

General Terms & Conditions of Purchase and Payment for Innospec Deutschland GmbH (hereinafter also referred to as the "Purchaser")

Thiesstraße 61, D-44649 Herne
Tel.: (02325) 980-0, Fax: (02325) 980-216

1. General provisions

These General Conditions of Purchase shall apply to all orders – including future orders – for goods and services, and their processing. We shall not recognise any conditions that conflict with or differ from these Conditions of Purchase imposed by the Supplier/ Vendor, unless stipulated otherwise in these Conditions of Purchase or in the contract with the Supplier/ Vendor. Should we accept goods without express objection, this may not be construed in any way whatsoever as an acceptance of the Supplier's/ Vendor's conditions.

The interpretation of commercial terms shall be based on the Incoterms® in the version that is valid at the time.

2. Quotes

The Supplier/ Vendor must adhere precisely to the type, quality, quantity and condition stipulated in the inquiry in their quote and, in the event of any deviations, shall explicitly highlight them.

Quotes shall be free of charge and non-binding for the Purchaser.

3. Prices

The agreed price shall be a fixed price.

4. Orders

Only written orders shall be valid. The verbal outcomes of discussions and telephone agreements must be confirmed in writing in order to be binding. All orders must be confirmed in writing by the Supplier/ Vendor. They shall be deemed to have been accepted unchanged in all respects, should the Purchaser not have received a written statement to the contrary from the Supplier/ Vendor within 15 working days.

5. Delivery dates and delayed delivery

The Supplier/ Vendor undertakes to immediately inform the Purchaser in writing, should circumstances arise or come to its notice, from which it is evident that it will not be possible to adhere to the agreed delivery date.

In the event of a delayed delivery, the Purchaser shall be entitled to claim lump-sum damages for delay equal to 1% of the delivery value for each completed week, but only up to a maximum of no more than 5%. The Supplier/ Vendor shall have the right to submit evidence to the Purchaser that no or significantly lower losses/ damage occurred as a result of the delay. The Purchaser shall have the right to submit evidence to the Supplier/ Vendor that higher losses/ damage occurred as a result of the delay.

Further legal claims by the Purchaser (Cancellation and compensation in lieu of performance) shall remain reserved.

6. Freight costs

Unless agreed otherwise, items shall be delivered by lorry free at the Purchaser's premises. Transport costs must be itemised separately in all cases.

7. Transport risk

The Supplier/ Vendor shall bear the transport risk. Any insurance costs included in the price shall be itemised separately in the price quoted.

8. Investigation of defects. Liability for defects, product liability/ indemnification, liability insurance cover

1. The Purchaser shall inspect the goods within a reasonable period for possible discrepancies in terms of quality and quantity; a complaint shall be deemed to be timely provided it is received by the Supplier/ Vendor within a period of 5 working days from receipt of the goods or, for hidden defects, from the time of their discovery.

2. The Purchaser shall be fully entitled to make statutory legal claims for defects; in all cases, the Purchaser shall be entitled to require the Supplier/ Vendor to remedy defects or supply a new item, at the discretion of the Purchaser. Remedial work by the Supplier/ Vendor shall be deemed to have failed following the first unsuccessful attempt. The right to claim compensation, in particular for compensation instead of performance, shall remain explicitly reserved.

3. The Purchaser shall be entitled to remedy defects itself, at the cost of the Supplier/ Vendor, should there be a delay in the Supplier/ Vendor rectifying a defect.

4. Where the defect affecting the goods supplied is due to a defect affecting a primary product used by the Supplier/ Vendor to produce the goods supplied, the Supplier/ Vendor shall assign to the Purchaser with immediate effect – as a conditional payment – all warranty claims for defects, which it is entitled to make for the defect in the primary product against its preliminary supplier. This assignment shall be limited to the extent of damage/loss caused directly or indirectly to the Purchaser by the defect in the goods supplied. The Supplier/ Vendor shall provide the Purchaser, on the latter's request, with all the documents and information that are necessary to enforce the assigned warranty claims for defects. The Purchaser shall be entitled, but not obliged, to take action against the preliminary supplier on the basis of the assigned rights

The Purchaser undertakes to reassign the warranty claims for defects assigned to it to the Supplier/ Vendor, where the Supplier/ Vendor has fully satisfied the Purchaser.

5. The limitation period for warranty claims for defects shall be 36 months from the transfer of risk, insofar as the mandatory provisions of §§ 478, 479 of German Civil Code do not apply.

6. Where the customer is the consumer, the provisions of §§ 478, 479 of German Civil Code shall remain unaffected.

7. Where the Supplier/ Vendor is liable for product liability damages, it undertakes to hold the Purchaser harmless against claims for damages by third parties, on first demand, insofar as the cause lies within its sphere of control and organisation and it is itself liable as regards third parties.

8. Within the framework of its own liability for damages in accordance with Para. 7, the Supplier/ Vendor also undertakes to reimburse the Purchaser any costs pursuant to §§ 683, 670 of German Civil Code or pursuant to §§ 830, 840, 426 of German Civil Code, which arise from or in connection with a lawful product recall procedure carried out by the Purchaser. The Purchaser shall notify the Supplier of the content and extent of such recall measures – to the extent possible and reasonable – sufficiently in advance and give the Supplier the opportunity to comment.

9. The necessary notification for the relevant competent authority in accordance with the provisions of the ProdSG shall be issued by the Purchaser in agreement with the Supplier/ Vendor.

10. The Supplier/ Vendor undertakes to take out product liability insurance providing cover of € 10 million per personal/property damage claim – lump sum –; should the Purchaser have additional claims for damages, these shall remain unaffected.

10. Invoices and payment

Invoices must be sent to the following address: Innospec Deutschland GmbH, Buchhaltung, Thiesstraße 61, D-44649 Herne or by e-mail to Finance.Herne@Innospecinc.com - they should not be enclosed with deliveries.

The contractual basis (Order number) must appear on invoices; Invoices without an order will be returned.

Partial invoices for partial deliveries or services shall only be permitted if this is agreed in the order, they must be identified as such.

Payments shall be made, unless agreed otherwise, at the end of the month following delivery or performance and receipt of the invoice, by bank transfer or cheque, at the Purchaser's discretion.

Payment periods shall commence with the unconditional acceptance by the Purchaser of a delivery or service and receipt of the invoice and shall end when payment is sent by the Purchaser. The payment date shall have no effect on the Supplier's/ Vendor's liability for material defects.

11. Assignment / Retention of title

The Supplier/ Vendor may only assign claims against the Purchaser to third parties with the Purchaser's consent.

The Supplier's/ Vendor's terms covering its retention of title shall apply provided that ownership of the goods shall pass to us on payment and, accordingly, an ongoing form of so-called current account retention shall not apply.

The Supplier/ Vendor can only reclaim the goods on the basis of a retention of title if it has previously withdrawn from the contract.

12. Confidentiality

All information, drawings, plans, etc., which are entrusted to the Supplier/ Vendor in connection with the production of an item for delivery or the provision of a service, as well as drawings, etc. produced by the Supplier/ Vendor according to the Purchaser's specifications, may not be used by the Supplier/ Vendor for other purposes, reproduced or made available to third parties. On request, they must be immediately returned to the Purchaser together with all copies or reproductions. Should no goods or services be provided, the Supplier/ Vendor must return them to the Purchaser without being requested to do so. The Supplier/ Vendor must regard the order and the related work as business secrets and treat them as confidential. It shall be liable for all losses/damage incurred by the Purchaser as the result of the violation of any of these obligations.

13. Minimum wage, accident prevention regulations, human trafficking; conflict minerals

1. The Supplier/ Vendor shall ensure that it pays its employees the legal minimum wage and shall also subject its subcontractors, as well as additional contractors appointed by the latter, to the same obligation. The Supplier/ Vendor hereby declares that it is not debarred from the awarding process for public contracts.

On the request of the Purchaser and at any time, the Supplier/ Vendor undertakes to provide proof of payment of the minimum wage by the Supplier/ Vendor and, where applicable, its subcontractors, for the period of the last two relevant years for its accounting obligations pursuant to § 17 of the New German Minimum Wage Act. This proof must be provided by submitting the relevant records of hours

worked and the remuneration paid for these hours. Furthermore, on request and at any time, the Supplier/ Vendor shall allow the Purchaser to access the relevant (anonymised) payroll.

In the event of a failure to comply with these obligations to provide proof, a contractual penalty of 10,000 EUR shall be forfeited per incident.

In the event that a third party should raise a claim against the Purchaser pursuant to § 13 of the New German Minimum Wage Act, § 14 of the Posted Workers Act, the Supplier/ Vendor shall hold the Purchaser harmless from all claims, including legal defence costs, on first written demand.

Should the Supplier/ Vendor breach the provisions specified herein, the Purchaser shall be entitled to terminate the contract for extraordinary reasons without observing a notice period. The same shall apply in the event of a breach of the agreed obligations to provide proof by the Supplier/ Vendor.

2. To prevent workplace accidents, the Supplier/ Vendor undertakes to observe the applicable accident prevention regulations, as well as generally accepted health and safety rules.

3. Supplier represents that it complies with all applicable laws and regulations, including eradication of slavery, human trafficking, and forced, indentured, involuntary or compulsory labour in any part of its business or in any of its supply chains, as well as any related transparency and/or disclosure requirements, and requires its suppliers, including labour brokers and agencies, to do the same.

Supplier represents that its supply chain and materials incorporated into its products comply with national and international laws prohibiting slavery and human trafficking.

Supplier agrees to treat workers with dignity and respect, provide them with a safe work environment, conduct business in compliance with applicable environmental, labour and employment laws and laws relating to slavery and human trafficking, and refrain from corrupt practices and engaging in human rights violations.

4. The Supplier/ Vendor must ensure that no conflict minerals are necessary for the functionality or production of the goods supplied to the Purchaser (pursuant to Paragraph 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act and the SEC rules adopted on the basis of this act). On the Purchaser's request, the Supplier/ Vendor must immediately provide the Purchaser with a signed certificate of compliance with this clause, in the form determined by the Purchaser.

14. Transferring the supply contract

The Supplier/ Vendor may not arrange for a major obligation to be fulfilled by a third party (subcontractor) without the Purchaser's written consent.

15. Advertising material

Any reference to the existing business relationship with the Purchaser in advertising material, which is printed or reproduced in another manner, as well as in press releases, shall only be permitted with the Purchaser's express consent.

16. Shipping

For shipping, the chosen carrier's relevant regulations must be observed and the cheapest transport option for the Purchaser chosen, provided the Purchaser has not expressly stipulated the means of transport. For each individual consignment of an order and regardless of the type of shipping and billing, the Supplier/ Vendor must still issue a detailed shipping note separately on the day on which the goods are shipped. Dispatch notes, consignment notes, parcel labels, stickers and tags for packages and parcels, invoices and all correspondence must bear the order number and order date.

If the order is transferred, the Supplier/ Vendor shall be responsible for compliance with these shipping regulations by its subcontractor. The latter must name their client in all documents.

17. Delivery weight

Due to customary re-weighing by the Purchaser, acknowledgement of the delivery weight shall be reserved. In the event of a difference in weight, the usual tolerance for the particular type of goods shall be applied.

The weights of lifting equipment and tools must be listed separately on loading

18. Place of jurisdiction, applicable law, place of performance

The sole place of jurisdiction for all disputes arising from this contract shall be Herne. The Purchaser may also institute proceedings against the Supplier/Vendor at its place of jurisdiction. The contract shall be governed by German law, with the exclusion of the UN Convention on the International Sale of Goods.

The relevant place of performance shall be determined by the shipping address specified.