

General Purchasing Terms and Conditions of Purchase of Verbio SE

Last updated: February 2024

1. Exclusive validity of our terms and conditions

(a) For all contracts concluded by Verbio SE or its affiliated companies within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG) with Seller for the purchase and delivery of goods, the following terms and conditions as well as the individual INCOTERMS® in their current version, to which specific reference is made in the relevant passages, shall apply exclusively. We do not acknowledge deviating terms and conditions of the Seller unless we have expressly agreed to their validity in writing.

(b) Our terms and conditions shall also apply if we enter into the contract without reservation in the knowledge of the Seller's terms and conditions that conflict with or deviate from our terms and conditions.

(c) We only conclude contracts with entrepreneurs, legal entities under public law or a special fund under public law within the meaning of § 310 (1) of the German Civil Code (BGB).

2. Conclusion of Contract and Transfer of Risk

(a) The characteristics specified by the seller determine the qualities of the goods offered in accordance with § 434 BGB. The goods of the contract must be delivered in a high-quality, but at least in commercially available version. In particular, if applicable, it must be delivered in a pure condition and unspoiled.

(b) In the case of bioethanol, the standard density of 0.789 (L 20 degrees Celsius) shall be used for the conversion from (t) to (cbm). In the case of biodiesel, the standard density of 0.883 (L 15 degrees Celsius) is used for the conversion from (t) to (cbm).

(c) Quality control and quantity/weight determination are binding at the unloading point, unless otherwise expressly agreed in writing. For the determination of the quantity in accordance with the contract, the quantity determined at the unloading point by weighing or measuring by means of a suitable weighing or measuring device is decisive. In the case of deliveries in tankers or tank wagons, the quantity determined by the refuelling equipment or the weighing grade at the unloading point is decisive.

(d) In the case of sustainable goods, the sustainability certificates will be made available no later than ten (10) days after the end of the month.

(e) The conclusion of the contract is done through our order confirmation, which we send in text form in response to the seller's offer.

3. Terms of delivery

(a) Unless otherwise expressly agreed in writing, delivery shall be made in accordance with the Incoterms® in force at the time of conclusion of the contract, as amended from time to time, DDP unloading point of the destination specified in the order confirmation.

(b) The Seller is obliged to indicate exactly our order number and our transport order number on all shipping documents and delivery notes; if he fails to do so, we are not responsible for delays in processing.

(c) Unless otherwise agreed and unless there is a case of force majeure, the Seller is not entitled to make partial deliveries.

(d) In the context of self-delivery, the Seller warrants that only vehicles with adequate transport insurance will be used. The Seller shall ensure that all technical requirements necessary for the transport and proper and smooth loading and unloading of the goods in question are present with the vehicle. In this context, we refer to the requirements of the German Social Accident Insurance (DGUV) Regulation 70 - Vehicles (formerly: BGV D29). We shall not be liable for defective or faulty technical equipment. Additional requirements for trucks: When loading from above over dome covers, this is only possible with safety railings. In addition, our current "Specific requirements for HGVs and tank wagons", available at: <https://www.verbio.de/en/sales-terms-and-delivery-conditions/>, applies. If the transported goods are dangerous goods, the Seller shall ensure compliance with the relevant dangerous goods regulations, in particular the Ordinance on the Carriage of Dangerous Goods by Seagoing Vessels (GGVSee), the Ordinance on the National and International Carriage of Dangerous Goods by Road, by Rail and Inland Waterways (GGVSEB) and the Convention on the International Carriage of Dangerous Goods by Road (ADR). For raw glycerin, the following applies: Loading into a food-grade truck or GMP+ and kosher cleaned.

(e) If the non-compliance with deadlines for the provision of the goods is due to force majeure, the Seller is obliged to notify us immediately after becoming aware of it and to provide all necessary evidence without being asked. The Seller is released from his contractual obligation only to the extent that he is prevented from fulfilling the contractual obligations. The Seller shall bear his own expenses in this regard. The Seller will make every effort to prevent all negative effects as far as possible.

(f) If, during the duration of the force majeure event, the Seller is wholly or partially released from its obligation to perform, we shall be similarly released from our obligation to perform. In the case of such partial services, the Seller must ensure that we do not experience any disadvantage compared to other customers of the Seller in the selection of which partial service is supplied to us. The Seller has no discretion regarding the equal distribution of the goods. If the force majeure event lasts longer than 3 (three) months for the Seller, the Seller shall notify us immediately. In this case, we have the right to withdraw from the contract, to withdraw partially or to terminate a long-term purchase agreement. The Seller has the same rights. If the Seller will no longer be able to make the goods available in the future for reasons for which he is not responsible, the foregoing shall apply. In the event of a justified withdrawal or termination, all advance payments will be refunded immediately, insofar as there is no right of set-off.

4. Delivery period

(a) The delivery period specified by the Seller in its offer is binding. If the delivery period is exceeded, we reserve the right to assert damages for delay.

(b) The Seller is obliged to inform us immediately if circumstances arise or become apparent to the Seller from which it follows that the stipulated delivery period cannot be met.

5. Terms of price and payment

(a) The price stated in the order confirmation is deemed to be the contractually agreed price, unless otherwise agreed. Such a deviating price agreement to our disadvantage requires a joint agreement in text form. The contractually agreed price is for a delivery according to the DDP unloading point. It includes packaging provided by the Seller and suitable for transport. The return of the packaging requires a special agreement.

(b) Unless otherwise agreed, the prices are exclusive of statutory value added tax and include customs, clearance or other charges, fees, costs (e.g. storage, handling costs, demurrage) as well as surcharges (e.g. in the case of ship transports for high water, low water, ice conditions) of any kind.

(c) The invoices issued by the Seller must include our order number as well as any legal requirements. If the invoice has not been properly prepared by the Seller, the invoice amount will only be due within a reasonable period of time after the correct invoice with our order number as well as any legal requirement has been handed over to us. For information declared to us by the Seller in the master data sheets, this must also be filled out correctly and sent to us in order to be able to assign the transaction. Master data sheets that are incorrect or no longer correct must be sent to us immediately in corrected form.

(d) We will pay the purchase price within 30 days of receipt of the delivery and invoice and any other agreed documents. In the case of cashless payment, the day of the payment instruction is decisive for the punctuality. Payment is made with a deduction of 2% discount and without VAT, as we are entitled to deduct input tax. Without discount, we pay within 60 days of receipt of the goods and the invoice.

If the Seller allows a longer payment period, the purchase price will be paid by us within this period.

(e) We are entitled to rights of set-off and retention to the extent permitted by law.

6. Obligation to give notice and warranty

(a) In the event of any discrepancies in quality and quantity, our complaint shall be timely if the notification thereof is made to the Seller in text form within five (5) working days of receipt of the goods. Hidden defects must be reported to the Seller in writing within this period of discovery. If chemical analyses or other examinations are necessary for the examination of the goods, the time required for this purpose is not to be counted against the time limit for filing a complaint, but rather precedes it. In order to meet the deadline, it is sufficient to have send off the notification in good time within the deadline. Defects that occur later must be described in as much detail as possible by us in text form. Sampling is carried out at the unloading point at the point of unloading.

(b) We are fully entitled to the statutory liability claims for defects against the Seller. We exercise the right to choose between remedying defects and remanufacturing or new service. In the event of rectification, it shall be deemed to have failed after the unsuccessful first attempt at rectification. The right to compensation, in particular the right to compensation in lieu of performance, is expressly reserved. The limitation period for claims and rights due to defects - regardless of the legal basis - is four (4) years. The limitation period begins anew with regard to the defect leading to subsequent performance upon completion of the subsequent performance measure. Longer statutory limitation periods remain unaffected, as do further provisions on the suspension of expiry, suspension and commencement of time limits.

7. Liability

(a) The Seller shall be liable without limitation in cases of intent or gross negligence as well as in the event of culpably caused injury to life, body or health, in the event of fraudulent concealment of a defect and in all other cases regulated by law. In the event of negligence, the Seller's liability is also governed by law. This also applies to the Seller's legal representatives and vicarious agents.

(b) The provisions of section (a) above shall also apply to all claims for damages, regardless of the legal grounds. They also apply to the claim for reimbursement of futile expenses.

(c) The Seller shall also be liable without limitation in accordance with the German Product Liability Act (ProdHaftG), due to the culpable breach of essential contractual obligations and insofar as the Seller has fraudulently concealed the defect or assumed a guarantee for the quality of the goods. Essential contractual obligations are those that protect legal positions that are essential to the contract and that the contract is specifically intended to grant according to its content and purpose; Furthermore, those contractual obligations are essential, the fulfilment of which is essential for the proper execution of the contract in the first place and on the observance of which the parties have relied and may rely.

(d) The Seller undertakes to maintain product liability insurance with sufficient coverage for damages that we may incur in the course of the contractual relationship; the Supplier must provide us with proof of insurance upon request.

(e) We shall not be liable to the Seller for damages or expenses, for whatever reason. This does not apply in the event of intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents, as well as in the event of culpable injury to life, body or health, liability under the ProdHaftG or breach of essential contractual obligations. However, liability in the event of a breach of essential contractual obligations is limited to compensation for the foreseeable, contract-typical damage, insofar as there is no intent, gross negligence, injury to life, body or health or product liability.

(f) The Seller is responsible for ensuring that no rights of third parties within the Federal Republic of Germany are infringed in connection with his delivery.

(g) If a claim is made against us by a third party, the Seller is obliged to indemnify us against these claims upon first written request; we are not entitled to enter into any agreements with the third party - without the consent of the supplier - in particular to conclude a settlement.

(h) The statute of limitations shall be three (3) years after we become aware of all the circumstances.

8. Seller's obligations under the REACH Regulation

(a) The Seller shall ensure that if any substances covered by the REACH Regulation (Regulation EC No. 1907/2006) are contained in the goods supplied by the Seller or their packaging, they are duly registered. The Seller undertakes to transmit all information and documentation required by the Regulation (in particular pursuant to Art. 31 et seq. of the REACH Regulation) to us within the time limits provided for in the REACH Regulation or, if necessary, to forward the relevant information of his contractual partner to us immediately if necessary or at our request. A registration made by the Seller or its contractual partners for the contractual goods must be provided to us in writing without delay upon our request.

(b) The Seller must compensate without restriction for violations of the REACH regulation in its currently valid version that lead to damages for us.

(c) If the Seller is based in a non-EU country, he must ensure that we can comply with the requirements of the European REACH Regulation. In particular, the Seller must inform us if substances covered by the REACH Regulation may be released during the normal and foreseeable use of the purchased item.

9. Place of performance and choice of law

(a) Unless otherwise stated in the contract, our place of business shall be the place of performance.

(b) The place of jurisdiction is Leipzig.

(c) German law shall apply to all contracts. The provisions of the UN Convention on Contracts for the International Sale of Goods expressly do not apply.

(d) Should individually provisions of these terms and conditions be void or ineffective in whole or in part, the validity of the remaining provisions shall remain unaffected.

(e) Without prejudice to any other provisions, the parties shall mutually comply with national data protection laws and the General Data Protection Regulation (GDPR) EU-2016/679. The contracting parties use personal data exclusively for the purpose of fulfilling the contract. They shall ensure that all employees, subcontractors and other persons whom they use to perform the contract comply with these legal obligations for the protection of personal data.

10. Obligations related to anti-corruption, fair competition and due diligence obligations of suppliers / compliance standards

(a) It is of utmost importance to us that we work with the Seller to counteract any form of corruption and violations of competition and antitrust law as well as to respect and comply with internationally recognized human rights worldwide in all of our contractual relationships. Our Supplier Code of Conduct, available at: <https://www.verbio.de/en/group/compliance/>, must be complied with by the Seller. This includes requirements for combating corruption, measures to prevent violations of fair competition and the due diligence obligations of suppliers. We are a multinational corporation and require our contractors to comply with the provisions of the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act (UKBA).

(b) The Seller is obliged to provide us with internationally recognised sustainability certificates or other evidence of certification across the value chain of its raw materials upon our request. Furthermore, the Seller will immediately fill out the documents sent by us for the purpose of carrying out our risk analysis and identifying any existing human rights and environmental risks for an assessment.

(c) The Seller is obliged to take note of and comply with the provisions of the Supplier Code of Conduct. Furthermore, the Seller is obliged to inform its contractual partners, employees and all other persons whom the Seller uses for the fulfilment of his contractual obligations in a sufficient manner and to demand compliance with the requirements.

(d) We require our Sellers to be diligent in selecting their contractual partners and to adequately verify compliance with the aforementioned anti-corruption laws and supply chain due diligence obligations there. As soon as the Seller becomes aware of any violations of the Supplier Code of Conduct, the Seller will inform us immediately. This also applies to violations of national or international anti-corruption laws as well as violations of competition or antitrust. In the event of violations by our contractual partners, the continuation of cooperation requires that information on remedial measures taken is communicated immediately and a concept is sent along with a timetable for remedying the violation.

(e) The Seller agrees that we may carry out audits at its premises both in relation to the review of the infringement or a complaint and, without cause, as part of our right of access. In this way, we check and ensure compliance with the specified supply chain due diligence obligations and the anti-corruption requirements and their compliance in the future. We will announce this in good time in advance and either do it ourselves or send a representative to the contractual partner during normal business hours.

(f) The Parties agree that, after entering into the Contract, we may require the Seller to adjust its measures to ensure compliance with supply chain due diligence or anti-corruption regulations if we believe that the results of our risk analysis so require. Necessary contractual adjustments would be, for example, the assumption of obligations by the contractual partner, measures to prevent and minimise certain risks or the like, up to contractual penalties imposed by us in the amount of 0.2% to 5% of the contract value in the event of violations or failure to remedy the violations. The imposition of the contractual penalty is at our discretion. The amount of the infringement is linked to the seriousness of the infringement.

(g) Serious violations of the specified anti-corruption laws by our Sellers usually constitute important reasons for the termination of the contractual relationship. Therefore, in this case, we have the right to terminate the existing contract without notice. In the event of a breach of the supply chain due diligence obligations by the Seller, we have the right to immediately terminate the contractual relationship by terminating the contract without notice, provided that the seller assesses the violation of a protected legal position or an environmental duty as very serious in accordance with Section 7 (3) of the German Act on Corporate Due Diligence for the Prevention of Human Rights Violations in Supply Chains (LkSG), the implementation of the measures developed in the concept does not remedy the situation after the expiry of the time specified in the concept, no other milder means are available to us or if an increase in the possibilities of influence does not seem promising.