

## General Terms and Conditions of Purchase

Our orders and the associated deliveries and services are rendered exclusively on the basis of the following terms and conditions of purchase. We hereby object to references of the supplier to its own terms and conditions of business, particularly any assignment to the supplier of our claims arising due to resale (regardless of whether we have processed or manufactured the goods). Our terms and conditions of purchase also apply to all future transactions, even if they are not expressly agreed upon again. Deviations from these terms and conditions of purchase require our express written acknowledgement.

### 1. Offer:

Offers shall be made free of charge and shall generally correspond exactly to the inquiry, even with regard to the sequence and summary. All prices are to be provided free ex our works or free ex the stated recipient station and ex works/free loaded onto the means of transportation.

### 2. Order:

Only written orders are valid. Orders submitted orally, by telephone, telex, fax, or other electronic means require our written confirmation to become valid. The supplier shall promptly confirm each order in writing, no later than within two workdays after receipt. If we do not receive the order confirmation within this time period, our order is deemed accepted without change on any points. If an order is not issued, remuneration and/or compensation of any kind for the preparation of projects, development work etc. will not be granted unless otherwise agreed.

### 3. Delivery period and delivery:

The delivery periods stated in the order are binding. The delivery period begins to run as of the order date. Early deliveries are precluded. If the supplier has to assume that it will not be able to make timely delivery in whole or in part, it shall give prompt notice thereof, stating the reasons and the anticipated duration of the delay. After setting a reasonable grace period we may then choose to demand a subsequent delivery and damages for delayed delivery or, withdraw from the contract and demand damages for non-performance. If neither the supplier nor its sub-suppliers are responsible for the delay, claims for damages are precluded. The supplier is not authorized to make partial deliveries without our prior written consent.

### 4. Rights in the event of material defects and defects of title, liability:

The supplier is responsible for ensuring that the delivery or performance has the guaranteed quality, complies with the recognized rules of engineering and is free of material defects and defects of title. The warranty period lasts for two years after the passing of risk or acceptance. Our obligation to inspect the goods and give notice of defects within a reasonable time period does not begin until we have received or accepted the goods or in the case of hidden defects, on their discovery. We are fully entitled to the statutory claims for defects. We have the right in any event to choose the cure of the defect or delivery of a new item. If the supplier does not meet this obligation to cure the defect or make a new delivery, we are entitled to carry out the required measures ourselves at the suppliers expense. The right to damages, particularly the right to damages in place of performance, is expressly retained. The statutory provisions apply in all other respects. This also applies to damages caused by the service owed or the goods

### 5. Drawings, models and samples:

We reserve ownership of all models, tools and other resources we make available to the supplier. Our drawings, models and samples, written descriptions as well as goods produced pursuant to them, may not be used for other purposes or reproduced, copied, or made accessible to third parties. The supplier may not make them accessible to third parties without our express prior written approval or disclose, use or reproduce them itself or have them used or reproduced by third parties. The complete items shall be returned unprompted after fulfillment of the order and only to us. Any copies made by the supplier shall be destroyed in this case; exceptions apply only to what is required to be kept by law and to the storage of data for security purposes within the context of customary data storage. The supplier is liable for any damage that arises due to a violation of this obligation.

### 6. Patent infringement:

The supplier is liable to ensure that no patents or intellectual property rights of third parties are infringed in Europe through the delivery and use of the items offered. If a third party is entitled to claims against us in this regard, the supplier shall indemnify us against these claims on our first request in writing. This indemnity obligation applies to all expenditures that necessarily arise under or in connection with the assertion of a claim by a third party.

### 7. Invoice and payment:

A separate invoice shall be submitted to us in duplicate for each order, in no event may original invoices be included with the goods. Partial settlements are permitted only if we have expressly requested partial delivery. The price stated in the order is binding and includes the statutory value added tax. Unless otherwise agreed we shall pay within 14 days with a 2% discount or net within 30 days from delivery of the goods and receipt of the invoice. Receipt of our transfer order by our bank shall be sufficient for the timeliness of our payment. The date of payment does not affect the liability of the supplier for material defects and defects of title. Cash on delivery packages will not be redeemed. The assignment of claims of our suppliers to third parties shall require our consent. However, we will refuse such consent for cause only. We are entitled to the statutory rights of offset and retention

### 8. Shipment:

Unless otherwise expressly stipulated in our order, all deliveries shall be made free from any fees for shipment, freight, storage and transport insurance (which must be coordinated with us first). The goods shall be transported at the supplier's risk. The supplier shall observe the applicable regulations of the selected forwarder and select the packaging and transport option that is the least expensive and most appropriate for us unless we have expressly stipulated the transport method. We reserve the right to designate the means of transport and to take over the shipments from the free loaded means of transport in the delivery works; in this case the freight and transport insurance as well as the risk of transport would be borne by us. The customs clearance for trans-border transactions shall generally take place at our place of business. If this regulation is not observed all costs arising for customs clearance shall be borne by the supplier, provided that the supplier is responsible for non-compliance. Regardless of the type of shipment and the issuing of the invoice, the supplier shall send in a separate detailed notice of dispatch in triplicate for each shipment of each order on the date of departure of the goods. Notices of dispatch, freight letters, package labels, stickers and tags for cargo, carload stickers, invoices and all correspondence must state the order number and order date. The carload sticker shall also include, to the extent stipulated by us, a notice for the unloading location (construction site etc.). The supplier is liable for damages and expenses incurred due to non-compliance with this regulation. If the order is passed on the supplier is liable for compliance with these shipment regulations by its sub-suppliers. The sub-suppliers shall state the name of their principal in all written documents. The shipment addresses stated in our orders shall be observed closely.

### 9. Incoming goods:

All shipments, particularly truck and car loads, shall be dispatched in a way that they arrive at our location during the hours of the receiving department. The hours of the receiving department will be stated in the respective order. Damages and expenses incurred due to non-compliance with this provision shall be borne by the supplier if the supplier is responsible for the non-compliance.

### 10. Compliance

The supplier shall comply with all legal and regulatory provisions regarding working conditions. The supplier complies with the principles of the United Nations Global Compact Initiative ([www.unglobalcompact.org](http://www.unglobalcompact.org)) and the provisions of the International Labor Standards of the ILO ([www.ilo.org](http://www.ilo.org)), in particular the minimum age of employment, the prohibition of child labor, the prohibition of child labor forced and compulsory labor, prevention of accidents at work and prohibition of discrimination. The supplier complies with the provisions of the minimum wage principle and also obliges its subcontractors accordingly. He indemnifies us against claims of third parties due to the violation of the minimum wage principle by him or his subcontract. The supplier shall refrain from any action that may result in criminal liability for fraud or breach of trust, bankruptcy, antitrust, profiteering, bribery or other corruption offenses of persons or third parties employed by the supplier. The supplier will also contractually obligate its pre-suppliers to comply with these obligations. The supplier will carry out regular inspections of its subcontractors regarding compliance with these obligations. Upon request, the supplier will provide us with appropriate evidence.

### 11. Applicable law:

Including in the case of purchases from abroad, the contractual relationship is subject to the law of the Federal Republic of Germany. The application of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. Ludwigshafen/Rhine is the exclusive place of jurisdiction; the place of performance is Ludwigshafen.

### 12. Miscellaneous:

These General Terms and Conditions of Purchase also apply mutatis mutandis for other types of contracts, specifically contracts to produce a specific work [*Werkvertrag*] and contracts for work and materials [*Werkliefervertrag*] Pointing out orders and/or the business relations existing with us for advertising purposes is permitted with our approval only.

Modifications, amendments and the cancellation of these General Terms and Conditions of Purchase must be in writing. This also applies to any waiver of the written form requirement. Transmission by fax is sufficient for compliance with the written form requirement while a telecommunications transmission, specifically by e-mail, is not sufficient. Should a provision of these terms and conditions of purchase be or become invalid or unenforceable, the validity of the remaining provisions will not be affected. In this case an alternate regulation that comes as close as possible to the objective aimed at by the invalid or unenforceable provision shall take the place of the invalid provision. This applies mutatis mutandis in the event of a contractual gap.

As of: July 2019

Rhenoflex GmbH D-67065 Ludwigshafen