

1. Abstract

1.1 These General Purchasing Terms form part of the contracts of purchase between

- **Sekisui Alveo B.V.**
Montageweg 6
NL - 6045 JA Roermond, or
- **Sekisui Alveo BS GmbH**
Haystrasse 14-20
DE - 55566 Bad Sobernheim

hereinafter referred to as "Sekisui Alveo" and the supplier of the ordered material, hereinafter referred to as "Supplier".

1.2 These General Purchasing Terms are binding insofar nothing was otherwise agreed in writing.

1.3 The contract of purchase is considered to be concluded once the Supplier has confirmed acceptance of the order. Supplements to or adaptations of the confirmation shall only become effective when they are expressly agreed by Sekisui Alveo.

1.4 All agreements and legally binding declarations by the parties to the contract must be in writing to be valid.

1.5 All paragraphs marked with "(*)" refer to **DAP-specific** ("Delivered At Place") conditions of the **Incoterms® 2010**. As soon as other Incoterms® 2010 conditions have been mutually agreed upon, these paragraphs are not stipulated or invalid, respectively. In lieu thereof the agreed Incoterms® 2010 conditions shall be applicable.

1.6(*) All documents referred to in these General Purchasing Terms may be an equivalent electronic record or procedure if agreed between the parties and customary.

1.7(*) The Supplier must provide the goods and the commercial invoice in conformity with the contract of purchase and any other evidence of conformity that may be required by contract.

1.8(*) Sekisui Alveo must pay the price of the goods as provided in the contract of purchase.

2. Payment Terms and Default Interests

2.1 Unless otherwise agreed and confirmed, payments will be effected 30 days net starting on the date the goods have been received.

2.2 Invoices dated before the actual delivery date which do not contain the corresponding purchase order number or invoices which are otherwise incorrect will not be considered.

2.3 If the Supplier is entitled by law to charge default interests for delayed payment - under reserve of art. 2.4 -, the rate applied complies with the corresponding statutory provisions. In absence of such provisions the rate applied shall be 8.0 % p.a.

2.4 Payment of default interests will only be accepted by Sekisui Alveo when the amount calculated according to art. 2.3 exceeds 2.0 % of affected invoice values in total.

3. Export / Import formalities

3.1(*) Where applicable, the Supplier must obtain, at its own risk and expense, any export licence and other official authorization and carry out all customs formalities necessary for the export of the goods and for their transport through any country prior to delivery.

3.2(*) Where applicable, Sekisui Alveo must obtain, at her risk and expense, any import licence or other official authorization and carry out all customs formalities for the import of the goods.

4. Carriage and Insurance

4.1(*) The Supplier must contract at its own expense for the carriage of the goods to the named place of destination or to the agreed point, if any, at the named place of destination. If a specific point is not agreed or is not determined by practice, the Supplier may select the point at the named place of destination that best suits its purpose.

Sekisui Alveo has no obligation to the Supplier to make a contract of carriage.

4.2(*) The Supplier has no obligation to Sekisui Alveo to make a contract of insurance. However, the Supplier must provide Sekisui Alveo, at Sekisui Alveo's request, risk, and expense (if any), with information that Sekisui Alveo needs for obtaining insurance. Vice versa, Sekisui Alveo must provide the Supplier, upon request, with necessary information for obtaining insurance.

Sekisui Alveo has no obligation to the Supplier to make a contract of insurance. However, Sekisui Alveo must provide the Supplier, upon request, with the necessary information for obtaining insurance.

5. Delivery

5.1 The Supplier shall deliver the exact quantities of goods specified in the purchase order. However, if increased or reduced quantities of bulk raw materials cannot be avoided, these must not exceed $\pm 10\%$.

5.2(*) The Supplier must deliver the goods by placing them at the disposal of the buyer on the arriving means of transport ready for unloading at the agreed point, if any, at the named place of destination on the agreed date or within the agreed period.

5.3 Unloading is handled under the full control and responsibility of Sekisui Alveo.

Exceptionally, unloading via silo-filling or tank-filling systems is handled under the full control and responsibility of the Supplier or the shipping company, respectively.

(*) Reference: Incoterms® 2010 by the International Chamber of Commerce (ICC), English-German.

5.4^(*) Sekisui Alveo must take delivery of the goods when they have been delivered as envisaged in art. 5.2, provided the goods are free of defects and fit for the intended application.

5.5 The date of delivery shall be amicably and adequately adjusted if

- the information required to execute the order is not received by the Supplier in good time, or if this information is subsequently changed by Sekisui Alveo, or
- impediments occur which the Supplier cannot avert despite taking the required care, regardless of whether these impediments originate with the Supplier, Sekisui Alveo or a third party. Such impediments include occurrences of Force Majeure as defined in art. 12.8.

5.6 Sekisui Alveo is entitled to claim compensation for delay in delivery. These claims shall not be included in any compensation payments according to art. 12.7 caused by defective material.

Compensation for delay shall be 2.0 % of the invoice value for every full week of delay and shall not exceed 10.0 % of the invoice value in total.

5.7 Sekisui Alveo reserves the right to withdraw from the contract of purchase without notice and to claim for damages if delivery is delayed for more than 2 weeks starting from the agreed date of delivery. This right does not forfeit in the case Sekisui Alveo waits patiently. Claims of compensation for delay according to art. 5.6 remain.

6. Transfer of Risks

6.1^(*) The Supplier bears all risks of loss or damage to the goods until they have been delivered in accordance with art. 5.2, with the exceptions of loss or damage in the circumstances described in art. 6.2.

6.2^(*) Sekisui Alveo bears all risks of loss of or damage to the goods from the time they have been delivered as envisaged in art. 5.2.

If

- a) Sekisui Alveo fails to fulfil its obligations in accordance with art. 3.2, then it bears all resulting risks of loss of or damage to the goods; or
- b) Sekisui Alveo fails to give notice in accordance with art. 8.2, then it bears all risks of loss of or damage to the goods from the agreed date or the expiry date of the agreed period for delivery,

provided that the goods have been clearly identified as the contract goods.

7. Costs Allocation

7.1^(*) The Supplier must pay

- a) in addition to costs resulting from art. 4.1, all costs relating to the goods until they have been delivered in accordance with art. 5.2, other than those payable by Sekisui Alveo as envisaged in art. 7.2;
- b) any charges for unloading at the place of destination that were for the seller's account under the contract of carriage; and
- c) where applicable, the costs of customs formalities necessary for export and import as well as all duties, taxes and other charges payable upon export and import of the goods, and the costs for their transport through any country, prior to delivery in accordance with art. 5.2.

7.2^(*) Sekisui Alveo must pay

- a) all costs relating to the goods from the time they have been delivered as envisaged in art. 5.2;
- b) all costs of unloading necessary to take delivery of the goods from the arriving means of transport at the named place of destination, unless such costs were for the Supplier's account under the contract of carriage;
- c) any additional costs incurred if it fails to fulfil its obligations in accordance with art. 3.2. or to give notice in accordance with art. 8.2, provided that the goods have been clearly identified as the contract goods.
- d) where applicable, the costs of customer formalities, as well as all duties, taxes and other charges payable upon import of the goods.

8. Required Notices

8.1^(*) The Supplier must provide Sekisui Alveo all necessary information in order to allow Sekisui Alveo to take measures that are normally necessary to enable Sekisui Alveo to take delivery of the goods.

8.2^(*) Sekisui Alveo must, whenever it is entitled to determine the time within an agreed period and/or the point of taking delivery within the named place of destination, give the Supplier sufficient notice thereof.

9. Delivery Document, Proof of Delivery

9.1^(*) The Supplier must provide Sekisui Alveo, at the Supplier's expense, with a document enabling Sekisui Alveo to take delivery of the goods as envisaged in chapter 5.

9.2^(*) Sekisui Alveo must accept the proof of delivery provided as envisaged in art. 9.1.

^(*) Reference: Incoterms® 2010 by the International Chamber of Commerce (ICC), English-German.

10. Checking, Packaging, Marking, Inspection

- 10.1^(*) The Supplier must pay the costs of all checking operations (such as quality, measuring, weight, counting) that are necessary for the delivery of the goods in accordance with chapter 5, as well as the costs of any pre-shipment inspection mandated by the authority of the country of export.
- 10.2^(*) The Supplier must, at its own expense, pack the goods, unless it is usual for the particular trade to transport the type of goods sold unpacked. The Supplier may pack the goods in the manner appropriate for their transport, unless Sekisui Alveo has notified the Supplier of specific packaging requirements before the contract of purchase is concluded. All packaging is to be marked appropriately.
- 10.3^(*) Sekisui Alveo must pay the costs of any mandatory pre-shipment inspection, except when such inspection is mandated by the authorities of the country of export.

11. Assistance with Information, Related Costs

- 11.1^(*) The Supplier must, where applicable, in a timely manner, provide to or render assistance in obtaining for Sekisui Alveo, at Sekisui Alveo's request, risk and expense, any documents and information, including security-related information, that Sekisui Alveo needs for the import of the goods and/or for their transport to the final destination.
- 11.2^(*) The Supplier must reimburse Sekisui Alveo for all costs and charges incurred by Sekisui Alveo in providing or rendering assistance in obtaining documents and information as envisaged in art. 11.3-11.5.
- 11.3^(*) Sekisui Alveo must, in a timely manner, advise the Supplier of any security information requirements to enable the Supplier to comply with art. 11.1-11.2.
- 11.4^(*) Sekisui Alveo must reimburse the Supplier for all costs and charges incurred by the Supplier in providing or rendering assistance in obtaining documents and information as envisaged in art. 11.1-11.2.
- 11.5^(*) Sekisui Alveo must, where applicable, in a timely manner, provide to or render assistance in obtaining for the Supplier, at the Supplier's request, risk and expense, any documents and information, including security-related information, that the seller needs for the transport, export and import of the goods and or their transport through any country.

12. Warranty and Liability

- 12.1 The Supplier warrants that delivered goods are free from manufacturing and material defects and comply with the mutually agreed specifications put into writing in the purchase order.

- 12.2 Obvious transport damages must be reported by Sekisui Alveo immediately upon acceptance of the goods.
- 12.3 Non-obvious defects of any kind must be reported by Sekisui Alveo within 5 days after appearance but within the defects liability period of two (2) years starting from the date of delivery.
- 12.4 Discovery of any defect entitles the Supplier to insist on access to or samples of the affected goods in order to inspect and investigate the defects. All costs arising from such an inspection and investigation (e. g. for travelling, shipping, analysing, etc.) must be born by the Supplier.
- 12.5 Respecting the conditions of art. 12.1 - 12.4, Sekisui Alveo is entitled to demand replacement deliveries or correction of the defects by the Supplier.
- 12.6 If the defect is not corrected by means of a replacement delivery or in some other way by the Supplier within a reasonable period (30 days), Sekisui Alveo may demand a reduction of the sales price or may withdraw from the contract on his sole discretion.
- 12.7 Additionally, Sekisui Alveo reserves the right to claim damages, consequential costs and other monetary losses caused by the defective goods. Compensation payments of subsequent defect deliveries are accumulated, irrespective if they originate from an identical production lot.
The amount of Supplier's total liability shall be regulated by applicable national legislation according to art. 13.
- 12.8 The Supplier is not liable for any defects caused by Force Majeure. For this reason the Force Majeure (Exemption) Clause of the International Chamber of Commerce (ICC Publication No. 650, 2003 Edition) is hereby deemed to be incorporated in this contract.

13. Governing Law, Place of Jurisdiction.

- 13.1 All legal relationships between **Sekisui Alveo B.V.** (the Netherlands) and the Supplier are governed by Dutch law. In this case exclusive Place of jurisdiction is Roermond (the Netherlands).
- 13.2 All legal relationships between **Sekisui Alveo Ltd.** (United Kingdom) and the Supplier are governed by English law. In this case exclusive place of jurisdiction is Cardiff (Wales).
- 13.3 All legal relationships between **Sekisui Alveo BS GmbH** (Germany) are governed by German law. In this case exclusive place of jurisdiction is Bad Kreuznach (Germany).
- 13.4 Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

^(*) Reference: Incoterms® 2010 by the International Chamber of Commerce (ICC), English-German.

Acceptance of the General Purchasing Terms

(please put a cross in the appropriate box)

- YES:** The authorised signatory confirms, that the represented company accepts these General Purchasing Terms (also on www.sekisui-alveo.com) as part of this and of all following contracts of sale between the parties, unless otherwise expressly agreed in writing.

- NO:** The authorised signatory confirms, that the represented company does not accept these General Purchasing Terms. The General Terms & Conditions of the represented company will not become part of this and all following contracts of sale between the parties as well, unless otherwise expressly agreed in writing. Instead, both contractual parties agree that only the regulations of the national legislation at the registered office of Sekisui Alveo (contract partner) and at the registered office of our company are applicable, respectively. The United Nations Convention on Contracts for International Sale of Goods (CISG) is excluded. Exclusive place of jurisdiction shall be the ordinary court which is responsible for the registered office of the defendant.

Name

Signature

Date

(company stamp)

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