

Article 1 - GENERAL

Definitions:

Agreement:	any agreement and/or legal act between IMCD and Supplier to provide IMCD with goods, services, or any combination of these (including any (change) order placed by IMCD, statement of work or any service level agreement entered into)
Good Industry Practice:	the exercise of that degree of skill, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from a skilled and experienced person engaged in providing services or goods the same as or similar to the services or goods provided under any Agreement.
IMCD:	IMCD Baltics UAB, having its registered office at Ukmerges g. 120-1, 08105 Vilnius.
Supplier:	any legal or natural person that wishes to conclude, concludes, or has concluded an Agreement with IMCD, as well as any legal or natural person from which IMCD purchases or has purchased goods/services.
Supplier Staff:	all personnel employed or otherwise engaged by the Supplier and involved in the supply of goods or services including permanent, temporary and contract labour.
Terms and Conditions:	these general terms and conditions of purchase of IMCD.

- 1.1 These Terms and Conditions apply to and form an integral part of all offers, order confirmations, sales agreements, deliveries, and obligations arising therefrom, pursuant to which IMCD purchases goods from or acquires services from Supplier. This also applies to all future business with Supplier even without any specific additional reference hereto.
- 1.2 The general conditions of sale of the Supplier are explicitly excluded hereby. Such conditions of the Supplier apply only if they are expressly and under specific reference thereto accepted in writing by IMCD. Any reference of IMCD to communications, letters, order confirmations, or any other document of the Supplier indicating and/or referring to any such conditions of the Supplier are not to be understood as such agreement of IMCD to such conditions.
- 1.3 To the extent that any part of a provision of these Terms and Conditions proves to be null and void or overturned by a court, the other parts and provisions shall remain in full force and effect.

Article 2 - CONCLUSION OF THE AGREEMENT

- 2.1 All offers by Supplier shall be irrevocable for a period of sixty days. The Agreement between IMCD and the Supplier, by means of an order for the delivery of goods or a contract for the performance of services by the Supplier to IMCD, is valid in writing only.
- 2.2 In the absence of a different agreement signed between the parties, the Supplier shall send to IMCD within 10 calendar days from the date of receipt of the order the related confirmation, signifying full acceptance of the contents of the order and of these Terms and Conditions.
- 2.3 The delivery and/or performance of the goods and/or services by the Supplier, even without any confirmation, amounts to the full acceptance of these Terms and Conditions besides the conclusion of the Agreement. Deviations from the Agreement are only valid after written confirmation.

Article 3 - DELIVERY

- 3.1 Delivery by the Supplier shall take place on the delivery date indicated, upon the agreed delivery conditions and to the delivery address(es) provided by IMCD. The delivery dates and terms specified in the purchase order are binding.
- 3.2 Delivery is in time only if the goods arrive at the destination specified by IMCD on the delivery date. Failure to deliver on time shall immediately result in the Supplier being in default, without prejudice to IMCD's other rights and remedies.
- 3.3 In case of any delay or expected delay, Supplier will inform IMCD immediately. In the case of deliveries that are made beforehand or exceeding contract and order terms, IMCD reserves the right not to accept them in the absence of prior formal authorization. Any tolerances on quantities must in any case be expressly agreed.
- 3.4 Unless agreed otherwise, all deliveries of goods by Supplier to IMCD are to be made freight-free, customs paid and under risk of the Supplier: DDP according to Incoterms 2020 as defined by the International Chamber of Commerce to the delivery address specified by IMCD and including packaging materials. Delivery is to be accompanied by the delivery note, packing list, certificate of analysis according to the product specification agreed and any further documents needed. All goods must also always be accompanied by shipping notifications showing all the particulars deemed necessary by IMCD besides any other documents required by current applicable law (including export licenses and permissions). The risk for loss and damage is with the Supplier until the goods and documents are handed over at the agreed place of delivery.
- 3.5 The goods shall be packed and marked in a proper manner and in accordance with any statutory requirement and IMCD's instructions, including marking of each packaging with the order number, IMCD's code, description of the product, net, gross and tare weight, and prominent and adequate warnings. All packaging materials will be considered non-returnable and will be destroyed unless the order states that a charge is due of not returned. No charge will be due if the Supplier fails to notify IMCD of the non-arrival of the returned packaging within 10 days of IMCD giving notice of dispatch.
- 3.6 Supplier shall be responsible for ensuring that deliveries are performed by qualified personnel and comply with all relevant legal provisions. Upon delivery Supplier will make available to IMCD adequate information about the use of the goods and about any condition necessary for use without risk to health, safety, or environment.
- 3.7 The acceptance of a late, incomplete, or defective delivery shall not constitute a waiver to invoke rights and/or to carry out actions as arising under these Terms and Conditions and/or the applicable laws.

Article 4 - QUALITY SYSTEM, CERTIFICATIONS AND LICENSES

- 4.1 The Supplier shall implement and maintain a documented quality management system which is suitable in type and scope, and which corresponds to the latest requirements. The Supplier must keep records, in particular – in connection to the delivery of goods - of quality inspections, and make these available to IMCD immediately upon request. The Supplier shall also ensure the traceability of goods at all times.
- 4.2 IMCD may claim from the Supplier any documents of certification of the quality of goods and/or services supplied. If required and applicable, analysis and testing certificates of physical, chemical, etc. characteristic of goods must be provided. IMCD will be entitled to suspend or defer the payment to Supplier until the date of receipt of the missing documentation. Any charge related to licenses or authorizations connected with the supply/delivery of the goods and the performance of the services to IMCD will be at the sole responsibility and expense of the Supplier.

Article 5 - PRICES AND PAYMENT

- 5.1 The price of the goods or services shall be as stated in the Agreement. Unless otherwise agreed in writing, the price shall be inclusive of all charges (to the extent applicable) for delivery, carriage, packing, packaging and duties, exclusive of VAT. No variation of the price shall be accepted without the prior written consent of IMCD.
- 5.2 Unless agreed otherwise in the Agreement, payment will be made within sixty days from the end of the month in which the goods were delivered, or the services rendered. Payment does not constitute acceptance and does not relieve Supplier from any of its obligations.
- 5.3 IMCD has the right to set off any sum due to the Supplier against any sum of money due from the Supplier or any sum which at any later time may become due from the Supplier, irrespective of the agreement or contract involved.
- 5.4 The Supplier may not transfer any claims against IMCD without the prior approval of IMCD in writing.

Article 6 - INSPECTION, REJECTION AND REPLACEMENT

- 6.1 IMCD or its authorised representative shall be afforded all reasonable facilities and assistance by the Supplier to make any inspection or perform any test IMCD may reasonably require. Such inspection shall not prejudice any rights or remedies in respect of the goods.
- 6.2 Within a reasonable time after delivery, in the event of a breach of the warranties referred to in Article 7, IMCD may reject at its discretion any of the goods/services which fail to meet any of the requirements specified. In such case Supplier is required, at the option of IMCD and without prejudice to any other right or remedy, to either replace the rejected goods as soon as possible with conforming goods at Supplier's expenses, or to pay a refund to IMCD.

Article 7 - WARRANTIES

- 7.1 The Supplier warrants that all activities related to the performance of the Agreement, including all elements of any services if so applicable, are performed with Good Industry Practices, as well as in accordance with these Terms, the Agreement and current applicable law.
- 7.2 The Supplier warrants that it has the experience, skills and resources to provide any goods or perform any services in accordance with the Agreement.
- 7.3 The Supplier warrants that the goods supplied and/or the services performed are fit for their purpose for which they are intended to be used, and without any obvious and hidden defects as regards both material and their manufacture.
- 7.4 In particular, the Supplier warrants that the delivered goods and/or rendered services:
- (a) correspond in their composition, form, and contents to the order as well as to the provisions and trade customs specified in the order;
 - (b) are free from any defects, of sound quality, and to the reasonable satisfaction of IMCD;
 - (c) comply with the specifications contained in the Agreement or any order, or with any written requirement provided by IMCD with regard to that order or contract and/or with the technical specifications of Supplier;
 - (d) comply with all relevant requirements of any legislation, orders, regulations, directives, or codes of practice from time to time in force, as well as with any current licensing and registration requirements at the place of delivery and in other territories indicated by IMCD.
- 7.5 The Supplier is not allowed to make any change in the composition, specifications and manufacturing process of the goods or services ordered from the time of the definitive order until delivery.
- 7.6 The Supplier warrants that the performance of services will not infringe the rights of any third party.

Article 8 - INDEMNITY AND INSURANCE

- 8.1 Supplier shall indemnify IMCD, its affiliates, officers, employees, agents, and representatives, in respect of any suits, claims, demands, losses, costs, damage or injury (whether fatal or otherwise) which IMCD may suffer or incur directly or indirectly as a result of or in connection with any breach of the Supplier of the conditions set out in these Terms and Conditions or any other condition of the Agreement or any defect in the goods or any negligent or wrongful act or omission of the Supplier.
- 8.2 In addition, the Supplier will hold IMCD harmless from the costs of any product recall, or any damages caused by such product recall and any legal fees incurred in relation herewith. This extends to any expenses and/or the reimbursement of any settlement payments which have been incurred by IMCD after consultation with the Supplier in a settlement.
- 8.3 Any access to premises and any labour and equipment that may be provided by IMCD in connection with the delivery shall be provided without acceptance by IMCD of any liability whatsoever.
- 8.4 Supplier shall effect with a reputable insurance company a policy or policies of insurance covering all the matters which are the subject of liability, including product liability, under these Terms and Conditions and shall produce such policy or policies to IMCD upon demand.

Article 9 - BUSINESS ETHICS AND COMPLIANCE

- 9.1 Supplier shall, in providing goods or services, act in the best interests of IMCD and shall not, without the prior written consent of IMCD, participate in any business activity which may create a conflict of interest between the Supplier and IMCD.
- 9.2 Supplier acknowledges it has accessed and read the [ESG Standards for IMCD Business Partners](#) and agrees to implement the requirements set forth therein throughout its organisation. Any services or goods provided to IMCD pursuant to this Agreement will be provided in compliance with the ESG Standards. Supplier will inform IMCD immediately if it becomes aware of anything that may indicate a violation or any suspicion of a violation of the ESG Standards for Business Partners.
- 9.3 Without prejudice to the foregoing in this Article, Supplier shall in performing the Agreement comply with all applicable laws and regulations. It shall cause its directors, officers, employees, agents and subcontractors to strictly abide by this requirement.
- 9.4 Supplier agrees to indemnify, defend, and hold harmless IMCD, its affiliates, officers, employees, agents, and representatives, from and against any and all damages, losses, costs and expenses (including attorney fees), penalties or other liabilities, as a result of any claim, suit, action, proceeding, demand, judgment or settlement arising out of Supplier's failure to adhere to and comply with the provisions of this Article.

Article 10 - FORCE MAJEURE

- 10.1 For the purposes of these Terms and Conditions, a force majeure event means an unforeseeable and irresistible event which prevents the fulfilment of the obligations mentioned in the Agreement. Force majeure event must be the sole cause of the failure to perform an obligation.
- 10.2 A force majeure event cannot be invoked with regard to any non-fulfilment and delays preceding the force majeure event. In order to allow IMCD to fulfil its contractual obligations towards third parties, upon the occurrence of a force majeure event, the Supplier undertakes to immediately notify the same to IMCD and in any case no later than two working days after its occurrence, accompanying such communication with appropriate

- documentation proving the nature of the event.
- 10.3 IMCD reserves the right to terminate the Agreement if a force majeure event has a duration of more than one calendar month.

Article 11 - PATENTS AND TRADEMARKS

Supplier undertakes to IMCD that no goods will either in the form supplied, or when processed or incorporated in other goods, infringe the rights of any third party whether in respect of any patent, trademark, registered design, copyright or design right, confidentiality requirement or otherwise whatsoever, in any part of the world. Any license fees required are at the expense of the Supplier.

Article 12 - CONFIDENTIALITY AND THIRD PARTIES

- 12.1 Supplier shall keep secret and not disclose and shall procure that its employees keep secret and not disclose, during the continuance of the Agreement and after any termination, any information of a confidential nature obtained by the Supplier by reason of or in connection with any Agreement with IMCD. All rights of IMCD in all designs, configurations, processes, specifications, technical documents, plans, models and other information or know-how in whatever form contained, besides samples, sketches, and calculations as IMCD makes available to the Supplier, shall remain solely in IMCD and exclusively used by Supplier for the purpose of performing the Agreement. The Supplier shall return all originals and copies to IMCD forthwith on demand.
- 12.2 Supplier shall not subcontract or assign any benefit or burden to any third party without the written consent of IMCD. In the event of sub-contracting, the Supplier remains fully liable for compliance with its obligations to IMCD and shall pay compensation for all damages caused by sub-contractors.
- 12.3 If any obligation is subcontracted, the Supplier also undertakes to ensure full compliance with contributions, social security and accident prevention obligations as may be required by law and to make available to IMCD, if requested, all documents certifying the correct fulfilment by the sub-contractors of the mentioned obligations.

Article 13 - PUBLICITY

Neither party shall without the prior written consent of the other advertise or publicly announce the subject matter of these Terms and Conditions and/or the Agreement. The Supplier shall not use any information, photograph or other material relating to services provided to IMCD or the premises of IMCD in any marketing or publicity material without the prior written consent of IMCD.

Article 14 – RELATIONSHIP

- 14.1 The relationship of the parties is that of independent contracting parties. Nothing in these Terms and Conditions and/or the Agreement shall be construed as creating a relationship of employment, a partnership, agency, or joint venture between the parties.
- 14.2 Supplier has no authority to give instructions to IMCD's personnel, nor to any third party with whom IMCD has entered or will enter into an agreement, in connection to the Services or of whatever nature.
- 14.3 Supplier has no power of authority to act for, bind or commit IMCD to any obligation or liability.
- 14.4 Supplier shall bear all the costs (including without limitation any tax, social security or insurance costs regarding Supplier Staff) incurred by Supplier or resulting from the activities of Supplier in furtherance of the Agreement, without any claim or reimbursement on IMCD.
- 14.5 In case of performance of services, Supplier shall supply all the necessary equipment to perform the agreed services, including but not limited to computer/laptop, mobile device, and internet connection.
- 14.6 Nothing in the Agreement shall have the effect of transferring to IMCD, nor is it intended that any provision of law shall have the effect of transferring to IMCD, the contracts of employment of any employees of the Supplier or its agents or sub-contractors.

Article 15 - TERMINATION

- 15.1 If Supplier does not, not timely, or not properly fulfil any obligation or in case Supplier is subject to a winding-up petition, winding-up, liquidation of the business, an official moratorium is applied for by or granted to Supplier, a petition is filed for bankruptcy, or the Supplier is declared bankrupt, and upon such a Force Majeure event pursuant to article 10.3, IMCD shall have the right to give notice of termination or of suspension of its performance of the whole or part of the Agreement without any further notice of default or intervention of the court and without IMCD being liable in damages or for interest.
- 15.2 If applicable, all claims which IMCD has on the Supplier shall be fully payable at once and the Supplier shall effect payment in advance or give security to IMCD.

Article 16 - APPLICABLE LAW AND COMPETENT COURT

- 16.1 Lithuanian law shall exclusively apply to all Agreements and to these Terms and Conditions and to any non-contractual obligation arising out of or in connection with the Agreement or these Terms and Conditions. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly ruled out.
- 16.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration. The seat of arbitration shall be Vilnius, Lithuania. The language to be used in the arbitral proceedings shall be English. The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. IMCD may also bring any dispute as described above before the district court in Vilnius.