

**General Conditions of Sale**

Version: January 2019

**1. Scope of application**

All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale. References made by Buyer to his general terms and conditions are hereby rejected. Seller's General Conditions of Sale shall also apply to all future business. Deviations from these General Conditions of Sale require the explicit written approval of the Seller.

**2. Offer and acceptance**

Seller's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding offer. The contract is concluded by Buyer's order (offer) and Seller's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Seller.

**3. Product quality, specimens and samples; guarantees**

**3.1** Unless otherwise agreed, the quality of the goods contractually due is exclusively determined by Seller's product specifications valid at the time of delivery.

Identified uses under the European Chemicals Regulation REACH relevant for the goods shall neither represent an agreement on the corresponding contractual quality of the goods nor the designated use under this contract.

**3.2** The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the goods.

**3.3** Quality and shelf-life data as well as other data constitute a guarantee only if they have been agreed and designated as such.

**4. Support services**

Insofar as Seller provides advice or other support services, this is given to the best of his knowledge. Advice and information with respect to suitability and application of the goods is not binding and shall not relieve Buyer from undertaking his own investigations and tests to adapt the Seller's advice to his operating environment and to the applications that he makes of the product, under his sole responsibility.

**5. Prices**

**5.1** Prices shall be set net of tax and shall be based on the price list in force on the date of the order confirmation. Seller's prices may be changed at any time without prior notice until the date of delivery. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to Seller within 14 days after notification of the price increase.

**5.2** For delivery and performance within the EU, before the VAT is implemented, the Buyer must inform the Seller of his respective VAT identification number under which he pays taxes on his earnings within the EU.

In case of a non-electronic export declaration, the Buyer has to provide the Seller with a valid proof of exportation necessary for taxation purposes for deliveries and performances from France to countries outside the EU, which are not carried out or commissioned by the Seller. If this proof is not provided, then he must additionally pay for the VAT to be levied on performance within France on the amount invoiced.

## **6. Delivery**

Delivery shall be effected in accordance with the trade terms set out in the individual contract, for which the version of the INCOTERMS in force on the date the contract is concluded is applicable. Unless otherwise agreed, deliveries are made carriage paid to named place of destination.

## **7. Damage in transit**

Unless otherwise agreed, the goods shall be conveyed at the Buyer's risk, regardless of the terms and conditions of sale and delivery agreed upon between the parties, including in case of a delivery free of charge.

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the three days of the date of delivery and Seller shall be provided with a copy thereof.

## **8. Compliance with legal requirements**

**8.1** Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods.

**8.2** Buyer assures that in the course of the business relationship with the Seller he will abide by any and all rules regarding storage, handling and use of the goods as defined in the technical data sheets as well as in the safety data sheets.

## **9. Payment terms and delay in payment**

**9.1** Unless otherwise agreed by the parties in writing, payment deadlines shall be 30 days after invoice date.

**9.2** Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations. It shall result in a payment in acceleration, immediate payment of all monies due, and the Seller shall be entitled to automatically cancel sales in progress without issuing a formal demand for payment.

**9.3** In the event of a default in payment by Buyer, Seller is entitled to charge interest on the amount outstanding at the rate of 10 percentage points above the Refinancing rate ECB (European Central Bank) and a fixed sum of 40 Euro for recovery costs pursuant to Article L. 441-6 of the French Commercial Code without prejudice to any claim for damages.

**9.4** If Buyer is located within a country being a member of the SEPA, payment must be made in accordance with SEPA schemes, and in particular with SEPA Credit Transfer and SEPA Direct Debit. Any payment that does not comply with SEPA schemes will be refused including any payment made by check or bill of exchange.

## **10. Buyer's rights regarding defective goods**

**10.1** Seller must be notified of any obvious defects within four weeks of receipt of the goods; other defects must be reported within four weeks after they are discovered.

Notification must be in writing and must precisely describe the nature and extent of the defects.

Any product return requires the Seller's prior consent.

**10.2** If the goods are defective and Buyer has duly notified Seller in accordance with Clause 10.1, Buyer has the statutory rights to the following extent:

a) Seller initially has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods (subsequent performance).

b) Seller may make two attempts at subsequent performance. Should these fail or cause unreasonable inconvenience to Buyer, Buyer may either withdraw from the contract or demand a reduction in the purchase price.

**10.3** Buyer's claims for defective goods are subject to a limitation period of six months from receipt of the goods.

Limitation periods as stated in this article 10 shall apply unless there are different statutory limitation periods.

## **11. Liability**

**11.1** Seller shall be generally liable for damages in accordance with the law.

However, the Seller is not liable to Buyer in case of indirect or immaterial damages such as loss of profits, loss of businesses...

The foregoing limitations on liability do not apply to damage to life, body or health.

**11.2** Seller is not liable to Buyer in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations in connection with the European Chemicals Regulation REACH being triggered by Buyer.

## **12. Security**

If there are reasonable doubts as to Buyer's ability to pay, especially in case of late payments, Seller may, subject to further claims, revoke credit periods and make further deliveries dependent on advance payments or other security.

## **13. Retention of title**

**13.1** The goods shall remain the property of the Seller until the purchase price has been paid in full. During the retention of title period, the Buyer shall insure the goods against any damages suffered or caused by them.

**13.2** Seller may reclaim the goods on account of the retention of title even if he has not yet withdrawn from the contract, in case of failure to pay all or part of the purchase price by the due date or in case the Buyer is subject to judicial recovery measures such as insolvency or bankruptcy proceedings.

Moreover, the Buyer undertakes to stipulate the Seller's right of title to the product during any action that might prejudice such right (pledge of business, inventory following judicial recovery measures...).

## **14. Force majeure**

To the extent, any incident or circumstances beyond the Seller's control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of

government), reduces the availability of goods from the plant from which the Seller receives the goods such that Seller cannot fulfil its obligations under this contract (taking into account on a pro rata basis other supply obligations). Seller shall (i) be relieved from his obligations under this contract to the extent Seller is prevented from performing such obligations and (ii) have no obligation to procure goods from other sources. The first sentence does also apply to the extent such incident or circumstance renders the contractual performance commercially impractical for Seller over a long period or occurs with suppliers of Seller. If the aforementioned occurrences last for a period of more than three months, Seller is entitled to withdraw from the contract without the Buyer having any right to compensation.

## **15. Communication**

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

## **16. Data Protection**

16.1 In case the Buyer, in the course of the performance of the respective contract, receives from BASF or otherwise obtains personal data related to employees of BASF (hereinafter referred to as "Personal Data") the following provisions shall apply.

If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of BASF, Buyer shall only be entitled to process Personal Data for the performance of the respective contract. Buyer shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile.

If and to the extent permitted by applicable laws, Buyer is entitled to further process the Personal Data, in particular to transmit Personal Data to its affiliated companies for the purpose of performing the respective contract.

Buyer shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to-know-principle). Buyer shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Buyer shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

Buyer will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Buyer with regards to Personal Data shall be excluded.

In addition to its statutory obligations, Buyer shall inform BASF in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract

Buyer shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

16.2 Information on data protection is available at [basf.com/data-protection-eu](https://www.basf.com/data-protection-eu).

#### **17. Applicable law and jurisdiction**

**The contractual relationship shall be governed by the French law. However, the application of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) is expressly excluded.**

**Any dispute arising out of or in connection with this contractual relationship shall be heard at the Commercial Court of Nanterre, France, notwithstanding multiple defendants, third party notices and summary proceedings.**