General Terms and Conditions of Purchase

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All orders and purchases shall be based exclusively on these Terms and Conditions of Purchase. Other terms and conditions shall not form part of the contract unless we confirm these terms and conditions in writing. If we accept the goods without raising any explicit objections, this shall not, under any circumstances, be taken to mean that we have accepted deviating terms and conditions of the contractual partner.

For organisational reasons, we must request that only the prepared order confirmation be used.

1. Contractual Terms and Conditions

a. With regard to the contractual terms and conditions, only the wording of our order and, in addition, these General Terms and Conditions of Purchase shall apply. Where the wording of the order refers 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 acknowledged by the supplier in writing or by fax or e-mail within one week of receipt, including all formal documentation of the order, then the order shall be void.

b. We are entitled to demand that alteration be made to the delivery item even after the contract has been concluded, provided that the supplier can be reasonably expected to make them. Such contractual alterations shall give due consideration to the impact on both parties, impartially with regard to extra and reduced costs, as well as the delivery deadlines.

3. Delivery Period and Deadlines

a. Agreed dates and deadlines shall be binding. The receipt of the goods at the agreed place of receipt shall be the prerequisite for adherence to these deadlines.

b. Early delivery and partial deliveries shall require our consent.

c. The supplier shall be obliged to notify us immediately in the event of circumstances arising or become known to it that would 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 care in transportation.

b. We will make our own arrangement for insurance. We shall not pay the costs associated with freight forwarders’ insurance; we are exemplified from mandatory freight forwarders’ insurance (SVS-Versicherthalke).

c. The risk shall be transferred at the place of receipt specified by us.

5. Provisions to be Adhered to

a. In connection with cooperation, the supplier shall adhere to all of the relevant statutory provisions and regulations, in particular provisions that are relevant to environmental protection, hazardous goods and accident prevention. They shall ensure the security of the delivery chain based on the applicable customer requirements and shall adhere to the generally accepted safety regulations and requirements set out by the party placing the order.

b. The supplier warrants that the deliveries adhered to the provisions in the Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation "). In particular, the supplier warrants that the substances contained in the delivery documents have been registered, insofar as this is required under the provisions of the REACH Regulation, and that we have been supplied with safety data sheets in accordance with the provisions of the REACH Regulation/the information set out in Article 33 of the REACH Regulation. Insofar as the supplier delivers products within the meaning of Article 5 of the REACH Regulation, it also warrants, in particular, that it adheres to its obligation to pass on sufficient information pursuant to Article 31 of the REACH Regulation.

c. The supplier warrants that it adheres to Directive 94/42/EC on packaging and packaging waste, in particular adherence to the 100 g 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 as a general rule.

f. The INCOTERMS® 2010 shall apply to all commercial clauses.

g. Incoterm exclusions or exceptions, only "DDP" shall apply as described by the terms and Conditions of Purchase.

6. Quality and Warranty

a. In respect of its deliveries and services, the supplier shall adhere to the recognised technical rules, the statutory safety-related and environmental regulations and the agreed technical data. The validation of the standards shall be applied. The supplier must conduct a thorough final check to ensure adherence to the specified product characteristics. Any changes to the delivery item shall require our prior written approval.

b. Acceptance shall be subject to an inspection to ensure that the goods are free from defects and, in particular, that they are correct, complete and suitable. We are entitled to inspect the goods, Insors as and so as feasible within the framework of ordinary business activities; we shall report any defects we identify as soon as we discover them. In this respect, the supplier shall waive the right to object to the delayed notification of defects. Section 377 of the German Commercial Code (HGB) shall not apply.

c. The limitation period for our claims based on defects shall start when the goods have been delivered and the service is accepted and amounts to two years from the time of delivery resulting from, or in connection with, the delivery. If the goods are used for a building structure in accordance with their usual purpose, the warranty shall amount to five years. In all other respects, the statutory deadlines shall apply. The warranty period for spare parts that are specially marked/named as such, or which, according to the delivery specifications of particulars, shall be available for at least five years from the time of installation, shall be reduced. The warranty period for the goods/titles ordered expires.

d. We can demand either the rectification of the defect or the delivery of an item that is free of defects. In the case of justified customer performance, the period of limitation for repaired and replaced parts shall begin anew. The expenses incurred for the purposes of subsequent performance shall also include the expenses incurred by our customers.

f. 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 order the replacement of the defective item at the supplier’s expense. Further remedial measures may be taken in this respect.

f. In the event of delay, we may within reasonable notice refuse to accept the delivery, even if we have already accepted the delivery, and may demand the immediate return of the delivery item at the supplier’s expense.

b. If the supplier is late in delivering the defect as soon as we ask it to, then we may, with reasonable notice, refuse to accept the delivery, even if we have already accepted the delivery, and demand the immediate return of the delivery item at the supplier’s expense. Further remedial measures may be taken in this respect.

7. Product Liability

a. If the supplier is responsible for product damage, the supplier shall be bound to indemnify us against third-party claims for damages incurred in first demand.

b. Within this framework, the supplier shall be bound to indemnify us for expenses incurred by us, on connection with, by a recall.

c. The supplier shall take out appropriate insurance cover for all risks associated with product liability, including the recall of goods, covered by insurance against these expenses.

d. The supplier shall perform quality assurance measures that are suitable based on the standards and scope of the products, in line with state-of-the-art technical standards, and shall prove with evidence of the accuracy of quality assurance measures on request.

8. Property Rights

a. The supplier shall guarantee that the delivery or the use of the delivered goods shall not breach third-party rights, in particular industrial property rights.

b. The supplier shall indemnify the party placing the order and its customers from all claims resulting from a breach of such property rights.

9. Payment

a. In the absence of any agreements to the contrary, payments shall be made within 34 days subject to a 3% discount or within 38 days, in each case with the supplier calculating the due and proper date in accordance with the applicable statutory provisions, but in no event later than the due date of the respective invoice (a per-factory certification or similar documents forming part of the scope of delivery). If we invoice you in accordance with the law, we shall be entitled to demand the previously issued invoice with an explicit written reminder after the due date.

b. In cases involving incorrect deliveries, we are entitled to withhold payment as a precaution – maintaining our right to apply the discount – until the due date of the correct delivery.

c. Matrizes, models, templates, samples, tools and other production equipment paid for is made available to the supplier by us.

d.�Supplier's authorized employee with authority to sign, who has entered the German commercial register (Vollkaufmann), is the person with our prior written consent.

10. Force majeure

a. Force majeure, disputes, imponderables, disputes or unforeseeable events shall relieve the contractual partners from their performance obligations for the duration of the disturbance and the extent of the impact. 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.

11. Tool Costs, Production Equipment and Data

a. The tools and equipment required for the manufacture of the goods ordered and for their maintenance and replacement shall be at the supplier’s expense as a general rule. 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 for is made available to the supplier by us.

c. The supplier undertakes to indemnify us against liability for the minimum wage insofar as the claim is based on a breach of the German Minimum Wage Act (MiLoG). The same shall apply to any subcontractors that are used.

12. 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’s only entitlement 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 jeopardised as a result of the processing. The supplier shall be liable within the statutory scope.

13. Compliance

a. The supplier undertakes to adhere to the relevant statutory provisions on dealing with employees, environmental protection, employment and occupational safety and health and shall endeavour to reduce any adverse impact of its activities on people and the environment. The supplier shall also adhere to the principles that govern our activities as set out in our corporate guidelines: The supplier is to observe the International Human Rights, the prohibition of forced and child labour, the prohibition of discrimination in connection with recruitment and employment, responsibility for health, safety and the environment and the prevention of corruption.

b. If the supplier has registered office or production sites in the territory of the Federal Republic of Germany, it guarantees that it shall adhere to the applicable environmental regulations, as well as the statutory requirements on the minimum wage as set out in the German Minimum Wage Act (MiLoG). The same shall apply to any subcontractors that are used.

The supplier undertakes to indemnify us against liability for the minimum wage as per the supplier’s claims based on a breach of the German Minimum Wage Act (MiLoG). The same shall also include any associated costs, in particular in connection with legal defence.

14. 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. If the supplier is an merchant who has entered the German commercial register (Vollkaufmann), then the place of jurisdiction shall be Ulm.

15. 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 statutory provisions of the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980.