

All orders and purchases of the respective contracting company of the Wieland Group shall be based exclusively on these General Terms and Conditions of Purchase. Other terms and conditions shall not form part of the contract. If we accept deliveries of goods and/or services without raising any explicit objections to any such other terms and conditions, this shall not, under any circumstances, be taken to mean that we have accepted such terms and conditions of the contractual partner. These General Terms and Conditions of Purchase shall also apply to all future orders and purchases from the supplier, irrespective of whether these General Terms and Conditions of Purchase are expressly referred to in the context of such orders or purchases.

## 1. Contractual Terms and Conditions

- a With regard to the contractual terms and conditions, only the terms and conditions set out in our order and, in addition, these General Terms and Conditions of Purchase shall apply. Where the terms of the order refer to public, national or international standards, then the current valid version of these standards shall apply.
- b Verbal agreements reached with our procurement employees shall only be binding once we have confirmed them in writing.

## 2. Orders

- a If our orders are not unconditionally accepted by the supplier in text form within two business days of receipt, including a binding confirmation of the delivery period, we are entitled to revoke them.
- b We are entitled to demand that alterations be made to the object of delivery and/or service even after the contract has been concluded, provided the supplier can be reasonably expected to make them. Such contractual alterations shall give due consideration to the impact on both parties, in particular with regard to extra and reduced costs, as well as the delivery deadlines.

## 3. Delivery Period and Deadlines

- a Agreed dates and deadlines for delivery shall be binding. The receipt of the goods or performance of services at the agreed place of delivery and/or performance shall be the prerequisite for adherence to these dates and deadlines.
- b We are entitled to reject any early deliveries and/or partial deliveries unless we have expressly consented to such early or partial deliveries in writing.
- c The supplier shall be obliged to notify us immediately in writing if circumstances arise or become known to it that will result in non-compliance with the agreed delivery date, stating the reasons and the likely duration of the delay.

## 4. Packaging, Transportation and Insurance

- a The goods are to be protected against damage using suitable packaging that has been approved by us, and using due and proper transportation.
- b We shall take out our own transport insurance. We shall not pay the costs associated with freight forwarders' insurance; we are exempted from mandatory freight forwarders' insurance.
- c The risk of accidental destruction and accidental deterioration of the goods shall pass to us once the products are delivered at the place of delivery specified by us.

## 5. Compliance with laws and other regulations

- a In connection with its performance, the supplier shall comply with all applicable laws including (without limitation) any relevant statutory provisions and regulations, in particular provisions that are relevant to environmental protection, hazardous goods and accident prevention and shall ensure the security of the delivery chain based on the applicable customs regulations and shall adhere to the generally accepted safety regulations and requirements set out by the order placed by us.
- b The supplier warrants that its deliveries comply with the provisions set out in Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation"). In particular, the supplier warrants that any substances contained within products delivered have been registered, insofar as this is required under the provisions of the REACH Regulation, and that we have been provided with safety data sheets in accordance with the provisions of the REACH Regulation/the information set out in Article 32 of the REACH Regulation. Insofar as the supplier delivers products within the meaning of Article 3 of the REACH Regulation, it also warrants, in particular, that it adheres to its obligation to pass on sufficient information pursuant to Article 33 of the REACH Regulation.
- c The supplier warrants that it comply with Directive 94/62/EC on packaging and packaging waste, in particular adherence to the 100 ppm cumulative limit value for lead, cadmium, mercury and hexavalent chromium in packaging or packaging components.
- d Hazardous goods pursuant to the Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterways (GGVSEB) (ADR, RID) are to be delivered free of charge.
- e If not otherwise expressly agreed, DAP INCOTERMS @ 2020 shall apply as the delivery terms. The product destination and, if applicable, also transportation method and means of transportation shall be specified by us for each delivery.

## 6. Quality and Warranty

- a In respect of its deliveries of goods and/or services, the supplier shall adhere to all applicable technical rules, standards, any statutory safety-related and environmental provisions and the agreed technical data and specification. The supplier must conduct a thorough final check to ensure that any goods and/or services delivered comply with the agreed specifications. Any changes to the object of delivery and/or service shall require our prior written approval.
- b Acceptance shall be subject to an inspection to ensure that the goods are free from defects and, that they are correct, complete and fit for the intended purpose. We are entitled but not obliged to inspect the goods, insofar and as soon as this is reasonable within the framework of ordinary business activities; we shall report any defects we identify with undue delay after we discover them.
- c The limitation period for our claims based on defects shall be governed by the applicable statutory provisions.
- d Without limiting any other remedy, we can demand either the rectification of the defect or the delivery of an item that is free of defects. In the case of subsequent performance, the period of limitation for replaced and repaired parts shall begin anew. The Supplier is obliged to reimburse us in respect of any costs and expenses incurred in consequence of defective delivery and/or service; this includes in particular but not exclusively the damages and expenses incurred by our customers.
- e If the supplier fails to start rectifying the defect as soon as we ask it to, then we shall have the right, particularly in urgent cases, to defend against acute risks or to prevent more considerable damage, to rectify the defect by ourselves, or arrange for a third party to do so, at the supplier's expense.
- f The Seller warrants to the Buyer that any services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for us to expect in all the circumstances.

## 7. Product Liability

- a If the supplier is responsible for product damage, then it is obliged to indemnify us against third-party claims for damages on first demand.
- b Within this framework, the supplier is also obliged to reimburse us for all damages and expenses, including but not limited to legal costs, incurred by us due to, or in connection with, a recall.
- c The supplier shall take out appropriate insurance cover for all risks associated with product liability, including the recall risk, and shall provide us with a copy of the insurance policy on request.
- d The supplier shall perform quality assurance measures that are suitable based on the nature and scope of the products, in line with state-of-the-art technical standards, and shall provide us with evidence of these quality assurance measures on request.

## 8. Property Rights

- a The supplier guarantees that the delivery or use of the delivered goods or performed services shall not breach third-party rights, in particular in relation to any intellectual or industrial property rights.
- b The supplier shall indemnify us and our customers from all claims resulting from the use of such property rights.

## 9. Payment

- a In the absence of any agreements to the contrary, payments shall be made net within 60 days. In each case they are calculated from the time of receipt of an invoice that adheres to the applicable statutory provisions, but not before receipt of the goods/acceptance of the services, and, insofar as documentation, test certificates (e.g. factory certification) or similar documents forming part of the scope of delivery of goods and/or services, and provided to us in line with the contract. We shall only be deemed to have defaulted on payment if the supplier has previously issued us with an explicit written reminder after the due date.
- b In cases involving incorrect deliveries of goods and/or services, we are entitled to withhold payment as appropriate until the time of due and proper performance.
- c Receivables may only be assigned with our written consent.

## 10. Force majeure

- a Force Majeure, which shall include (without limitation) industrial disputes, unrest, official measures and other unavoidable events shall release the parties from their performance obligations for the duration of the disruption and to the extent of its impact. The parties undertake, to the extent that can be reasonably expected of them, to provide each other the necessary information without delay and to adjust their obligations to reflect the change in circumstances in good faith.
- b In cases involving metal purchases, the supplier may not invoke Force Majeure and accordingly the supplier shall not be released from its contractual obligations in this regard.

## 11. Tool Costs, Production Equipment and Data

- a The tools and facilities required for the manufacture of the goods ordered and for their maintenance and replacement shall be at the supplier's expense. We have the right to acquire and use such tools, dies or models (where appropriate taking into account wear-and-tear and depreciation) in return for payment of the cost price.
- b Models, matrices, templates, samples, tools and other production equipment paid or made available to the supplier by us, as well as any other data, shall remain/become our property and may only be used for the manufacture and supply of goods and/or for the supply services to third parties with our prior written consent. The supplier must store any production equipment belonging to us with proper care and always in accordance with our instructions, separately from all other tools and materials of the supplier or from any third parties and clearly marked as our property, free of charge and must return it to us without delay and without any right of retention any time we request such return.

## 12. Ownership and Provision

- a Title of goods shall pass to us once the products are delivered at the place of delivery specified by us.
- b Goods provided by us remain our property. They may only be used by the supplier for their intended purpose. The supplier must perform a corresponding receipt inspection to ensure the due and proper nature of the goods provided and shall inform us of any complaints without delay. The processing of our goods by the supplier is carried out for us, without this giving rise to any obligations for us, and we shall acquire ownership in the newly produced goods. If the goods are processed together with other materials, we shall acquire co-ownership based on the ratio of the invoice value of our goods to the invoice value of the other materials. If our goods are combined or mixed with goods of the supplier and the supplier's goods are to be considered the main goods, then co-ownership of the main goods shall be transferred to us based on the ratio of the invoice value of our goods to the invoice value – or, if there is no such invoice value, the market value – of the main goods. In such cases, the supplier shall be deemed the custodian.

## 13. Subcontracts

For subcontracts by us, the following also applies:

- a The supplier shall inspect the subcontracted goods without delay on receipt to check for any transportation damage, evident material defects, incorrect deliveries and incorrect quantities and shall inform us of any complaints without delay.
- b The supplier is only entitled to process subcontracted goods that are free of defects. It must act appropriately within this context to ensure that the intended purpose of the subcontracted goods is not impaired or jeopardized as a result of the processing. The supplier shall be liable within the statutory scope.

## 14. Compliance

- a The supplier undertakes to adhere to all applicable laws, including (without limitation) any relevant statutory provisions, on dealing with employees, environmental protection, energy and occupational health and safety and shall endeavor to reduce any adverse impact of its activities on people and the environment. The supplier shall also comply with the provisions set out in our Supplier Code Wieland Group, available on our homepage [www.wieland.com](http://www.wieland.com) (as amended and updated from time to time). These relate primarily to the protection of international human rights, the prohibition of forced and child labor, the elimination of discrimination in connection with recruitment and employment, responsibility for health, safety and the environment and the prevention of corruption. In addition, the supplier shall comply with the provisions set out in our Conflict Minerals Policy Wieland Group, if and to the extent applicable, as amended from time to time, which is also available on our homepage [www.wieland.com](http://www.wieland.com).
- b The supplier guarantees that it shall adhere to all applicable employment laws and regulations, as well as any, if any, statutory requirements on minimum wage and also obligates its subcontractors to do so. The supplier undertakes to indemnify us against any liability for the minimum wage insofar as the claim is based on a breach of obligations incumbent upon it or the subcontractors it has commissioned under the applicable statutory minimum wage laws. This shall also include any associated costs, in particular in connection with legal defense.

## 15. Termination of Contract

Each party is entitled to terminate the contract without period of notice, if (1) the terminating party, taking into account all the circumstances of the specific case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed end or until the expiry of a notice period, (2) the respective other party has committed a material breach of substantial contractual obligations and has failed to cure such breach within 7 days of receipt of written notice thereof.

## 16. Liability

- a In addition to the provisions above, we are entitled to all other legal and contractual rights.
- b We shall be liable for damages in the event of intent and gross negligence, including those of our vicarious agents in accordance with the statutory provisions. The same applies to negligently caused damages from injury to life, body or health. In the case of negligently caused material and financial damages, we and our vicarious agents shall only be liable in the event of a breach of a material contractual obligation (such obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the Supplier may regularly rely), but the amount of liability shall be limited to the damages foreseeable and typical for the contract at the time of conclusion of the contract. In all other cases our liability is excluded. The aforementioned limitations shall not apply if we have assumed a guarantee or are liable due to legally binding product liability.

## 17. Place of Performance and Place of Jurisdiction

- a The place of performance for all obligations under the agreement shall be the place of receipt specified by us.
- b For disputes arising out of or in connection with the Agreement the court at the registered office of the respective contracting company of the Wieland Group shall have exclusive jurisdiction. We are entitled to assert claims out of or in connection with the Agreement at any other competent court.

## 18. Statutory Provisions, Applicable Law

In the absence of any provisions to the contrary above, the contract and its performance shall be subject exclusively to the laws applicable at the registered office of the respective contracting company of the Wieland Group, excluding the conflict of law provisions and excluding the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980.