



## General Terms and Conditions of Purchase (GTCP)

juwi AG · Energie-Allee 1 · 55286 Wörrstadt · for all companies of the juwi Group

### 1. Basis of the contract

1.1 These Purchasing Conditions apply for **Deliverables and Performances of every kind** to and from companies of the juwi Group (all companies associated with juwi AG pursuant to Sections 15 AktG), hereinafter referred to as **"the Customer"**.

1.2 Deviating, conflicting or supplementary terms and conditions of business or purchasing of the vendor, trader or other contractor (hereinafter also referred to as **"the Contractor"**) will only become a component part of the contract if and to the extent that the Customer has **agreed** to their validity, **expressly and in writing**. The agreement requirement applies in every case, even if the Customer, although aware of the Contractor's general terms and conditions of business, accepts his delivery or performance unreservedly.

1.3 only applicable in Germany: If the Contractor renders work and services, he is obliged to observe the "Fremdfirmenrichtlinie Arbeits-, Gesundheits- und Umweltschutz" (*Guidelines for external companies in respect of health and safety and environmental protection*) which can be called up on the Internet in their current version <https://www.juwi.de/downloads/#c12485> (Downloads / Dokumente für Geschäftspartner), to confirm same and return it to the Customer.

1.4 only applicable in Germany: Where the Contractor supplies machinery, plant and equipment, he is obliged to observe the current version of the "Anforderung an Maschinen, Anlagen und Geräte" (*Requirements for machinery, plant and equipment*) which can be called up on the Internet <https://www.juwi.de/downloads/#c12485> (Downloads / Dokumente für Geschäftspartner).

1.5 The Customer shall orient himself towards a general principle of sustainable development, which meets the requirements of the current generation, without endangering the possibilities for future generations. The Customer shall make corresponding requirements in the selection and assessment of his Contractors.

### 2. Conclusion of the contract

Offers and orders, as well as their amendment or augmentation and any other agreements reached in the context of the conclusion of a contract (referred to hereinafter jointly as **"orders"**) are only binding when they have been issued in writing or confirmed by the Customer. This also applies to any agreement on the revocation of the written form requirement.

### 3. Prohibition of advertising

Unless he has the express prior written consent of the Customer, the Contractor is not permitted to use offers, orders or trademarks of the Customer (e.g. logos) for reference or advertising purposes.

### 4. Passing on orders, subcontractors

4.1 Orders may not be passed on to third parties or subcontractors commissioned with fulfilling the contract, either partially or in full, without the express, prior written consent of the Customer.

4.2 If the Contractor employs subcontractors, he shall indemnify the Customer from all claims asserted against the Customer in respect of any breaches of the terms of the German Posted Workers Act (AEntG – only applicable in Germany) on the part of the subcontractor. In the internal relationship with the Customer, the Contractor assumes, in particular, the obligations applying to the Customer and Contractor pursuant to Section 14 AEntG, solely and in full. The same shall apply for the engagement of employee-leasing companies pursuant to the German Law on Labour Leasing (AÜG – only applicable in Germany) with regard to claims asserted by the social security funds pursuant to Section 28e, Sub-section 3a) to f) Social Security Code (SGB IV – only applicable in Germany).

4.3 If the Customer renders payment to the Contractor intended to satisfy the claims of the Contractor's subcontractors, the Contractor is obliged to use these payments for the intended purpose unless he can raise objections or arguments when the subcontractor's claim becomes due and/or no interdiction of payment applies. An alternative use is only permitted up to the amount at which the subcontractor has already been satisfied from other assets of the Contractor. Upon request, the Contractor is obliged to provide the Customer with proof that the payments were used for the designated purpose.

### 5. Observance of delivery dates and deadlines, contractual penalty

5.1 If the Contractor is unable to meet the deadlines and target dates specified in an order and confirmed by the Contractor, he must inform the Customer in good time, providing details of the impediment and its likely duration. This shall not affect the Customer's statutory entitlements in the event of default.

5.2 Premature delivery and performance require the prior written agreement of the Customer.

5.3 Unless otherwise agreed, and without prejudice to other rights, in particular the option of asserting higher actual damages, the Customer is entitled, in the event of default on the part of the Contractor, to demand 0.3 % of the net sum of the final account for each working day of delay, limited however, to a maximum of 5 % of the net sum of the final account. The Customer reserves the right to provide proof of higher damages. The contractual penalty will be set off against any higher compensation claims. If a contractual penalty becomes due, the Customer shall be entitled to set this off against the sum in the final account. The Contractor is free to provide proof of lower damages.

### 6. Postponement of acceptance or inspection and approval of goods and services

In cases of force majeure and in the event of strikes, lock-outs, disruption of operations or other events not within the sphere of influence of the Customer, the Customer is entitled to postpone the acceptance or inspection and approval of deliveries or, in the case of work and services, the inspection and approval of performance for the duration of the impediment, without this giving rise to claims on the part of the Contractor.

### 7. Partial, over or under delivery or performance

7.1 Partial delivery or part performance require the prior written approval of the Customer.

7.2 The Customer reserves the right to recognise over-delivery or over-performance only in individual cases. The mere acceptance or inspection and approval of excess deliveries or additional performance does not constitute recognition or approval of their being ordered.

### 8. Termination of the contract for good cause, financial collapse

8.1 If special circumstances occur for the Contractor endangering the delivery or completion of the due performance, or the meeting of any other obligation's vis-a-vis the Customer, the Contractor must inform the Customer of same without delay. Special circumstances within the meaning of the above shall apply when a major deterioration occurs, or threatens to occur, in the Contractor's financial circumstances or the value of security furnished by him.

8.2 Notwithstanding his statutory rights, the Customer is entitled to terminate the contractual relationship without observing a period of notice when good cause applies which makes the continuation unreasonable for the Customer, even taking the legitimate interests of the Contractor into account. In the case of continuing obligations, the termination ensues through the serving of notice, otherwise through withdrawal from the contract. Good cause is given, in particular, when special circumstances within the meaning of 8.1 apply, regardless of whether or not the Contractor has complied with this duty to inform.

### 9. Delivery, dispatch, packing, unloading/unpacking

9.1 The Contractor or his subcontractor should only deploy such staff for the fulfilment of the contract as are capable of understanding and reliably complying with the customary safety instructions or briefing and the instructions of the Customer's operational staff. The Customer reserves the right to refuse access to the receiving centre to employees of the Contractor or his subcontractor where reasonable doubts exist as to whether or not the safety instructions or briefing have been understood or will be complied with and/or the instructions of the operational staff observed, in particular on the grounds of an inadequate command of the language.

9.2 Forwarding of deliveries must ensue in appropriate packaging, suitable for transport, free of freight, packaging and insurance costs and free of charges, at the Contractor's risk, to the receiving centre specified by the Customer. The receiving centre may deviate from the invoice address or the business address of the company. At the receiving centre, the goods are to be unloaded or unpacked at the Contractor's risk or presented for unloading/unpacking and handed over to the Customer.

### 10. Copyright, design protection

For works protected by copyright or design rights, the following applies: The Contractor shall grant the Customer exclusive rights of use to the contractual work with regard to all types of use known at the time of conclusion of the contract, and those still unknown at that time. To this end, the Contractor transfers all copyright-protected usage rights to the work created by him, without restriction as to time or territory, to the Customer, as exclusive rights. The transfer of rights ensues without restriction of content and encompasses, in particular:

- the right to copy on all known data carriers including carriers other than those originally used as well as the right to distribute the work at will on all technical systems including such as are still unknown at the time of conclusion of the contract,
- the right to disseminate and exhibit
- the right to publicly show the work,
- the right to process, remodel and expand the work,
- the right of transfer to other types of work,
- the right to feed the work or parts thereof into electronic data bases and data nets and to transfer them to users, either for a fee or free of charge, by means of digital or analogue storage or transfer technology via cable, satellite, electronic data telephone services, online services or other channels for further reproduction, further transfer and/or storage and interactive use by means of computer or other receiver terminals (data bank and telecommunication right) for both commercial and non-commercial purposes.

Even today, the Contractor declares his consent to the complete or partial publication of work created by him by the Customer. In the event of types of use coming into being which are unknown at this time, the Contractor is to be informed of the use within three months of commencement of the new type of use.

### 11. Invoicing, settlement

11.1 Unless otherwise agreed, invoices are to be submitted separately for every order following complete delivery or performance or, in the case of work and services, following inspection and approval of performance, in each case stating the order number and the order date.

11.2. Payment will ensue within 30 days net, within 14 days with 3 % cash discount. The payment and cash discount period begin with receipt of the invoice, not, however, prior to complete delivery, performance, or in the case of work and services, inspection and approval. Where documentation or similar records are included in the scope of performance, the time limit commences only with their contract-compliant handover.

11.3 The agreed prices are net prices.

11.4 Payment reminders of the Contractor can only be processed when they specify the order number and order date.

### 12. Offsetting, right of retention, offsetting within the Group

12.1 The Contractor can only undertake set-off against undisputed claims, legally established claims or assert a right of retention for undisputed counter claims or such as have been established as final and absolute, arising from the same contractual relationship.

12.2 The Customer is entitled to set off all his own claims, and the claims of other companies of the juwi Group, against claims of the Contractor accruing against the Customer or any other company of the juwi Group. The Contractor can obtain a list of the Group companies on request at any time.

12.3 The Contractor may only assign his claims against the Customer or pass them on to a third party for collection, with the prior written approval of the Customer.

### 13. Transfer of risk, notice of defects

13.1 The risk of accidental perishing and accidental deterioration of the consignment is transferred only with the handover of the consignment at the receiving centre specified by the Customer. Where work or services are to be performed, the risk is transferred only following inspection and approval.

13.2 Evident faults discovered will be reported to the Contractor in writing within 14 days of handover. Concealed faults will be reported in writing within 14 days of their discovery. The deadline shall be considered to have been met with the timely dispatch of the notification of fault.

### 14. Claims for faults

14.1 The Contractor guarantees the freedom from faults of the deliverable or performance and that the deliverable or performance conforms with the intended purpose, the state of the art at the time of conclusion of the contract and the generally-recognised technical and health-and-safety related stipulations of worker compensation boards (Berufsgenossenschaften) and professional associations as well as the guidelines issued by public authorities, and are in compliance with the respective valid environmental protection regulations.

14.2 The Contractor shall provide the Customer, with the test certificates customary in the market for the delivery or service, as well as the protocols or certificates produced in the course of the final inspection at the latest upon completion of the delivery or service.

14.3 The purpose of the quality assurance agreements contained in Clauses 14.1 and 14.2 above is to transfer the quality inspection to the contractor. For this reason, the customer is released from the obligations under § 377 HGB (German Commercial Code – only applicable in Germany) (obligation to examine and give notice of defects) and accordingly does not have to carry out the otherwise usual quality controls (incoming goods inspections). This does not apply to the delivery of goods and services not ordered (identity defects), recognizable transport damage (e.g. poor condition of the packaging) and other obvious defects which are visible by inspection when the goods and services are provided.

14.4 The Customer is entitled to the statutory claims for faults without restriction.

14.5 The Customer is entitled to assert his right to withdrawal and/or compensation even in cases in which the breach of duty is of only a minor nature.



**14.6** If the Contractor fails to meet his supplementary performance obligation within the reasonable period of grace specified by the Customer, the Customer is entitled to undertake same himself for the account of, and at the risk of, the Contractor and can demand an advance payment for same. No further notification is required.

**14.7** The statutory period of limitation for claims for faults applies unless the contract specifies a longer period. In the case of deliverables, it begins with the arrival of the complete shipment at the receiving centre specified by the Customer, in the case of work and services, following inspection and approval, in the case of all other performance, with its completion.

#### **15. Liability / product liability**

**15.1** Unless otherwise agreed, the Contractor shall be liable for all losses caused to the Customer or third parties in the context of the contract by the Contractor or his vicarious agents in accordance with the statutory stipulations. The Contractor shall indemnify the Customer from claims asserted against him by third parties.

**15.2** The Contractor shall indemnify the Customer from all claims asserted on the grounds of the Customer's deliverables causing personal injury or damage to property, when this damage is the result of a fault in the design engineering or production on the part of the Contractor, or a breach of his duty of inspection, instruction or product monitoring.

#### **16. Protection rights of third parties**

The Contractor shall be liable when the use of the delivery items infringes patents or protection rights of third parties and shall indemnify the Customer from all claims asserted against him or his customers due to the breach and shall bear all the associated costs.

#### **17. Confidentiality**

**17.1** The Contractor is obliged to treat all trade secrets, as well as other, not publicly known, information, knowledge and experience which has been or will be obtained or gained with confidentiality, irrespective of whether they are considered trade secrets within the meaning of the Trade Secret Act (Geschäftsgeheimnisgesetz – only applicable in Germany). He undertakes to use same only within the framework of the execution of the contract and to neither use them nor disclose them to third parties, both for the term of the contract and following termination of the contractual relationship, without the prior written consent of the Customer.

**17.2** Exceptions to the obligations pursuant to No. 17.1 apply only for data and other information which must be disclosed on the grounds of statutory stipulations or by court or official order. In these cases, notification of the disclosure on the part of the Customer will be provided immediately in writing, specifying content and scope.

#### **18. Data protection/data storage**

**18.1** The Contractor guarantees that he complies with all valid data protection laws, specifically the EU General Data Protection Regulation (GDPR) and that he has obtained all the permits relating to personal data stipulated by law. The Contractor will compensate the Customer for all costs, claims, liability and entitlements arising for the Customer with regard to a breach of this guarantee.

**18.2** The Contractor hereby declares that he has received and read the Customer's "Instructions on data processing for customers, suppliers and other relevant parties" ([https://www.juwi.com/fileadmin/user\\_upload/01\\_Downloads/juwi\\_Data\\_Protection\\_Declaration\\_EN.pdf](https://www.juwi.com/fileadmin/user_upload/01_Downloads/juwi_Data_Protection_Declaration_EN.pdf)). For the event that the data subject is not the Contractor, the Contractor hereby undertakes to pass these "Instructions on data processing for customers, suppliers and other data subjects" on to the data subject which whom the Customer will be in contact within the framework of this contract.

**18.3** Where, in the context of this contract, the Contractor acts as processor within the meaning of Art. 28 GDPR (DSG/ Datenschutzgrundverordnung – only applicable in Germany), the

Contractor and Customer will first sign a commissioned data processing agreement which meets the statutory stipulations. The Customer and Contractor shall be jointly and severally liable for compensation for losses suffered by a person due to unlawful or incorrect data processing in the context of the contract. Where the relevant data were compiled under this agreement, the burden of proving that the losses were not the consequence of circumstances for which he is responsible rests with the Contractor. Until such time as this proof is provided, the Contractor shall indemnify the Customer, upon first request, from all claims asserted against the Customer in relation to the commissioned data processing. The Contractor shall be liable for damage caused culpably by the Contractor, his employees or the party commissioned by him with the execution of the contract or the subcontractors deployed by him in the context of the rendering of the contractual performance.

**18.4** The Contractor undertakes to deploy only such staff as have been bound protecting confidentiality within the meaning of the GDPR and where this obligation continues to apply following the termination of their employment contract with the Contractor.

**18.5** Notwithstanding the statutory stipulations, any passing on of personal data of the Customer resp. data subject to third parties (including subcontractors) by the Contractor requires the prior written consent of the Customer. The Contractor undertakes only to commission subcontractors with the processing of personal data of the customer resp. data subject when same has previously been bound to observe the obligations from No. 18 herein to the same extent as the Contractor.

**18.6** only applicable in Germany: : If the Contractor renders work and services, he is obliged to observe the current version of the „Sicherheitsrichtlinie für Informationssicherheit und Datenschutz für IT-Fremddienstleister“ (Security-Guidelines for information security and data protection for IT-Service Provider) which can be called up on the Internet <https://www.juwi.de/downloads#c12485> (Downloads / Dokumente für Geschäftspartner)

#### **19. Compliance-Guideline**

**19.1** The contractor is obliged to observe the "Compliance guidelines for legal transactions with companies of the juwi group" published on the Internet under <https://www.juwi.com/company/compliance> in their respective version

#### **23. Concluding provisions**

**23.1** Should individual provision of these Purchasing Conditions be or become invalid or impracticable, either partially or in full, the remaining provisions shall remain unaffected. For this event, the contractual parties undertake to replace the invalid or impracticable provision with legally permissible agreements. In the event of an omission, a provision shall be considered agreed which, taking the remaining contract into consideration, would have been agreed by the parties had they been aware of the omission.

**23.2** Place of performance for deliverables and performance is the receiving centre stipulated by the Customer. Where no receiving centre is stipulated, place of performance shall be the business address of the Customer.

**23.3** Where legally permissible, the court of jurisdiction shall be the court at the business address of the Customer. However, the Customer can also take legal action against the Contractor at his general court of jurisdiction.

**23.4** In augmentation of these Purchasing Conditions, the laws of the Federal Republic of Germany also apply, excluding the conflict of laws rule in accordance with international private law. The application of the respective valid version of the UN Convention on Contracts for the International Sale of goods is excluded.