

# General Terms and Conditions of Purchasing of Innospec Leuna GmbH

## § 1 Scope

The goods and services to be purchased by Innospec Leuna GmbH (hereinafter referred to as "Innospec" or "we" or "us" or "our") are purchased exclusively on the basis of these terms and conditions. The terms and conditions hence also apply to all future business relations, including where they are not expressly agreed. These terms and conditions are deemed to have been accepted at the latest with delivery of the goods or services.

Terms and conditions of the supplier of goods and services (hereinafter referred to as the "Contractor") deviating from these terms and conditions shall not be acknowledged, unless we agree to these expressly in writing. Acknowledgements of the Contractor with reference to his terms and conditions are hereby expressly contradicted.

Our terms of purchasing apply exclusively. We do not acknowledge terms of sale of the Contractor unless we agree to these expressly in written form. Our terms of purchasing shall also apply where, in awareness of contradictory or deviating terms of the Contractor, we accept his delivery without reservation. Our terms of purchasing apply to all future transactions with the Contractor.

Unless otherwise specified, our terms of purchasing only apply where the Contractor is a business person (§ 14 BGB - German Civil Code), public corporation or separate estate under public law.

## § 2 Correspondence

All correspondence must bear our complete order number and order date.

## § 3 Order/order confirmation

Orders placed by us are only binding where issued on the official order form of Innospec Leuna GmbH. Orders are to be confirmed by the Contractor in written form. Supplementary agreements require written form and signature of both parties for their validity.

Verbal and telephone orders as well as other agreements in relation to the conclusion and implementation of a supply contract require our written confirmation for their validity.

The drawings and similar enclosed to our order form the basis of the contract. We reserve title and copyright to illustrations, drawings, calculations and other documents. All documents are to be treated with confidentiality. The Contractor requires our express, written authorisation before forwarding the aforementioned documents to third parties.

For risk analysis purposes we are entitled to view the technical documentation of the delivery item.

Where import restrictions exist for the goods, the Contractor shall provide notification of this in the offer.

## § 4 Delivery date

The order is based upon the agreed delivery date. The delivery time stated in the order begins with the date of order.

The Contractor is obliged to meet the delivery time. Should he fail to meet the delivery time, then he shall enter into default, without the requirement of a further reminder or the setting of a deadline. In the event of delayed delivery we are entitled to demand a contractual penalty of 0.2 % of the net order amount per calendar day of the default, to a maximum of 5 % of the net order amount. We need not reserve enforcement of the contractual penalty for acceptance. Rather, we may enforce this up until the final invoice. Statutory terms also apply. The Contractor is entitled to prove that no or a significantly smaller loss has been incurred as a consequence of the default.

As soon as the Contractor is aware that he is unable or only partially able to undertake delivery in good time he shall notify us of this without delay, in written form, stating the reasons and the provisional duration of the delay.

In the event of a delay to the delivery time due to force majeure we may demand performance at a later date at the conditions originally agreed or, following the passing of a reasonable period of respite, withdraw wholly or partially from the contract.

Partial deliveries shall only be accepted by us where these have been agreed in advance. Invoices for partial deliveries not agreed to shall only fall due for payment following complete delivery.

## § 5 Warranty

The Contractor guarantees that the delivery item does not have any defect that limits its value or its suitability for its common purpose or the purpose stated in the order / contract, and that none of the assured properties are lacking. The delivery shall correspond to the terms stated in the order, together with the respective valid statutory, administrative and technical regulations, as well as the specifications of the respective trade associations. The ordered quantity (weight, units, length, surface area, volume etc) is to be observed precisely. The Contractor also undertakes the same warranty for parts supplied by his subcontractors.

The notification of defects in the scope of the duty to examine and requirement to give notice of defects pursuant to § 377 HGB (German Commercial Code) shall be deemed to be prompt and timely where it is received by the Contractor within 2 weeks.

If the attempt of the Contractor at supplementary performance fails, if he has refused supplementary performance unreasonably or allowed a reasonable period of respite set by us to lapse, then we shall be entitled to rectify the defect itself or have it rectified by third parties without further notice and to demand compensation of the cost incurred for this and a reasonable advance payment by the Contractor. Moreover, the right to cancellation of the order / withdrawal and compensation of further loss is not affected. This right to rectify at own discretion shall not apply where the Contractor was entitled to refuse supplementary performance in accordance with statutory regulations.

Statutory warranty periods apply.

## § 6 Shipping; right of retention

The complete order numbers with order date are to be listed in all shipping documents (consignment note, bill of lading, package section etc).

Consignment notes and similar must include the reference: "Inform recipient via telephone". Each consignment is to be accompanied by a packing slip (delivery note), on which the type of shipment (carriage paid or carriage unpaid), individual weights, but at the least the total weight and the subject of each item is listed.

Delivery notes are to be sent in triplicate form with the aforementioned details, via post, without delay. Each order is to be completed in a closed and complete manner.

Partial deliveries may only be effected with our prior written agreement. Each partial delivery is to be expressly labelled as such in the delivery note. The final delivery must contain the reference "final delivery".

In the case of wagon loads the official railway empty and full weighing of the wagon is to be arranged. Full weighing with statement of the empty weight noted on the wagon is not sufficient.

No cost of cartage is recognised in the event of collection of the goods by us.

In the case of cross-border deliveries the shipping and customs regulations are to be requested from our transport department at the latest 14 days prior to the agreed delivery date.

A right of retention on the part of the Contractor is excluded, unless the right of retention is based on the same contractual relationship.

## § 7 Risk of transport

Delivery is undertaken at the risk of the Contractor.

## § 8 Price & Invoicing

The price invoiced to Innospec shall be as stated in the order and may not be varied by the contractor.

Following delivery the invoice is to be sent to Innospec in triplicate, with precise statement of order and job number, together with the individual item numbers. Should these specifications fail to be met, or acceptance documents, attests etc. fail to also be delivered, the invoice shall be deemed to be unresent until clarification, respectively completion on the part of the Contractor. The same conditions also apply for consignment notes and delivery notes.

Any additional performance and deliveries are to be listed separately in the invoice.

## § 9 Payment; offsetting

Payments shall be made within 30 days of delivery and receipt of invoice with the deduction of a 3% discount, or within 90 days net in the form of payment of our choice. In the case of acceptance of an early delivery the agreed date shall be deemed to be the delivery date.

Assignment of claims against us is only permissible with our prior written agreement. Effectively agreed retention of title customary in the trade is not affected by this, extended retention of title is not agreed.

Offsetting by the Contractor against claims against us is only permissible where the offsetting is against a claim that is undisputed, i.e. acknowledged in writing, or that has been legally verified.

## § 10 Transfer of title

Title to the goods is transferred to us upon delivery.

## § 11 Patent infringements

The Contractor is liable for ensuring that the supply, use and transport of the goods do not infringe patents or other trademark rights of third parties and shall indemnify Innospec should a third party claim that supply to Innospec is in breach of its intellectual property rights.

§ 12  
Acceptance

The costs of technical acceptance/inspection and any official inspections are included in the contract price, the personal costs of our agents shall be borne by us.

Should repeat inspections prove necessary for reasons for which the Contractor is responsible, the personal costs of the officers of Innospec Leuna GmbH and its agents, as well as our customers, shall be borne by the Contractor.

A technical acceptance/inspection by us and/or our agents shall not release the Contractor from his contractual fulfilment and warranty obligations. In particular, the aforementioned technical acceptance/inspections do not constitute acceptance in the legal sense (§ 640 BGB - German Civil Code); they therefore have no significance for transfer of risk, fulfilment and commencement of the warranty period.

Receipts of delivery are valid subject to a subsequent inspection of the delivery for completeness and correctness.

§ 13  
Documents and models

Documents, drawings, models etc. provided to the Contractor for the manufacture of the delivery item remain our property and may not be used by the Contractor for other purposes, reproduced or made accessible to third parties. We reserve title and industrial property rights to all drawings and documents provided to the Contractor.

§ 14  
Statutory minimum wage

The Contractor is obliged to observe the regulations regarding payment of the statutory minimum wage and to ensure that these regulations are also observed by his subcontractors. In the event of infringement the Contractor shall release us from claims of third parties for compensation.

§ 15  
Accident prevention regulations

For the purpose of preventing industrial accidents the Contractor is obliged to observe the applicable accident prevention regulations, together with all generally-acknowledged safety and occupational health regulations.

§ 16  
Assignment of the supply contract

The Contractor may not assign the main contractual obligation to third parties (subcontractors) without the written authorisation of the Customer.

§ 17  
Offsetting clause

We are entitled to offset all of our own claims against the Contractor or a company in its corporate association against counterclaims that the Contractor has against us.

Offsetting is also permissible where the due dates of the mutual claims differ or where cash payment was agreed in one case and payment by bill of exchange or acceptance in the other case. Offsetting is undertaken with value date in the event of differing due dates of the claims. In the case of ongoing payment transactions the entitlement to offset refers to the account balance.

§ 18  
Place of performance/jurisdiction

Place of performance for deliveries is the place to which the materials are sent at our instruction, or where the assembly/performance takes place.

Jurisdiction for all disputes is Leipzig. We reserve the right to also take action where a jurisdiction for the Contractor is legally justified.

§ 19  
Data processing

The Contractor agrees that data required for conclusion of contract and/or implementation of the contract may be processed, in particular saved as files and/or communicated to third parties within the company from files.

§ 20  
Export Compliance and Conflict Minerals

The Contractor agrees to comply with all export controls and sanctions laws, specifically including, but not limited to, (a) the U.S. Export Administration Regulations (EAR); (b) the U.S. International Traffic in Arms Regulations (ITAR); (c) applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury; (d) U.S. antiboycott laws; (e) the applicable export control rules, economic sanctions or other restrictive measures of the European Union, as enforced by its Member States; and (f) any applicable foreign laws and regulations.

The Contractor shall ensure that conflict minerals are not necessary to the functionality or production (as defined under Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission Rules issued pursuant to that Act) of the Goods supplied to Innospec. Upon Innospec's request, the Contractor shall promptly provide to Innospec a signed certification, in such form as Innospec may from time to time require, confirming compliance with the provisions of this clause.

§ 21  
Applicable law

The contractual relationship is subject to the law of the Federal Republic of Germany exclusively, including where the Contractor does not have its legal residence in the Federal Republic of Germany or where the place of performance is in another country. The application of the UN Convention on contracts for the International Sale of Goods (CISG) of 11/04/1980 is herewith excluded.

**Effective as included in all orders placed on or after 01 October 2015**