GENERAL TERMS OF SALE AND DELIVERY
Symrise Private Limited

1. Scope

The terms of sale and delivery shall exclusively apply to Symrise delivery unless different terms and conditions have been expressly approved by Symrise in writing. These terms of sale and delivery shall also apply in case Symrise delivers the goods without reservation, in case of being aware of any purchaser's condition that is in conflict with or deviates from these terms of sale and delivery.

2. Offer, Conclusion of Contract

(1) A printed copy of the terms and conditions as well as part of the statutory VAT valid at the time, taxes, surcharges, import and export fees as well as customs fees may arise in addition.

(2) Orders placed by the purchaser shall be deemed to be a legally binding offer to conclude a contract. A legally binding contract only exists after Symrise’s acceptance. The contents of such confirmation shall be decisive for the contents of the agreement. In case the purchaser does not object thereto immediately, such contents shall form the basis for the agreement.

3. Terms of Payment

(1) All deliveries are ex works and net of the statutory VAT valid at the time. Taxes, surcharges, import and export fees as well as customs fees may arise in addition.

(2) Unless stated otherwise in (1), delivery shall be made within 10 (ten) days from the date of confirmation of an invoice without any deductions. The purchaser shall be liable to pay interest on all invoices which remain unpaid after the due date of payment by the 15th day after the due date of payment under applicable laws for each month of delay, or part thereof, until full payment has been made to Symrise.

4. Warranty / Damaged Liability

(1) The purchaser has the obligation to inspect the goods received for defects immediately upon receipt and prior to the goods further processing or other use. The purchaser must inform Symrise in writing of obvious defects immediately but no later than seven (7) business days upon detection. Otherwise, the delivery shall be deemed to have been accepted.

(2) The purchaser must have the opportunity to verify the complete and correct delivery and the delivery must allow to settle any disputes. The delivery must be accepted by the purchaser at his expense and risk. Symrise reserves the right to retention of title to the delivered items until receipt of full payment for the delivered items. If the purchaser does not object thereto immediately, such contents shall form the basis for the agreement.

5. Retention of Title

(1) In case the defective delivered item is a product that Symrise purchased in whole or in part from a third party, the Symrise shall have the right to return to the rights granted to the Symrise by the supplier with respect to the defective item. The prerequisite here is that Symrise can be shown to be in no material breach of contract with the supplier. If the Symrise is responsible for such breach of contract, the Symrise shall inform the purchaser thereof as soon as practicable. In such event beyond the purchaser’s control, the Symrise’s right to return to the rights granted to the Symrise by the supplier with respect to the defective item is extended by the duration of the non-performance.

(2) Involvement of Subcontractors

The provisions according to the subcontractor to the purchaser and inform the purchaser of its involvement. In such a case, the purchaser shall be obliged upon Symrise’s request, to provide Symrise with the defective goods and the associated packaging for inspection.

6. Statute of Limitations

(1) Any and all claims of the purchaser, irrespective of their legal grounds, become statute barred after 12 months, unless as is legally admissible.

(2) The same shall apply for claims for damages according to section 4 (4).

7. Retention of Title

(1) The purchaser acquires the title to the goods delivered only upon receipt of full payment for the respective shipment.

(2) The purchaser shall not sell the goods in question without the Symrise’s prior written consent. Symrise is entitled to enter the purchaser’s premises in order to do so, Symrise shall be entitled to enter the purchaser’s premises. Symrise shall then be entitled to seize and store the goods subject to retention of title at the manufactured or imported goods and take the legal consequences of such a measure. Symrise reserves the right to hold goods under retention of title until all payments, including interest, have been paid in full.

(3) Any agreements or side letters deviating from these terms 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.

8. Packaging

(1) Unless otherwise stated in the order confirmation, the packaging shall be nonmetallic packaging. If the parties agree on open-top or open-bottom cases, such packaging must be suitably changed to ensure that the goods are easy to handle, safe, convenient, clean and washed condition to the Symrise plant from where it was delivered; otherwise, such packaging shall be deemed to have been purchased by the purchaser at replacement value. In case of any returns, the customer number, invoice number and the batch number of the container must be stated.

9. Shipment

(1) Shipment and transport shall be effected at the purchaser’s risk and expense. Upon the purchaser’s request and at its expense, Symrise shall transport insurance covering the usual transport risks.

(2) Should shipment be delayed due to the purchaser’s fault, the goods shall be deposited or stored in Symrise premises at the purchaser’s risk and expense.

10. Delivery, Delivery Date

(1) Delivery dates shall be agreed upon by the parties. If the parties agreed on a delivery period, such period shall begin as of the date of the order confirmation.

(2) The agreement shall be subject to the laws of Singapore. The application of the UN Sales Convention is expressly excluded.

(3) The payment of any arbitration costs shall be at the arbitration's discretion under this sub-paragraph unless paragraph (4) or sub-paragraph (5) applies, then the arbitration shall be paid by the unsuccessful party as the occasion demands.

11. Warranty and Damaged Liability

The purchaser has the obligation to inspect the goods received for defects immediately upon receipt and prior to the goods further processing or other use. The purchaser must inform Symrise in writing of obvious defects immediately but no later than seven (7) business days upon detection. Otherwise, the delivery shall be deemed to have been accepted.

12. Legal Steps

The provisions according to the subcontractor to the purchaser and inform the purchaser of its involvement. In such a case, the purchaser shall be obliged upon Symrise’s request, to provide Symrise with the defective goods and the associated packaging for inspection.

13. Rights of Set-off

The purchaser shall only have rights of set-off if delivery is materially impeded or rendered ineffective, this shall not affect the other provisions and/or the remaining part of the provision.

14. Delivery or Non-Delivery

(1) A culpable violation of obligations by Symrise or such person; representatives or vicarious agents or to a negligent violation of material contractual obligations by Symrise or such person; representatives or vicarious agents or to a negligent violation of material contractual obligations by Symrise or such person; representatives or vicarious agents or to a negligent violation of material contractual obligations by Symrise or such person; representatives or vicarious agents.

(2) The Agreement shall be subject to the laws of Singapore. The application of the UN Sales Convention is expressly excluded.

(3) The payment of any arbitration costs shall be at the arbitration's discretion under this sub-paragraph unless paragraph (4) or sub-paragraph (5) applies, then the arbitration shall be paid by the unsuccessful party as the occasion demands.

15. Use of the Products

(1) The products delivered by Symrise, e.g. for cosmetic or pharmaceutical products, food, beverage and/or food or animal feed or subject to legal regulations. It shall be the purchaser's responsibility to ensure that the product complies with all applicable regulations and/or with the production conditions.

(2) Any dispute arising out of or in connection with these General Conditions of Sale, Place of Performance, Place of Venue, Applicable Law, Miscellaneous and Delivery shall be finally settled by arbitration in accordance with the then applicable rules of the Singapore International Arbitration Centre. The application of the UN Sales Convention is expressly excluded.

(3) Should shipment be delayed due to the purchaser’s fault, the goods shall be deposited or stored in Symrise premises at the purchaser’s risk and expense.

16. Place of Performance, Place of Venue, Applicable Law, Miscellaneous

(1) Unless otherwise agreed upon by the parties, the place of performance shall be at the location of Symrise.

(2) Any dispute arising out of or in connection with these General Conditions of Sale and Delivery, including any questions regarding its existence, validity or termination, shall be referred to and finally settled by arbitration in accordance with the then applicable rules of the Singapore International Arbitration Centre. The application of the UN Sales Convention is expressly excluded.

(3) Any dispute arising out of or in connection with these General Conditions of Sale and Delivery, including any questions regarding its existence, validity or termination, shall be referred to and finally settled by arbitration in accordance with the then applicable rules of the Singapore International Arbitration Centre. The application of the UN Sales Convention is expressly excluded.

(4) Should Symrise to the goods entailed by the goods being mixed or blended with other goods or due to being processed and the purchaser become the owner of the delivered item, then the purchaser hereby assigns to Symrise in advance a pro rata co-owners' share on the value of the new item being produced. Symrise hereby accepts such assignment. Physical transfer shall be replaced by Quitus-deed. 

(5) Should Symrise maintain Simultaneously to any third party claims to Symrise and upon agreement with Symrise, the purchaser shall be obliged to take appropriate legal steps against such claims at its own expense.