



Terms of purchase

1. General – scope of application

1.1 Bostik GmbH is designated hereinafter as Purchaser. The respective contractual partner is designated as Supplier.

1.2 The terms of business apply for all current and future business relationships between the parties.

1.3 Any deviating agreements or terms of supply on the part of the Supplier that were not confirmed in writing by us prior to the execution of the order are not valid for us and do not impair the unrestricted application of our terms of purchase even if we do not expressly oppose them.

2. Offers

2.1 The Supplier is to keep exactly to the Purchaser's enquiry in his offer and is to expressly point out any deviations from this.

2.2 The offer including all the preparatory work involved is to be made in writing, free of charge for us and as a binding offer.

3. Order

3.1 The Purchaser's orders and changes to orders are only binding to us if submitted in writing. The content of verbal or telephone discussions is only binding if confirmed by us in writing.

3.2 Any order or change to an order by the Purchaser is to be confirmed in writing by the Supplier.

3.3 Our order numbers and article numbers are to be stated in all correspondence.

4. Delivery

4.1 The place of performance for all deliveries is the respective destination stated by the Purchaser (dispatch address); this may be changed by the Purchaser up to dispatch.

4.2 The delivery dates laid down in the order are binding and are to be observed as fixed dates.

4.3 The delivery period commences with the date of order. The Supplier is to notify the Purchaser immediately once he assumes that he cannot fulfil his contractual obligations completely or not on time and is to state the reasons and the probable duration of the delay. If the Supplier fails to make this notification, then he cannot refer to the hindrance towards the Purchaser. He is then liable for damages.

4.4 Every delivery is to be accompanied by a delivery note stating the exact quantity as well as our order and article numbers.

The consequences of dispatch papers being received incorrect, incomplete or delayed are to be borne by the Supplier.

4.5 If the Supplier fails to perform within the agreed performance period, then he is in principle liable according to the legal provisions. However the Purchaser is entitled to demand a contractual penalty from the Supplier without any further evidence. The amount of the contractual penalty depends on the gross contract volume of the specific delivery. The Supplier is obliged to reimburse the Purchaser with minimum damages of 10% of the gross invoice amount for every day of the delay whereby the flat-rate damages are at maximum the invoice gross amount. This does not rule out the enforcement of higher damages by the Purchaser. The Supplier may demonstrate lower damage if the Purchaser enforces flat-rate damages.

4.6 The Supplier is obliged to the Purchaser to take back the packaging for the goods delivered. The costs of return transport and the recycling / disposal of packaging is to be borne in any case by the Supplier.

4.7 Deliveries and consignments to the Purchaser or his acceptance address are performed free of charge, carriage paid and free of insurance and packaging costs for the Purchaser, unless agreed otherwise.

5. Testing

5.1 Proper performance of deliveries also includes provision of quality certificates, documentation and manuals as well as the performance of all the testing and acceptance inspections required by authorities (e.g. TÜV).



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5.2 Testing and acceptance inspections by the Purchaser do not release the Supplier from his own testing and guarantee obligation.

5.3 The Purchaser is not obliged to the Supplier to check and notify any defects immediately after receipt of the goods.

6. Guarantee, deficiency claims and liability

6.1 The Supplier guarantees that the goods including ancillary services do not have any deficiencies that may impair their value or suitability, that they are of the agreed condition, that they are unrestrictedly suitable for the use provided for in the contract, that they conform to the general acknowledged rules of technology, occupational safety and accident prevention regulations as well as the regulations concerning technical working appliances, that they have any protective devices required and instructions for use and, as far as possible according to the state of the art, that their condition protects users and third parties from any kind of hazard on use as intended, in particular that accidents and occupational disease are ruled out.

6.2 The statutory term of limitation applies, unless expressly agreed otherwise.

6.3 In the event of defective delivery, the Purchaser is entitled to remedying of defects at the Supplier's expense, if the Purchaser has a particular interest in rapid use of the goods delivered based on the circumstances of a case and remedying by the Supplier is not possible for reasons of time. The Purchaser notifies the Supplier in writing (also fax or e-mail) prior to the start of remedying. The Purchaser's other statutory rights of guarantee and to damages remain unaffected.

6.4 The Supplier is liable towards the Purchaser for any infringement of contractual obligations and causing of damage regardless of the extent of fault; that means he is liable towards us for even slight negligence.

7. Payment

7.1 We are entitled to deduct 3% discount from the invoice gross amount within 14 days of the start of the period of payment.

7.2 The period of payment commences on delivery, at the earliest on receipt of a proper invoice in duplicate, not however prior to the agreed delivery date.

7.3 If we are entitled to a counter-claim arising from the current business relationship, then the Purchaser has the right of retention, regardless of whether the counter-claim is based on the same contractual relationship.

7.4 The settlement of the invoice does not represent waiving of guarantee rights with regard to the goods delivered and does not rule out subsequent deficiency claims in this respect.

8. Applicable law

8.1 The contracts are subject to the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International sale of Goods.

9. Venue

9.1 If the seller is a businessman, legal entity under public law or public/statutory special funds, then the exclusive venue for any disputes arising from this contract is our Registered Office. The same applies if the seller does not have a general venue in Germany or if residence or habitual residence are not known at the time of commencement of action.

10. Severability clause

10.1 If any individual provisions of this contract with the seller including these General Terms of Business are or become completely or partly ineffective, then this does not affect the validity of the remaining provisions. The completely or partly ineffective regulation is to be replaced by a regulation of economic success that best approximates that of the ineffective regulation.

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