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Purchasing conditions

§1 Area of application, general

(1) These purchasing conditions apply exclusively. If the supplier has conditions which deviate or contradict these conditions, the former will not be recognized unless their validity has been agreed upon expressly in writing. This also applies even if the supply is accepted unreservedly with an awareness of the conditions which deviate or contradict the present conditions.

(2) The purchasing conditions also apply to all future business with the supplier. They are stored on our homepage on the internet. Thus the buyer cannot make objections regarding lack of access or ignorance.

(3) If no special regulations are made in the following regulations, the interpretation of the different clauses of contract is determined by the individual INCOTERMS in their most current version.

(4) Deviations from the present purchasing conditions need to be confirmed expressly by us in order to be effective.

(5) If individual regulations or parts of the regulations of these purchasing conditions should prove to be ineffective, then the effectiveness of the remaining regulations or partial regulations remains unaffected.

(6) These purchasing conditions also apply to all future business with the seller. They are located on the KHB homepage on the internet (www.boddin.com), and thus the seller cannot make the objection that these were not accessible. With the publication of these purchasing conditions, all previous agreements are void.

§2 Order acceptance, sample

(1) The contractor must accept the order immediately - no later than the next working day following receipt - with a written confirmation. After that, we are no longer bound to our order.

(2) Here the supplier must provide explanations of kind, quality, and type when the product has a designation which raises questions; otherwise, the supplier bears the risk of false delivery.

(3) If we provide the supplier with samples and the order follows because of this sample, then the characteristics of the sample are considered as assured characteristics for the commodity. The sample applies for samples which come from the supplier and which we recognized as determining for the order.

§3 Transfer of risk and transport costs

(1) So long as nothing else is agreed upon, the supplier bears the cost of the packing and the transport as well as the risk up until the delivery is transferred at the place of destination.

(2) The supplier is obligated to take the used packing material free of charge at our request.

§4 Delivery, delivery time, packing

(1) The supplier is entitled to partial deliveries only with our express agreement.

(2) The supplier has to identify the supply in the shipping papers in accordance with the instructions provided in the order. In addition, our order number is always to be given in the shipping papers.

(3) The supplier is obligated to immediately apprise us in writing if circumstances are detected which could lead to a failure to observe the delivery time.

(4) In the event of a failure to deliver, we are entitled to make legal claims. In particular, we are entitled to set an appropriate extension period, and after it has expired without result, we are entitled to require compensation for non-performance.

(5) The supplier is to ensure that there is a reference to the manufacturer and/or supplier and/or its sub-suppliers on or within the goods, though not outside nor inside the packing.

§5 Defect investigation and guarantee

(1) We are obligated to examine and contest the supply within an appropriate period for variations in quality to the extent that is possible and standard. Hidden defects are to be contested within an appropriate period after they are discovered.

(2) If the delivered goods do not correspond to the agreed-upon specifications and/or the quality and packing conditions, the purchaser is entitled to make the choice of refusing to

accept the commodity and to require or to change the subsequent delivery of defect-free replacement goods or to accept the goods and to require the elimination of defects or to decrease the purchase price. In addition, the purchaser is entitled to have the defect of the delivered goods removed at the cost and risk of the supplier if the supplier does not remove the defect within an appropriate period despite having been requested to do so. If the goods' defects cannot be repaired, the purchaser is entitled to have the goods destroyed at the supplier's expense, whereby the purchaser's right to subsequent delivery of a defect-free commodity or to a change remains reserved. Furthermore, the purchaser can require compensation for the damages which have developed and which develop.

(3) The supplier's guarantee period for us is 24 months; it begins at the time of the transfer of risk.

(4) We are entitled to send unsatisfactory goods back from the place of destination, but also from another place where the commodity is located when the defect is discovered and this at the supplier's expense. This does not apply when the commodity is considered as approved.

(5) The failure to file timely complaint leads, in the event of short quantities, only to the loss of our claim to subsequent delivery or change. We do not ever need to pay for smaller quantities.

§6 Product liability

(1) If the supplier is responsible for product damage, it must exempt us from any third-party claims.

(2) In this context, the supplier is also obligated to refund expenditures as per § 683, 670 BGB [German Civil Code] which result from or whose result is connected to a recall measure which we made. We will inform the supplier as possible of the contents and scope of the recall to be carried out and give it the opportunity to comment.

(3) The supplier commits itself to maintain product liability insurance with a sum insured of €3 millions per instance of damage. Extensive claims for damages remain unaffected.

§7 Protection rights, hazardous goods

(1) The supplier is liable for any infringement its delivery may have on third-party rights.

(2) The supplier is obligated to release us from third-party claims affiliated in this regard and this at our first request. We are not entitled to make agreements with third parties about liability without the supplier's agreement.

(3) Prior to conclusion of the contract, the supplier has to expressly indicate if the offered commodity to be delivered is a hazardous material and must provide the appropriate code numbers. It must also vouch that all legal regulations and ordinances connected with the commodity to be delivered, including packing regulations, have been met and that the

instructions from the hazardous materials laws and ordinances, especially also the carriers, are observed.

§8 Retention of title

(1) If we make materials and preliminary materials available to the supplier, we retain the title.

(2) The supplier processes or alters these materials and preliminary materials for us. If such commodities are processed with other things which do not belong to us, we acquire co-ownership of the new thing in proportion to the value of our item to the other processed item at the time of processing.

(3) If the materials and preliminary materials made available to us are connected, mixed, or blended with other things which do not belong to us, then we acquire co-ownership of the new thing in proportion to the value of our item to the other item at the time of the connection, mixing, or blending. If the supplier's item is to be considered as the main item, it is already hereby agreed upon that the supplier transfers the proportionate co-ownership to us. The supplier preserves sole or joint ownership for us.

(4) We retain the title to a commodity that we have paid the supplier for but which was returned because of a breach of contract or a defect up until our pecuniary claims connected with the restoration of each party to its pre-sales contract position. The supplier is not entitled to pawn or transfer the title for the purposes of securities.

§9 Rendering of invoice, payment, prohibition of assignment of claims

(1) The invoice is to be provided at the latest on the fifth working day on the month following that of the delivery. Invoices can only be worked on and paid if the order number is clearly indicated on the invoice. We are not responsible for delays which result from disregarding the aforementioned obligations.

(2) If there are no agreements made to the contrary, we pay within 30 days after receipt of invoice with 3% discount payment or within 45 days with 1.5% discount payment or purely net within 60 days.

(3) We have rights of lien and set-off rights as prescribed by law.

(4) Assignments in connection with the sales contract are only permitted with our written agreement. Our agreement is considered as given if the assignment is to the supplier's principal bank.

§10 Confidentiality

The supplier is committed to keeping confidential all illustrations, designs, computations, and various documents and information it receives. They may only be disclosed to third parties with our express agreement. The confidentiality obligation also continues to apply after the end of the contractual relation. It expires when the knowledge contained in the illustrations, designs, computations, and other documents becomes general knowledge.

§11 Area of jurisdiction and applicable law

(1) If the supplier is a merchant, our registered place of business for the exclusive area of jurisdiction for all disputes resulting directly or indirectly from the contractual relation, including check and actions on a bill.

(2) For these purchasing conditions and for the legal relations between us and the supplier, the law of the Federal Republic of Germany is applicable, under exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods or similar international agreements.

(3) Should individual conditions be legally invalid or be modified, the remaining conditions shall continue to be binding. A clause shall be deemed to have been agreed which fulfils the financial purpose of the invalid clause as closely as possible.

Business with entrepreneurs is to be treated the same as business with legal entities of the public right and public special estates.

These Purchasing conditions shall also apply to all future business with the seller. They are located on the KHB homepage on the internet (www.boddin.com), and thus the seller cannot make the objection that these were not accessible. When these Purchasing conditions are published, all earlier agreements shall become void.

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