

1. General

The Supplier acknowledges that these **General Terms and Conditions of Purchase of Selectchemie** ("GTCPS"), as amended from time to time, shall apply to all present and future contracts for the purchase of goods and/or services between the Supplier and Selectchemie as purchaser. By accepting any purchase order of Selectchemie, the Supplier acknowledges the exclusive validity of the GTCPS for the contractual relationship. The Supplier agrees that other conditions, including any terms of the Supplier, do not become part of the contract even if Selectchemie does not explicitly reject them. The GTCPS also apply to follow-up orders even if no special reference is made to them. In the event of a conflict between provisions agreed individually in writing between the parties and the present GTCPS, the individually agreed contractual provisions shall prevail.

2. Purchase Orders

Selectchemie purchase orders ("Orders") shall only be valid and binding if made in writing by Selectchemie. Orders placed orally, e.g. by the telephone, require subsequent written confirmation by Selectchemie. Orders made by Fax and E-Mail are deemed to be made in writing. Deviations from the order terms of Selectchemie, including price and currency reservations, are only valid after written confirmation by Selectchemie.

3. Execution

The Supplier agrees to ensure that the ordered goods or services meet the agreed specifications according to the Order of Selectchemie, which are deemed to be warranted characteristics. If samples are submitted, the characteristics of the sample in terms of materials and processing are deemed to be guaranteed for all deliveries and replenishments. As to manufactured goods, Supplier warrants that it shall manufacture and perform all of its obligations hereunder with the then current good manufacturing practices ("GMP") as defined from time to time by applicable laws, standards, rules, regulations and requirements.

4. Delivery Dates

The delivery dates will be set out in the Order and, unless agreed otherwise in writing, such delivery dates are binding. Any delays must be notified to Selectchemie immediately and shall entitle Selectchemie, at its unrestricted discretion, to withdraw from the contract without advance warning or setting of a grace period. The Supplier shall be liable for all losses arising from any delays. The delivery dates may only be amended through mutual written agreement.

5. Transfer of Benefit and Risk

The place of fulfillment for the Supplier and thus the relevant place for the transfer of risk in the event of any destruction or deterioration of the goods shall be the place indicated by Selectchemie. Fulfillment by the Supplier shall not be deemed to have been completed until the goods have been received entirely by Selectchemie or have arrived at the delivery address indicated by Selectchemie in an impeccable condition and until Selectchemie is in possession of the demanded or requisite documentation and invoice.

6. Transportation

Provided nothing else has explicitly been agreed in writing, all transportation costs, taxes, fees and customs duties in the delivery and transit countries will be borne exclusively by the Supplier. Dangerous goods transports must be packaged, labeled and declared in accordance with the applicable statutory provisions for the respective transport carrier. In the event these obligations of the Supplier are not fulfilled, the Supplier is fully liable for the costs and damages resulting therefrom and agrees to release and indemnify Selectchemie upon first written demand.

7. Packaging

The Supplier agrees to be liable for damages during the transport due to insufficient packaging. The Supplier further agrees that Selectchemie has the right to return packing material and/or to dispose of it and is entitled to a credit for it from the Supplier.

8. Examination and Complaints

Selectchemie, or a representative or customer of Selectchemie, will examine the delivery within a feasible period and, if possible, before processing. However, the Supplier is aware and acknowledges that complaints may be made by Selectchemie during the entire warranty period irrespective of the possible lapse of examination period. Payments and any acceptances by Selectchemie are not deemed as a waiver by Selectchemie of any of its rights under the warranty.

9. Warranty and Product Liability

The Supplier warrants that the goods delivered have the characteristics ordered by Selectchemie, are in conformity with the state of the art and meet the pertinent requirements of the authorities and technical associations, including GMP, as the case may be, and that they do not contain defects which either diminish or impair the value or the suitability of the goods for customary use or for the use as stipulated in the order. Characteristics specified by Selectchemie in the order shall be deemed to be warranted characteristics in the absence of any written agreement to the contrary. The period of warranty is two years and begins with the acceptance of the goods at the place of fulfillment, subject to an earlier lapsing of the expiration date of a product. Selectchemie is, at its sole discretion, entitled during the entire warranty period to request replacement or improvement, to decrease the purchase price or to withdraw from the contract. Moreover and irrespective of fault, the Supplier agrees to be fully liable for any damage Selectchemie incurs, including indirect and consequential damage. In urgent cases Selectchemie is entitled to take measures to remove or to repair the defect at the cost of the Supplier. The same warranty begins to run again for all repaired goods.

10. Auxiliary Persons

The Supplier agrees to be responsible for ensuring that its own employees, subcontractors and any other auxiliary persons fully comply with these contractual conditions and that the Supplier cannot exclude any liability for acts of such auxiliary persons.

11. Invoices and Payment

The Supplier shall submit invoices separately in two copies and may not enclose invoices with the consignments of goods. Payment shall be made within 60 days. The payment term only begins after the complete fulfillment of the contract by the Supplier. In the event of delayed delivery of requested material certificates or Q-documents, complete fulfillment is not achieved by the Supplier, and Selectchemie reserves the right to extend the payment period correspondingly.

12. Infringements and Product Liability

The Supplier ensures that no third party rights (copyrights, patents, trade mark rights etc.) and no statutory provisions are infringed by the goods supplied. The Supplier agrees to fully indemnify Selectchemie against any third party compensation claims brought as a result of such alleged infringements. In addition, The Supplier agrees to release and hold Selectchemie fully harmless from any third party claims for product liability on first demand by Selectchemie. The Supplier is obligated to take out adequate product liability insurance and to provide Selectchemie at any time with proof thereof, upon request. In this context, the Supplier shall also reimburse Selectchemie for any expenses which arise from or in association with any recall campaign which Selectchemie has to conduct.

13. Set-Off Rights

All claims for money due or to become due from Selectchemie shall be subject to the right of deduction or set-off by Selectchemie by reason of any counterclaim arising out of this or any other transaction with the Supplier.

14. Confidentiality

Information supplied by Selectchemie to the Supplier for purposes of contract performance may not be used for other purposes of the Supplier nor disclosed to third parties. Selectchemie shall likewise not disclose the Supplier's confidential information and trade secrets to third parties.

15. Intellectual Property Rights

In consideration of the price paid to the Supplier and unless agreed otherwise in writing and to the extent legally permissible, all intellectual property rights, including but not limited to patents, trademarks, copyrights, database rights, design rights, and source files obtained or developed as a result of the Supplier's performance of the orders (the "**Resulting Intellectual Property**") that were developed for Selectchemie shall become the sole property of Selectchemie, and the Supplier shall take such steps reasonably requested by Selectchemie from time to time to assign to Selectchemie any and all such rights, title and interest to the Resulting Intellectual Property. Supplier agrees that Selectchemie shall have the unrestricted, exclusive and free right to use and exploit all Resulting Intellectual Property. The Supplier warrants and represents that any and all Resulting Intellectual Property, whether created by a third-party Contractor or otherwise, shall be free of claims of ownership by any third party.

16. Place of Fulfillment

Place of fulfillment for goods and services shall be the place indicated by Selectchemie.

17. Applicable Law, Jurisdiction, Collection Proceedings

Swiss law shall be applicable to any purchase made by Selectchemie, to the exclusion of the Convention of the United Nations on Contracts regarding International Sales of Goods dated April 11th, 1980 ("Vienna Sales Law"). All disputes, controversy or claim arising out of, or in relation to, GTCPS and the contracts concluded thereunder, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Rules of Arbitration of the Swiss Chambers of Commerce in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The arbitral tribunal shall consist of one arbitrator. The seat of the arbitration shall be Zürich. The language to be used in the arbitral proceedings shall be German.