

General Terms and Conditions of Purchasing Conductix-Wampfler GmbH (Version 09/2019)

1 – GENERAL PROVISIONS - INCLUSION OF THESE GENERAL TERMS AND CONDITIONS OF PURCHASING –

- a) Unless otherwise agreed in writing, the following Purchasing Conditions shall apply exclusively to all - current and future - purchase orders. The terms and conditions of the supplier or contractor (hereinafter referred to as Supplier) shall only apply where the Customer has agreed to them in writing.
- b) These General Terms and Conditions of Purchasing are only valid vis à vis Suppliers that are traders, legal entities under public law or special funds under public law.

2 – PURCHASE ORDER - ORDER CONFIRMATION –

- a) Only purchase orders and agreements issued in writing are binding. The Supplier shall confirm the purchase order in writing without delay. If the Customer does not receive the order confirmation within 5 working days of the order date the Customer shall be entitled to cancel the order without giving rise to any claim on the part of the Supplier.
- b) Staff of the Customer are obliged to give written confirmation of any oral ancillary agreements or guarantees which go beyond the content of the written contract or which modify these purchasing conditions to the detriment of the Customer.
- c) If the manufacture of the delivery item involves increased expense for the Supplier, the Supplier must obtain written consent to the increased expense before commencing the additional work. Otherwise this additional expense cannot be included in the invoice.

3 – DELIVERY PERIOD - CHANGES –

- a) Agreed deadlines are binding. Compliance with the delivery deadline shall be determined by receipt of the delivery at the destination. Where an acceptance procedure has been agreed or is required by law, compliance is determined by successful acceptance issued by the Customer's authorised representative.
- b) All deliveries that take place earlier than the delivery date specified in the purchase order require the consent of the Customer in order to be accepted. Partial deliveries are only permitted if the Customer has consented to them in writing. The Customer reserves the right to return partial deliveries or early goods deliveries at the Supplier's expense or to store these at the Supplier's expense and risk until receipt of the full delivery or until the agreed delivery date.
- c) As soon as the Supplier becomes aware that on-time delivery of goods or services will not be possible, either in whole or in part, it shall notify the Customer of this, without delay, specifying the reasons and likely duration of the delay.
- d) The Customer reserves the right to change the ordered quantity or quality as well as the delivery date by way of written notification to the Supplier at least fourteen (14) calendar days prior to the agreed delivery date if these changes can be implemented as part of the Supplier's usual production process without any significant additional expense. The Customer shall reimburse the Supplier for any verified and reasonable additional costs arising from the change. Where such changes result in delays in delivery which cannot be

avoided by way of reasonable effort during the Supplier's usual production process, the originally agreed delivery date shall be postponed accordingly. The Supplier is obliged to notify the Customer, in writing, well before the delivery date, but in any case within five (5) working days of receipt of our notification under sentence 1, of the anticipated additional costs or delay in delivery based on a careful estimation.

4 – INSPECTION PRIOR TO DISPATCH –

Prior to dispatch, the Supplier shall carefully inspect the delivery items for defects so that only defect-free goods are dispatched.

5 – DELIVERY - DISPATCH –

- a) Every delivery must be accompanied by a delivery note containing the following information: Order and item number, the Customer's order reference, type of packaging, as well as quantity and weight of the delivery.
- b) The Supplier has not fulfilled its delivery obligations until receipt by the Customer of the proper delivery and dispatch documents. Until such time, the Customer is entitled to store the delivery at the Supplier's expense and risk.
- c) The place of performance for the delivery of all goods and services shall be the destination specified by the Customer.
- d) The Customer shall be entitled to stipulate the shipping method and carrier. Otherwise the Supplier is obliged to select the most favourable shipping method for the Customer.

6 – PACKAGING –

The goods to be delivered must be packaged to customary commercial standards or, at the Customer's request, with special packaging according to its instructions.

7 – TRANSFER OF RISK –

Unless otherwise agreed by the Parties either in the purchase order or elsewhere, the risk of accidental destruction or damage to the goods shall pass to the Customer on delivery of the goods DAP place of delivery specified in the purchase order Incoterms® 2010. This also applies if the Customer uses its own transport personnel.

8 – PRICE –

The agreed prices are fixed prices inclusive of packaging and apply DAP place of delivery specified in the purchase order as per Incoterms® 2010.

9 – INVOICES –

A separate invoice must be sent to the Customer for each purchase order. It must not accompany the delivery.

10 – PAYMENT –

- a) Unless otherwise agreed, payment takes place at the Customer's discretion either within 30 days subject to a 3% discount or within 60 days net.

- b) The Customer reserves the right to choose the method of payment. The payment period shall commence following complete delivery of the goods or services in accordance with the contract and receipt of the documents in accordance with Clause 5, but in any case not before the agreed delivery date.

11 – DELAY IN DELIVERY - CONTRACTUAL PENALTY –

As a contractual penalty in the event of a delay in delivery, the Customer is entitled to demand payment of 1% of the agreed total price of the delivery for each complete week of delay, up to a total maximum of 5%. This shall be without prejudice to additional statutory rights. The Supplier is free to show that the loss was lower than the contractual penalty. The Customer reserves the right to claim this contractual penalty up until final payment.

12 – GOODS INCOMING INSPECTION - WARRANTY –

- a) Immediately upon receipt, the Customer shall inspect the goods for obvious defects that are visible externally on the packaging, and, using the delivery documents, will check the identity, quantity and any transport damage visible externally on the packaging. There is no further obligation to examine the goods. The Customer shall report any defects to the Supplier within a reasonable time after their discovery. In this regard, the Supplier waives its defence of late notification of defects.
- b) The limitation period for claims under warranty shall be 36 months from delivery or - if acceptance has been agreed or is required by law - from acceptance.
- c) The Supplier warrants that the delivery items are free of any defects in title and material defects when they are transferred to the Customer, or - in the case of simplified direct delivery - to its customers, and corresponds to the recognised state of the art as well as any requirements under relevant laws, health and safety regulations and the customary quality assurance standards (e.g. DIN, ISO, VDE, VDI, TÜV, BG explosion prevention guidelines). In case of varying versions of these standards, the German version shall be authoritative.
- d) In the event of defects, the Customer may require replacement delivery of defect-free goods instead of repair of the defective goods. In addition, following the unsuccessful expiry of a reasonable additional deadline for performance or - insofar as it is no longer possible to allow an additional deadline for performance due to particular urgency - after notification of the Supplier, the Customer is also entitled, at the Supplier's expense, to remedy the defects itself, have them remedied by a third party or procure replacement elsewhere.
- e) The Supplier shall bear all the costs required for repair or replacement delivery to the respective place of use of the goods. The Customer shall inform the Supplier of the place of use on request.
- f) Where the Supplier repairs the delivery items or replaces them, in whole or in part, the limitation period under Clause 12 b) relating to this defect in these parts shall begin anew unless the subsequent performance work was minor or expressly indicated to be a gesture of goodwill by the Supplier.

13 – PRODUCT LIABILITY –

- a) Where claims are brought against the Customer or another third party based on product liability, the Supplier is obliged to indemnify the Customer upon its first written request against such claims insofar as the damage was caused or partly caused by a defect in the goods supplied by the Supplier. In the case of fault-based liability, however, this does not apply if the Supplier is not to blame.
- b) Insofar as the cause of damage lies within the Supplier's area of responsibility, evidence of a causal link between the defect and the damage shall suffice; otherwise the Supplier bears the burden of proof.
- c) The Supplier shall in any case assume the costs and expenses corresponding to its share of the cause/blame including the costs of any legal proceedings or recall; this also applies in the case of apparent or impending serial defects.

14 – INTELLECTUAL PROPERTY RIGHTS - CONFIDENTIALITY –

- a) The Supplier warrants that the use of the delivered goods will not infringe any third-party intellectual property rights, such as e.g. patents or utility models, other rights or any business or trade secrets of third parties in the country of manufacture or destination or - where notified by the Customer - in the country of use. The Supplier shall indemnify the Customer in this regard against any third-party claims on the first written request unless the Supplier is not responsible for them.
- b) The Supplier shall not be liable insofar as it manufactures goods exclusively according to the Customer's own drawings and models and did not know, or was not required to know, that the manufacture of these goods infringed third-party rights.
- c) The Supplier undertakes to maintain secrecy, vis à vis third parties, regarding all details of purchase orders such as e.g. quantities, technical requirements, conditions etc. as well as confidential information that he receives, intentionally or by chance, from the Customer.
- d) The inclusion of the Customer in a list of references, or the use of a purchase order from the Customer for advertising purposes, is only permitted after obtaining the Customer's written consent.
- e) In respect of every instance of a breach of this duty of confidentiality, the Supplier undertakes to pay a reasonable contractual penalty, to be determined by the Customer in its honest judgement, unless the Supplier is not responsible for the breach. In the event of dispute, the Court with jurisdiction under Clause 20 b) shall decide as to the reasonableness of the penalty.
- f) In case of particularly serious breaches, the Customer is also entitled to dissolve the entire contractual relationship with the Supplier, with immediate effect and without liability for compensation, as well as to reclaim any payments that have already been made. A particularly serious breach exists for example where the Supplier passes on the knowledge, that it has acquired or received, to third parties that are in competition with the Customer.

- g) The Customer shall retain title to documents and items of any sort, such as e.g. samples, drawings, tools, models etc. which the Customer makes available to the Supplier. The Supplier is only permitted to use them for the purpose of contractual performance and may not use them for its own purposes or make them accessible to third parties.
- h) Goods that are manufactured according to documentation developed by the Customer (such as drawings, models and such like) or according to the Customer's confidential information, or using its tools or copies of its tools, may not be used by the Supplier itself or offered or supplied to third parties.
- i) **Tools** manufactured on behalf of the Customer and which are paid for by the Customer shall become the property of the Customer on payment in full. Instead of transferring possession to the Customer, the Supplier shall store the tools, free of charge, with the care of a prudent businessman on behalf of the Customer. The Supplier shall store the tools owned by the Customer separately from other items that are not the Customer's property. The Customer's ownership of the tools must be indicated on the tools themselves and in the company accounts. The Supplier cannot use these tools for its own purposes or make them available to third parties. Following termination of the business relationship, the tools must be returned to the Customer on request.

15 – ETHICS AND COMPLIANCE - DATA PRIVACY –

- a) The Supplier shall comply with all applicable anti-corruption laws. The Delachaux Group is a member of the United Nations Global Compact and is committed to ethical conduct. The Delachaux Code of Ethics is available at <https://delachaux.com/group/commitment/>.
- b) Where personal data is collected in connection with the submission or execution of its orders, the Customer shall comply with the applicable legal provisions.

16 – INSURANCE –

- a) The Supplier is obliged to cover its liability risk by way of insurance; such insurance must contain a waiver of recourse to the Customer, its representatives and insurers.
- b) On request, the Supplier shall provide the Customer with evidence of the conclusion and maintenance of such insurance. Insofar as the Supplier's insurance contains a contractual excess, this shall be borne by the Supplier. This shall be without prejudice to the assertion of further loss.

17 –WORK CARRIED OUT ON THE CUSTOMER'S PREMISES OR THOSE OF ITS CUSTOMER –

- a) Where the Supplier's staff or agents carry out work on the Customer's business premises or those of its customers, they shall observe the accident prevention regulations and all other provisions relating to safety as well as the respective plant regulations. They shall be responsible themselves for compliance with these regulations on site. They are not permitted to commence work without knowledge of these regulations. They must endeavour to obtain knowledge of these regulations in sufficient time as to ensure compliance with the manufacturing deadline.
- b) In the case of assembly and installation work, the hours worked and the materials provided by the Supplier must be confirmed, in writing and without delay, by an authorised representative of the Customer following execution of the work and in any case no later than the day of execution.
- c) Assembly and installation work must be accepted. Acceptance occurs when the Customer's authorised representative gives express written confirmation that the Supplier's work conforms to the contract. The Customer can, however, still assert defects on submission of the final invoice. If the Customer fails to comply with its duty of acceptance, the Supplier must grant it an additional time limit of at least three weeks.

18 – COMPLIANCE WITH PROTECTION STANDARDS –

The goods and/or services must be supplied together with all instructions, guidelines, warnings and other information required for proper use of the goods and optimum protection of persons and property, particularly if the goods contain hazardous substances or require special safety precautions. In particular, the Supplier shall provide the Customer with all information, instructions and warnings necessary for complying with the applicable statutory and regulatory provisions regarding health, safety and the environment and shall indemnify the Customer against any consequences, complaints and costs which arise due to the failure of the Supplier to comply with these obligations.

19 – ASSIGNMENT –

- a) Any assignment or pledge of the rights accruing to the Supplier under the Contract requires the written consent of the Customer.
- b) This does not apply to pecuniary claims. The Customer can however make payment to the Supplier with discharging effect.

20 – APPLICABLE LAW - JURISDICTION –

- a) German law applies.
- b) **The court responsible for the Customer's registered office shall have jurisdiction.** The Customer is, however, entitled to bring proceedings in the court with jurisdiction over the Supplier's place of business.

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