

General Terms and Conditions of Purchase of CM Fine Chemicals GmbH, Buchs (“CM Fine Chemicals”)

1. General

The Supplier acknowledges that these **General Terms and Conditions of Purchase** of CM Fine Chemicals (“**GTCP**”), as amended from time to time, shall apply to all present and future contracts for the purchase of goods and/or services between the Supplier as seller and CM Fine Chemicals as purchaser. By accepting any purchase order of CM Fine Chemicals containing or referring to these GTCP, the Supplier acknowledges the exclusive validity of these GTCP for the contractual relationship. The Supplier agrees that deviations from these GTCP, in particular sales and delivery terms or other general terms and conditions of the Supplier, are not valid and do not become part of the contract even if CM Fine Chemicals does not explicitly reject them. The GTCP also apply to follow-up orders to previous orders under which these GTCP have been agreed even if no specific reference is made to them. In the event of a conflict between provisions agreed individually in writing between the parties and the present GTCP, the individually agreed contractual provisions shall prevail.

2. Purchase Orders and Contract

CM Fine Chemical’s purchase orders (“**Orders**”) shall only be valid and binding if made in writing by CM Fine Chemicals. Orders placed orally, e.g. by telephone, require subsequent written confirmation by CM Fine Chemicals. Orders made by E-Mail are deemed to be made in writing. Deviations from the order terms of CM Fine Chemicals made by the Supplier, including price and currency reservations, are only binding for CM Fine Chemicals after written confirmation by CM Fine Chemicals. An Order placed by CM Fine Chemicals and not rejected by the Supplier within 10 days or a deviating order confirmation agreed to in writing by CM Fine Chemicals, each together with these GTCP, form the contract between CM Fine Chemicals and the Supplier for each order (“**Contract**”).

3. Withdrawals and/or Cancellations

CM Fine Chemicals is entitled to withdraw from the Contract or cancel parts of the Order at no further costs as long as the Supplier has not shown satisfactory evidence that it has, at the time of receipt of the withdrawal or cancellation notice, already purchased the goods, raw materials or services ordered by CM Fine Chemicals from a third party. In the latter case, CM Fine Chemical’s responsibility is limited to paying the price agreed in the Contract in exchange for the goods, raw materials or services.

4. Prices and Other Specifications

The prices and specifications agreed in the Contract are binding. Circumstances arising between the conclusion of the Contract and delivery, in particular fluctuation in currencies and supplier prices, do not entitle the Supplier to adjust the prices or other conditions of the Contract.

5. Execution

The Supplier ensures that the ordered goods or services meet the agreed specifications according to the Contract, which are deemed to be warranted characteristics. If the Supplier has submitted samples, the characteristics of the sample in terms of materials and processing are deemed to be guaranteed for all deliveries and replenishments.

6. Delivery Dates

The delivery dates will be set out in the Contract and, unless agreed otherwise in writing, such delivery dates are binding. The delivery dates may only be amended through mutual written agreement. Any delays must be notified to CM Fine Chemicals immediately and shall entitle CM Fine Chemicals, at its unrestricted discretion, (i) to withdraw from the Contract without advance notice or (ii) to set a grace period and hold on to the Contract. The Supplier shall, in either case, be liable to CM Fine Chemicals for all losses arising from any delays.

7. Fulfillment and Transfer of Benefit and Risk

Fulfillment by the Supplier shall be deemed to be completed once (i) the goods have arrived at the Place of Fulfillment in an impeccable condition and in compliance with the specifications agreed in the Contract and (ii) CM Fine Chemicals is in possession of the demanded or requisite documentation and invoice ("**Fulfillment**"). Benefit and risk related to the goods purchased shall pass to CM Fine Chemicals upon Fulfillment by the Supplier. Any costs incurred as a result of destruction or deterioration of the goods before the transfer of risk shall be borne exclusively by the Supplier.

8. Transportation and Packaging

The Supplier warrants that it shall distribute and perform all of its obligations hereunder by applicable laws, standards, rules, regulations and requirements. Dangerous goods transports must be packaged, labeled, insured and declared in accordance with the applicable statutory provisions for the respective transport carrier. In the event the Supplier does not meet these obligations, the Supplier is fully liable for the costs and other damage, including indirect and consequential damage ("**Damage**") resulting therefrom and agrees to release and fully indemnify CM Fine Chemicals upon its first written demand. Unless agreed otherwise in writing, all transportation costs, taxes, fees and customs duties in the delivery and transit countries shall be borne exclusively by the Supplier. The Supplier agrees to be liable for Damage during the transport due to insufficient packaging and failure to ensure compliance with required transportation conditions (including, but not limited to, cold chain, missing or tampered packaging, effects due to inadequate or incorrect documentation or labeling, etc.). The Supplier further agrees that CM Fine Chemicals has the right to return packing material and/or to dispose of it and is entitled to a credit for it from the Supplier.

9. Inspections and Complaints

CM Fine Chemicals, or a representative or customer of CM Fine Chemicals, will inspect the goods within a feasible period after delivery and, if possible, before processing. However, the Supplier is aware and acknowledges that complaints may be made by CM Fine Chemicals during the entire warranty period irrespective of the possible lapse of the inspection period (if any). CM Fine Chemicals shall submit complaints in writing (e-mail sufficient).

Payments and any acceptances of the goods purchased by CM Fine Chemicals are not deemed to be a waiver by CM Fine Chemicals of any of its rights under the warranty.

10. Warranty and Product Liability

The Supplier warrants that the goods delivered (i) have the characteristics ordered by CM Fine Chemicals and as agreed in the Contract, (ii) are in conformity with the state of the art and (iii) meet the pertinent requirements of the authorities and technical associations and do not contain defects which either diminish or impair the value or the suitability of the goods for customary use or for the use as stipulated in the order. Characteristics specified by CM Fine Chemicals in the Contract shall be deemed to be warranted characteristics. The period of warranty is for the later of (i) two years since receipt of the goods by CM Fine Chemicals, (ii) the shelf life (expiry date) or (iii) the retest date. The warranty period begins with the inspection of the goods by CM Fine Chemicals according to para. 10 at the Place of Fulfillment, subject to an earlier lapsing of the expiration date of a product. In case of a warranty breach by the Supplier, CM Fine Chemicals is, at its sole discretion, entitled during the entire warranty period (i) to request replacement or improvement, (ii) to decrease the purchase price or (iii) to withdraw from the Contract. Moreover, and irrespective of fault, the Supplier agrees to be fully liable for any Damage CM Fine Chemicals incurs. In urgent cases CM Fine Chemicals is entitled to take measures to remove or to repair the defect itself or through a third party at the cost of the Supplier. The same warranty applies to repaired and / or replaced goods as of their delivery.

11. Auxiliary Persons

The Supplier agrees to be responsible for ensuring that its own employees, subcontractors and any other auxiliary persons ("**Auxiliary Persons**") fully comply with these contractual conditions and that the Supplier cannot exclude any liability for acts of such Auxiliary Persons.

12. Invoicing and Payment

The Supplier agrees to issue and submit invoices only to CM Fine Chemicals. The Supplier must not enclose invoices with the consignments of goods. Payment of the Supplier's invoices shall be made within 60 days or as otherwise agreed. The payment term begins after Fulfillment of the Contract by the Supplier. In the event of delayed or incomplete delivery including requested material certificates or Q-documents, CM Fine Chemicals reserves the right to extend the payment period correspondingly.

13. No Infringements and Product Liability

The Supplier ensures that the goods or services supplied do not infringe upon any third-party rights (e.g., copyrights, patents, trade mark rights, know-how etc.) or any statutory provisions. The Supplier agrees to fully indemnify CM Fine Chemicals against any third-party compensation claims brought as a result of such alleged infringements. In addition, the Supplier agrees to release and hold CM Fine Chemicals fully harmless, on first demand by CM Fine Chemicals, from any third party claims for product liability. The Supplier has the obligation to take out adequate product liability insurance and to provide CM Fine Chemicals with proof thereof at any time upon request. In this context, the Supplier shall also reimburse CM Fine Chemicals for any expenses which arise from or in association with any recall campaign which CM Fine Chemicals has to conduct.

14. Set-Off Rights

All monetary claims due or to become due against CM Fine Chemicals shall be subject to the right of deduction or set-off by CM Fine Chemicals by reason of any counterclaim arising out of any transaction with the Supplier.

15. Confidentiality

Information disclosed by CM Fine Chemicals to the Supplier for purposes of contract performance must not be used for other purposes by the Supplier nor disclosed to third parties. CM Fine Chemicals shall likewise not disclose the Supplier's confidential information and trade secrets to third parties.

16. Intellectual Property Rights

In consideration of the price paid to the Supplier and unless agreed otherwise in writing and to the extent legally permissible, all intellectual property rights, including but not limited to patents, trademarks, copyrights, database rights, design rights, and source files obtained or developed as a result of the Supplier's performance of the orders (the "**Resulting Intellectual Property**") that were developed for CM Fine Chemicals shall become the sole property of CM Fine Chemicals, and the Supplier shall take such steps as reasonably requested by CM Fine Chemicals from time to time to assign to CM Fine Chemicals any and all such rights, title and interest to the Resulting Intellectual Property. The Supplier agrees that CM Fine Chemicals shall have the unrestricted, exclusive and free right to use and exploit all Resulting Intellectual Property. The Supplier warrants and represents that any and all Resulting Intellectual Property, whether created by a third-party Contractor or otherwise, shall be free of claims of ownership by any third party.

17. Place of Fulfillment

Place of fulfillment for goods and services shall be the place indicated by CM Fine Chemicals in the Order ("**Place of Fulfillment**"). If the Order does not contain such Place of Fulfillment, it is the legal domicile of CM Fine Chemicals.

18. Force Majeure

Interruptions of operations of the parties or of third parties, delays in delivery, failures of the Supplier's vendors or suppliers to deliver, lack of raw material or energy, interruptions in traffic as well as armed conflicts, riots, strikes, lockouts, epidemics, pandemics, embargoes, natural disasters (like e.g. flood, explosion, fire, earthquake, volcano eruptions, hurricanes) governmental orders and other situations beyond the reasonable control of a party (each a "**Force Majeure Event**") shall only release the affected party from its obligations as far as the Force Majeure Event was not foreseeable at the conclusion of the Contract. The contractual duties shall only be suspended as long as the interruption lasts and to the extent that it affects the party, provided that the latter immediately informs the other party thereof in writing. If a Force Majeure Event is affecting the Supplier for more than one month, CM Fine Chemicals shall have the right to withdraw from the Contract in whole or in part. In this case, the Supplier agrees to refund to CM Fine Chemicals already paid purchase prices within 10 business days after termination of the Contract. Under no circumstances shall CM Fine Chemicals be liable for any Damage due to non-acceptance of the goods or withdrawal from the Contract due to a Force Majeure Event.

19. Export and Operating Permits and Restrictions

Supplier shall timely obtain export, operating or any other required or helpful permits, if applicable, at its own expense and risk. Supplier shall be responsible for complying with export restrictions and similar regulations.

20. Code of Conduct

By accepting any Order of CM Fine Chemicals the Supplier acknowledges to accept to comply with our Code of Conduct to its full extent.

21. Applicable Law, Jurisdiction, Debt Collection Proceedings

Swiss law shall be exclusively applicable to any purchase made by CM Fine Chemicals, to the exclusion of the Convention of the United Nations on Contracts regarding International Sales of Goods dated 11 April 1980. For Suppliers domiciled outside Switzerland, Buchs SG, Switzerland, shall be the agreed place. **Exclusive place of jurisdiction is the city of Buchs SG, Switzerland.** CM Fine Chemicals reserves the right, to the extent permitted by law, to initiate debt collection or other proceedings against the Supplier in any other place provided by the applicable law.

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