





regarding defects in quantity and apparent defects in quality will be filed within four weeks of acceptance. In the case of excess delivery we retain the right of return at the cost of the supplier. Other defects including the absence of warranted qualities or unapparent defects will result in a complaint within four weeks after the discovery of the defect.

The supplier is liable for faultless quality and competent execution as well as performance-based and fail-safe operation and observance of all norms and regulations. The supplier shall supply us with any regulations regarding storage and operation unbidden together with the delivery; failure to do so will result in the supplier's liability for any damage arising out of our ignorance of these regulations.

If the supplier is not able to remedy defects in an appropriate period, which may from case to case be set by us, we reserve the right to choose between insisting on fulfillment of the order, price reduction, provision of replacement at the supplier's cost or withdrawal from the contract regardless of the nature and extent of the defect. This does not affect our right to demand compensation for the incurred damages. The period of warranty begins anew with each attempt at improvement that is undertaken. The supplier is obliged to give notice to us of any defects discovered in the goods after delivery without delay. If any goods delivered to us prove to be faulty due to new insights, so that they can no longer be used or distributed by us, the supplier is obliged to take back all of our remaining stock at the original price of purchase.

If the planned processing of ordered goods in our plants is not possible due to unforeseeable circumstances (force majeure), we reserve our right to withdraw from the contract insofar. We will notify the supplier of such an event immediately upon the occurrence of the event, producing internationally customary evidence.

## **6. Billing and Payment:**

Invoices shall be sent to our purchasing department in triplicate after the delivery has been delivered and/or service has been rendered.

Accepted goods and services will be paid for after receipt of the invoice within 14 days less 3% discount or within 90 days without discount. The date of payment will not have any bearing on the delivery, warranty and replacement obligations of the supplier. Other conditions of payment, e.g., any conditions of payment that may be



set forth the invoice, are not valid, unless they were agreed with Imerys in writing at the time of entering into the agreement.

Assignment of our liabilities is only possible with our express approval

## **7. General:**

The supplier holds liability that the goods delivered are not in breach of existing patents or registered trademarks. The supplier obliges itself to indemnify and hold harmless Imerys of all claims made due to a breach of patent or registered trademark rights that have arisen out of use of the delivered goods.

All instructions, drawings, models and samples provided to the supplier by Imerys, as well as the drawings, models and samples produced by the supplier according to our instructions are and remain our (intellectual) property and may not be used for other purposes, be reproduced or passed on to third parties. They must be returned to us without delay upon completion of the delivery or, in case of non-performance of the delivery, immediately.

The supplier shall regard the order, the contract-related services and all related documents as trade secret and treat them with the according confidentiality.

There shall be no compensation of any kind for planning work, etc., unless expressly and in writing agreed otherwise. The business relationship must not be disclosed for purposes of advertising. The supplier pledges to adhere to the minimum labour standards set by the ILO and to oblige their own suppliers to adhere to these minimum standards by particular contractual stipulations. The supplier in particular pledges not to employ any children. The supplier shall ensure that their own suppliers shall also not employ any children. Any person under the age of fifteen years of age shall be deemed a child. Children are allowed to be employed as an exception at the age of fourteen years of age, if the country of production allows persons to work from the age of fourteen years onwards per law.

This English translation of Imerys' Terms and Conditions of Purchase is only for ease of reference; only the German language version shall be binding and govern the relationship of the parties.

## **7. Governing Law, Jurisdiction**



German law shall exclusively apply, to the exclusion of the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

The sole legal venue shall be that court in Germany which is competent for the official place of business. However, Imerys reserves the right to also bring a claim to any other competent court.

### **8. Partial invalidity**

Partial ineffectiveness or partial invalidity of these terms and conditions of purchase affects neither the effectiveness nor the validity of all other terms and conditions.

Edition: October 2013