

# GENERAL CONDITIONS OF PURCHASE OF GOODS

## Symrise Asia Pacific Pte. Ltd. and all Asia Pacific Symrise affiliates

### 1. Scope

- (1) Any orders placed by Symrise shall be based exclusively on these General Conditions of Purchase. These conditions of purchase shall also apply if Symrise accepts deliveries and/or makes payments although it is aware of the existence of any supplier's conditions that are in conflict with or deviating from its conditions of purchase. They shall also apply to any future business transactions with the supplier.
- (2) Any deviations from these conditions of purchase shall not be effective unless approved in writing by Symrise. Approved deviations shall only apply to a certain individual case and shall have no effect in future.
- (3) These conditions of purchase shall supersede all previous conditions of purchase.
- (4) These conditions of purchase shall apply exclusively to entrepreneurs. An "entrepreneur" within these terms means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession. "Partnership" within these terms means a partnership with legal personality that has the capacity to acquire rights and to incur liabilities.

### 2. Placement of Orders

- (1) Orders need to be placed in writing in order to be binding. The same shall apply to other agreements made before or after the conclusion of contract. Orders placed orally or via telephone must be subsequently confirmed in writing by Symrise in order to be legally valid. The same shall apply to oral collateral agreements and changes to the contract.
- (2) Without Symrise's prior written consent, the supplier is not entitled to outsource the performance of the contract to third parties.
- (3) The supplier must treat the conclusion of contract confidentially and shall only be allowed to make reference to its business relationship with Symrise in its advertising materials upon Symrise's written consent.
- (4) The contractual parties agree that any and all commercial or technical details disclosed in the course of the business relationship which are not already in the public domain shall be treated as business secrets. Any subcontractors must be subjected to corresponding obligations.

### 3. Prices / Shipment / Packaging

- (1) The agreed prices shall be fixed prices. Any costs for packaging, packaging means and transport to the address and/or location indicated by Symrise as well as costs for customs formalities and customs duties are included in these prices. The supplier must show statutory VAT separately on its offers and invoices.
- (2) The supplier shall be obliged to indicate Symrise's order no. as well as all other order information (date, quantity, etc.) as given in the order on all shipping documents, delivery notes and invoices. If the supplier fails to do so, Symrise shall not be liable for any consequential delays in processing.
- (3) Shipment will be effected at the supplier's risk and expense. The risk of deterioration including accidental loss shall thus be borne by the supplier until delivery to the address and/or location indicated by Symrise.
- (4) The supplier shall be obliged to take back the packaging in accordance with legal provisions. The goods must be packed in such a manner that they are protected from damage during transport. Reusable containers must be marked accordingly.
- (5) Any costs for improper packaging or improper shipment shall be borne by the supplier.

### 4. Terms of Payment

- (1) The supplier's invoices are due and payable within sixty (60) days upon delivery and receipt of invoice. If the subject matter of the contract is the provision of a work performance by the supplier, "delivery" shall be replaced by "acceptance". Payment does not imply any statement as to the quality of the delivery nor shall it restrict any rights Symrise may have. The supplier shall grant a discount of three percent (3 %) for payments within ten (10) days upon receipt of invoice.
- (2) Symrise shall be entitled to rights to set-off and retention rights in accordance with legal provisions.
- (3) In case of any delay in payment, Symrise's liability shall not exceed the statutory default interest rate.

### 5. Delivery Dates / Delays in Delivery / Force Majeure

- (1) Agreed delivery dates shall be binding. The supplier shall be in default after the lapse of a delivery date. No reminder shall be necessary in order to establish the status of "default". In case of an obligation to be performed at the creditor's place of business, a date of delivery or delivery period shall be deemed to have been complied with upon receipt of the goods at the address and/or location stated by Symrise.
- (2) If the supplier notices that it will not be able to meet an agreed date of delivery for whatever reason, it must inform Symrise immediately thereof in writing, stating the reasons and the estimated duration of the delay. The supplier shall cover any additional costs for replacement deliveries at the earliest possible date.
- (3) If the supplier is in default due to any non-compliance with a date of delivery, Symrise shall be entitled to demand a contractual penalty amounting to 0.2 percent of the order value for every business day, however, not more than 5 percent of the order value. Symrise reserves the right to assert the contractual penalty until payment of the invoice. The contractual penalty must be set off against any claims for damages caused by the delay. Symrise reserves the right to assert additional claims for damages.
- (4) If no specific date of delivery has been agreed upon, deliveries shall be effected on business days during normal business hours in accordance with the order.
- (5) The signature of the delivery note and/or the actual acceptance of the delivered goods do not imply any statement as to whether a shipment corresponds to the specifications.
- (6) Symrise shall not accept partial deliveries unless otherwise expressly agreed upon.

### 6. Passing of Risk / Supplier's Retention of Title

- (1) The title to the delivered goods shall pass to Symrise upon delivery. Symrise does not accept any retentions of title by the supplier.

### 7. Quality

- (1) Delivered goods must comply with legal regulations, the agreed specifications and the recognised state of the art in science and technology.
- (2) Containers must comply with legal regulations of the country of destination, the agreed specifications and the recognised state of the art in science and technology.

### 8. Liability

- (1) The supplier shall be liable for any breach of contract in accordance with legal provisions unless otherwise stated in these business terms and conditions.

### 9. Notification of Defect / Warranty

- (1) Upon receipt, Symrise shall effect spot checks in order to inspect the delivered goods for deviations in quality and quantity. Any notification of defect made by Symrise shall be deemed to have been effected in due time if made within ten (10) working days upon receipt and/or within ten (10) working days upon detection of a hidden defect (Symrise shall only be obliged to prove that such notification was sent in due time).
- (2) Symrise's rights in case of defects in quality and defects of title shall be subject to the statutory provisions, amended as follows:
  - a) Any claims based on defects shall become statute-barred after two years upon the transfer of the delivered item to Symrise or to a third party designated by Symrise at the location designated by Symrise, unless a longer period of time is provided for by law. In cases in which an acceptance is provided for by law or by contract, the limitation period shall begin upon acceptance.
  - b) In case of defective deliveries or packaging, Symrise shall be entitled to demand, at its discretion, rectification or a replacement delivery. In case of imminent danger or if the supplier is in default concerning subsequent performance demanded by Symrise, refuses to perform or fails to effect the subsequent performance demanded by Symrise, Symrise shall be entitled to remedy the defects, have such defects remedied by third parties or obtain a substitute, each at the supplier's expense. Symrise shall, in its reasonable discretion, decide if there is imminent danger or not.
  - c) For rectified items or items delivered as substitutes, the period of limitation specified in a) above shall recommence upon rectification and/or substitute delivery.
  - d) The supplier shall cover any costs in connection with goods not accepted by Symrise.
- (3) If Symrise is subject to any third party claims due to a defective product and such defectiveness occurred due to a defectiveness of goods delivered by the supplier, the supplier must indemnify Symrise against such claims for damages upon Symrise's first request.
- (4) In case of defects in title, the supplier shall indemnify Symrise against any possible third party claims.
- (5) The supplier shall obtain adequate insurance against all risks relating to product liability, including the risk of recall, and the supplier will allow Symrise to inspect the insurance policy upon request.

### 10. Place of Performance, Place of Venue, Applicable Law, Miscellaneous

- (1) Unless otherwise agreed upon expressly, the seat of the respective Symrise affiliate shall be the place of performance.
- (2) Any dispute arising out of or in connection with these General Conditions of Purchase of Goods, including any questions regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration.
- (3) If both Symrise and the supplier are domiciled in the same country, or if a country's mandatory laws do not accept foreign arbitration institutions, the arbitration regulations under this sub-paragraph (4) shall apply. If Symrise and the supplier are domiciled in different countries, the arbitration regulations under sub-paragraph (5) shall apply, unless the mandatory regulations of a country compel the parties to choose a different arbitration institution. If there is a dispute between the parties whether sub-paragraph (4) or sub-paragraph (5) applies, then sub-paragraph (5) shall apply.
- (4) Arbitration shall be held in the capital of the country where the respective Symrise affiliate and the supplier are domiciled in accordance with the Arbitration Rules of the most prominent local arbitration institution, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of 1 (one) arbitrator to be appointed by the appointing authority of the local arbitration institution. The language of the arbitration shall be English.
- (5) Arbitration shall be held in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of 1 (one) arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English.
- (6) The UN Sales Convention shall apply. For any legal issues beyond the scope of the UN Sales Convention, the laws of Singapore shall apply.
- (7) Should one of the provisions in these terms and conditions or a part of a provision be or become ineffective, this shall not affect the other provisions and/or the remaining part of the provision.

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