

Condiciones Generales de Compra de Symrise Granada S.A.U.

Convenience Translation; Spanish text shall prevail in any event of doubt

§ 1 Scope of Application

1. The general terms and conditions of purchase contemplated herein (hereinafter the "General Conditions") will be applicable to all purchases made by Symrise Granada S.A.U. of any supplier. These General Conditions will apply exclusively and will prevail over any contradictory or diverging conditions of the supplier.
2. These General Conditions are valid for all future business transactions with the same supplier.

§ 2 Prices / Terms of payment

1. The prices shown in the order are binding.
2. The applicable VAT must be shown separately in offers and invoices from the supplier. Should this not be the case, the applicable VAT is included in the supplier's price.
3. Unless otherwise agreed in writing between Symrise and the supplier, the purchase price or the goods or labour charge of the services is payable as agreed with the supplier.
4. Should the subject of the contract be the provision of a service on the part of the supplier, the acceptance through Symrise replaces the delivery.

§ 3 Investigation of Faults

1. Symrise will examine the goods to establish any possible variances in quality or quantity within a reasonable period of time. Expressly waiving the provisions of Article 336 of the Spanish Trading Code, any claim concerning apparent faults or obvious variances in the goods, and in the case of patent but not recognisable faults, Symrise must inform the supplier at any time during the goods examination.
2. Symrise will be obliged to bring a notice of defects for a partial delivery should this have specifically been agreed with the supplier.

§ 4 Warranty

1. Goods will be delivered according to the contract and free of material and legal defects. Should a specific quality of the purchased goods not have been agreed, it is deemed to be free from defects when at the point of transfer of risk it displays a quality and service usual for this type of goods and which can be expected by Symrise according to the nature of the purchased goods. Any lack of conformity resulting from incorrect installation of the goods will be a lack of conformity when the installation has been carried out by the supplier or under their responsibility.
2. In addition, the supplier is obligated to fulfil the technical and legal regulations valid at the time of the order for the utilisation and manufacture of the purchased goods.
3. In the case of faulty delivery (material and legal defects), Symrise is entitled to the right of later fulfilment at its sole discretion either through improvement work or the substitute delivery of the purchased goods. The supplier bears the cost for improvement work. Should Symrise have set the supplier a reasonable time limit within which the later fulfilment should have been carried out and this should have been unsuccessful, Symrise is entitled to reduce the purchase price or, should the fault be of a not negligible nature, withdraw from the contract. Symrise is additionally entitled to submit claims for damages for the receipt of the service.
4. Should the purchased goods be the performance of work and this not have been carried out by the supplier without defects or in another manner than the work ordered or in insufficient quantity, Symrise is entitled to demand later fulfilment. The supplier is free to choose between removal of the defect and the new manufacture, and bears all expenses that might be incurred. Symrise is entitled to undertake the elimination of the fault on its own part and to assert claims for compensation for the expenditure incurred through its own elimination of the fault, should a reasonable time limit for the later fulfilment have been set to the contractor and have expired without success. According to the same preconditions, Symrise has the right to demand an advance payment on the part of the supplier for the estimated sum of the costs for Symrise's own elimination of the fault. Should an additionally appointed period of time for the elimination of the fault by the contractor have been set and subsequently expired without success, Symrise can additionally reduce the labour expenditure within a corresponding limit or declare the withdrawal from the contract, provided that Symrise is not entirely or partially responsible for the fault or the existing fault is only of negligible nature. In any case, Symrise will be entitled to claim damages as a result of the said non fulfilment.
5. Unless otherwise agreed in writing, the period of warranty is two years from the time of delivery.
6. Should the supplier or a third party have given a deed of guarantee (quality or durability guarantee), Symrise possesses claims arising from this guarantee which can be asserted independently and in full in addition to the warranty claims contained in these General Conditions.
7. For all other cases, the legal regulations are valid for all rights and claims on the part of Symrise.

§ 5 Liability Claims / Exemption

Should claims be asserted which are directed at Symrise due to a fault concerning the objects delivered by the supplier ensuing from manufacturing or product liability, Symrise must be exempted by the supplier from the liability resulting from the fault.

§ 6 Valid Laws / Place of Jurisdiction

Any contracts and documents to which these General Conditions might apply will be governed exclusively by Spanish legislation, expressly excluding the application of the United Nations Convention on International Goods Purchase Contracts. The sole place of jurisdiction for all controversies or disputes in relation hereto or to the General Conditions will be the courts of the city of Barcelona, Spain. Symrise is however also entitled to take legal action at the general place of jurisdiction of the supplier