

### 1. Conclusion of contract, Written form, Scope

- (1) Only these Terms and Conditions of Purchase and the statutory provisions apply to all present and future orders placed by us unless otherwise stipulated below. Deviating order confirmations and/or deviating general terms and conditions of any contractual partner (hereinafter: **"Supplier"**) do not apply. All such deviating order confirmations or terms and conditions are contradicted. They are not legally binding even if we have not objected to them explicitly before or after the conclusion of the contract.
- (2) All agreements between us and any Supplier for the purpose of implementing the present purchase order must be specified in writing in the contract.
- (3) These Terms and Conditions of Purchase are applicable only in relation to Suppliers that are entrepreneurs (*Unternehmer*) (Paragraph 14 German Civil Code (BGB)), public-sector legal entities and special bodies or funds under public law.

### 2. Orders

- (1) Orders shall be placed exclusively in writing. The Supplier shall indicate if there are any errors or uncertainties in the order.
- (2) We are entitled to amend the product specifications by written notice at least 21 calendar days prior to the agreed delivery date if such amendments can be implemented in the course of the Supplier's usual production process without any significant additional expenses. We shall in each case reimburse the Supplier the proven, reasonable additional costs, which the Supplier incurs due to any of the amendments stipulated in this clause. If such amendments result in delays in delivery which cannot be avoided even if the Supplier had taken all reasonable efforts to avoid such delays, the delivery date which was originally agreed, shall be postponed by a reasonable period accordingly. The Supplier shall notify us in writing in due time prior to the delivery date, but at least 5 days after our notice regarding the amendment of the product specifications, which additional costs or delay in delivery he expects on the basis of its reasonable assessment.

### 3. Delivery

The consignment shall be at the Supplier's risk and without charge for packaging, freight, customs and border clearance to our address. Each consignment shall be accompanied by a delivery note stating at least our order number (*Bestellnummer*), tracking number (*Auftragsnummer*) and material number (*Materialnummer*).

### 4. Prices and Payment

- (1) The agreed prices are net prices and subject to the value-added taxes at the statutory rate.
- (2) Invoices shall be issued to us as single copy; they shall include all information that shall be contained in the delivery note.
- (3) Payments shall be made after the receipt of the invoice in accordance with the agreements made.
- (4) The Supplier shall accept checks.

### 5. Assignment and Subcontracting

- (1) The assignment of the Supplier's claims arising from any contract with us shall be excluded. Subcontracts shall not be awarded without our consent.
- (2) We may assign our claims arising from this contract to the following Group member companies associated with us: Mecalit GmbH Kunststoffverarbeitung (Local Court Mannheim HRB 210435), Sieger GmbH (Local Court Mannheim HRB 711478), Mecalit Polska sp. Z o.o. (company register Poland, KRS 0000215382), Mecalit Bulgaria EOOD (BG-4101 Kuklen).

### 6. Retention of title and third-party-rights

The Supplier shall only be entitled to invoke any reservation of title with regard to any product, if we have not met our payment obligations with regard to such product, with regard to which the Supplier retains title. Extended or lengthened reservations of

proprietary rights are not permitted unless otherwise agreed by the parties in writing. The products shall be free from rights of

third parties; if this is not possible the Supplier shall disclose any third-party-rights to us immediately and unrequested.

### 7. Warranty Claims

- (1) The general limitation period for warranty claims is three years. The period begins upon delivery of the products or acceptance of the products and/or services, if acceptance is required. Any statutory provisions providing for longer limitation periods remain unaffected.
- (2) The obligation of complaint on our part pursuant to § 377 HGB (German Commercial Code) for non-obvious defects is excluded.
- (3) If the products and/or services do not have the agreed quality or are defective for other reasons, our warranty claims shall be in accordance with the statutory provisions.
- (4) The Supplier assures that his products and/or services comply with the recognized technical standards.

### 8. Special terms regarding Fabric Suppliers (*Stofflieferanten*)

All Fabric Suppliers undertake (i) to supply the designs of fabrics ordered by us exclusively to us and (ii) neither to offer nor to supply such designs to third parties. They shall be liable for any damage that results from a culpable (*zu vertretend*) infringement of one of this obligation and/or from a culpable infringement of the protective rights of third parties. They indemnify us from and against all claims by third parties, which are attributable to the Supplier's culpable infringement of the protective rights of third parties.

### 9. Offsets and Retention

- (1) The Supplier may only offset any counterclaim against our claims to the extent such counterclaim is undisputed or has become final and absolute. The Supplier may only offset any counterclaim against our claims or retain payments on the basis of any such counterclaim to the extent such counterclaim is undisputed or has become final and absolute. A right of retention based on earlier or other business transactions as part of the current business relationship is expressly excluded, except for such retention claim is undisputed or has become final and absolute.
- (2) We may offset any of our claims or the claims of the following Group member companies associated with us Mecalit GmbH Kunststoffverarbeitung (Local Court Mannheim HRB 210435), Sieger GmbH (Local Court Mannheim HRB 711478), Mecalit Polska sp. Z o.o. (company register Poland, KRS 0000215382), Mecalit Bulgaria EOOD (BG-4101 Kuklen). We may as well retain payments to the Supplier on the basis of any such claims of us or the named Group member companies associated with us.

### 10. Drafts, drawings, tools and models

- (1) All drafts, drawings, tools and models that we have provided to the Supplier remain our property and shall not be used for other purposes, duplicated or made accessible to third parties by the Supplier. The Supplier shall hand over any products to us unrequested if the same is no longer required for the fulfillment of his obligations arising from the contracts concluded with us.
- (2) If the Supplier manufactures or acquires tools, drafts, drawings or models for the execution of our order such items shall not be made accessible to or be used for third parties. Such items shall be protected against unauthorized inspection or use by the Supplier. The Supplier shall transfer title of such items to us at once with their manufacture or acquisition if we bear the costs of the manufacture or acquisition. If we bear only parts of such costs the Supplier shall transfer a corresponding co-ownership share. We now already accept the transfer of title.



Zuhause im Freien

- (3) The Supplier shall hand over any products of which we have sole ownership to us unrequested if the same is no longer required for the fulfilment of his obligations arising from the contracts concluded with us.

### 11. Construction protection

If ordered products arise from our own construction, the Supplier undertakes neither to deliver nor to offer these products, neither now nor later, to any third party. The Supplier undertakes to forward any requests of third parties regarding such products to us.

### 12. Outturn samples

Where first-time orders are concerned or in the event of changes in the execution of orders before final production the Supplier shall provide us with a sample of the concerned product. In this case the final order is subject to our approval of the sample.

### 13. Delivery date

- (1) All agreed delivery times have to be strictly complied with. If the Supplier – for whatever reasons – cannot comply with the delivery times he shall inform us of this circumstance in writing without undue delay as soon as he becomes aware of this circumstance.
- (2) In the event of any delay in delivery for which the Supplier is at fault (*Lieferverzögerung*) we are - after prior written warning - entitled to demand - in addition to any further-reaching statutory claims - a penalty in the amount of 0,5 % of the contract value per week of the delay, however a maximum of 5 % of the contract value. This shall be without prejudice to our right to claim any further proven damage due to any delay of the Supplier's performance. The Supplier retains the right to prove that we did not suffer any damage whatsoever or less damage. The penalty shall be credited and set off against any damages for delay, which the Supplier is obliged to pay to us.

### 14. REACH/RoHS regulation and Conflict Minerals

- (1) For all deliveries to us, all requirements resulting from the EU REACH regulation on chemicals (EC Regulation No. 1907/2006 of December 30, 2006) as amended – hereinafter referred to as the REACH regulation – must be complied with by the Supplier, in particular the registration of substances. We are not required to obtain an authorisation for a product supplied by the Supplier within the framework of the REACH regulation.
- (2) The Supplier guarantees to deliver no products that contain the substances referred to in - Appendices 1 to 9 of the REACH regulation in their up-to-date versions; - resolution 2006/507/EC of the Council of the EU of October 14, 2004 (Stockholm Convention on Persistent Organic Pollutants) in the respectively valid version; - the EC Regulation 1005/2009 on substances depleting the ozone layer in the respectively valid version - RoHS (2011/65/EC Restriction on Hazardous Substances) for products according to its scope of application. Should the delivered goods contain substances listed on the so-called "Candidate List of Substances of Very High Concern" ("SVHC list") according to REACH, the Supplier shall communicate this immediately. The same applies if ongoing deliveries contain substances that were formerly not included in this list but have since been included. The current list can be found at [http://echa.europa.eu/chem\\_data/authorisation\\_process/candidate\\_list\\_table\\_en.asp](http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp).
- (3) The supplier is obliged to identify the use of the so-called "conflict minerals" (tin, gold, tantalum, tungsten) in his supply chain and to ensure, by means of appropriate measures, that materials and components delivered to us do not contain any conflict minerals in accordance with Section 1502 of the U.S. Federal Law "Dodd-Frank Act".

### 15. Code of conduct

Supplier shall comply with the requirements set forth in code of conduct for suppliers of the Sieger or Mecalit group. The code

of conduct will be sent to potential suppliers at no charge upon request.

### 16. Liability

- (1) We shall be liable in accordance with statutory regulations for any culpable breach of our material contractual obligations

(*wesentliche Vertragspflichten*), where material contractual obligation means all contractual obligations whose breach will put the achievement of the contractual purpose at risk, or whose fulfilment is a prerequisite for enabling the proper fulfilment of the contract in the first place. However, unless our conduct has been either grossly negligent or intentional, we shall be liable only for the foreseeable damage.

- (2) In all other cases we shall be liable for all damages resulting from the breach of any contractual obligation and caused by one of our legal representative or a managing vicarious agent (*Erfüllungsgehilfe*) by wilful intent or gross negligence. The liability under the Product Liability Act (*Produkthaftung*) and the liability for culpable injury to life, limb or health shall remain unaffected. Where we gave a guarantee we shall be liable in accordance with the statutory provisions. Unless otherwise provided above claims against us for damages arising out of a breach of obligations are excluded.
- (3) The Supplier is liable in accordance with statutory regulations.

### 17. Applicable law, place of performance and place of jurisdiction

- (1) The legal relationship between us and the Supplier shall be governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods does not apply.
- (2) The place of performance for all obligations of both parties of the contract shall be the place of our registered office (seat).
- (3) If the Supplier is merchant (*Kaufmann*) or a public-sector legal entity (*juristische Person des öffentlichen Rechts*) the place of jurisdiction for all legal disputes directly or indirectly arising out of or in connection with the legal relationship between us and the Supplier shall be our registered office (seat). We shall, however, be entitled also to assert our claims at the Supplier's general place of jurisdiction or at his place of business (*Niederlassung*). Our seat shall also be place of jurisdiction (i) if the Supplier has no general national place of jurisdiction, (ii) if the Supplier relocated his place of residence or usual abode to a foreign country outside the jurisdiction of the FRG (*BRD*) after conclusion of the contract or (iii) if his residence or habitual residence is unknown at the time of raising a claim.
- (4) In the event of any conflict between the German version of these terms and conditions and the English version, the German version shall prevail.
- (5) The supplier assures that all his processes, products or services are according to the regulatory or legal requirements, especially country of export, country of import and, if informed, country of arrival of the final customer. "