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” is 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 partner- ship with legal personality that has the capacity to acquire rights and to incur liabilities.

2. Placement of Orders
   (1) All 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 consequences of incorrect data 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 early payments. 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 statutory provisions. The goods must be packed in such a manner that they are protected from damage during transport. Reusable containers must be marked accordingly.
   (3) Any costs for improper packaging or improper shipment shall be borne by the supplier.

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 shall 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 as indicated 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 if not 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 defects in quality and quantity. Any notification of defect made by Symrise shall be in writing and signed by Symrise. The supplier shall have been effected 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 as of the date of acceptance by Symrise.
     b) Any liability 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 subject to and finally resolved by arbitration.

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. The courts at the seat of the respective Symrise affiliate shall have jurisdiction.
    (2) Any dispute arising out of or in connection with these General Conditions of Purchase of Goods, including any questions regarding their existence, validity or termination, shall be finally resolved by the auspices of the SIAC. If the mandatory regulations of a country compel the parties to choose a different arbitration institution, the arbitration regulations under 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.

   (3) 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’’), at 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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