

General Purchase Conditions of DOMO in EUROPE

0 Definitions

For the purpose of these general terms and conditions, the following words shall have the meanings assigned to them below:

Conditions: these general terms and conditions for the procurement of Products and Services to DOMO;

Contract: any written agreement concluded with the Supplier, including any alteration, addition or any more detailed arrangements to the Contract;

Defect: any deviation from the Specifications or any kind of improper functioning of the Products;

DOMO: the legal entity of the DOMO Group acting as the (potential) purchaser of Products or Services of the Supplier in accordance with these Conditions;

DOMO Group: DOMO Chemicals GmbH, a company incorporated under the laws of Germany, whose registered office is at Bau 3101 – Am Haupttor, 06237 Leuna, Germany, and any of its subsidiaries.

Products: all items, products, (raw) materials, merchandise and any other products (including without limitation, computer software), as stipulated in the Contract, which are supplied, delivered or otherwise made available or to be supplied, delivered or made available to DOMO;

Services: all services as stipulated in the Contract, which are offered, provided or to be provided to DOMO;

Specifications: the detailed specifications or description of the Products or Services as agreed to by DOMO and Supplier, including, if applicable, the specifications or descriptions detailed in requests for quotations, requests for proposal for value, offers and other communications between DOMO and Supplier. Should no such detailed specification or description be provided, the specification shall be that which is usual between parties or, should no such specification/description exist, that which generally applies within the sector;

Supplier: any (potential) supplier of DOMO.

1 Applicability

1.1 These Conditions shall apply to all requests for quotations, proposal for value, proposals and offers, all orders, agreements and other legal relationships (including orders from DOMO, Contracts and non-contractual or pre-contractual relationships) between DOMO and the Supplier in respect of the ordering, procuring, receiving, providing, purchasing, supplying or otherwise making available of Products or Services, except and to the extent that DOMO has deviated from these Conditions in writing.

1.2 The applicability of any general terms and conditions of the Supplier are expressly rejected by DOMO.

1.3 When DOMO and Supplier enter into any Contract or other legal relationship to which these Conditions apply, Supplier shall be considered to have also agreed to the applicability of these Conditions for future orders, agreements and legal relationships regarding the procurement of products or services.

1.4 Any contractual relationship established between DOMO and Supplier regarding the procurement of services to which these Conditions apply is that of independent contractors.

2 Offers, requests for offers, orders and Contracts

2.1 All offers from the Supplier shall be deemed to be binding for the Supplier and are exempt from costs, charges and expenditures for DOMO.

2.2 Any requests by DOMO to the Supplier for the submission of a quotation, proposal for value or offer are not binding

upon DOMO. DOMO is entitled to request changes or amendments to the quotation, proposal for value or offer of the Supplier as well as to the Specifications without being bound by such request for change or amendment.

2.3 Verbal commitments or arrangements by or with its personnel shall not bind DOMO until after and as far as these have been confirmed in writing.

2.4 A Contract shall only enter into force and become binding upon all parties upon the formal signing by DOMO and the Supplier of the Contract with the Specifications, these Conditions and any auxiliary service or other agreements attached to it.

2.5 As of the signing of the Contract any prior agreements, arrangements, test-orders and outstanding offers will no longer be valid.

3 Prices, payment and security for advance payment

3.1 All prices quoted by Supplier shall be fixed, on a time and material basis or as otherwise detailed or agreed to in the Specifications and/or the Contract, expressed in euros (unless stated otherwise), without prejudice and subject to these Conditions, exclusive of VAT but inclusive of any other taxes, incidental costs and expenses. All prices include the standard packaging and delivery carriage paid and shall be free of import duties. Prices shall include the provision of all materials and all preparatory and other work necessary to comply with the requirements and descriptions set out in the Contract and/or the Specifications (including inspections, testing, certificates and free delivery at DOMO's store or point of use). All prices include the costs for transportation of equipment and personnel, insurance, and customs, unless explicitly agreed otherwise in writing.

3.2 Payment by DOMO shall be effected within 60 days end of month after receipt of the invoice, unless provided otherwise by applicable specific legislation. Invoices issued by the Supplier not stating the relevant order number and date or the required data in accordance with the applicable legal and statutory provisions, will not be payable.

3.3 In the event that an advance payment has been agreed upon, DOMO is entitled to require the Supplier to provide sufficient security, and, at any moment, request a parent company guarantee or an irrevocable, primarily liable advance payment surety bond payable on first demand from the Supplier, which has to be made up to the satisfaction of DOMO, as security for repayment in the event of withdrawal of the order or of termination of the Contract.

3.4 Payment by DOMO is subject to invoice verification and by no means whatsoever implies an approval of conditions or prices or a waiver of any right based on failures and Defects.

4 Intellectual and industrial property rights

4.1 The rights to all images, documentations, specifications, other documents and packing material, in whatever form, irrespective of the manner in which these are used or stored, made available by DOMO to the Supplier in connection with the making of an offer and the implementation of the agreement, are vested with DOMO. The Supplier shall be obliged to return these documentation, specifications, other documents, packing material and any copies thereof at first request of DOMO, but in all events, immediately after termination of the Contract.

- 4.2 The Supplier shall verify the correctness and correlation of the documentation, specifications and packing material before the start of the implementation of the Contract and shall report deviations or Defects to DOMO, failure of which, the Supplier shall be liable for all damages and costs which DOMO suffers as a consequence thereof.
- 4.3 The Supplier is required to mark the documentation, Specifications and the packing material clearly as property of DOMO and to point out the proprietary right of DOMO to third parties. The Supplier is required to inform DOMO immediately if the documentation, Specifications or the packing material are seized or are otherwise no longer at the free disposal of the Supplier.
- 4.4 The Supplier shall not use the documentation, Specifications and the packing material for purposes other than those for which they have been made available and shall not reproduce these either in whole or in part, put them at the disposal of third parties or give them to third parties for inspection in any manner whatsoever.
- 4.5 The Supplier guarantees towards DOMO, that the use of the delivered constitutes no infringement on any right of a third party pertaining to intellectual or industrial property and shall indemnify DOMO hold DOMO harmless in that matter for claims of third parties and for the damages and costs DOMO incurs in connection with these claims. In the event any claim will be raised by a third party based upon such infringement the Supplier will indemnify and hold harmless DOMO against all costs and damages on DOMO's first written demand.
- 5 Force majeure**
- 5.1 In the event of force majeure, the party affected by such an event shall be excused from the performance of its obligations for the duration of the event and according to its impact. In such case the Supplier shall immediately inform DOMO of the details in writing and keep DOMO informed of the development.
- 5.2 Force majeure shall be deemed to be any cause beyond the reasonable control of one party which prevents, impedes or delays the due performance of the Contract and which the affected party is unable to control, despite the making of all reasonable efforts, and which may include, but is not limited to, war, riot, civil commotion, earthquake, flood, natural disaster, [epidemic, national or regional emergency, quarantine, fire](#), explosion, strike, lock-out (except where it is in the power of the affected party to prevent), shortages or unavailability of materials (compounded by the same unavailability from alternative sources).
- 5.3 DOMO shall be fully or partially exempt from its obligation to accept the ordered delivery/performance, and insofar be entitled to withdraw from the Contract if the delivery/performance is no longer utilizable at his place owing to the delay caused by force majeure – by considering the economic aspects.
- 6 Termination**
- 6.1 DOMO is entitled to terminate the Contract in whole or in part by written statement and without prior notice of default or notification, with immediate effect or to withdraw from the Contract:
- a. if the Supplier fails to fulfil one or more of its obligations despite the granting of a reasonable period of grace or it is established that fulfilment without default will be impossible;
- b. If insolvency proceedings or comparable procedures prescribed by law are opened against the assets of the Supplier or an application for such proceedings is filed or a petition for institution of insolvency proceedings is dismissed due to insufficient assets or the opening of insolvency proceedings has been refused;
- c. if the Supplier has suspended payment not only temporarily.
- Any other rights of DOMO to claim for termination or withdrawal from the Contract remain unaffected.
- 6.2 DOMO is also entitled to terminate the Contract if, in connection with the execution of or implementation of the Contract, any favor is or shall be offered or provided by or on behalf of the Supplier to an employee, self-employed contractor, officer or director of DOMO.
- 6.3 In the event of termination, the Supplier is held to reimburse all costs already made by DOMO immediately, without prejudice to the right of DOMO to claim full compensation of all damages. The Supplier shall furthermore, be required to refund immediately all payments made by DOMO.
- 7 Confidentiality**
- The Supplier is obliged to keep confidential and not to use for other purposes all knowledge and information, drawings, designs, processes, documentation and other technical and commercial know-how concerning DOMO which becomes known within the framework of a request or an offer, an order and/or the performance of the Contract, and to stipulate the same to members of personnel and third parties which use this knowledge and information within the framework of the making of an offer, the assessment of an order and for the performance of a Contract.
- 8 Prohibition of contracting out and assignment. Set-off.**
- 8.1 Without express written consent of DOMO, the Supplier is forbidden to assign the performance of the Contract in whole or in part to third parties or to contract it out.
- 8.2 DOMO shall be entitled to all statutory rights as to the set-off and retention of its claims against the Supplier.
- 8.3 Without the express prior written consent of DOMO the Supplier shall only be entitled to set-offs or a retention right if it has a counterclaim which has been determined by an court decision or which is uncontested.
- 9 Warranty**
- 9.1 DOMO shall be entitled in any case to claim in accordance with the statutory provisions for liability for Defects.
- 9.2 In urgent cases – following an information of the Supplier - DOMO shall be entitled, at the Supplier's cost, to remedy the Defect or have a third party carry out such work. DOMO may claim advance payment for such costs.
- 9.3 The Supplier warrants that he is in possession of an SCC certificate or a comparable certificate.
- 10 Liability**
- 10.1 DOMO or its own employees, self-employed contractors, officers or directors shall in no case be held liable for any and all damages or any injury, of whatever nature and regardless of the way in which they have been created or

inflicted, to the Supplier and/or its employees and/or persons/companies working for the account of and on behalf of the Supplier if not stated otherwise in this Conditions. Such limitation of liability shall not apply to claims for damages based on willful intent, gross negligence, as well as to personal injury, injury to life or to health.

- 10.2 Unless expressly stated otherwise, the Supplier shall be held liable pursuant to the applicable legal and statutory provisions.

11 Applicable law and place of jurisdiction

- 11.1 German law shall be applicable to all relations between the entities of the DOMO Group with registered office in Germany, Poland or Italy and the Supplier to which these Conditions apply. Applicability of the United Nations Convention on Contracts for the International Sale of Products of 11.04.1980 (CISG) is however excluded.

All disputes between the parties arising out or in connection with a Contract governed by German law shall be submitted to the exclusive jurisdiction of the courts of Leuna and Halle/Saale (Germany).

- 11.2 French law shall be applicable to all relations between the DOMO entities with registered offices in France, Spain or any other country than the countries mentioned in article 11.1 and the Supplier to which these Conditions apply. Applicability of the United Nations Convention on Contracts for the International Sale of Products of 11.04.1980 (CISG) is however excluded.

All disputes between the parties arising out or in connection with a Contract governed by French law shall be submitted to the exclusive jurisdiction of the courts of Lyon (France).

12 Incoterms

The trade terminology in these Conditions or in Contracts between the parties, shall be interpreted and explained in conformity with those determined in the most recent edition of the Incoterms published by the International Chamber of Commerce as valid of the day of conclusion of the Contract.

PURCHASE OF PRODUCTS

13 General

Articles 13 up to and including 19 apply in so far as the relationship between DOMO and the Supplier is related to Products to be purchased or being purchased by DOMO from or via the Supplier. In the event of conflict between articles 13 up to and including 19 and other articles stipulated in these Conditions, articles 13 up to and including 19 shall prevail.

14 Delivery and transfer of risk

- 14.1 Unless otherwise agreed in writing, deliveries shall be effected 'Delivered Duty Paid' (DDP) to the relevant warehouse of DOMO as stated in the order. All Products shall be delivered to the carrier with proper packaging and together with the accompanying documents (waybill, bill of delivery).
- 14.2 The agreed delivery dates and times stated in the Contract shall be binding. The delivery time starts as from acceptance of an offer from the Supplier by DOMO by means of a written order.

- 14.3 In the event of an unpermitted delivery prior to the agreed delivery time, DOMO shall be entitled to return or store the Products at the Supplier's cost and risk.

- 14.4 Late delivery renders the Supplier in default without any notice being required. The Supplier will notify DOMO timely and in advance of delivery and any threat of exceeding of the delivery time. Such notification does not release the Supplier from its liability in the event of actual exceeding of the delivery time. If a penalty has been agreed upon with regard to non-timely delivery, this does not affect the damages incurred by DOMO caused by this non-timely delivery, as far as these exceed the amount of the penalty.

- 14.5 Partial delivery is only permitted if and as far as such is expressly stated in the Contract.

- 14.6 DOMO reserves the right, but has no obligation, to accept early or late deliveries.

- 14.7 In the event of delivery of bulk Products, the determination of the delivered quantity may be done by means of measurements by DOMO on approved and calibrated measuring devices.

- 14.8 The risk shall pass to DOMO only with the receipt of the Products as far as delivery DDP is agreed.

15 Documentation, components and apparatus

All drawings, instruction manuals, software, components, apparatus and users rights necessary for the maintenance, rectification, use and/or delivery of the Products shall also be included in the delivery to DOMO and, as far as these have been specifically manufactured in connection with the Contract, the title thereof shall be transferred to DOMO. This documentation will be established in the language specified by DOMO or if no language is specified in the English language.

16 Inspection for defects and quality control

- 16.1 DOMO shall inspect the Products for visible Defects within 14 days after receipt of delivery. Hidden defects shall be notified in writing to the Supplier no later than 14 days after they have been detected.
- 16.2 Any notice of receipt of the Products delivered shall not be deemed as approval that the Products are free of defects or as a waiver of any of DOMO's rights or remedies.
- 16.3 The Supplier is required to inspect and test any raw materials, semi-manufactured goods, packaging and other goods supplied by DOMO prior to processing or use and to report to DOMO all irregularities before processing or use.
- 16.4 DOMO is at all times entitled to inspect, approve and/or test, or to have tests done, irrespective of the place where the concerned Products are located. Moreover, DOMO can furthermore, at all times, without any charges being due, desire a product or confirmation sample.

17 Quality

- 17.1 The Supplier warrants that the Products to be delivered and the documentation pertaining thereto, comply with the agreed Specifications, properties and requirements and are entirely suitable for the use intended by DOMO. If nothing has been agreed in that respect, the specifications, properties and requirements have to comply with the standard requirements for business transactions of these Products, or at least with the customs and trade rules.

17.2 The quality of Products to be supplied has to comply with the latest state of the art at all times. The Supplier also warrants that the Products and the documentation pertaining thereto shall comply with all provisions prescribed by government authorities in the country of destination.

17.3 The Supplier also warrants that the Products comply with the product and/or confirmation samples approved in writing by DOMO and that the Products shall at all times be of a good and consistent quality and free of construction, material and manufacturing defects.

17.4 If during the production or the completion thereof, the Products or the documentation pertaining thereto should be rejected on or after delivery or it has been determined in another way that these do not comply with the specifications, properties and requirements laid down therefore by DOMO or by an authority competent in that respect, the Supplier shall, at DOMO's sole discretion, adjust the product to the satisfaction of DOMO in order to as yet comply with the specifications, properties and requirements or refund the payment already made by DOMO, without prejudice to any other damages that DOMO has suffered.

17.5 DOMO is entitled to return rejected Products and/or documentation at the expense of the Supplier or otherwise to keep them in custody for the account and risk of the Supplier. If the Products and/or documentation are stored with DOMO, the Supplier is held to collect these from DOMO within two days after being requested thereto by DOMO.

17.6 The Supplier shall inform DOMO of changes which need to be made to the manufacturing process of the good within a reasonable period prior to the intended change.

18 Product liability

18.1 If and to the extent a damage was caused by a defect of the Products of the Supplier and he is held liable towards third parties, he agrees to hold harmless DOMO from any claims by third parties on first demand, if and insofar as the cause for the damage lies within his domain and range of organization and insofar as he is liable vis-à-vis third parties.

18.2 Within the scope of his liability for damages in the sense of Section (1), the Supplier shall also be deemed obliged to reimburse any possible costs and expenditures resulting from a recall campaign launched by DOMO or in connection therewith. DOMO will inform the Supplier about any recall campaign as soon as reasonably possible. Any other legal titles and claims shall remain unaffected.

19 Retention of title

19.1 DOMO only accepts a simple retention of title of Products; any extended form of retention of title will be not accepted.

19.2 The retention of title expires with full payment of the purchase price, with the reselling of the Products or with the processing of the Products.

PERFORMING OF SERVICES

20 General

Articles 20 up to and including 26 apply as far as the relationship between DOMO and the Supplier relates to Services ordered by DOMO from or via the Supplier. In the event of conflict between articles 20 up to and including 26

and other articles stipulated in these Conditions, articles 20 up to and including 26 shall prevail.

21 Performance

21.1 The Supplier is obliged to perform the assignment within the agreed time period according to a schedule approved in writing by DOMO.

21.2 Services performed by Supplier require an express written acceptance by DOMO. Any technical or official acceptance or the taking into operation of the Services provided by the Supplier shall not be considered as acceptance thereof.

21.3 If the Services provided by the Supplier are accepted by DOMO, the rights of DOMO with regard to possible hidden shortcomings/defaults do not lapse.

21.4 If the Services provided by the Supplier are not accepted by DOMO, the Supplier shall, at DOMO's sole discretion, make the necessary adjustments to the satisfaction of DOMO within a reasonable period of time in order to comply with the Specifications, properties and requirements or refund the payment already made by DOMO, without prejudice to any indemnification rights of DOMO for other damages that DOMO has suffered.

21.5 Exceeding of this time period renders the Supplier in default without any notice being required. The Supplier has the obligation to notify DOMO timely and in advance of the progress and of any threat of exceeding of the time limit. Such an advance notification does not release the Supplier from its liability in the event of actual exceeding of the time limit. When, in the opinion of the Supplier, the agreed Services have been completed, it shall inform DOMO thereof in writing. Within three months after receipt of this notification, DOMO shall notify the Supplier whether or not DOMO accepts the Services performed by the Supplier. If pursuant to the Contract a penalty is due in case of exceeding of the time limit within which the assignment is deemed to be completed, this does not affect any indemnification rights of DOMO for damages incurred by DOMO due to non-timely completion as far as these damages exceed the amount of the penalty.

21.6 If and as far as the services are performed on the premises of DOMO, they shall be effected within the working times applicable at that place.

21.7 DOMO cannot be held liable for accidents or other damages or injuries caused to the Supplier, its employees or third parties brought in by the Supplier when they are performing Services on the premises and in the buildings of DOMO with the permission of the Supplier.

22 Payment

Travelling and waiting time shall not be considered as working time.

23 Instructions

The Supplier, its personnel and the persons brought in by the Supplier shall in the performance of the Services on the premises and in the buildings of DOMO, adhere strictly to the regulations and instructions relating to safety, health, environment and wellbeing which are in force with DOMO and within its premises, as well as to the instructions and guidelines which are provided by DOMO from time to time, in particular with regard to the transporting to and storage of materials and apparatus and entrance to the premises and buildings.

24 Quality

- 24.1 The Supplier warrants that the intended result including operational suitability according to the assignment shall be achieved and that the requirements laid down by DOMO in connection therewith shall be complied with. Furthermore, the Supplier guarantees the suitability and good quality of designs, drawings, guidelines, materials and the like which have been advised, prescribed or furnished by it or on its behalf.
- 24.2 If the Services include advisory services, the Supplier warrants the correctness and soundness of such advices.
- 24.3 Finally, the Supplier warrants that the Services shall at all times be performed with due consideration to all legislative provisions and other provisions laid down by government authorities in the field of national insurance premium contributions and tax, safety, environment, hygiene, product specifications or otherwise such as these apply according to the laws applicable at the place where the work is performed.

25 Extra and less work

- 25.1 DOMO is at all times permitted to change the Contract, as far as this is feasible for the Supplier and confirmed in writing by the Supplier. The agreed remuneration shall in that case, be adjusted in proportion to the extra or less services to be performed by the Supplier and any remaining costs or saving of costs.
- 25.2 Extra work shall only be permitted and may only be charged after express written approval by DOMO.

26 Subcontracting

- 26.1 The Supplier is not entitled to arrange for third parties to carry out all or parts of the performance of the Services, unless DOMO has given express prior written consent. DOMO may only refuse such a consent if there exist legitimate business reasons. The absence of a SCC Certificate or a comparable certificate in relation to the subcontractor shall be regarded also as a legitimate business reason to refuse consent.
- 26.2 In the event that DOMO gave its consent to subcontracting, the Supplier will be solely responsible for the rendering of the Services.