

**I Validity**

- 1.1 All deliveries, services and offers of our suppliers are made exclusively on the basis of these General Terms of Delivery. These are part of all contracts that are made with our suppliers regarding the products or services they offer. They also apply to all future deliveries, services or offers to the customer, even if they have not been separately agreed upon.
- 1.2 Terms and conditions of our suppliers or third parties do not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter containing or referring to terms and conditions of the supplier or a third party, this does not constitute acceptance of the validity of these terms and conditions.

**II Orders and Requests**

- 2.2 Insofar that our quotes do not expressly include a binding period, we will hold the quote valid for one week after its printed date. Acceptance of the quote will be determined as punctual, dependent on the receipt of the declaration of acceptance on our premises.
- 2.3 We are entitled to change at any point, the delivery time and place, as well as type of packaging, so long as there has been written notification at least 14 calendar days prior to the agreed upon delivery date. We are also entitled to make changes in product specifications, as far as they are within the scope of the normal production process of the supplier and that they can be implemented without significant additional effort, and notification has been made in writing at least one month prior. We will refund the supplier with any proven and appropriate additional costs incurred due to the change. If such changes result in delivery delays that cannot be avoided with reasonable efforts in the normal production and business operations of the supplier, the originally agreed upon delivery date will be postponed accordingly. The Supplier shall notify us in writing of the additional costs or delivery delays to be expected in good time prior to the delivery date, minimally within 14 calendar days after receipt of our notification pursuant to the first sentence of this section.
- 2.4 We are entitled to terminate the contract at any time by giving a written statement stating the reason, if we can no longer use the ordered products in our business due to circumstances occurring after conclusion of the contract. In this case, we will reimburse the supplier for the partial service rendered.
- 2.5 We do not grant any compensation or reimbursement for the preparation of quotes, plans, sending samples and the like.

**III Prices, Payment Terms, Invoices**

- 3.1 The price stated in the order is binding.
- 3.2 Unless otherwise agreed in writing, the price includes delivery and transportation to the shipping address specified in the contract, including packaging.
- 3.3 If the agreement made does not include the costs of packaging and the payment for the packaging (which is not only provided on a loan basis) is not expressly determined, this must be invoiced at proven cost prices. The supplier is obliged to take back any packaging on his own cost upon our request.
- 3.4 Unless otherwise agreed, we pay the purchase price after the delivery of the goods and receipt of the invoice within 14 days with a 3% discount or within 60 days net. The receipt of the transfer order at our bank will be sufficient for the payment to be seen as punctual.
- 3.5 All order confirmations and delivery notes must state our order number, the article number, delivery quantity and delivery address and, in invoices, all required information pursuant to Section 14(4) of the German Turnover Tax Act (UStG). Should one or more of these details be missing and the processing be delayed by us within the framework of our normal business, the payment terms specified in paragraph 4 shall be extended by the period of the delay. Invoices containing incorrect or missing information will not be accepted by us and returned to the originator for correction or supplementation. The period for claiming any discount deductions will only be set in motion upon receipt of a complete invoice in accordance with sentence 1 of this paragraph. Offsetting is equal to the payment.
- 3.6 In case of payment delay or default, we owe default interest in the amount of five percentage points above the base lending rate in accordance with § 247 BGB (German Civil Code).

**IV Delivery Times and Shipments, Transfer of Risk**

- 4.1 The delivery date or period specified in the order is binding. Premature deliveries are not permitted.
- 4.2 The supplier is obliged to inform us immediately in writing if circumstances occur or become recognizable which can lead to the failure to comply with the delivery date.
- 4.3 If the latest day on which the delivery should take place can be determined by this contract, the supplier is delayed once this day is over without the necessity for us to provide a reminder.
- 4.4 In the case of delivery delays, we are entitled to unrestricted legal claims, including the right to step back from the contract and the right to replacement of damages instead of the supply/service after exceeding an appropriately set deadline.
- 4.5 We are entitled to demand payment of a contractual penalty for delivery delays, after issuing a previous written warning to the supplier, for each commenced week of the delay at a sum of 0.5 %, and a maximum of 5 %, of the order value. The penalty is to be set off against the delay damages compensated by the supplier.
- 4.6 The supplier is not entitled to make any partial deliveries without our prior written consent.
- 4.7 The transfer of risk is only passed over to us, including if a dispatch has been agreed, when the goods are transferred at the agreed destination.
- 4.8 Insofar as the goods manufactured by the supplier are required by us for export, a written declaration of the customs origin of the delivery item(s) must be submitted at the latest on the first delivery.

**V Protection of Property**

- 5.1 We reserve the property and copyright rights to all orders or commissions provided as well as drawings, illustrations, calculations, descriptions and other documents provided to the supplier. The supplier may not make them available to third parties, nor announce them to third parties without our express consent, nor may they use or reproduce them by third parties. At our request, the supplier must return these documents in their entirety to us if they are no longer required by them in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Any copies made by the supplier shall be destroyed in this case; this does not apply to storage in the context of statutory storage requirements or the storage of data for backup purposes within the scope of standard data protection.
- 5.2 Tools, devices and models that we make available to the supplier or that are manufactured for contractual purposes and charged to us separately by the supplier, remain our property or become our property. They are to be identified by the supplier as our property, to be kept carefully, to be protected against damages of any kind and to be used only for purposes of the contract. The cost of maintaining and repairing these items shall be borne in full by the other parties - unless otherwise agreed. Insofar as these costs are due to defects of such items manufactured by the supplier or to the improper use on the part of the supplier, their employees or other vicarious agents, they shall be borne solely by the supplier. The supplier shall immediately inform us of all damage to these objects, no matter the relative significance. Upon request, the supplier is obliged to return these items to us in the proper condition if they are no longer required to fulfill the contracts concluded with us.
- 5.3 The reservation of proprietary rights by the supplier are only valid if they relate to the payment duties for the ordered products where the supplier maintains proprietary rights until payment is made. Extended or lengthened reservations of proprietary rights are not permitted.

**VI. Warranty Claims, Examination and Notification Obligations**

- 6.1 The supplier guarantees the deliveries and services in the agreed quantity and condition and free from defects. Unless special arrangements have been made, the goods ordered by us are governed by the suppliers' descriptions of the goods they supply as they were communicated to us, in particular with regard to the composition, characteristics, values and data of the goods, as well as the generally accepted rules of technology and suitability for the goods' presupposed use in the order. If our order was preceded by examining sample goods, the supplier guarantees in particular that the delivered goods have the same characteristics, values and data of the sampled material.
- 6.2 In the case of defects, we are fully entitled to full statutory claims. The warranty period is otherwise 36 months.
- 6.3 Quality and quantity deviations are rebuked on time if we notify them to the supplier within 14 working days of receipt of the goods. Hidden material defects also count as rebuked on time if the notification takes place within 28 working days after discovery to the supplier.
- 6.4 Acceptance is always subject to the reservation of all rights, in particular of defective or delayed delivery. We do not waive our warranty claims through acceptance or approval of the samples or test products provided.
- 6.5 The receipt of our written defect notification obstructs the limitation of guarantee claims. The guarantee period starts anew for replaced and improved goods from any replacement deliveries and defect corrections, unless we must assume from the behavior of the supplier that he does not admit that he is obliged to these measures and is only undertaking the replacement delivery or defect corrections as a gesture of good will or a similar reason.
- 6.6 We are obliged to examine the goods within a reasonable period for any quality and quantity discrepancies. It is agreed that the examination of the identity and quantity of the goods based on the delivery note and apparent integrity of the packaging is sufficient.

**VII Product Liability**

- 7.1 The supplier is responsible for all claims made by third parties for physical or material damages which can be traced back to the supplier due to faulty products delivered and is obliged to free of us of any liability. If we are obliged to carry out a recall campaign due to an error in products delivered by the supplier, the supplier covers all costs related to the recall campaign.
- 7.2 At their own cost, the supplier is obliged to maintain a product liability insurance policy with a cover sum of at least EUR 5,000,000.00 for personal injury and property damage with global coverage, including recall risk, or the corresponding monetary equivalent in the local currency. Upon request, the supplier will supply us with a copy of liability insurance policy at any time.

**VIII Property Rights / Safety**

- 8.1 The supplier is responsible for ensuring that no third-party protection laws are breached in connection with products produced by the supplier, or on behalf of the supplier, in countries of the European Union, North America or other countries.
- 8.2 The supplier is obligated to indemnify us from all claims that third parties make against us for infringements of commercial protection laws referred to in paragraph 1 and to reimburse us for all necessary expenses in connection with such claims. This claim is independent of any fault of the supplier.
- 8.3 The supplier will always comply with the current regulations/directives in the European Union regarding the safety of ingredients with regard to human, natural, and environmental impacts and will continuously check the products to be supplied to us for compliance with these specifications. The supplier commits to remain informed and up-to-date regarding these regulations/directives. Should changes to the specifications necessitate changes in its manufacturing process or in the ingredients it uses for the products to be supplied to us, the supplier will implement them immediately and inform us in writing in advance.

**IX Spare Parts**

- 9.1 The supplier is obliged to provide spare parts for the products delivered to us for a period of at least 10 years after delivery.
- 9.2 If the supplier intends to discontinue the production of spare parts for the products delivered to us, he will inform us immediately after the decision on the suspension. This decision must be, subject to paragraph 1, at least 6 months before the cessation of production.

**X Confidentiality**

- 10.1 The supplier is obliged to maintain strict confidentiality regarding the conditions of the order and all information and documents provided for this purpose (with the exception of publicly available information) for a period of 3 years after the conclusion of the contract and only to execute the order. The supplier will promptly return any information to us after completing requests or processing orders.
- 10.2 Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. and cannot issue delivery items manufactured for us.
- 10.3 All documents relating to the business relationship, such as drawings, models, templates, samples or the like may not be provided or otherwise made accessible to unauthorized third parties. Reproduction is permitted only to the extent required by the company and copyright or other intellectual property rights.
- 10.4 The supplier will oblige its subcontractors according to this § 10.

**XI Assignment, Retention Rights, Offsetting**

- 11.1 Claims against us may only be assigned or pledged with our written consent. This also applies to contractual pledges and claims against our customers in the context of an extended retention of title.
- 11.2 In case of faulty or defective delivery, we are entitled to withhold the payment in proportion to the value until proper fulfillment.
- 12.1 We are entitled to set-off and retention rights to the extent permitted by law. In particular, we are entitled to set-off claims against payment claims of the supplier against us against the supplier.
- 12.1 A cash discount right, which exists with regard to a legitimately withheld payment or with regard to a payment claim of the supplier, against which we are entitled to offset our own claims, remains unaffected by the assertion of these rights.

**XII Place of Performance, Jurisdiction, Applicable Law**

- 12.1 Place of fulfillment for both sides and jurisdiction for all disputes arising from the contractual relationship is located at our registered offices in Schallstadt, Germany. However, we also reserve the right to take legal action at the principal place of business of the supplier.
- 12.2 The contracts concluded between us and the supplier are subject to the law of the Federal Republic of Germany to the exclusion of the Convention on the International Sale of Goods (UN Convention on the International Sale of Goods).

**XIII Final Provisions**

If individual provisions of the contract with the supplier and/or its annexes, including these general terms and conditions of purchase, should be wholly or partially invalid or incomplete, this shall not affect the validity of the remaining provisions. In place of the wholly or partially ineffective or incomplete provision shall apply such effective and/or complete provisions that the parties would have agreed in good faith, considering the common usage, the sense and purpose, and the economic result of the ineffective or incomplete provision, if they had recognized the inefficiency or incompleteness of the regulation from the outset.