

**WAREMA Renkhoff SE, Marktheidenfeld**

**WAREMA International GmbH, Marktheidenfeld**

**WAREMA Sonnenschutztechnik GmbH, Limbach-Oberfrohna**

**WAREMA Kunststofftechnik und Maschinenbau GmbH**

**WAREMA Plastic Technology Hungary Kft.**

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## **§ 1 General information**

- (1) Our General Purchase Terms and Conditions apply solely for companies within the meaning of Section 310 Subs. 1 Civil Code for all current business relationships with the supplier, and for all future business relationships insofar as these involve legal transactions of a related nature. Any previous terms and conditions which may or may not differ from these GTC are hereby rendered invalid.
- (2) Environmental protection and especially the sustainable use of resources is an important objective of WAREMA.  
To meet these requirements when procuring products, facilities and services, we select the supplier whose products and services are the most energy efficient and environmentally friendly among other equally suitable products and services.
- (3) Our purchase conditions apply to all orders, including future orders. Any terms and conditions of the supplier which conflict with or differ from the General Purchase Terms and Conditions set forth below are hereby rejected; we shall only recognise said terms and conditions if we have expressly agreed to their validity in writing.
- (4) The contracting partners are obliged to treat as trade secrets all commercial and technical details that are not public knowledge and that they become aware of as a result of the business relationship. Subsuppliers are subject to the same obligation. If one of the contracting partners recognises that a piece of confidential information has come into the possession of an unauthorised third party or if confidential documentation has become lost, this partner shall inform the other contracting partners of this breach without delay.
- (5) We reserve all proprietary rights and copyrights to figures, drawings, calculations and other documentation; they are not permitted to be made accessible to third parties without our express written consent. They are to be used exclusively for production based on our order. They shall be kept secret from third parties.

## **§ 2 Conclusion of contract**

- (1) If the supplier does not accept our order in writing within 8 calendar days of receipt, we have the right to revoke the order.

- (2) Only orders that have been submitted in writing are legally binding. Orders that are submitted verbally or on the telephone require later confirmation in writing to be legally binding. The same applies to verbally arranged supplements and changes to the contract. Orders, delivery call-offs and their changes and supplements are permitted to be made via remote data transmission or machine-readable data carriers. E-mails that are encrypted according to the Digital Signature Act shall be in written form.

### **§ 3 Delivery date, delayed delivery, force majeure**

- (1) The agreed delivery schedule and deadlines are binding. The decisive criterion for judging compliance with the delivery date or delivery lead time shall be the time of receipt of the goods at the reception point or point of use or the completion of successful acceptance within the allotted time.
- (2) Anticipated delivery delays shall be reported to us in writing without delay. The reasons for the delay and the expected duration shall be specified.
- (3) If delivery by the supplier is delayed, we shall be entitled to exercise our statutory rights. In particular, we are entitled, at our option, to any of the following after the deadline set by us has expired without a satisfactory result: to seek compensation for damages instead of the performance, to obtain a replacement from a third party, or to withdraw from the contract. Performance claims shall be excluded as soon as we have demanded compensation for damages instead of the performance.

### **§ 4 Prices, shipping, packaging**

- (1) The agreed prices are fixed prices and exclude any additional claims. Costs for packaging, freight, transport and transport insurance to the consignee's address or point of use specified by us as well as for customs formalities and customs duties shall be included in the prices. The pricing shall not in any way affect the agreement on the place of performance.
- (2) Shipping papers, way bills, delivery notes, invoices and all correspondence with us shall feature our order number. The supplier is responsible for all consequences resulting from the failure to adhere to this requirement.
- (3) Shipping shall be at the supplier's risk. The supplier shall continue to bear the risk of deterioration including accidental destruction until delivery has been made to the consignee's address or the point of use designated by us.
- (4) The obligation of the supplier to take back packaging is subject to the legal provisions. The goods shall be packaged in a way that prevents transport damage. The scope of packaging materials used shall not exceed that which is necessary to achieve this purpose. Only environmentally friendly packaging materials are permitted. The return of packaging requires a special agreement.

## § 5 Invoicing and payment

- (1) Invoices shall be submitted to us separately in duplicate with all of the necessary documents and data, in due form, after delivery has taken place. Invoices that are not properly submitted shall only be deemed to have been received by us when they have been corrected.
- (2) Payment shall be made either within 14 calendar days with 3% discount or after 30 calendar days net, after delivery/service and invoice receipt.
- (3) Insofar as material test certificates have been agreed upon, they shall constitute an integral part of the delivery and shall be made available to us at our location no later than 8 days after receipt of our order. The term of payment for invoices shall begin with the receipt of the agreed certification.
- (4) In the event of defective delivery, we are entitled to retain proportionate payment until correct delivery is made.
- (5) If, after the effective conclusion of the contract, the business circumstances of the supplier change to the point where they cast doubt on the creditworthiness of the supplier on the grounds of reasonable business judgement, or if we only acquire knowledge of this situation at that time, we are entitled to make advance payment or instalment payments dependent on the provision of suitable securities or to withdraw from the contract entirely or partially. In particular, this will apply if insolvency proceedings are opened on the supplier's assets or if the commencement of insolvency proceedings is dismissed due to lack of assets.

## § 6 Guarantee, warranty, product liability

- (1) The supplier shall guarantee and ensure that all deliveries/services conform to the state of the art, the relevant legal provisions as well as the provisions and guidelines imposed by public authorities, trade and professional associations.  
The supplier guarantees that his products meet the requirements of directive (EC) no. 1907/2006 (REACH). Changes in the supplied products due to the REACH directive must immediately be reported in writing by the supplier and suitable measures need to be arranged with WAREMA if necessary. The same applies if a supplied product contains substances of very high concern (SVHC) that meet the criteria of art. 57 of the directive and are contained in the product with a concentration of more than 0.1 percent by mass. If a product contains several substances of this type, the limit value applies to each individual substance.
- (2) The supplier undertakes to use environmentally friendly products and processes where economically and technically feasible for all deliveries/services and for the deliveries and supplementary services of third parties. The supplier is liable for the environmental compatibility of the supplied products and packaging materials and for all consequential damage that arises from the violation of the supplier's legal obligations regarding product disposal.  
The supplier is obliged to submit the safety data sheets for the products to be delivered at the latest 8 working days after our order is received. The supplier shall indemnify us against all recourse claims from third parties in the event that the supplier does not supply the safety data sheets or does so late. The same applies to all later changes.

- (3) We shall promptly notify the supplier in writing of any obvious defects in the deliveries/services as soon as they are detected in the normal course of business.
- (4) The supplier must eliminate, on request, deficiencies in deliveries/services of which notice is given during the warranty period, also including non-compliance with guaranteed data as well as the absence of warranted properties, by repairing or exchanging the defective parts according to our discretion without undue delay and free of charge, also covering all ancillary costs. After the expiry of a grace period set by us for a subsequent improvement or replacement delivery, we are entitled to our statutory rights, including withdrawal or diminution. The right to assert damage claims expressly remains intact. This shall also apply for claims for damages instead of the performance.
- (5) If the supplier culpably fails to meet the obligation under the warranty within an appropriate period set by us, we may implement the necessary measures ourselves or have these implemented by third parties at the supplier's expense and risk irrespective of the supplier's obligation under the warranty. In urgent cases we can also perform improvements ourselves, or have this done through a third party, without prior agreement. Minor damage may be remedied by us – in complying with our duty to reduce damages – without previous consultation and without hereby restricting any warranty obligations. The supplier bears all necessary expenses. The same shall hold true if unusually high damages are impending.
- (6) The warranty period shall be five years, except where expressly agreed otherwise. The warranty period shall begin with the handover of the ordered article to us or to the third party designate by us at the reception point or point of use specified by us. In the case of appliances, machines and plants, the warranty period starts on the date of acceptance specified in our written Declaration of Acceptance. If acceptance is delayed through no fault of the supplier, the warranty period shall begin with the provision of the supplied item for acceptance. The supplier is obliged, at the supplier's expense, to rectify any defects that occur during the warranty period that are attributable to performance that contravenes the contract, provided that this is requested from the supplier within the warranty period. Following acceptance of the defect rectification, a warranty period of two years begins for this performance, which however shall not end before the expiry of the period defined in § 6 Par.6 p.1 or the period agreed on in its place. The warranty period for spare parts is two years following defect rectification and ends no later than five years after delivery. Clause 2 applies accordingly.
- (7) For delivery parts that were taken out of operation during the period of examination of a defect and/or the elimination of the defect, the warranty period shall be extended by the period of operational interruption. For repaired or newly delivered parts, the warranty period shall recommence on completion of rectification or, if an acceptance was agreed, on acceptance. The acceptance must be applied for in writing, if applicable.
- (8) The warranty claim expires six months after notification of the defect within the warranty period but not before the end of the warranty period

- (9) If claims are made against us because of violation of official safety precautions or because of domestic or foreign product liability regulations or laws on account of the defectiveness of our product that was caused by a commodity of the supplier, we shall be entitled upon first request to demand from the supplier compensation for this damage to the extent that the damage was caused by the products supplied by the supplier. These damages shall encompass all costs which we incur in this connection, including the costs of a precautionary recall campaign. We will inform the supplier of the content and scope of the recall measures to be performed – to the extent possible and reasonable – and allow opportunity for comment.
- The items supplied shall be labelled as specified by us so that they are permanently recognizable as products from the supplier.
- The supplier is required to carry out quality assurance of a suitable nature and scope corresponding to the current state of the art and to prove this to us on request. For this purpose, the supplier shall make a corresponding quality assurance agreement with us to the extent that we consider this necessary.
- The supplier is obliged to take out insurance of suitable coverage for all risks arising from product liability including recall measures and to present the insurance policy to us for review on request.

## **§ 7 Property rights**

- (1) The supplier guarantees that the shipments are free from the protected rights of third parties, and that, in particular, patents, licenses, and other protective rights of third parties are not violated through the delivery and use of the delivery items provided.
- (2) The supplier indemnifies us and our customers from claims of third persons resulting from possible violations of property rights upon initial written request and bears all costs we are required to pay in this context.
- (3) We shall be entitled to obtain the approval for use of the affected delivery items and services from the authorised third party at the supplier's expense.

## **§ 8 Retention of title, provision of materials, tools, secrecy**

- (1) Insofar as we provide parts, materials or tools, we retain the property rights to these items. Any processing or changes made by the supplier shall be made on our behalf. If the goods subject to our retention of title are processed with other objects not belonging to us, then we shall acquire co-ownership of the new item in proportion to the ratio of the value of our item to the other processed objects at the time of processing.
- (2) If the item supplied by us is commingled inseparably with others not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the conditional goods to the other commingled items at the time of commingling. In case the commingling is effected in such a way that the supplier's item shall be regarded as the prime item, it is agreed that the supplier shall transfer title proportionately; the supplier shall hold sole ownership or joint ownership in safe custody for us.

- (3) The supplier is not authorised to use the parts and materials provided by us for purposes other than those specified by us, and especially not to transfer the parts and materials to third parties.
- (4) If tools are manufactured for us in accordance with an individual agreement, the acceptance of tool costs by us shall be agreed on separately. In this case, the one-time tool price contains all manufacturing costs, including any corrective measures and samples. We will retain ownership of tools provided by us. The supplier is obliged to use the tools exclusively for the manufacture of the goods we ordered.
- (5) The supplier undertakes to insure parts belonging to us against fire damage, water damage and theft at the supplier's own cost, and to perform any necessary maintenance and inspection work in time at the supplier's own cost. Any malfunctions or other incidents shall be reported to us immediately. If the supplier culpably fails to do so, claims for damages shall remain unaffected.
- (7) The supplier is obliged to keep strictly confidential all received figures, drawings, calculations and other documentation and information. They may only be made available to third parties with our express consent. This obligation to maintain confidentiality shall also apply after expiry of the contract. It only ends if and to the extent that the production knowledge contained in the aforementioned figures, drawings, calculations and other documentation becomes public knowledge.

## **§ 9 Supplier declaration**

- (1) Before the first delivery, the supplier shall ensure that we receive, without special request, a long-term delivery declaration with preferential origin for the current calendar year. The long-term supplier's declaration shall be sent to us at the beginning of every year without special request. If changes occur in the course of the year that affects the basis of the long-term supplier declaration, we shall be notified of these immediately.
- (2) The supplier undertakes to make inspection of the proof of origin by customs feasible, to supply all the information needed to do so and to provide any official certifications that may be required for the purpose.
- (3) The supplier undertakes to compensate us for any damage incurred if the declared origin is not recognised by the responsible authority due to erroneous certification or impossibility of verification. However, the supplier shall be held responsible only in case of negligence.

## § 10 Illegal employment, minimum wages and contributions to social security

The supplier expressly warrants that it complies with the legal and collective bargaining provisions which apply to the place where the contract is to be performed and to the supplier's company, and that any third parties engaged by the supplier also comply with said provisions. This applies expressly to legal minimum wages or wages arrived at through collective bargaining, payment of contributions to social insurance and to social security benefits funds, etc.

- (1) In the event of a violation of Section 1 German Minimum Wage Act (MiLoG), the supplier undertakes to fully indemnify WAREMA against claims pursuant to Section 13 MiLoG in conjunction with Section 14 German Act on the Posting of Workers (AEntG).

### **a. German suppliers**

- (aa) The supplier is hereby apprised that WAREMA will monitor compliance with minimum wages. The supplier declares itself ready to submit, on request by WAREMA, proof of compliance with minimum wage provisions (e.g. records of hours worked and remunerations paid therefor) and to grant a right of inspection of (anonymous) payrolls. When subcontracting performance to subcontractors, the supplier shall be obligated to obtain from said subcontractors, or from the employees thereof, adequate consent to the inspection of the documents relevant in this regard.
- (bb) In the event that proof is not provided, WAREMA shall be entitled to deny payments in a reasonable amount. Should the supplier fail to satisfy its obligation to provide proof despite being twice requested to do so, WAREMA shall have the right to terminate the contract and claim damages. This also applies if the supplier should violate its obligation to comply with the German Minimum Wage Act.
- (cc) In the event of a violation of both the provisions of the German Minimum Wage Act and the obligations to provide proof, WAREMA reserves the right to claim liquidated damages in the amount of 10,000 euros for each instance of violation.
- (dd) If, when an invoice becomes due, the entirety of the attestations and proof specified in Item (1) has not been received, WAREMA shall have the right to refuse performance.

### **b. Foreign suppliers**

- (aa) Foreign subcontractors shall also be obligated, on the basis of the German Minimum Wage Act (MiLoG), to pay the legal minimum wage in accordance with Section 1 MiLoG. The Act applies to employment locations in Germany, independent of the citizenship or residence of the employed person. It also applies accordingly to frontier commuters and migrant workers, provided that said persons work regularly within the territory of the Federal Republic of Germany. The registered office of the company is not relevant to the applicability of the Act. This has already been established by the express obligation contained in Section 20, which stipulates that employers whose registered office is located outside of Germany are included in the scope of the Act if and to the extent that they employ employees in Germany.

- (bb) The supplier undertakes to submit up-to-date proof of compliance with minimum wage requirements at the beginning of the business relationship, by 1 January of each additional fiscal year, and on request by WAREMA in the course of the year. In the event of a violation of Section 1 German Minimum Wage Act (MiLoG), the subcontractor shall fully indemnify WAREMA against claims pursuant to Section 13 MiLoG in conjunction with Section 14 German Act on the Posting of Workers (AEntG).
- (cc) The supplier is hereby apprised that WAREMA will monitor compliance with minimum wages. The supplier declares itself ready to submit, in accordance with the above requirement, proof of compliance with minimum wage provisions (e.g. records of hours worked and remunerations paid therefor) and to grant a right of inspection of (anonymous) payrolls. When subcontracting performance to subcontractors, the supplier shall be obligated to obtain from said subcontractors, or from the employees thereof, adequate consent to the inspection of the documents relevant in this regard.
- (dd) In the event that proof is not provided, WAREMA shall be entitled to deny payments in a reasonable amount. Should the supplier fail to satisfy its obligation to provide proof despite being twice requested to do so, WAREMA shall have the right to terminate the contract and claim damages. This also applies if the supplier should violate its obligation to comply with the German Minimum Wage Act.
- (ee) In the event of a violation of both the provisions of the German Minimum Wage Act and the obligations to provide proof, WAREMA reserves the right to claim liquidated damages in the amount of 10,000 euros for each instance of violation.
- (ff) If, when an invoice becomes due, the entirety of the attestations and proof specified in Item (1) has not been received, WAREMA shall have the right to refuse performance. shall have the right to refuse performance.
- (2) Furthermore, the supplier expressly warrants that all employees are employed lawfully and that no undeclared work or illegal employment shall be carried out.

## **§ 11 Export/import regulations**

- (1) Proofs of origin requested by WAREMA shall be made available by the supplier with all required data and without delay. The same applies to VAT-related proofs for international and intra-Community deliveries.
- (2) The supplier shall inform WAREMA without delay if a delivery is subject to or partially subject to export restrictions.
- (3) The supplier guarantees adherence to the "secure supply chain" regulations as they are defined in Council Regulations 2580/2001 and 881/2002. In particular, this means that the supplier ensures that goods to be produced, stored or made available for transport are only produced and stored at secure production facilities, that transport is secure, that the goods are protected from unauthorised access and that the personnel handling these goods have been trained accordingly. The supplier shall also inform business partners of these obligations.



- (4) The supplier agrees to adhere to all applicable export/import regulations and any associated embargo regulations, embargos or sanctions.  
For this purpose, the supplier ensures, by means of suitable organisational measures, that the regulations of the EU in particular and, to the extent applicable, the corresponding US regulations are taken into account.

## § 12 Final provisions

- (1) Any amendments and additions to these General Purchase Terms and Conditions must be made in writing. This also applies to changes to this written form clause. Oral agreements are invalid.
- (2) In addition, the above shall be governed only by the law of the Federal Republic of Germany to the exclusion of the UN Convention Relating to a Uniform Law on the International Sale of Goods.
- (3) The place of jurisdiction is the competent court for our place of business. However, we reserve the right to assert our claims before any other court of appropriate jurisdiction.
- (4) The supplier is not entitled, without our prior consent in writing, to pass on the order or essential parts thereof to third parties.
- (5) Insofar as not expressly otherwise agreed, the place of performance for the supply obligation is the consignee's address or point of use requested by us; for all other obligations of both parties, the place of performance shall be our company domicile.
- (6) Should any provision of these General Purchase Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. The provision deemed invalid in whole or in part is to be replaced by a provision that most closely approximates the economic effect of the invalid provision.