



General Terms and Conditions of Purchase of Walter Schmidt Chemie GmbH - for use in business dealings with enterprises

I. Scope

1. The following conditions apply to all services of our suppliers requested by us regardless of whether it concerns purchases, works orders, etc. They are an integral part of all Contracts that we conclude with our suppliers regarding the services they offer.
The terms and conditions shall also be deemed to have been agreed if we do not agree to any subsequent contracts. Expressly referred to it, unless the supplier is not a merchant within the meaning of the HGB (Commercial Code).
2. These purchasing conditions apply exclusively. Terms and conditions of our suppliers or third parties do not apply, even if we do not separately determine their validity in individual cases. disagree. Even if we refer to a letter, the terms and conditions contains or refers to such, does not imply agreement with their validity.

II. Conclusion of contract, reservation of termination

1. Our requests are non-binding unless they contain a binding period. Relevant for: The timely acceptance by a supplier is the receipt of the declaration of acceptance by us.
2. We are entitled to terminate the contract at any time through a written declaration stating the reason to terminate if we are unable to provide the ordered services in our business operations due to the conclusion that the contract can no longer be used. This is an example of the case if
 - a. A breakdown/interruption of operations occurs,
 - b. One of our customers/buyers becomes insolvent,
 - c. Formulations or packaging of our products due to official requirements or legal provisions need to be changed, and
 - d. In cases of force majeure.

In this case, we will reimburse the supplier for the partial service provided by him.

III. Prices, payment terms, invoice information



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1. The price stated in our order is binding. This does not affect the estates of suppliers (e.g. discount).
2. In the absence of a written agreement to the contrary, the price includes the delivery to the shipping address specified in the contract, including packaging.
3. Insofar as the price does not include the packaging and the compensation for packaging – not only provided on loan – not explicitly is determined, it shall be calculated at the demonstrable cost price. At our request, the supplier shall take back the packaging at his own expense instead.
4. Unless otherwise agreed, we shall pay from the delivery of the goods and receipt of the invoice the purchase price within 30 days net. For the timeliness of the debt owed by us payment is sufficient upon receipt of our transfer order at our bank.
5. In all order confirmations, delivery documents and invoices our order number, indicate the item number, delivery quantity and delivery address. Should one or more of these data be missing and the processing of the data in the course of our normal business delay by us, they are extended in Section 4 payment periods by the period of delay.
6. In the event of late payment, we owe default interest in the amount of 5 percentage points above the respective base interest rate according to § 247 BGB.

IV. Delivery, Transfer of risk

1. The one specified by us in the order or according to these General Terms and Conditions of Purchase delivery time deviating from this (delivery date or deadline) is binding. Early deliveries; and partial deliveries are not permitted without our prior written consent.
2. The supplier is obliged to inform us immediately in writing if circumstances occur or become recognizable, after which the delivery time cannot be kept.
3. We are entitled to specify the time and place of delivery at any time by written notice with a time limit of at least 7 calendar days before the agreed delivery date. We are going to the supplier, in each case resulting from this change, as evidenced and reimburse reasonable additional costs.



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The supplier will provide us with the information provided by his careful estimation of expected additional costs in good time before the delivery date, but at least within 4 calendar days of receipt of our notification per sentence 1 in writing.

4. If, based on the contract, the date on which the delivery is to be effected at the latest, the supplier is in default with the expiration of this day, without the need for a reminder on our part. The need for a reasonable grace period for a right to compensation instead of performance according to the statutory requirements remains untouched.
5. In the event of a delay in delivery, we are entitled to unrestricted statutory claims.
6. We are entitled, in the event of delivery delays by the supplier for each commenced week of the a contractual penalty of 0.5 %, a maximum of 5 % of the respective order value at the earliest, however, three working days after a prior written threat against the supplier. This contractual penalty is payable on the damage to be compensated by the supplier to be credited.
7. The risk, even if a shipment has been agreed, only passes to us if the goods are handed over to the agreed destination. The destination is our factory premises at our registered office unless otherwise agreed in individual cases.

V. Security of ownership

1. Orders placed by us as well as orders made available to the supplier we keep drawings, illustrations, calculations, descriptions and other documents to give us all property rights. The same shall apply to copyrights in so far as the carrying out of the business does not necessarily need to be licensed. The supplier may as in sentence 1 above document/information without our express consent, not to third parties make it accessible or use or reproduce it himself or by third parties. The documents have to be returned to us in full at our request, if they are submitted by them in the orderly business is no longer required or when negotiations are not concluded with a contract with us. Copies made by the supplier are in this case – except for this, only the retentions within the scope of statutory retention obligations as well as storage of data for security purposes in the part of the usual data backup.



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2. Tools, devices and models that we make available to the supplier or that manufactured for contractual purposes and charged to us separately by the supplier shall remain our property or become our property. They are provided by the supplier as our identity ownership and use only for the purposes of the contract. The supplier shall immediately notify us of any insignificant damage to these items.
3. The Supplier's retention of title shall only apply insofar as they relate to our payment obligation for the respective service in which the supplier reserves ownership. In particular, extended or extended retention of title shall not be permitted.
4. Processing or transformation by the supplier is carried out for us. If our goods are processed with other items that do not belong to us, we acquire the Co-ownership of the new item in proportion to the value of our item (purchase price plus VAT). to the other processed goods at the time of processing.
5. If items/materials provided by us are combined with other items that do not belong to us inseparably mixed, we would require co-ownership of the new things as mentioned in the above ratio. If the mixing takes place in such a way that the material not belonging to us is to be regarded as the main item, it shall be deemed agreed that the supplier shall ratio co-ownership transfers.

VI. Warranty claims

1. In the event of defects, we are entitled to unrestricted statutory claims. The contract of sale However, the warranty period is 36 months instead of 24 months.
2. Our immediate obligation to investigate and complaint pursuant to § 377 HGB only exists in respect of such deficiencies, which are manifest and which, if properly investigated without delay, would have can be determined. In any event, the complaint of those defects must be made in good time if it Supplier within 5 working days of receipt of the goods at the place of destination. The Complaint of other defects is timely if the supplier is notified within 10 working days to our knowledge of the defect.



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3. Upon receipt of our written notice of defects at the supplier, the limitation period of warranty claims is inhibited until the supplier negotiates our claims, for example by rejecting the claims or declaring the defect to have been remedied. In the event of repair, the warranty period for the repaired part starts again, unless we had to assume, based on the supplier's conduct, that the supplier was not obliged to the measure, but the correction only out of goodwill or similar reasons.
4. By accepting or approving submitted samples, we do not waive warranty claims.

VII. Product liability

1. The supplier is liable for all claims by third parties for personal or material damage. Liability for claims resulting from a defective product supplied by him and is obliged to indemnify us from any liability resulting therefrom. Are we obliged to a defect of a product delivered by the supplier a recall action against to be carried out by third parties, the Supplier shall bear all costs associated with the recall action.
2. The supplier is obliged to take out at its own expense a product liability insurance with a cover amount of at least €5 million, which, unless in individual cases, otherwise agreed not to cover the risk of recall or punitive or similar damages needs. The supplier shall send us a copy of the liability policy at any time upon request.

VIII. Intellectual property rights

1. The supplier warrants that the products supplied by him do not contain any intellectual property rights of third parties in countries of the European Union or other countries where it manufactures the products; or can be damaged.
2. The supplier is obliged to indemnify us against all claims brought by third parties against us on account of the one in No. 1 violation of intellectual property rights, and to us all necessary to reimburse expenses in connection with such use. This entitlement does not exist, insofar as the supplier proves that he is not responsible for the intellectual property infringement and would have known at the time of delivery if due diligence had been applied.



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3. Our further legal claims due to legal defects of the provided to us benefits remain unaffected.

IX. Confidentiality

1. The supplier is obliged to comply with the terms and conditions of the order as well as any applicable information and documents made available (with the exception of the publicly accessible information) to be used only for the execution of the order and also after the conclusion of the contract to be kept secret. And will be sent after processing requests or after processing of orders to return to us immediately at our request.
2. The supplier shall use his suppliers involved in the performance of this contract to these rules (point IX).

X. Assignment

The supplier is not entitled to claim against us from this contractual relationship to relinquish. This does not apply in the case of monetary claims.

XI. Data protection

The Supplier agrees that we may use its data required in the course of the business and with safe contracts concluded with him.

XII. Place of performance, jurisdiction, applicable law

1. Place of performance for both parties and exclusive place of jurisdiction for all disputes arising from the contractual relationship is our registered office.
2. The contracts concluded between us and the supplier are subject to the law of The Federal Republic of Germany, excluding the Convention on the International Sale of Goods (UN Convention on the Rights of the Child).

Additions and amendments to the agreements entered into, including the following General Terms and Conditions of Purchase require a written form to be effective. This applies also



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for the termination of this written form reservation. Exclusively managing directors and Proxies are entitled to make verbal agreements deviating from this. To safeguard the written form is sufficient for telecommunication transmission, in particular by fax or by E-mail provided that a copy of the signed declaration is sent.