

General standard terms and conditions (GTC) of ASCA GmbH Angewandte Synthesechemie Adlershof

Preamble

We deliver only to the following conditions of sale and delivery. The conditions of purchase of the buyer do not oblige us, even if we do not expressly contradict them. Our conditions of sale and delivery apply exclusively, even if the order of the buyer contains different own or additional conditions. The exceptional validity of other terms and conditions – in particular conditions of purchase of the customer – requires an explicit written confirmation on our part. If there is a framework agreement between the buyer and ASCA GmbH Angewandte Synthesechemie Adlershof, these terms of sale and delivery apply to both this framework agreement and the individual order.

We sell our goods only to buyers who are entitled to own our products in accordance with the relevant statutory provisions. Deliveries to private individuals are excluded.

Unless otherwise agreed, our offers are valid for six weeks.

§ 1 Offer and acceptance

a) Our offers are non-binding. Verbal or remote data transmission orders are binding for us only if and insofar as we have confirmed them in writing, we have sent the goods with invoice to the buyer or have started with the execution of the order. Written confirmation also requires changes, additions and verbal collateral agreements.

b) Additional clauses on the description of goods such as “circa”, “as already delivered”, “as usual” or similar additions refer in our offers exclusively to the quality or quantity of the goods, but not to the price. Such statements in orders are understood by us accordingly and if necessary the confirmation is meant accordingly.

c) Unless otherwise agreed between ASCA GmbH and the buyer, our quotes for custom synthesis products are based on the preliminary design of a synthetic route based on literature evaluation and on our own experience in the synthesis of similar molecules. There is a remaining risk that the synthesis fails and the product can be manufactured either not at all or only at considerably higher costs.

Furthermore quotes are given on the basis of raw material prices from various fine chemical catalogues. These prices can change significantly.

In both cases we will inform the customer immediately and reserve the right to withdraw our offer or renegotiate our price.

§ 2 Cancellation of orders or return of goods

In case of cancellation of an order before delivery, we are entitled to charge the buyer for all costs incurred by the cancellation. This applies both to costs incurred by our suppliers and to those arising in our house. The return of faultless goods may only with our consent to the recipient address mentioned by us returned home, the return of dangerous goods must be specially agreed with us.

§ 3 Purchase price and payment

a) Our prices are given in EURO and are exclusive of value added tax, packaging, freight, postage and insurance. All prices in our catalogues, on data media or on our website are non-binding recommended prices without value added tax.

b) Unless nothing else has been expressly agreed, the registered office of ASCA GmbH is the place of fulfilment. We ship and insure the goods at the request of the customer at his expense from the place of fulfilment. The route and means of shipment will be decided by us. Any additional costs due to special shipping requests made by the customer will be charged to him.

Within Germany the shipping costs for standard items per delivery by courier are 20.00 € plus VAT. Costs arising from shipping of dangerous goods or from refrigerated transport are subject to an additional charge. Packaging and transport surcharges for delivery to other countries are calculated individually, depending on the place of delivery and the nature of the goods, and are charged to the customer.

All consumption, sales or indirect taxes, customs, inspection and acceptance fees or any other taxes, fees or charges of any kind prescribed by state authorities or attributed to the business between ASCA GmbH and the customer / buyer, are also to be paid by the customer / buyer. ASCA GmbH has no obligation to indicate that such taxes, costs and fees will be incurred.

c) Unless otherwise agreed, the purchase price is due for payment within 30 days of the invoice date without deduction.

d) In case of default of payment, we reserve the right to charge interest of 8% above the base rate according to § 247 BGB.

e) In the event of default, we can assert further damages caused by delay.

f) Bills of exchange and checks are accepted only on account of performance; they are considered as payment when they have been redeemed. Bank-standard expenses are charged to the buyer.

g) The buyer may set off against our purchase price claim only with undisputed or legally established claims and our express consent. Merchants may withhold the purchase price due to material defects until we have decided on the justification of the complaint; moreover, only if the buyer provides adequate security.

h) If the buyer defaults on the payment of one of our invoices at a value not inconsiderable for the business relationship, all our claims arising from the business relationship shall become due immediately, irrespective of any acceptance of bills of exchange. We are then further entitled to demand cash payment before any further delivery. If the default in payment is not remedied within a reasonable grace period, we are entitled to withdraw from the contract and / or to claim damages for non-performance.

This applies in particular to agreed but not yet carried out subsequent transactions. If we become aware of facts that indicate that the buyer is no longer creditworthy, we are entitled to demand cash payment before delivery of the goods, even if something else had been agreed, as well as to make our claims due.

i) The following applies to our invoices: The performance date corresponds to the delivery note date stated on the delivery note, unless otherwise stated.

§ 4 Delivery

a) The delivery times specified in offers and orders are always non-binding, unless a fixed date for delivery is expressly agreed.

b) Events of force majeure – including restrictions under public law as well as strikes and lockouts – entitle us to withdraw from the contract. Compensation for non-performance or default is excluded in such cases. This also applies to non-timely self-supply by our suppliers, which we did not blame. We are obliged to inform the buyer of such events without delay. The buyer is then also entitled to withdraw from the contract.

c) If we are in default of delivery, the buyer is entitled to set a reasonable grace period and to withdraw from the contract after their unsuccessful expiration. Compensation for non-performance, the purchaser can only demand after unsuccessful expiration of the period of grace, if the delay in delivery by intentional or grossly negligent behavior of our legal representative or one of our vicarious agents has occurred.

§ 5 Dispatch and acceptance

a) The packaging and shipping of our products comply with the safety requirements of the dangerous goods regulations in their currently valid version. The risks of transport from the point of delivery are always at the expense of the buyer, even for carriage paid deliveries or deliveries free domicile, unless we carry out the transport with our own vehicles from our company or warehouse.

b) When picking up from the place of delivery, the buyer or his agent is responsible for loading the vehicle and observing the legal regulations regarding the transport of dangerous goods.

c) The unloading and storage of the goods is always the responsibility of the buyer.

d) Insofar as our employees assist with the unloading and cause damage to the goods or other damages, they act at the sole risk of the buyer and not as our vicarious agents.

e) The above provisions shall apply mutatis mutandis in the case of delivery by third transport companies, as far as their behavior could be a liability of the seller. The liability of third parties remains unaffected.

§ 6 Packaging

a) The packaging and shipping of our products comply with the safety requirements of the dangerous goods regulations in their currently valid version.

§ 7 Retention of title

a) The ownership of the goods is only with complete payment of the purchase price and all other future arising claims from the business relationship with us on the buyer. This also applies if payments are made on specially designated claims. For current accounts, the reserved property is considered as a security of our balance claims. The property passes to the buyer at the latest at the time in which we have undeniably no claims against him.

b) As long as the buyer duly fulfills his obligations to us, he is entitled to reuse the reserved goods in the normal course of business.

c) If the buyer does not meet his payment obligations even after a period of grace has expired, we are entitled to rescind the contract of sale without additional grace period and to reclaim the reserved goods. Withdrawal of the reserved goods will only be rescinded if we declare this in writing.

d) The processing or processing of the reserved goods does not give ASCA GmbH any obligations. We are considered manufacturers i. P. D. § 950 BGB and acquire ownership of the intermediate and end products in proportion of the invoice value of our reserved goods to the invoice values of third-party goods; the buyer keeps in this regard for us in trust and free of charge. The same applies when compounding or mixing i. P. D. §§ 947, 948 BGB of reserved goods with foreign goods.

e) The buyer hereby assigns to us the claims against third parties arising from the resale of the reserved goods to secure all our claims. If the buyer sells goods in which we only have pro rata ownership in accordance with letter d), he cedes claims against the third party for the corresponding partial amount. If the buyer uses the reserved goods within the framework of a works (or similar) contract, he shall assign to us the (labor) claim in the amount of the invoice amount of our goods used for this purpose.

f) The buyer is authorized in the ordinary course of business to include the claims from the further use of the reserved goods. If we have specific cause for concern that the buyer will not properly meet or fulfill his obligations to us, the buyer shall, at our request, notify the customer of his assignment to refrain from making any request to provide us with all the necessary information Inventory of the goods in our ownership and the claims assigned to us and hand over the documents to assert the assigned claims. Access by third parties to the reserved goods and assigned claims, in particular seizures and other seizures, must be reported to us immediately.

g) If the value of the securities to which we are entitled exceeds the total claim against the buyer by more than 10%, we are obliged to release the securities of our choice at the buyer's request.

§ 8 Warranty rights, inspection and complaint obligations of the buyer

In the case of material and legal defects, which include the lack of warranted characteristics, we are obligated towards merchants to provide supplementary performance within a reasonable period of time. If it is not possible for us within the specified period to remedy the defect, the buyer may demand a reduction of the purchase price or withdraw from the purchase contract.

Examination obligations of the buyer:

1) The buyer must examine the goods and their packaging immediately upon delivery in accordance with normal commercial practice. If the goods are delivered in packages, they must always check the labelling of each individual package for compliance with the order.

2) The buyer has to complain immediately in written form in the case of the investigation according to a).

3) If the purchaser fails to carry out the respective examination or if he does not object immediately to a detected or identifiable defect, he shall lose all liability for the determined and / or identifiable defects of his warranty rights. The same applies in the event of an incorrect delivery, even if the difference is so significant that the purchaser's approval of the goods had to be considered as precluded.

4) In the case of a hidden defect, the buyer has to complain immediately after discovery of the defect. Otherwise, the goods are also considered as approved. The complaint of a hidden defect is in any case excluded after expiry of 4 weeks after receipt of the goods. A claim for replacement delivery due to wrong delivery remains unaffected.

§ 9 Liability for consequential damages and other damages

a) For damages caused by defects in the purchased goods, erroneous wrong delivery or defects in the packaging of legal interests of the buyer including his assets, we are liable as follows:

1) Insofar as damage could have been avoided by observance of the purchaser's inspection obligations, any kind of liability on our part is excluded vis-à-vis merchants and legal persons under public law, unless the damage is due to deliberate behavior by our legal representatives. Under the same conditions, liability is excluded for non-traders, unless the damage is due to intentional or grossly negligent behavior on our part.

2) Insofar as damages arise despite compliance with the buyer's inspection obligations, we are liable to merchants as well as non-merchants only for willful or grossly negligent breach of contract.

b) For damages other than those regulated above, we are – irrespective of the cause of liability – only liable if they have been caused by an intentional or grossly negligent act on our part or one of our vicarious agents.

c) We are not liable for the suitability of the goods for the purposes intended by the buyer. Insofar as we provide technical advice, provide information or make recommendations etc., we are liable for culpably incorrect advice, information or recommendation only if it has been made in writing. Our advice does not absolve the purchaser of the mandatory requirement to check the delivered product on its own responsibility for its suitability and quality before use.

d) Warranted characteristics: Notwithstanding c) the description of the objects of purchase in catalogs, analysis reports and other documents of ASCA GmbH only serves the exact description and precise determination of the purchased item. The above descriptions are not to be understood as an assurance of property within the meaning of § 463 BGB.

e) All claims within the meaning of § 9 become statute-barred half a year after the damage-causing act, except for tort claims.

§ 10 Place of performance, jurisdiction, applicable law

a) The place of fulfillment and place of jurisdiction for our deliveries and services is the registered office of ASCA GmbH Angewandte Synthetic Chemistry Adlershof (Berlin, D)

b) The contractual relationship is subject exclusively to the law of the Federal Republic of Germany, excluding international private law, unified international law and the UN Sales Convention.

§ 11 Claims, property rights

The seller does not warrant that the use or sale of the products delivered in accordance with the present sales and delivery conditions will not infringe patents in the country of the buyer or other countries regarding the product itself or its use in combination with other products or in the Performing any procedure. Patterns, models, sketches, designs, etc. that we have

created or produced for customers remain our property, unless separate agreements have been made with the customer.

§ 12 Privacy

We are entitled to store customer data within the framework of the applicable statutory provisions, in particular the Federal Data Protection Act, and to process them within the company.

§ 13 Effectiveness of individual provisions

Should any of the above clauses be or become ineffective, the validity of the other provisions remains unaffected.

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