unless explicitly agreed otherwise, the seller shall be responsible for importing the delivered goods into the European Union and the country of destination and for fulfilling all related formalities of export, customs and import, including, without being limited to fulfilling all obligations in the framework of European Regulation 1907/2006 concerning the registration, evaluation, authorization and restriction of chemicals (REACH). The import duties, taxes and other levies shall be fully borne by the seller.

4.9 At the latest upon delivery, the seller shall, without any additional fee being due, provide ASCORIUM with all necessary information and documentation concerning the goods, as required under applicable law or as reasonably requested by ASCORIUM, including, without being limited to information and documentation concerning transport, import and export, safety, origin and traceability of the goods.

#### **Article 5 - Acceptance**

5.1 Signature of the delivery documents, use of the delivered goods or services or payment of the respective invoice does not constitute acceptance of the delivered goods or services.

5.2 After complete delivery of the goods or services, ASCORIUM will inspect the delivered goods or services immediately but only with respect to deviations in quantity and identity, apparent defects and obvious external damages suffered during storage or transport. In case the delivered goods or services present deviations in quantity or identity, apparent defects or obvious external damages, ASCORIUM shall inform the seller in writing of the total or partial non-acceptance within five (5) days following the delivery.

5.3 If ASCORIUM, otherwise than intended in Article 5.2, becomes aware that the delivered goods or services are not in conformity with the specifications of the purchase order, ASCORIUM shall be entitled to inform the seller of the total or partial non-acceptance of the goods or services, without being bound by any delay.

5.4 The seller shall replace or repair the non-accepted goods or services as if the non-conformity has manifested itself during the warranty period, in accordance with what is provided in Article 7.2 of these General Terms and Conditions.

5.5 In case of non-acceptance, the risk of damage to or loss of the goods shall remain with the seller. Until the moment the non-accepted goods have been duly replaced or repaired, the non-accepted goods are stored by ASCORIUM at the seller's cost. The possible costs that incurred in relation to the picking up of the non-accepted goods by the seller shall be fully borne by the seller. If the seller has not picked up the non-accepted goods within thirty (30) days following the notification of non-acceptance by ASCORIUM, ASCORIUM shall be entitled to destroy or otherwise dispose of the goods, at the seller's costs.

5.6 As long as the goods or services are not brought in accordance with the specifications of the Purchase Agreement, ASCORIUM is entitled to suspend its payment obligations towards the seller, even if ASCORIUM has not protested the respective invoice.

#### **Article 6 - Invoicing and payment**

6.1 All invoices issued by the seller shall mention:

- (i) The number of the purchase order;



- (ii) The quantity of the goods or services that have been delivered, where applicable with indication of the number of packaging units;
- (iii) The time of delivery;
- (iv) A reference to the documents of shipment or delivery (e.g. bill of lading); (v) Any other information required by ASCORIUM.

Invoices issued by the seller that are not in compliance with the obligations of this Article, shall not be paid by ASCORIUM.

6.2 Invoices shall be sent to ASCORIUM electronically using the address mentioned in the purchase order and shall be paid by ASCORIUM within sixty (60) days following the invoice date, on condition that the respective goods or services have completely been delivered. Payment shall be made via wire transfer to the bank and the account nominated by the seller.

6.3 Upon late or incomplete payment, the seller shall not be entitled to suspend or stop delivery of goods or services to ASCORIUM, under what purchase agreement it may be.

6.4 ASCORIUM is entitled to set off each amount owed by the seller to ASCORIUM, under what agreement it may be and irrespective of whether this amount is contested or not, with an amount owed by ASCORIUM to the seller and this without any prior notice.

#### **Article 7 - Warranties**

7.1 The seller explicitly warrants that all delivered goods or services, including, without being limited to all internal and external components or materials that are processed in the goods:

- (i) Conform with the specifications of the Purchase Agreement and with any other specifications, drawings, samples or descriptions of ASCORIUM or the seller;
- (ii) Are appropriate to the purpose for which that type of goods or services is usually used or the purpose for which they have been purchased by ASCORIUM;
- (iii) Are of a satisfactory quality and are free of any defect in design, workmanship or material;
- (iv) Respect all applicable local, national and international legislation, regulations, standards and guidelines, as well as the newest, prevailing industry standards;
- (v) Conform with the most strict requirements regarding safety, health and protection of the environment and the maximum prescribed standards for the use of risky, toxic or hazardous materials and machines;
- (vi) Do not infringe the intellectual property rights of third parties and are free of all other liens, restrictions and claims of third parties.

7.2 The warranties mentioned in Article 7.1 of these General Terms and Conditions are valid for a period of twenty four (24) months following the acceptance. In case it is established during this warranty period that the seller has not respected one of the warranties, the seller shall at its own cost ensure the replacement or repair of the respective goods or services, and this within a reasonable period of time. In case no replacement or repair is done within such reasonable period of time, or such replacement or repair would not be duly executed, ASCORIUM shall be entitled to, at its own discretion and without prejudice to any other remedies it may have:

- (i) Terminate the Purchase Agreement and all pending orders under the Purchase Agreement with immediate effect, without prior judicial intervention and without owing any compensation to the seller, by sending a notification hereof to the seller in writing. In such case and where applicable, the seller shall fully reimburse ASCORIUM for the part of the price that has been paid for the non-conforming goods or services.
- (ii) the non-conforming goods or services, provided that the seller repays ASCORIUM a with the non- conformity corresponding part of the price that has been paid by ASCORIUM for the non- Repair and/or have the goods repaired at the seller's costs. (iii) Keep conforming goods or services.



7.3 In case of repair, the abovementioned warranty period shall be suspended during the entire period of repair. In case of replacement, a new warranty period of twenty four (24) months shall start upon the moment of replacement.

7.4 The seller warrants that it applies and maintains quality assurance measures regarding the delivered goods and service at all times. In this framework the seller shall use a quality management system that conforms with the DIN EN ISO 9001:2000 standard or with any other applicable or relevant quality standard, as the case may be. At ASCORIUM's first request, the seller shall provide ASCORIUM with evidence that these quality assurance requirements have been met.

7.5 Upon delivery of goods or services on the premises of ASCORIUM, the seller and its personnel and subcontractors are obliged to strictly respect the rules and guidelines applicable within ASCORIUM regarding safety and health. The seller shall ensure that its personnel and subcontractors are aware of these rules and guidelines and follow regular trainings regarding safety and health. ASCORIUM reserves the right to refuse access or to ask the seller, its personnel or subcontractors to leave its premises immediately in case the rules and guidelines regarding safety and health are not respected. All additional costs that may be incurred as a result thereof shall be borne by the seller.

7.6 The seller engages itself to exercise due diligence and management controls to ensure compliance with safety, health and environmental requirements relating to the goods and services delivered. Only the seller shall be liable for any damage that would be brought to the environment as a result of use, handling, processing, transporting or storing of the goods. All warranties relating to the environment are valid for unlimited duration.

7.7 The seller explicitly warrants to have fulfilled and to continue to fulfill all obligations following from European Regulation 1907/2006 concerning the registration, evaluation, authorization and restriction of chemicals (REACH). Unless explicitly agreed otherwise, ASCORIUM shall have no obligation under REACH and ASCORIUM shall not be considered as the importer or the only representative of the seller under REACH. At first request of ASCORIUM, the seller shall provide ASCORIUM with all necessary information regarding the chemical composition of the goods (substances, preparations, mixtures, alloys, articles or goods), including all safety information and information concerning the registration or pre-registration of the goods. The seller shall include any identified use notified by ASCORIUM in writing, and that is reasonably acceptable, in the REACH registration. The seller shall immediately inform ASCORIUM of substances of very high concern that would be part of the goods and, where applicable, do all the necessary to obtain the necessary authorizations. The seller shall keep all information that could be necessary to fulfill the obligations under REACH for a period of at least ten (10) years following the date on which the goods were last manufactured, imported or delivered by the seller.

7.8 The seller declares to conduct its business in an ethical, correct, transparent, reliable and socially responsible manner and guarantees that it, nor its personnel or subcontractors, are engaged in any discrimination, violation of human rights, corruption, violation of antitrust law, child labour, forced labour, slavery or other insufficient working conditions. In this framework the seller must strictly adhere to the "Supplier code of conduct", which can be consulted on [www.ASCORIUM.com](http://www.ASCORIUM.com), and must be able to document such adherence to ASCORIUM at first request of ASCORIUM

7.9 The seller guarantees that in the framework of delivery of goods and services to ASCORIUM, it shall only engage personnel or subcontractors that possess the necessary degree of professionalism, qualification and experience. The seller shall be the only one to exercise authority and supervision with regards to the personnel it engages and is the only responsible for compliance with all social rights obligations relating to such personnel.

7.10 In case of an infringement by the seller of any warranty mentioned in this Article, the seller shall promptly inform ASCORIUM thereof in writing.

7.11 The warranties mentioned in this Article shall continue to exist, irrespective of any inspection, audit, acceptance or payment of the delivered goods or services by ASCORIUM. Unless in case of prior written consent of ASCORIUM, the seller cannot limit these warranties in any way. This Article is without prejudice to the rights of ASCORIUM in case of hidden defects.



## Article 8 - Liability

8.1 Seller shall fully indemnify and hold ASCORIUM harmless against any and all loss, damage or cost, including, but without being limited to damage to customers, personnel or property of ASCORIUM, damage to the environment and damage suffered by third parties, that directly or indirectly result from:

- (i) A defect in the delivered goods or services;
- (ii) The non-respect by the seller of the quantities, the time or schedule of delivery or any other modality of packing, sending and delivery mentioned in the purchase order;
- (iii) An infringement by the seller to the warranties described in Articles 7.1 to 7.9 of these General Terms and Conditions;
- (iv) Any negligence or tort by the seller;
- (v) An infringement by the seller of the rights of third parties, including, but without being limited to intellectual property rights;
- (vi) An infringement by the seller of any other provision of these General Terms and Conditions, the Purchase Agreement or any applicable law.

8.2 This indemnification obligation also extends to all reasonable costs incurred as a result of the involvement of attorneys or experts, as well as costs related to recovery, settlement or judgment and administrative costs.

8.3 The indemnification obligation is without prejudice and cumulative to the right of ASCORIUM to make use of any other remedy it may have in accordance with these General Terms and Conditions or applicable law.

8.4 Except in case of serious or intentional fault or gross negligence, injury to body, life or health and breach of material contractual obligations, ASCORIUM cannot be held liable for any loss, damage or costs incurred by the seller, its customers, its personnel or third parties.

## Article 9 - Force majeure

9.1 A party cannot be held liable for any delay or non-execution of its obligations under these General Terms and Conditions or the Purchase Agreement in as far as this delay or non-execution would be the result of unforeseeable circumstances over which this party reasonably does not have any control, including, without being limited to natural disasters, sabotage, fire, explosion, flood, acts of government or war (hereinafter **Situation of Force Majeure**). The impossibility of the seller to perform as a result of insolvency, lack of financial means, changes in costs or availability of materials shall not be considered as a Situation of Force Majeure.

9.2 The party invoking a Situation of Force Majeure shall immediately inform the other party in writing about the nature and the expected impact of the Situation of Force Majeure. As soon as the Situation of Force Majeure has been remedied, the party invoking the Situation of Force Majeure shall reassume its obligations. The seller shall in any case give the highest priority to the orders of ASCORIUM in case of the allocation of available capacity during or following the occurrence of a Situation of Force Majeure.

## Article 10 - Intellectual property

10.1. All intellectual property rights relating to results developed and/or obtained as part of the performance of the Purchase Agreement, regardless of the nature of such results, such as technical information and/or solutions, analyses, simulations, models, strategies, visuals, databases, software (including documented source codes), tooling and equipment, as well as all of the documentation associated therewith, are transferred without additional compensation by the seller to ASCORIUM, who accepts, as from the date of creation in all countries for a period limited to the duration of the applicable intellectual property



or proprietary rights. The seller hereby declares to be fully entitled to agree to such transfer. Insofar as the seller would be able to invoke moral rights relating to the results, if any, the seller hereby also forsakes exercising such moral rights.

10.2 To the extent that ASCORIUM provides its prior written consent to the seller to use ASCORIUM's intellectual property or proprietary rights, the seller will use them strictly in accordance with ASCORIUM's instructions.

#### **Article 11 - Confidentiality**

11.1 The seller engages to treat all information, documents, samples, drawings, trade secrets, prices and personal data received from ASCORIUM under the Purchase Agreement by any means, as strictly confidential, irrespective of whether this information, documents, samples, drawings, trade secrets, prices or personal data have been explicitly marked as confidential or are covered by any intellectual property right, except if the seller can show that the information:

- (i) Is publicly available at the moment of disclosure, without any confidentiality obligation being breached by the seller;
- (ii) Was already rightfully in the possession of or received by the seller at the moment ASCORIUM disclosed it, without any confidentiality obligation being breached by the seller; (iii) Was developed in an independent manner by the seller.

11.2 The seller shall use the confidential information only for the purpose of execution of the Purchase Agreement and shall not communicate it to third parties, unless upon ASCORIUM's prior written consent. The seller will only disclose the confidential information to persons on a need to know basis, and ensure that all these persons are bound by confidentiality obligations not less stringent than those contained in this Article.

11.3 The confidentiality obligations mentioned in Articles 11.1 and 11.2 are valid during the entire duration of the Purchase Agreement and for a period of five (5) years following the end thereof.

11.4 If the seller is obliged by law or by the order of any court or regulatory authority to disclose confidential information, the seller will inform ASCORIUM thereof immediately, will restrict disclosure to the minimum required and will clearly communicate that the disclosed information is of a confidential nature.

11.5 Confidential information shall at all times remain the exclusive property of ASCORIUM.

#### **Article 12 - Privacy**

12.1 In case the performance of the Purchase Agreement would entail the processing of personal data by the seller on behalf of ASCORIUM, such processing shall at all times happen in accordance with all relevant national and international data protection laws and regulations.

12.2 The seller guarantees to implement appropriate technical and organizational measures to protect the personal data against unauthorized disclosure of or access to such data and against accidental or unlawful destruction, loss or alteration and to safeguard the rights of the data subject. The seller shall strictly limit access to the personal data to personnel and subcontractors on a need to know basis in the framework of the performance of the Purchase Agreement. In case of a security incident, the seller must immediately notify ASCORIUM thereof in writing and take all necessary measures to investigate and remedy the effects of such security incident.

12.3 The seller shall only collect, process and store personal data on behalf of ASCORIUM for the purpose indicated by ASCORIUM and on ASCORIUM's documented instructions. The seller shall not collect, process or store more data than necessary for the indicated purposes. The seller shall provide ASCORIUM with all necessary assistance to allow ASCORIUM to timely respond to requests by the data subjects to exercise their rights of access, rectification or erasure. The seller shall not



transfer any personal data processed on behalf of ASCORIUM to a third country without the prior written consent of ASCORIUM.

12.4 The seller shall not process or retain any personal data for longer than necessary for the purpose of the processing as indicated by ASCORIUM. After the end of the data processing on behalf of ASCORIUM, the seller shall, at the choice of ASCORIUM, return all personal data and any copies thereof to the ASCORIUM or delete these data from its systems and confirm such deletion to ASCORIUM in writing.

12.5 The seller shall not enlist any sub-processor without the prior written consent of ASCORIUM. Any agreed sub-processors shall be bound to the seller through an agreement containing not less stringent obligations for the sub-processor vis-à-vis the seller than the obligations contained in this Article of the seller vis-à-vis ASCORIUM.

### **Article 13 - Termination**

13.1 Unless explicitly agreed otherwise, the Purchase Agreement shall automatically end when the goods or services ordered under the Purchase Agreement are completely delivered by the seller.

13.2 At all times ASCORIUM has the right to terminate the Purchase Agreement, or one or more pending orders under the Purchase Agreement, in writing, with respect of a notice period of thirty (30) days.

13.3 At all times ASCORIUM has the right to terminate the Purchase Agreement, and any pending orders under the Purchase Agreement, without prior judicial intervention and without owing any compensation to the seller, by sending a notification hereof to the seller in writing, in case:

- (i) The seller is in breach of one of the provisions of these General Terms and Conditions or the Purchase Agreement, and has not duly remedied this breach within fifteen (15) days following a written notice hereto by ASCORIUM;
- (ii) The seller has declared that it will not, or will no longer, fulfill its obligations under the General Terms and Conditions or the Purchase Agreement;
- (iii) The seller is declared bankrupt or files for bankruptcy, is placed under guardianship, ceases or risks having to cease its activities, or otherwise has shown signs of insolvency or insufficient financial means;
- (iv) A Situation of Force Majeure invoked by the seller continues for a period of more than fifteen (15) days.

13.4 In case of early termination of the Purchase Agreement, for whatever reason, the seller shall immediately cease all activities for ASCORIUM. All goods and services that have been delivered by the seller to ASCORIUM in conformity with the specifications of the Purchase Agreement shall be paid by ASCORIUM, without any payment obligation in the event of termination being able to exceed the obligation ASCORIUM would have had in absence of termination of the Purchase Agreement. ASCORIUM shall not be liable towards the seller, directly or on account of claims by sellers, subcontractors, for any other alleged losses or costs. In case ASCORIUM would already have paid for goods and services that have not yet been delivered at the moment of termination, the seller shall promptly reimburse ASCORIUM for the price that has already been paid.

13.5 Upon termination, the seller shall, at simple request of ASCORIUM, promptly either return all information, documents, samples, drawings and personal data that it has received from ASCORIUM to ASCORIUM, or destroy such information, documents, samples, drawings and personal data and confirm such destruction in writing to ASCORIUM.

13.6 Notwithstanding the termination of the Purchase Agreement, for whatever reason, the provisions of the Purchase Agreement intended to survive its termination shall remain in full force and effect after the termination. The provisions surviving termination shall include, without being limited to Article 7 (Warranties), Article 8 (Liability) and Article 11 (Confidentiality) of these General Terms and Conditions.





#### **Article 14 - Insurance**

14.1 The seller declares to have concluded all necessary insurances, including, without being limited to, an insurance for civil liability and product liability insurance, with a renowned insurance company, to adequately cover all liabilities that are inherent to and customary for exercising the type of activity in the domain in which the seller is active. The seller shall ensure that these insurances remain valid at least for the entire duration of the Purchase Agreement and the warranty period.

14.2 At first request and at the latest within thirty (30) days following such request, the seller provides ASCORIUM with a copy of the insurance policies or insurance certificates that evidence that the seller has fulfilled the requirements of Article 14.1.

#### **Article 15 - Inspection and audit**

15.1 During the term of the Purchase Agreement, ASCORIUM or a third party appointed hereto by ASCORIUM, has the right to enter the premises of the seller or the subcontractors of the seller, with the purpose of establishing whether the seller respects its obligations under these General Terms and Conditions or the Purchase Agreement. Such inspection or audit can only be performed during normal office hours and under the condition that prior written notice is given to the seller.

15.2 The seller shall fully cooperate with the inspection or audit. More in particular, the seller shall provide ASCORIUM or a third party appointed hereto by ASCORIUM with access to each location, installation, documentation or information that may be useful in the framework of the inspection or audit or that is reasonably requested by ASCORIUM or the third party appointed by ASCORIUM.

15.3 During the inspection or audit, ASCORIUM or the third party appointed by ASCORIUM, shall be entitled to take samples of the goods to be delivered, irrespective of whether these goods have already been completed or are still in the process of being manufactured, to verify whether these goods fulfill the conditions of the Purchase Agreement. However, such sampling does not relieve the seller from its obligation to test and inspect the quality of the goods.

15.4 In case irregularities are established during the inspection or audit, the seller shall promptly take all necessary action to remedy such irregularities, if the case may be in accordance with the guidelines of ASCORIUM or the third party appointed hereto by ASCORIUM. The costs of the inspection or audit shall in such case be fully borne by the seller.

#### **Article 16 - Assignment or subcontracting**

16.1 The seller shall not assign, delegate or subcontract any of its rights or obligations under the Purchase Agreement to a third party without the prior written consent of ASCORIUM.

16.2 Notwithstanding any assignment or delegation, the seller shall remain fully responsible for the goods and services delivered, including, without being limited to all related warranties.

16.3 Subcontracting does not relieve the seller of its obligations under these General Terms and Conditions or the Purchase Agreement. The seller shall remain fully responsible for the actions and activities of its subcontractors, including compliance with these General Terms and Conditions and the Purchase Agreement. The seller guarantees that each subcontractor is informed about and agrees to the relevant provisions of these General Terms and Conditions and the Purchase Agreement.

#### **Article 17 - Relationship between the parties**

17.1 ASCORIUM and the seller are independent contracting parties and no provision of these General Terms and Conditions or the Purchase Agreement can be interpreted as an agreement to constitute an undertaking, a joint venture or an association, or to make one party the agent or legal representative of the other party. These General Terms and Conditions do not grant either party an authorization to engage in any obligation in name or on behalf of the other party.



17.2 The seller is sole responsible for carrying the costs and risks related to its activities, including, but not limited to social security expenses, taxes and insurance premiums. ASCORIUM shall have no responsibility towards the personnel or subcontractors of the seller.

#### **Article 18 - General provisions**

18.1 No default or negligence by a party to enforce its rights under these General Terms and Conditions or the Purchase Agreement can be interpreted as a waiver by that party of its rights under these General Terms and Conditions or the Purchase Agreement. Each waiver of rights must be explicit and in writing.

18.2 In case any provision of these General Terms and Conditions or the Purchase Agreement, in whole or in part, is found to be invalid or unenforceable, this shall have no effect on the validity or enforceability of the other provisions of these General Terms and Conditions or the Purchase Agreement. Both parties shall in such case replace the invalid or unenforceable provision(s) or the parts thereof, by (a) new provision(s) that corresponds as closely as possible to the original intention of the parties.

#### **Article 19 - Applicable law and jurisdiction**

19.1 The Purchase Agreement between the parties, as well as these General Terms and Conditions, shall exclusively be governed by and interpreted in accordance with German law. In case the registered office of ASCORIUM and the seller would be situated in the same country, the Purchase Agreement, as well as these Conditions, shall be governed by and interpreted in accordance with laws or the country in which both parties' registered office is situated.

19.2 Only the courts of the district in which the registered office of ASCORIUM GmbH or of its subsidiaries (China, Belgium, USA, Czech Republic) is situated, shall have jurisdiction to rule on any dispute concerning the validity, the interpretation, the execution or the termination of these General Terms and Conditions or the Purchase Agreement.