

## General Purchase Conditions of Renusol Europe GmbH

As at: 3<sup>rd</sup> March 2017

All previously issued versions are no longer valid.

### § 1 General scope

1. These General Purchase Conditions (hereinafter referred to as “**GPC**”) apply to all current and future business relationships of Renusol Europe GmbH, Piccoloministraße 2, 51063 Cologne, Germany (hereinafter referred to as “**Renusol**” or “**we**”) with entrepreneurs (§ 14 German Civil Code [BGB]), merchants, corporate bodies under public law or special funds under public law (hereinafter jointly referred to as “**supplier**”).
2. The GPC also apply as a framework agreement for future contracts between Renusol and the supplier for the purchase or other obtaining of goods involving the same supplier, without Renusol having to refer to these again in individual cases. These GPC are made available to the supplier by Renusol upon request at any time by email, fax or post.
3. These GPC apply exclusively. Any General Terms and Conditions of the supplier which deviate from, contradict or are supplementary to these GPC shall not form any part of the contract even if Renusol is aware of these, unless Renusol explicitly approved of their validity in writing. By confirming the order by Renusol the supplier accepts the GPC of Renusol which this order is based on. Individual agreements entered into shall, at all times, override these GPC; the burden of proof for any agreements deviating from these GPC is on the supplier.
4. Renusol is entitled to change these GPC at any time. The modified GPC shall become effective if the supplier has approved of them again before his next delivery. Contracts that have already been concluded with the supplier before the changing of the GPC remain unaffected of the change; these are always processed according to the GPC agreed on at the time of concluding the contract.
5. References of the validity of statutory provisions only have a clarifying meaning. The legal provisions shall also apply without such clarification unless they are directly changed or expressly excluded in these GPC.
6. Renusol is entitled to transfer the rights and obligations from the contracts concluded with the supplier based on these GPC to one or several third parties. If Renusol makes use of this possibility, we will inform the supplier of this in writing at least one month before the intended assumption of contract. In this case the supplier is entitled to cancel the relevant contracts, also retroactively if required, to the time of the transfer of the contract with one month’s notice as of the receipt of the notification of the transfer of the contract.

## **§ 2 Order and conclusion of contract**

1. The supplier is obligated to accept the order by Renusol within a maximum term of two calendar weeks as of the receipt of the order. Otherwise Renusol shall no longer be bound to the order.
2. We retain the ownership, the copyright and all other rights to all offers, estimates, drawings, calculations, product descriptions, documentations and other documents (hereinafter referred to as "documents") that are enclosed or made available to the supplier by Renusol in any other way. This also applies for electronic documents. Our documents may not be passed on to third parties or made available to third parties in any other way without the explicit previous written approval by Renusol; third parties also refer to affiliates of the supplier according to § 15 et seq. German Companies Act. Our documents may be used exclusively for processing of orders by Renusol by the supplier and must be returned to Renusol without request after these have been finalised.

## **§ 3 Duties of non-disclosure**

The supplier's duties of non-disclosure are regulated in a separate Non-disclosure and Non-use Agreement by Renusol and the supplier.

## **§ 4 Delivery and delivery terms**

1. The delivery term stated by Renusol in the order that is appropriate and reasonable for the supplier with regard to his interests, is binding. Any differing delivery terms must be agreed on with Renusol. With exceeding of the agreed delivery term the supplier shall be in default without the necessity of a reminder by Renusol.
2. After the acceptance of our order the supplier is obligated to immediately inform us if any circumstances arise or become visible to him, which will presumably keep him from adhering to the delivery term agreed on in sect. 1. Renusol's entitlement to assert claims from the supplier's delay, in particular with respect to withdrawal and compensation, shall remain unaffected.
3. Partial deliveries of the supplier are only admissible with the previous explicit approval by Renusol.

## **§ 5 Prices and payment terms**

1. The price stated in our order is binding upon the supplier. It includes VAT in the statutory amount, delivery, packaging and insurance of the order on the supplier's account to the premises of Renusol or to a different place of delivery stated by Renusol in the order. Any packaging that may be used by the supplier shall remain with us and pass into the ownership of Renusol. The packaging is only returned at the supplier's instigation and is subject to separate agreement. Any possible customs duties and other import charges shall not apply as costs of delivery; they shall be borne by Renusol.
2. We can only process invoices if these bear the order number stated in our order. If the processing is delayed due to a missing order number in an invoice, Renusol shall not be held liable for this if we are not responsible for the delay.
3. We shall pay the invoices created for our orders with two percent discount on the invoice amount within two calendar weeks, or in four calendar weeks without deduction, each starting with the receipt of the invoice and the delivery of the goods referred to in the invoice.

## **§ 6 Passing of risk**

1. The risk of accidental ruin of the goods ordered by Renusol is passed to Renusol by the supplier with the handover of these goods at the agreed place of delivery. The supplier bears the risk of transport and shipping.
2. The supplier is obligated to state the order number displayed on all shipping documents (in particular shipping papers, delivery notes) for our order. If the processing is delayed due to a missing order number in a shipping document, Renusol shall not be held liable for this if we are not responsible for the delay.

## **§ 7 Liability of defects**

1. Unless otherwise agreed in the following, the statutory provisions apply for our rights with respect to material damage and defects of title.
2. Renusol will carry out the necessary inspections according to § 377 German Commercial Code [HGB]. Sending of the notification of defects by Renusol within one calendar week after delivery of the ordered goods (in the case of obvious defects) or the discovery of the defect (in the case of other defects), is thereby deemed as immediate according to § 377 sect. 1, sect. 3 HGB.
3. Unremarkable excess or short delivery is also regarded as defect. Renusol is however entitled to accept the excess or short delivery against respective adjustment of the price determined according to § 5 sect. 1 by unilateral statement towards the supplier within one calendar week after delivery and discovery of the excess or short delivery, with or without offsetting of the excess or short delivery against possibly remaining delivery amounts, as contractual performance by the supplier.
4. In derogation from § 437 BGB Renusol is entitled to self-help; § 637 BGB applies accordingly.
5. By way of derogation from § 438 sect. 1 no. 3 BGB, the general statute of limitations for claims from material defects and defects of title is three years from the passing of risk according to § 6 sect. 1. This statute of limitations also applies for contractual and non-contractual claims for compensation by Renusol against the customer based on a defect of the goods.

## **§ 8 Indemnification and third-party liability insurance**

1. If the delivered goods are insufficient and if Renusol is charged with a claim for damages for this reason, the supplier exempts Renusol from these third-party claims on the first request. The supplier assumes all damages resulting for Renusol from the infringement, in particular also the reasonable and usual costs of the legal defence of Renusol against the third-party claim. This does not apply if the supplier is not responsible for the defectiveness of the delivered goods. In the case of contributory fault by Renusol, the right of indemnity is limited to the supplier's share of responsibility. Any other claims against the supplier remain unaffected thereof.
2. The supplier obligates himself to maintain a product liability insurance with an amount insured of at least ten million EUR for each case of personal and material damage and to prove this to Renusol at any time on request by issuing the appropriate receipts. This does not imply a limitation of liability to the above stated amount in favour of the supplier.

### **§ 9 Third-party property rights**

1. The supplier must deliver the goods free from any third-party rights.
2. The parties shall immediately inform each other if one of the parties is notified by a third party of actually or allegedly existing third-party rights to the goods, or if the party gains knowledge of such third-party rights to the goods in any other way.
3. At our choice, possible third-party rights must either be finally economically settled with the third party or the goods must be modified to make them free of third-party rights. If none of these solutions is achievable within a term that is reasonable for Renusol, Renusol shall be entitled to withdraw from the contract in accordance with the statutory provisions. Any additional rights of Renusol as well as an obligation to indemnify the supplier according to § 8 sect. 1 shall remain unaffected thereof.
4. The statute of limitations for these entitlements is ten years from the conclusion of the contract.

### **§ 10 Provisions and retention of title**

1. Goods provided to the supplier by Renusol remain our property. The supplier is obligated to regularly report the stock of the goods provided upon request by Renusol.
2. The processing or redesign of the goods provided by Renusol always takes place in our name. If the goods provided by us are processed together with other goods not belonging to Renusol, we shall acquire the co-ownership of the new article in proportion to the value of the goods provided by us to the other processed items at the time of processing. The same applies if the provided goods are mixed with other items that do not belong to us. If the mixing is performed on condition that the items that do not belong to us are regarded as the principal item, the supplier shall transfer proportional co-ownership corresponding to the provided goods to Renusol.
3. Insofar as the securing rights Renusol is entitled to according to sect. 2 exceed the purchase price of all goods subject to retention of title that have not yet been paid by more than 10%, Renusol is obligated to release the securing rights at its own choice upon the supplier's request.
4. Any tools required for the production of the goods to be delivered to Renusol, which are thereby provided to the supplier by Renusol, remain in the property of Renusol. The supplier may exclusively use the tool for the production of the goods to be delivered to Renusol and is obligated to treat them with due care. If measures of maintenance, inspection or the correction of defects are required, they shall be carried out in due time by the supplier at his own cost.
5. The supplier is obligated to insure the tools at the original price at the time of procurement against damage from fire, water, theft and loss at his own cost, and to prove this to us at any time by issuing appropriate receipts on request. The supplier assigns all claims for compensation from this insurance to us in advance; Renusol hereby accepts the assignment.

6. The supplier is obligated to immediately notify us of any third-party access to provided goods or tools, for example in the case of garnishment or insolvency of the supplier, as well as of any possible damaging or destruction of provided goods or tools.

#### **§ 11 Final provisions**

1. Verbal side agreements in addition to the contract with the supplier and these GPC were not made. Any changing or amendment of this contract as well as all contractual statements and notifications require the written form. According to these GPC the written form also refers to the textual form (§ 126 BGB, in particular fax and email). Upon request of the receiving party made directly after the receipt, the stating party must immediately confirm the respective statement in writing (§ 126 sect. 1 BGB).
2. The laws of the Federal Republic of Germany to the exclusion of all international legal systems, especially the UN Sales Convention, shall apply. The requirements and effects of the retention of title according to § 3 are subject to the laws that are applicable at the respective storage location of the goods, insofar as the choice of law made in favour of the German laws is inadmissible or ineffective.
3. The sole contractual language is German. If translations of these GPC or the contract into other languages than German exist, the German language shall be solely legally binding.
4. Cologne is the place of fulfilment.
5. If the supplier is an entrepreneur, a corporate body under public law or a special fund under public law, Cologne shall be the exclusive and also international court of jurisdiction for all disputes directly or indirectly arising from the contractual relationship. The same applies if the supplier does not have a general court of jurisdiction in Germany or his permanent address or usual place of residence are unknown at the time of filing of legal action. Renusol is entitled to take legal action against the supplier at his general court of jurisdiction.
6. If individual provisions of the contract with the supplier, including these General Purchase Conditions, be or become fully or partly ineffective, the validity of the residual provisions shall remain unaffected thereof.