

# General Terms and Conditions for the Supply of Goods and Services by Innospec Leuna GmbH

## 1. General terms

1.1. The goods, services and offers of Innospec Leuna GmbH (hereinafter referred to as "Innospec" or "we" or "us" or "our") are provided 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 receipt of the goods or services.

1.2. Terms and conditions of the Purchaser deviating from these terms and conditions shall not be acknowledged, unless we agree to these expressly in writing. Acknowledgements of the Purchaser with reference to his terms and conditions are hereby expressly contradicted.

## 2. Offer and conclusion of contract

2.1. All offers of Innospec are subject to confirmation and are subject to availability of delivery of the goods and services. Offers of Innospec may be revoked at any time.

2.2. An offer furnished by Innospec is binding for at least 1 month, unless another period is expressly specified in the offer.

2.3. A contract only fundamentally exists with the signature of both contractual partners on a contract deed or with receipt of an express, written order confirmation of Innospec by the Purchaser in response to his offer (order). Declarations via fax shall be deemed to be written form. The aforementioned also applies in the case of amendments, supplements and subsidiary agreements.

2.4. A contract also comes to pass where Innospec carries out an order of the Purchaser in the form of goods or services unconditionally.

## 3. Goods and services

3.1. Unless expressly agreed otherwise in writing, deliveries of Innospec shall be made on the account and at the risk of the Purchaser.

3.2. Minor deviations from the contractually agreed goods and services that do not significantly restrict the contractually foreseen purpose and use are reserved and do not entitle the Purchaser to non-acceptance, withdrawal or the pursuit of compensation. Invoicing of the goods and services is undertaken on the basis of the quantity supplied.

3.3. The goods and services of Innospec are supplied at the contractually-agreed delivery times and dates. Call dates prescribed by the Purchaser within agreed delivery times are only binding where expressly confirmed by Innospec in writing. Where delivery times are agreed for goods and services and these are not expressly specified by binding call dates or express written agreements, Innospec may provide the agreed goods and services within the delivery time as it sees fit via partial delivery of goods, respectively services.

3.4. Transport, respectively packaging-related deviations in the actual delivery quantities from the contractually agreed delivery quantities are permissible.

## 4. Prices

4.1. Unless expressly otherwise agreed in writing, prices are in EURO (€) as net prices without tax, cash discount, commission and discount, for deliveries ex works, excluding freight, customs and import fees, including normal packaging.

4.2. The prices stated by Innospec in the order confirmation are definitive, plus the respective statutory taxes, freight costs, customs duties, import fees and costs for special packaging.

## 5. Shipping and assumption of risk

5.1. Unless expressly agreed otherwise in writing, deliveries of Innospec shall be made ex works. Agreed commercial or shipping terms, if any, shall be deemed construed according to Incoterms® 2010 (as amended from time to time or otherwise re-published by the International Chamber of Commerce).

5.2. Unless expressly agreed otherwise in writing, Innospec shall determine the shipping route and form, the packaging and means of transport at its own discretion.

5.3. Transport risk shall only be insured against at the express written request and cost of the Purchaser. Innospec bears no further liability arising from this, including third-party liability.

5.4. In the event of transport disruption, difficulties and delays Innospec is entitled and obliged to take all preventive or remedial measures that appear necessary to protect the goods. Innospec bears no further liability arising from this, including third party liability. Innospec shall only be liable for damage to the goods incurred in relation to the implementation of preventive or remedial measures that appear necessary as per sentence 1 in cases of intent or gross negligence.

5.5. The utilisation/disposal of the packaging used by Innospec shall be undertaken by the third parties named by Innospec.

## 6. Retention of title

6.1. The delivered goods remain our property until complete payment of our claims arising from the business relationship with the Purchaser. The Purchaser is entitled to dispose of the purchased goods in orderly business transactions.

6.2. Retention of title also extends to cover products created as a result of the processing, amalgamation or combination of our goods, to their full value, whereby we shall be deemed to be the manufacturer. In the event of the processing, amalgamation or combination of the goods with goods of third parties we shall acquire co-ownership in relation to the invoice value of these processed goods.

6.3. The Purchaser assigns to us with the conclusion of the contract the claims against third parties arising from the selling on wholly, respectively to the amount of our co-ownership portion pursuant to clause 6.2 at this point for the securing of all claims arising from this business relationship - including those that arise in the future - including a possible current account balance. The Purchaser is authorised to collect these on our account until revocation or cessation of his payments to us.

The Purchaser is not authorised to assign these claims, including for the purpose of collecting claims via factoring, unless this is combined with the obligation of the factor to secure for us directly the consideration to the amount of our share of the claim, so long as claims against the Purchaser still exist on our part.

6.4. Access by third parties to goods that belong to us and accounts payable to us shall be notified to us forthwith by registered letter by the Purchaser.

6.5. The execution of the retention of title shall not imply withdrawal from the contract.

6.6. The goods or claims in lieu of the goods shall not be pledged to third parties or transferred by way of security prior to complete payment of our claims. Similarly excluded is an assignment of the claims in lieu of the goods.

6.7. If the value of the security exceeds our claims by more than 20%, we shall, upon the Purchaser's request, release security of our choice.

## 7. Calculation / payment

7.1. The quantities, measurements and weights calculated and checked by Innospec are definitive for invoicing.

7.2. The Purchaser shall provide written notification of any objections to the correctness of the invoice forthwith following receipt of the invoice. These shall not entitle deferred payment or refusal of payment.

7.3. Unless otherwise agreed in written form, invoices of Innospec are payable within 30 days to the account stated by Innospec, without deduction. Bank fees for transfers shall be borne by the Purchaser. Where Innospec receives bills of exchange, bank discount and bank fees shall be borne by the Purchaser.

7.4. In the event of default of payment on the part of the Purchaser Innospec shall be entitled to cease delivery of the goods and services without further notification. Where justified doubt exists regarding the liquidity or creditworthiness of the Purchaser, Innospec may make delivery of further goods and services subject to corresponding advance payment and demand immediate payment of all claims from the business relationship.

7.5. Where the payment deadline is exceeded Innospec shall be entitled to demand default interest, notwithstanding the aforementioned term. An interest rate of 5 % above the respective base rate of the European Central Bank is deemed to be agreed. We reserve the right to pursue claims for default loss beyond this.

7.6. The Purchaser may only offset against claims of Innospec with undisputed or legally determined claims. The right of retention on the part of the Purchaser may only be exercised where his counterclaim is based on the same contractual relationship.

## 8. Warranty

8.1. All information in respect of the suitability, processing and utilisation of our products, technical consultations and other information is given to the best of our knowledge, shall, however, not indemnify the Purchaser from carrying out his own tests and trials. An assurance for a specified application is not provided, unless this is expressly agreed in written form.

8.2. Where the delivery of goods or services expressly concerns products with limited qualities warranty is excluded, unless the delivered goods also fail to meet the agreed, limited qualities.

8.3. The delivered goods shall be examined carefully by the Purchaser or a third party appointed by him without delay following delivery. They shall be deemed to be approved, with the consequence that claims for warranty are excluded, where we do not receive written notification of defects regarding visible defects or other defects recognisable in a prompt, thorough examination, within 14 days of delivery of the purchase item. In the case of a hidden defect or a de-

fect not recognisable in a prompt and thorough examination the notification of defect shall be communicated to us in written form within 14 days of its discovery. Otherwise, here too, the goods shall be deemed to have been approved, with consequential exclusion of claims for warranty.

- 8.4. Our warranty obligation shall, at our discretion, be limited to replacement delivery, rectification of defects or rescission of the contract. Should the supplementary performance of the contract fail, then the customer shall be entitled to reduce the price or withdraw from the contract.
- 8.5. Warranty claims against Innospec shall expire within one year of receipt of the goods.
- 8.6. In no circumstances whatsoever shall Innospec be liable for indirect or consequential losses, including, without limitation, loss of profits, loss of business or loss of goodwill.

#### **9. Liability / compensation**

Innospec shall only be liable for loss that it or its agents cause with intent or gross negligence. The limitation of liability shall not apply

- where damage to life, limb and health is involved, where breaches on the part of Innospec are concerned
- regarding cardinal obligations, i.e. obligations whose fulfilment enables the contract to be implemented and on whose compliance the contractual partner can trust regularly.

#### **10. Force majeure**

Should the contracting parties be hindered in the fulfilment of their contractual obligations by events whose hindrance lies beyond their power, respectively cannot be achieved with reasonable technical and financial effort and expense, then these obligations shall be suspended until the events and their consequences have been remedied. The contracting parties shall take care to ensure that they resume their obligations as soon as possible.

#### **11. Export Compliance**

Purchaser 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. Diversion of product contrary to applicable law is prohibited. Authorization may be required to re-export the commodity to a third country, therefore, Purchaser agrees to obtain such a license if necessary. These commodities are expressly prohibited from being exported to the following countries without a license: Cuba, Iran, N. Korea and Sudan. If, at any time, the preceding requirements have not been, may not have been, or may not be, complied with by any party (a "Non-Compliance Event"), Purchaser shall have an affirmative obligation to give actual notice thereof to Innospec immediately and without delay. Purchaser agrees further that Innospec may in its sole discretion, terminate any and all of its obligations under these terms hereunder because of any Non-Compliance Event (regardless of whether Purchaser has given notice as required by this section), and that Innospec shall not be subject to any liability as a result of, or in connection with any such termination.

#### **12. Place of performance and jurisdiction**

- 12.1. Place of performance for goods and services is the respective point of delivery (Innospec warehouse), for payment Innospec Leuna.
- 12.2. If the Purchaser is a businessman as defined by law, then jurisdiction shall be Merseburg or, at Innospec's sole discretion, the general place of jurisdiction of the Purchaser.
- 12.3. Subject to clause 12.2, jurisdiction for all disputes is Leipzig.

#### **13. Final terms**

- 13.1. Should individual terms of these terms and conditions prove invalid or become so, this shall not affect the validity of the remainder of the terms. Rather, the contracting parties shall be obliged to replace the legally invalid terms, retroactively to the time point of their invalidity, with valid terms that correspond as closely as possible to the intended economic purpose. If no agreement is reached in a reasonable period of time regarding the form of the terms taking into account the weight of the interests concerned, the corresponding statutory terms shall apply.
- 13.2. Deviations from these terms require written form.
- 13.3. All legal relationships and legal actions relating to this contractual relationship are subject to German law.

Effective as included in all orders placed on and after 5 December 2012.