

ELANTAS Europe GmbH

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Einkauf.ELANTAS.Europe@altana.com
www.elantas.com



GENERAL CONDITIONS OF PURCHASE

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1. Order

These General Conditions of Purchase shall constitute an integral part of each order. Orders and all associated declarations and agreements must be made in writing in order to be legally binding. Supplementary or conflicting terms and conditions of business applied by the Supplier shall only be valid if we have acknowledged them in writing. The requirement of the written form may only be waived if accordingly agreed in writing. Offers shall not be subject to charge.

2. Acknowledgement of Order

The Supplier shall acknowledge each and every order with binding details of price and delivery period by way of returning our legally binding, countersigned order acknowledgement form. We shall be entitled to cancel an order if we have not received said acknowledgement within 8 days.

3. Delivery Item

3.1. Unless the delivery item comprises technical goods and/or machinery or machinery parts, the Supplier shall not be entitled to make any alterations or modifications to the relevant manufacturing process without our prior approval. This shall also apply even if such alteration or modification does not have any effect on the specifications of the delivery item.

3.2. The Supplier shall without delay notify us of all insurance taken out in respect of the services with which he is to provide us, in particular in respect of insurance covering installation, works/erection and assembly and/or construction.

3.3. In the case of supply of raw materials the number of batches delivered shall not exceed the quantity specified in the order.

4. Delivery Period

4.1. The agreed delivery period is to be complied with. We shall be entitled to have the delivery's implementation suspended for a reasonable period of time. In such cases the delivery period shall be extended by the duration of the suspension. As soon as the Supplier recognizes that he is unable to punctually deliver the order in its entirety or in part he shall notify us of this situation without delay, and at the same time provide details of the reasons for such delay and of how long the delay is likely to last. The Supplier shall be obliged to request from us in due time the documents that we are to supply for the purposes of executing the order.

4.2. Failure on the part of the Supplier to provide evidence that he is not responsible for a delay in delivery shall entitle us to a contractual penalty to the amount of 0.2% of the net order value per working day for the duration of the delay. Said contractual penalty shall not exceed a total of 10 per cent of the order value. In the event that we accept the performance of the Supplier as having been fulfilled in such instance we will nevertheless reserve the right to assert the contractual penalty. This reservation need not be made expressly and may be asserted until the time of the final payment. Subsequent claims for compensation shall remain unaffected hereby. Irrespective of any assertion of contractual penalties and/or claims for compensation, we shall retain the right to withdraw from the contract.

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5. Packaging

At our request the Supplier shall collect all accumulating wrapping materials, transport and sales packaging from the place of the order's fulfilment or arrange for said materials and packaging to be collected by a third party.

6. Quality Assurance, Quality Inspection

The Supplier shall implement and maintain an effective quality assurance system and provide appropriate substantiation thereof at our request. At our request the Supplier shall implement a quality assurance system in line with DIN ISO EN 9000 ff. We shall be entitled to check over this quality system or arrange for this to be done by a third party. At our request the Supplier shall provide test certificates in respect of contractually agreed quality characteristics. At our request the Supplier shall provide materials verification in respect of primary materials used as well as a certificate of origin substantiating the source of the delivery item.

7. Work Performed on our Premises

The Supplier and his subcontractors shall be subject to our actual Safety Guidelines in respect of any and all work he/they perform on our premises and to the instructions for customer service, installation and company personnel.

8. Dispatch Regulations

8.1. Delivery consignments are to be accompanied by a delivery note in duplicate and a packing slip. The following details are to be indicated in all dispatch documents and on outer packaging: order no., material designation and material no., batch no., VAT tax registration no., gross and net weights, quantity and type of packaging (returnable/non-returnable) as well as unloading point and consignee. Individual packages/drums are to be marked with the respective material designation, material no., batch no., date of manufacture and net weight.

8.2. The Supplier shall arrange the dispatch of the delivery item and in doing so shall select the most reasonably priced and most appropriate means of transportation. If the delivery is subject to "delivery ex works" then the Supplier need not take out any transport insurance.

8.3. The Supplier shall ensure that hazardous products are packed, marked and sent out in line with the relevant national and international regulations.

9. Warranty

9.1. The Supplier herewith guarantees that the delivery item possesses the warranted quality, has no defects that might impair its value or suitability, and is in line with the conditions specified in the order and with the state of the art. All technical articles listed in the order are to have been manufactured in accordance with the European and national regulations (for example laws, EN guidelines, standards, etc.) that are valid at the time of the delivery. On his own initiative the Supplier is, where applicable, to apply a CE mark and include or send at the same time a certificate of conformity. Any additional requirements and specifications included in the order are to be complied with. Electrical motors are to comply with the relevant IEC standards in terms of dimensions and performance. Only structural designs suitable for mass production are to be used. Any case of nonconformity will lead to the item in

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question being sent back at the expense of the Supplier in the same way that any subsequent consequential damage resulting therefrom will lead to the assertion of claims for damages on our part.

9.2. The Supplier will not be held responsible for any damage to the delivery item that is caused by natural wear and tear of individual components or for damage or improper treatment on our part.

9.3. The warranty shall apply for a period of 24 months as from receipt of the delivery item at our premises. Further on the German code of commercial law will apply.

10. Observance of Secrecy

10.1. The Supplier shall treat the enquiry, order, delivery and performance as business secrets. All details and documents, including models, tools, etc., with which we provide the Supplier or which the Supplier produces according to our specifications are not to be used for any purposes other than those for which we have given our express consent, and shall neither be duplicated nor made available to third parties. Such documents shall remain our property and are to be returned without delay at our request.

10.2. The Supplier may only make reference to the business relationship for advertising purposes subject to our prior written consent.

11. Payment

Payment will be made within 14 days as from the receipt of the invoice and of the delivery, and subject to 3% cash discount or without any deduction after 60 days, or in accordance with specifically agreed conditions of payment. Applicable Law, Place of Jurisdiction. The contractual relationship shall be governed by the law of the Federal Republic of Germany. Provisions that are customary in the trade shall be drawn up and interpreted in line with Incoterms 1990. The place of jurisdiction shall be Hamburg or, at our discretion, the place of jurisdiction to which the Supplier is subject.