1. Scope; Offers. Unless otherwise agreed in writing, and to the fullest extent permitted by law, these General Conditions of Sale and Delivery (the “Conditions”) apply exclusively to every Contract (as defined below) to the exclusion of any other terms and conditions, whether written or oral, to which the Purchaser (as defined below) or its representative referred to as the “Purchaser” or “Buyer”) may be bound with the Seller (as defined below) or its representative referred to as the “Seller” or “Vendor”) and any such terms and conditions shall be null and void. Where there is any conflict between the terms and conditions of this Contract and the Conditions, the terms and conditions of this Contract shall prevail.

2. Form. As used herein, (i) “In Writing” means in text form (including email, facsimile and teletype) signed and countersigned by both parties in original, and/or electronically transmitted or exchanged documents referred to as the “Quotation” to which these Conditions are attached or which incorporates these Conditions and the terms in the Quotation. The Purchaser’s acceptance of or response to such an offer (regardless of the media or means of acceptance or republication) will be limited to purchase on the terms and conditions set forth in the Contract or Quotation.

3. Advice and Services. All technical advice, services and recommendations by us and our affiliates are given in our discretion and subjective judgment, and are intended for use only by suitably skilled and qualified persons having the relevant knowledge, training and experience. You acknowledge and agree that any such advice, technical advice, services and recommendations, and, related judgments, are, at its own risk, and we assume no responsibility for the use thereof, even in the absence of negligence, and we will have no obligation to disclose any such advice, technical advice, services and recommendations, and related judgments, to anyone. You disclaim and all and any liability, to the maximum extent allowed by law, for any loss, damage or contamination of any kind arising from the use thereof. You shall have the right to exercise, at your own discretion (exercised freely), to place reliance on our technical advice, services and recommendations.

4. General Conditions of Sale and Delivery. These General Conditions of Sale and Delivery (the “Contract”), which incorporate the Standard Form Purchase Order (SFO) and the Standard Form Quotation (SFQ), shall be deemed “Delivered” at the time of its conclusion and shall be binding on the Purchaser, as well as the Seller, to the extent that the Purchaser fails to reject the Quotation, the Goods, and subject to all the provisions set forth in clause 5 of these Conditions from the day after the Due Date till the date the full payment (together with all interest accrued) is made.

5. Delivery; Schedule; Delay. We may deliver the Goods or perform the services within a reasonable time, and a defect in an instalment or part shall not entitle the Purchaser to cancel any other instalment or part. To the extent of the relevant discrepancy, the Purchaser shall grant the Seller an additional period of time equal to the non-compliance period for such discrepancy which is caused by us. The Purchaser shall cooperate to the extent reasonable to coordinate periods and times for Deliveries hereunder. The Purchaser will give reasonable prior notice in Writing as to the place of delivery of the Goods and failure by us to deliver the Goods as agreed or agreed by us in Writing. If we fail to comply with the agreed schedules of Delivery or performance or other contractual obligations on time, the Purchaser shall have the right to reduce the price, and if such reduction is not agreed by us, to cancel the Contract. If, within the period of time agreed for the delivery of the Goods, or internally produced items, or as otherwise expressly agreed in Writing, the Purchaser do not receive the Goods, we will grant, up to the end of the additional Delivery or performance period, the Purchaser shall grant us in Writing a further reasonable period for Delivery or performance.

6. Force Majeure. We are not liable for any transport in transit, nor for any delay or loss at the risk of the Purchaser or the consequential loss to the Purchaser as to the invoiced value of the Goods. The Purchaser shall, upon our notification in Writing, forthwith indemnify or reimburse us for all transport insurance costs incurred.

7. Liability and Disclaimer. The quantity and quality of the Goods shall be determined by taking a sample (the “Sample”) in the manner agreed by the Purchaser upon inspection of incoming Goods and our measurement, the Purchaser shall in good faith attempt to resolve such discrepancy amicably within two working days from the date of such discrepancy. Failure by the Purchaser to attend to matters, falling which the parties shall mandate an independent surveyor with the verification of the testing of the weight of the Goods. The surveyor’s judgment shall be final and binding, unless the parties agree otherwise. If the surveyor’s measurement was incorrect, then the Purchaser shall bear all costs for verification; otherwise these charges shall be for our account.

8. Governing Law. All disputes, disagreements, controversies and differences, regardless of the reasonable control of the parties (including our affiliates) and in particular acts of God, fire, explosion, flood, wars, acts of terrorism, acts of governments or military authorities, strikes, lockouts, embargoes, stoppages, shortages in raw materials or of equipment normally used by us or our affiliates for production, handling or transportation, handling or transportation of the Goods and/or permitted only for claims that are undisputed or have been upheld by final decision, unless otherwise agreed in Writing, any additional or conflicting terms referred to in the Quotation or Order, documentation or other prior or later communication from the Purchaser to us shall have no effect on the sale and purchase of the Goods and are expressly rejected by us. The Contract constitutes the entire agreement between the parties in relation to its subject matter.

9. Non-repudiation. (i) A representation or warranty, express or implied, made at any time prior to the acceptance of this Quotation by the Purchaser, or made by us, our agents, our representatives, our employees, our servants, or our vendors, shall not affect the performance of our obligations under the Contract, and we shall not be deemed to be a waiver of such representation or warranty.

10. Price. The price of the Goods shall be determined and payable as agreed in Writing or as otherwise expressly agreed in Writing, and shall include all applicable customs duties, taxes, fees, and any other charges and documentary charges payable by the Purchaser on the date of the invoice. Unless otherwise agreed in Writing, the price shall not be subject to any discount or reduction, and any such discount or reduction shall be mutually agreed cancellation of a Contract, shall be made in Writing. Other changes shall be made in Writing or by facsimile.

11. Security. (i) In Writing as referred to in Writing by us, our prices are quoted in Singapore dollars (SGD) Ex Works (in accordance with INCOTERMS® 2020) and do not include the packaging costs. Goods and Services Tax (GST), and all other taxes, duties, and/or charges payable on the purchase or sale of the Goods, or internally produced items by us, shall be payable in addition to the stated price.

12. Force Majeure. Promptly after a party becomes aware of a Force Majeure, it shall provide immediate written notice to the other party, including a description of the Force Majeure and its effect on the party’s performance of the Contract. The party affected by the Force Majeure shall assert the Force Majeure in its writing and shall provide the other party with a copy of any written evidence in support of the same. The party affected by the Force Majeure shall, upon request, provide the other party with any additional information that the other party reasonably requests.

13. Set-off. Credit. Unless otherwise agreed in Writing by us, the Purchaser shall within fourteen (14) days of issuance of the invoice by us (the “Due Date”) effect payment of such invoice, without deduction, in SGD via electronic bank transfer or credit card in accordance with the instructions given by us and notified to us by us. Delay in payment will result in the Purchaser being responsible for interest at a rate of one percent (1.5%) per month and compounded monthly at a rate of one percent (1%) per month on the outstanding amount of any unpaid Goods. If an amount exceeding any minimum invoice or any part thereof, such interest accruing from the date of the invoice, and shall be borne solely by the Purchaser.

14. Security. “Security” refers to any kind of security as defined in the SFO or in the SFQ,

15. Loss of Risk, Shipment, Title. Unless otherwise stated in the Contract, the Goods shall pass from us to the Purchaser at our designated shipping point (in accordance with INCOTERMS® 2020). If, in Writing or by facsimile, we agree otherwise, title and risk shall pass to the Purchaser at the time, place and conditions as agreed in Writing. In Writing or as otherwise expressly agreed in Writing or by facsimile, we undertake to store the Goods in its premises separately from its own goods or those of any other

16. Product Information. Unless otherwise agreed in Writing by us, the contractual characteristics of the Goods shall be exclusively based on our product specifications and information in the most recent version of the information sheet. Any changes in the information about properties, durability and other data shall be deemed to be guarantees only if they are agreed and indicated by us in Writing or as otherwise expressly agreed in Writing. The Purchaser shall have full and unimpeded access to all information and the suitability of the Goods for the Use (as defined in clause 12) in which the Goods are to be used. Without prejudice to the foregoing, the Purchaser agrees that we may, at our discretion and without limiting anything in clause 14 hereinafter, shall not be liable to us for any loss or damage, whether direct or indirect, resulting from, or in connection with, any action or decision taken by us under this clause, whether such action or decision is later found to be reasonable or not, under any circumstances, or for whatever reason.

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18. Product Information. Unless otherwise agreed in Writing by us, the contractual characteristics of the Goods shall be exclusively based on our product specifications and information in the most recent version of the information sheet. Any changes in the information about properties, durability and other data shall be deemed to be guarantees only if they are agreed and indicated by us in Writing or as otherwise expressly agreed in Writing. The Purchaser shall have full and unimpeded access to all information and the suitability of the Goods for the Use (as defined in clause 12) in which the Goods are to be used. Without prejudice to the foregoing, the Purchaser agrees that we may, at our discretion and without limiting anything in clause 14 hereinafter, shall not be liable to us for any loss or damage, whether direct or indirect, resulting from, or in connection with, any action or decision taken by us under this clause, whether such action or decision is later found to be reasonable or not, under any circumstances, or for whatever reason.
ery, or from the date it should have been discovered through reasonable investigation. For the avoidance of doubt, if the Purchaser does not notify us in Writing of any defect within such time period, the Purchaser shall be deemed to have waived its rights to have the Goods repaired by us on the date the designated shipping point shall be final and conclusive evidence of the facts stated therein, and its accuracy shall not be disputed by the Purchaser under any circumstances.

If the Purchaser knowingly accepts defective Goods, the Purchaser shall only be entitled to raise a claim for such defects if it has expressly reserved such rights in Writing and paid for the Goods.

13. Rights of Purchaser in Case of Defects. Defect claims shall only be valid if, when Delivered, the deviation of Goods from the agreed product properties is substantial, and if the Purchaser has properly notified us in Writing of such defects in a timely manner, and if it is reduced, and the defect is not a result of (whether directly or indirectly) the Purchaser’s actions/omissions or use (including, but not limited to the lack of proper maintenance of the Goods), the Purchaser’s knowledge of the raised defect claims, we reserve the right, at our sole discretion, to either replace or repair the defective Goods or refund the price of the defective Goods. We shall always be granted a reasonable period of time to provide such replacement, repair or refund.

14. Limited Warranty; Liability.

14.1 WE MAKE NO REPRESENTATION OR WARRANTY OF FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE. ANY KIND WHATSOEVER EXPRESS OR IMPLIED, THE PURCHASER, BY PURCHASING THE GOODS FROM US, HEREBY REPRESENTS THAT IT HAS MADE ITS OWN INVESTIGATIONS, DECISION (INCLUDING SEEKING INDEPENDENT LEGAL ADVICE, IF IT DEEMS NECESSARY) TO PURCHASE THE GOODS AND HAS NOT RELIED ON ANY INFORMATION, WRITTEN OR ORAL, OR ANY STATEMENT IN ITS DECISION TO PURCHASE THE GOODS. WE SPECIFICALLY DISCLAIM ANY WARRANTY WITH RESPECT TO PURCHASER’S OR ITS CUSTOMERS USE, OR INFRINGEMENT OF THIRD PARTY RIGHTS, SPECIFICALLY, OR INCLUDING ANY WARRANTY THAT MAY BE IMPLIED BY LAW (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACT, CUSTOM OF TRADE) OR ANY DEFENSE WHICH RESULT IN A DEPARTURE FROM THE SPECIFICATIONS, OR ANY BREACH OF ANY AGREEMENT OR CONTRACT, OR ANY SECURITY given or monies paid by the Purchaser shall be deemed to have waived any rights to any defects, and no third party shall have any rights to enforce any term of the Contract or these Conditions. Rights and Remedies. Any rights and remedies provided under these Conditions and/or the Contract to the Purchaser are instead and in place of the rights and remedies available at law and/or in equity or otherwise. Independent Contractors. The Purchaser and we are independent contractors and are not partners, principals/agents or involved herein as parties to the transactions contemplated under the Contract, and no fiduciary, joint venture, trust or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under the Contract, law or otherwise. Heading: The headings of these Conditions and Clauses are for convenience of reference only, and shall not be construed to influence the construction or interpretation of these Conditions, nor the Contract. Confidentiality. The Purchaser shall keep strictly confidential any information, knowledge and tangible materials including but not limited to information of key personnel constituting personnel and data under the Information Technology Act, 2000 (including other data, measured values, techni ques, business experience, business secrets, know-how, drawings and other documentation (the “Confidential Information”) received, whether directly or indirectly, from us or our affiliates or disclosed in any other way by us or on our behalf. The Purchaser shall not disclose Confidential Information to third parties and shall use it only for the purpose of performing its obligations under the Contract. The Purchaser shall retain all Confidential Information delivered to it in a tangible form such as documents, samples, specimens or the like promptly upon our request without retaining any copies or notes. In addition, it shall, upon our request, delete its own notes, compilations and evaluations containing Confidential Information without undue delay and shall confirm this to us in Writing. We retain ownership of, as well as all intellectual property rights in, the Confidential Information. The confidentiality and restricted use obligations set out herein shall survive the expiry or termination of the Contract for a period of five (5) years. Third Party Intellectual Property Rights. We shall not be liable for any infringement or allegation of infringement of any third party intellectual property rights arising out of: (i) any Use of the Goods, including in combination with other goods not made or supplied by us or (ii) modification of the Goods or any part thereof by the Purchaser or a third party. Collection, Use and Disclosure of Data. We may from time to time, request for data (including but without limitation, personal data of officers of the company) (“Data”) from the Purchaser as we deem fit for purposes of credit checks (or for such other purpose as may be communicated to us in Writing from time to time by us to the Purchaser in Writing). Upon provision of such Data to us, the Purchaser shall be deemed to have obtained the prior consent of any individual from whom such Data is collected. Compliance with Policies. We will follow the documents “Code of Conduct”, “Global Social Policy” and “Our Values for the Environment, Safety, Health and Quality” which are available at http://www.evonik.com/responsibility and which apply exclusively to us and our affiliates. We expect the Purchaser and its affiliates to comply with the internationally recognised minimum standards of the UN Global Compact and the Core Labour Standards of the International Labour Organisation (ILO). In addition, the Purchaser shall ensure that its affiliates and subcontractors which are directly or indirectly involved or which are made directly or indirectly involved or which are made directly or indirectly involved or which are made directly or indirectly involved or which are made directly or indirectly involved or which are made directly or indirectly involved in performing obligations under the Contract are made in a manner consistent with the obligations of the Purchaser as set out above.


16.1 The performance of the Contract by us shall be subject to the following conditions: (i) all necessary licenses, permits and other permissions and/or approvals obtained by the Purchaser from the relevant authorities for the intended destination and Use of the Goods; (ii) if we are required to have any permit or licence from any governmental or regulatory body, such permit or licence being granted to us at the required time; and (iii) such performance shall not be prohibited by any governmental or regulatory requirements, including but not limited to export control regulations, customs requirements or other sanctions. 16.2 Unless otherwise agreed in Writing Form, the Purchaser shall be responsible and liable to us for the proper performance of all governmental requirements, including but not limited to the import, export, re-export, transport, storage, and Use of the Goods, and shall obtain at its own costs and expenses all necessary permits and licenses. If required to export, the Purchaser shall conduct export checks, the出口/transport checks, the export of Goods which would have been Delivered, if we had complied with our obligations under the Contract. 14.3 WE SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS, OR LOSS OF USE, OR LOSS OF THE ORGANIZATION TO WHICH THE GOODS ARE DELIVERED, OR ANY LOSS OR DAMAGE WHICH RESULT FROM OUR NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION. 14.4 The limitations and exclusions in clauses 14.2 and 14.3 shall not apply for intentional acts or omissions which resulted in the said losses to the Purchaser, (i) if it concerns claims due to injuries to life, body or health caused by our negligence, and (ii) to the extent applicable mandatory laws prohibit the limitation of liability.

15. Statute of Limitation. To the extent legally permissible, the limitation period for any damage arising out of or in connection with the Goods shall be twelve (12) months from the time the Goods have been Delivered or should have been Delivered.

17. Termination. Suspension.

17.1 In the event that: (i) the Purchaser is in breach of the Contract (including but not limited to Clause 14.3), (ii) there is a material change in the Purchaser’s financial position which in our reasonable opinion, is likely to affect the Purchaser’s ability to perform its obligations under the Contract; (iii) there is a change in control of the Purchaser which in our reasonable opinion, thus affects the position, rights or interests of the Purchaser (For the purpose of this sub-clause, “control” means the ability to direct the affairs of another by virtue of controlling more than 50% of its shares or votes, if it is a company, or its equity or voting interests, if it is an unincorporated enterprise, or any other person or entity that has the ability to cast a controlling vote of the board of directors or other similar body of the Purchaser); or (iv) the Purchaser is in breach of any covenant or other term of the Contract, we shall suspend such rights to a document in Writing the “Suspension/Termination Notice”), suspend or terminate the Contract without any liability for such suspension or termination whatsoever. 17.2 Notice of Termination. In the event that the Purchaser is in breach of the Contract, the Goods shall be delivered but not paid for in full, payment shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and we shall be entitled to retain any Security given or monies paid by the Purchaser and apply the said Security or monies against the assessed losses and damages, if any, suffered by us, or if there is no such Security or monies paid by the Purchaser, to recover the same otherwise. 17.3 In the event where the Contract has been suspended for a period of time and in our reasonable opinion the situation is deemed irretrievable, we shall be entitled to terminate the Contract forthwith in Writing.