Sojitz Solvadis GmbH – General Terms and Conditions of Purchase

I. Scope of Application and Order:

Sojitz SOLVADIS GmbH ("Buyer") order of goods and services shall be exclusively subject to these General Terms and Conditions of Purchase ("Terms") set out below which form part of Buyer´s order, and will form a part of our future orders to be placed with the supplier ("Supplier") unless Buyer states otherwise therein. Herewith Buyer objects to any adverse Supplier's conditions unless Buyer agrees to them in writing. Buyer does not accept the Supplier's sales conditions even if Buyer does not object to them explicitly after receipt of them or if Buyer, being fully aware of any Supplier's adverse conditions, unconditionally accept the delivery or pay for the delivered goods. Any amendments or modifications to a contract as well as any collateral arrangements shall be agreed upon in writing (this shall include e-mail but explicitly excludes written communication via other electronic means such as social media). In the event of inconsistency the following order of precedence applies: (i) any individually signed framework or individual agreement, (ii) these Terms; (iii) other technical documents such as data sheets.
This order constitutes an offer on Buyer´s part which can be accepted by written confirmation or actual performance of the order within 14 days after the date of order. Buyer reserves the right to cancel this order (i) at any time before Buyer has received Supplier's written and entire acceptance of all terms of this order; or (ii) within 14 days after Buyer has received Supplier's written acceptance if such acceptance is received more than 15 days after this order. Any order confirmation deviating from the order in any respect (including but not limiting to quantity, quality, specification, delivery date, price) shall constitute a new offer and requires Buyer's explicit acceptance in text form.

II. Delivery:

1. Buyer´s delivery dates stipulated in the order are binding.
2. In the event of Supplier's delay in delivery Buyer has the right (i) to claim damages occurred due to the delay or (ii) to set a final deadline to perform the contract and if the contract is not fulfilled before this deadline has expired to claim damages for non-performance and/or to cancel the contract after the final deadline has expired. This choice shall be without prejudice to any other contractual or statutory rights or remedies available to Buyer.
3. Deviations in quantity are permissible only where expressly agreed in the Order; in that case the price shall be adjusted pro rata to the quantity actually delivered. Unless otherwise agreed upon, partial delivery of the goods and transshipment shall not be permitted.
4. The Supplier is responsible for an appropriate packaging and labelling for the goods in order to avoid any damage due to transportation, taking into account the mode of transportation to be used. Packaging shall comply with Regulation (EU) 2025/40 and its national implementing legislation.
5. Unless agreed otherwise, Incoterms in their respective latest version shall apply to all supplies. In the case no Incoterm are mentioned, Section V. shall govern the passing of risk. The Supplier is obliged to take appropriate steps in a timely manner so that the required shipping space can be made available at the agreed time. In case of transport of the goods by sea the Supplier provides transportation by a 1st class company approved by Buyer and by the usual route unless otherwise agreed upon.
6. Immediately upon shipment the Supplier shall give Buyer a written notice of the details of shipment including the contract number, description of the goods and packaging, quantity loaded or despatched, expected or estimated time of arrival of goods at the specified destination. The notice shall be accompanied by, if applicable or agreed on, the certificate of analysis, the safety data sheet, all dangerous goods documentation, and all customs and preferential origin documents required.
7. Vehicles, tank containers, rail tank cars and other equipment shall comply with all applicable requirements, in particular for the carriage of dangerous goods and shall be clean and suitable for the goods. A cleaning certificate and details of the three previous cargoes shall be provided on request. Buyer may refuse unloading where these requirements are not met. In such case, resulting costs and risks are borne by the Supplier, who shall also reimburse demurrage, storage, dead freight and cover order costs caused by its delay.
8. The Supplier is responsible for obtaining any export or import licences as well as any other governmental approvals or permissions which will be necessary to perform this contract.
9. If the Supplier fails to effect the delivery instructions as specified above it shall bear the additional costs which are necessary to ensure that the goods arrive at the agreed destination and time.
10. In the event the goods transported are insured by Supplier, goods shall be insured at a value equal to 110 % of the value under the agreed trade terms.

III. Price and Payment:

1. Supplier is bound to the tender prices on which this order is based. Supplier may only increase prices if Buyer has been informed in time before the actual delivery and Buyer has consented in writing.
2. The price shall be a fixed price including packaging, taxes, duties and other levies. In the event the goods are subject to purchase tax or value added tax the tax amount is to be rendered as a separate item of account.
3. If freight, insurance premium or other additional costs have been increased at the time of shipment or will be charged due to unexpected circumstances occurring after this contract has been entered into such additional costs shall be borne by the Supplier.
4. In the event that payment is to be made by letter of credit established on Buyer´s account and the terms of such letter of credit do not conform to the terms of this contract, Supplier shall request Buyer to amend the terms of the letter of credit immediately after receipt of notice from our bank. If Supplier does not do so any non-conformity shall be on Supplier's account.
5. All bank charges shall be borne by the Supplier.
6. Buyer reserves the right to set off any claims of the Supplier against any claim Buyer has against the Supplier. The Supplier is not entitled to any set-off unless the counterclaims are undisputed or have been fixed by a final and binding court decision.
7. Payment shall not constitute acknowledgement that the Goods are free from defects or that the invoice is correct. Buyer may withhold payment to the extent of claims arising from defective or incomplete delivery.

IV. Force majeure:

1. Acts of God, war, blockade, embargo, insurrection, mobilisation or any actions of government authorities, riots, civil war, warlike conditions, strikes, shortage or control of power supply, plague or other epidemics, quarantine, storms, earthquake, thunderstorm, explosion, or any other comparable circumstances beyond any parties control shall be considered as a Force Majeure event.
2. Should events occur which are beyond Supplier´s control or caused by Force Majeure and prevents Supplier from performing delivery or transport, Supplier shall be exempted from the duty to deliver for the duration of the event and a reasonable period thereafter to restart business. In the event of Force Majeure, Supplier is obliged to notify Buyer in writing within five (5) days of becoming aware of the circumstances. In the event of a Force Majeure Event affecting delivery, the Supplier shall use all commercially reasonable efforts to mitigate the impact of such event and to ensure delivery of the Goods, including, where reasonably practicable, by using alternative modes of transportation or delivery, whether by sea, air, road, rail or otherwise, alternative routes or carriers, and/or by sourcing the Goods from alternative suppliers. Should Supplier invoke a case of Force Majeure with respect to such quantities for which Buyer has already booked means of transportation or warehousing capacities, Supplier shall be obligated to reimburse Buyer any costs thus incurred, such as dead freight or cancelling charges.
For the duration of a Force Majeure event affecting the Supplier Buyer obligation to accept and pay for the affected quantities is suspended. Buyer may procure substitute goods from third parties without setting an additional period; quantities so procured shall be deducted from the contractual quantity. Where the event continues for more than four (4) weeks, or it is apparent that it will, Buyer may terminate in whole or in part in respect of the affected quantities with immediate effect.
3. Should events occur which are beyond Buyer´s control or caused by Force Majeure and prevents Buyer from acceptance, Buyer shall be exempted from the duty to accept delivery or pay delivery for the duration of the event and a reasonable period thereafter to restart business. In the event of Force Majeure, Buyer is obliged to notify Supplier in writing within five (5) days of becoming aware of the circumstances. Force Majeure affecting Buyer's customers shall be deemed to be Force Majeure for Buyer. Upon termination of such circumstances of Force Majeure, Buyer may demand delivery of the affected non-delivered quantities by Supplier at the terms of contract within a reasonable period of time.

V. Passing of Risk and Reservation of Title:

1. Risk of loss of or damage to the goods shall only pass to Buyer after they have been offloaded at the place of delivery agreed upon.
2. Property in the goods passes to Buyer when they have been offloaded at the place of delivery agreed upon. In case payment has been effected before the goods have been delivered the Supplier is obliged to individualise the goods to be delivered and store and transport them separately from other goods on Buyer´s behalf. In these cases, property in the goods passes to Buyer as soon as they have been paid and individualised. In case the goods are delivered under reservation of title the Supplier shall only be entitled to claim possession after withdrawing from this contract.
3. Buyer is entitled to process, blend, commingle, fill, repack, relabel and resell the goods in the ordinary course of business, including before full payment.

VI. Warranty:

1. The Supplier warrants that all the goods shall adhere to the specifications laid down in the order and in the absence of such specification shall be of merchantable quality and fit for the purpose of the contract. The Supplier further warrants that all goods shall be free from defects in materials and workmanship and conform with all quality standards and specifications concerning the manufacture, packaging, packing, transportation and delivery of the goods prescribed by us, especially if determined in descriptions, drawings or other data carriers. Unless otherwise agreed the goods shall comply with all applicable regulations and legal requirements of the country of destination. The Supplier especially guarantees installation sheets and operating instructions being up to the standards of the market of the country of destination. Deficiencies in installation sheets or operating instructions shall be classified as defects of the goods.
2. Section 377 of the German Commercial Code shall not apply. The Buyer shall therefore have no obligation to inspect the goods directly upon or after delivery. A warranty period of 24 month from date of delivery shall be applicable in all cases. Any notice of defect does interrupt the warranty period for the defective delivery. In case of a substitute or subsequent delivery the statutory warranty period starts anew.
3. If Buyer discovers the delivered goods to be defective, supplied in less quantity than ordered or to have been otherwise delivered incorrectly the Supplier is obliged to replace the defective goods without delay with defect-free goods. If the Supplier does not comply with this obligation Buyer shall be entitled – at Buyer´s choice - to reject all or some of the goods and wholly or partially cancel this contract or to keep the delivered goods and demand repair or a reduction of the order price. Buyer´s statutory warranty rights remain unaffected.
4. The Supplier is obliged to bear all costs and expenses incurred for purposes of remedying defects or substitution of the goods. Buyer´s right to claim damages, especially damages due to non-performance remains unaffected.
5. Any payment for goods by Buyer shall not constitute a waiver of claims.

VII. Intellectual Property/Indemnity:

1. The Supplier warrants that the delivered goods are free of third parties' claims and rights, especially third parties' security interests, and that neither the delivery nor the later use of the goods infringes any patent rights, trademark rights, registered design rights, copyrights, licences or other third parties' protective rights. Supplier shall indemnify Buyer and hold Buyer harmless from and against any liability towards a third person from any claims and infringement of third party's rights.
2. The Supplier shall further indemnify Buyer and hold Buyer harmless from and against any liability towards a third person arising from defects or non-performance of the warranty imposed by Section VI of these Terms as well as consequential damage caused by a defect of the goods delivered by the Supplier and claims in respect of product liability.
3. The obligation to indemnification and reimbursement does not apply if the underlying incident can be proven to result from Buyer or Buyer´s vicarious agents´ grossly negligent or intentional misbehaviour.
4. The Supplier is obliged to reimburse all payments to Buyer which we have made to satisfy justified claims.

VIII. Termination:

1. If the Supplier is in breach of one of the conditions of this contract or any other contract with Buyer, Buyer shall be entitled to terminate this contract entirely or partially by giving written notice to the Supplier if the Supplier does not subsequently perform its relevant duty within an appropriate final deadline set by Buyer.
2. In case the delivery date has been explicitly agreed upon on a fixed-date-basis and the Supplier fails to deliver on the fixed delivery date Buyer shall be entitled to cancel the contract prior to delivery or within fourteen (14) days after the delayed delivery with immediate effect.
3. Buyer shall be entitled to terminate the contract with immediate effect in the event that the Supplier engages in any activity, practice or conduct which would constitute an offence against any applicable laws, statutes or regulations relating to anti-bribery or anti-corruption according to Section X.

4. Buyer shall further be entitled to terminate the contract if it becomes recognizable after the contract has been concluded that fulfilment of the performance by the Supplier will be jeopardized due to the Supplier's inability to perform its obligations under this contract. This does not apply if the Supplier provides a sufficient security for the fulfilment of its obligations.
5. If the contract is terminated the Supplier shall immediately refund all money already paid by Buyer. After termination Buyer refuses to accept further delivery of goods. Buyer shall have the right to store the goods already received at the Supplier's risk and expense. In this event, the Supplier shall be liable for any loss or damage arising therefrom. If storage is not possible for whatever reason Buyer shall be entitled to sell goods that have already been delivered on Supplier's account. If applicable the proceeds may be used as compensation for damages caused by the events described above.
6. Buyer´s right to claim damages for non-performance due to the Supplier's breach of contract, either instead of or additionally to the termination, remains unaffected. This includes damages for loss of profit which we would otherwise have made on a subsequent resale of the goods. Costs for checking and sifting through the defected goods are to the Supplier's account. Buyer may also refuse the delivery of the goods and execute a covering order on Supplier's account. In such an event the Supplier shall pay Buyer compensation for additional costs and for damages caused by its fault.

IX. Assignment:

Supplier shall not without our prior written consent assign any of its rights or transfer any of the Supplier's obligations under this contract to a subcontractor if not named in this order. Supplier does hereby assign to us all its claims against its suppliers in case of delivery of defective goods, and we herewith accept the assignment.

X. Compliance with Laws:

1. Supplier shall at all times conduct its operations and activities in strict compliance with all applicable laws, rules and regulations including without limitation, those relating to anti-bribery and anti-corruption, export controls, trade sanctions and embargoes, including those enforced by European national laws, the European Union, the United States (e.g., OFAC), the United Kingdom, and the United Nations. A breach of this clause shall be considered material and Buyer will be entitled to terminate the contract with immediate effect by notice in writing.
2. Buyer is entitled to save and use data within the range of the business relations with the Supplier in accordance with the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).
3. Supplier shall comply with all applicable environmental, human-rights, labour, health and safety, anti-bribery and anti-corruption laws, as well as the Buyer´s Code of Conduct, and shall ensure appropriate compliance throughout its supply chain. Supplier is obliged to fulfil its obligations under public law in connection with European Regulation (EC) No 1907/2006 (the REACH Regulation).
4. Without prejudice to any confidentiality or non-disclosure agreement between the Parties, the Supplier shall keep strictly confidential all information and documentation disclosed by the Buyer relating to the Buyer´s specifications, trade secrets, proprietary processes, know-how or business methods, or otherwise designated as confidential. The Supplier shall not use such information for any purpose other than the performance of the Contract, nor copy or disclose it to any third party, except with the Buyer´s prior written consent or as required by applicable law.

XI. ESG Regulation:

1. Environmental: Supplier shall comply with all applicable environmental and chemical safety laws, including, where applicable, REACH, RoHS and the EU Packaging and Packaging Waste Regulation (PPWR), and shall ensure proper handling, storage, transport and disposal of the Goods, packaging and hazardous substances. Supplier shall comply with applicable Safety Data Sheet (SDS) requirements, provide available GHG/carbon footprint and Scope 3 emissions data upon reasonable request, and use reasonable efforts to promote green logistics, including efficient transport, route optimisation and recyclable or reusable packaging.
2. Social: Supplier shall comply with all applicable human rights, labour, health and safety laws and recognised ILO standards, including requirements relating to child labour, forced labour and modern slavery. Supplier shall ensure appropriate workplace safety measures, including compliance with relevant chemical handling procedures and PPE requirements, and shall use reasonable efforts to promote responsible and ethical sourcing throughout its relevant supply chain.
3. Governance: Supplier shall comply with all applicable anti-bribery, anti-corruption, anti-money laundering and competition laws, as well as the Buyer´s Code of Conduct. Supplier shall maintain appropriate compliance, internal reporting and whistleblowing mechanisms that allow suspected legal, ethical, social or environmental violations to be reported confidentially and without retaliation. Upon reasonable notice, the Buyer reserves the right, upon reasonable notice, to conduct or appoint an independent third party to conduct audits of relevant records, processes and facilities to verify compliance with this clause, subject to reasonable confidentiality and operational requirements.

XII. Place of Performance, Governing Law and Jurisdiction:

The agreed Incoterm shall determine the place of delivery and the transfer of risk. The place of performance for performances and deliveries shall be specified by Buyer, unless otherwise agreed in writing. The Supplier´s works or warehouse shall not constitute the place of performance or the place of transfer of risk unless expressly agreed otherwise in the applicable order. The place of jurisdiction shall be Frankfurt am Main. All contracts and other legal relationship between Supplier and Buyer shall be governed by German law. The applicability of the UN Convention on the International Sale of Goods (CSIG) shall be excluded.

XIII. Miscellaneous:

1. The headings of the provisions of these Terms are included for convenience only and shall not affect the interpretation of these Terms. Should one or several of the provisions contained in these Terms be invalid or unenforceable, this shall not affect the validity of the other provisions and of the contract. The Parties shall replace any invalid or unenforceable conditions by valid provisions which come nearest to the purpose intended by the invalid or unenforceable conditions.
2. Any notices in connection with the contract may be given by facsimile or e-mail explicitly excluding other electronic means such as social medias.
3. Supplier shall not be entitled to assign rights and/or duties under the contract, wholly or in part without prior written consent of Buyer. Any assignments of the contract by Buyer shall be allowable subject to written notice to Supplier if the assignee is an affiliated company of Buyer.
4. No failure or delay on our part in exercising any right or authority shall operate as a waiver of such a right or such an authority nor shall any single or partial exercise of a right or an authority operate as a waiver thereof.
5. In case of any interpretation discrepancies between the German and the English version of these Terms the German version shall prevail.