



1 General Provisions – Scope

1.1 The provisions of these General Terms and Conditions of Purchase (GTCP) govern all contracts relating to supplies and performances including consulting and ancillary services (together "Deliveries") between Contractors and all corporate affiliates of juwi AG, within the meaning of § 15 of the German Stock Corporation Act, in business relations with companies, legal entities under public law or special funds under public law. The purchasing corporate affiliate is referred to hereinafter as "juwi".

1.2 These GTCP form part of the contract with the Contractor and, unless expressly stipulated otherwise, also serve as a framework agreement on which all future contracts are based, while at the same time, provisions of the General Terms of the Contractor that are to the contrary or deviate from statutory provisions are excluded.

1.3 These GTCP apply exclusively. Deviating purchase order confirmations, agreements or General Terms of the Contractor must be expressly confirmed in writing by juwi in order to become effective. The GTCP also apply if, while being aware of terms of the Contractor that are to the contrary or deviate from our GTCP, juwi unreservedly accepts the delivery of the Contractor or does not expressly object to the validity of deviating provisions.

2 Contract Conclusion

2.1 Orders placed by juwi are legally binding only in written form. Verbal or telephone orders are only binding if confirmed by juwi by subsequent submission of a written order. Verbal collateral agreements and alterations of this contract must be in writing (text form specifically does not suffice). This also applies to a contractual waiver or alteration of written form.

2.2 The Contractor is obligated to accept the purchase order within 14 days after receipt and to send a corresponding written order confirmation to juwi. If the purchase order is sent via fax or email, the acceptance period starts with the day of dispatch. If the order is not accepted within this period, the order is not binding for juwi. If the purchase order confirmation deviates from the order, the Contractor will clearly mark all deviations as such. Such deviations are only binding if confirmed by juwi in writing.

2.3 The purchase order confirmation must clearly indicate price, discount, binding delivery date as well as juwi's order and project number

2.4 Any offer submitted to juwi by the Contractor is free of charge. juwi is entitled to accept the offer within 14 days after receipt. The Contractor's offer is binding until the end of this acceptance period.

2.5 If reasonably practicable, juwi is entitled to request technical modifications of the delivery and/or dates. Mutually satisfactory agreements shall be concluded concerning effects with regard to additional or lower costs as well as the delivery dates.

2.6 The Contractor is not entitled to pass juwi's purchase order on to a third party without juwi's prior written consent.

3 Prices, Invoices and Terms of Payment

3.1 The agreed prices are fixed prices. Unless otherwise agreed, all prices are exclusive of the statutory VAT and include free delivery including all additional costs, in particular packaging, shipping, transport, field allowances, unloading, and insurance.

3.2 Any trade terms shall be interpreted according to the version of Incoterms 2010 that was active at the time of contract conclusion. If a price is agreed to be „ex works“, juwi only bears the lowest shipping costs. If pricing terms include delivery free domicile, juwi is entitled to determine the mode of transport, especially packaging, route and transport insurance.

3.3 The Contractor issues invoices according to relevant legal provisions. Unless otherwise agreed, invoices shall be sent in duplicate to juwi's Accounts Payable department.

3.4 Invoices must be issued immediately after shipment of the goods, stating order, project and item number as well as the eight-digits commodity code (according to current foreign trade classifications). Value added tax shall be stated separately. Invoices have to reflect a precise specification of the invoiced delivery including number of items, dimensions and weight and performance parameters.

3.5 Invoices not properly submitted do not trigger payment obligations and can be sent back to the Contractor without juwi suffering any legal prejudice.

3.6 Payment shall be made, unless otherwise agreed, after complete delivery and due invoice receipt either within 30 days with a 3 % discount or after 90 days net. Delays due to incomplete or inadequate invoices do not affect discount terms. Payments are made at the discretion of juwi by bank transfer or cheque.

3.7 Payments do not signify acceptance of the statement of account, freedom of defects, or timeliness of delivery. juwi is entitled to offsetting and retention rights in the legal extent. In the event of defective delivery, juwi is entitled to withhold payment until the proper fulfillment, proportionally up to a maximum of three times the value of the defective delivery parts. Assignment of accounts receivable through the Contractor is only permitted upon prior written consent by juwi.

3.8 Invoices require the following mandatory information (refer to Article 14 Section 4, German Value Added Tax Law):

3.8.1 Name and address of company providing services

3.8.2 Name and address of company receiving services

3.8.3 Date of delivery or service

3.8.4 Amount and description of products delivered or nature and scope of services

3.8.5 Net amounts classified according to tax rates applicable, if required

3.8.6 Respective levels of taxation or reference to tax- exemption

3.8.7 Issue date (= invoice date)

3.8.8 Unique invoice number

3.8.9 Any reduction of payment agreed upon in advance insofar as it is not already included in the payment amount

3.8.10 Tax number or VAT identification number of issuer of invoice

4 Delivery and Documentation

4.1 juwi is an SVS/RVS (shipping company insurance policy) waiver customer.

4.2 The Contractor has to notify juwi in writing if the delivered goods do not unreservedly suitable for the contractually stipulated purpose or if special safety regulations have to be observed during use. Likewise, the Contractor has to notify juwi of alterations that have been carried out by him on the delivered goods prior to delivery.

4.3 Partial deliveries, over- and under deliveries are only permitted upon prior written consent by juwi. For quantities, weights and dimensions, values determined by juwi's receiving department are authoritative.

4.4 The Contractor has to notify juwi in writing if the delivered goods are not unreservedly suitable for the contractually stipulated purpose or if special safety regulations have to be observed during use. Likewise, the Contractor has to notify juwi of alterations that have been carried out by him on the delivered goods prior to delivery.

4.5 Unrestricted title to the delivered goods shall always pass to juwi upon delivery. If retention of title has been stipulated in favor of the Contractor, it is at first effective as a simply retention of title. Regardless of the retention of title, juwi is entitled to unrestricted use, processing and sale of the goods and to transfer the title to the goods to a third party, even if this results in the extinction of the retention of title.

4.6 Any correspondence regarding Deliveries with the exception of invoices (see Article 3.3) must be exchanged between the Contractor and the ordering Purchasing Department of juwi. The Contractor is obligated to indicate juwi's order and project number as well as the order date in all correspondence.

4.7 Each shipment has to include a delivery note as an accompanying document listing the precise delivery address, item numbers and descriptions as well as quantity. In addition, a dispatch note has to be sent to juwi for each shipment. An invoice is neither considered a delivery nor dispatch note.

4.8 In the event of third-party deliveries by the Contractor directly to customers of juwi, the Contractor is obligated to keep the shipping documents according to statutory provisions and, upon request, submit them to juwi without delay.

4.9 Upon the first delivery and afterwards once a year, the Contractor provides juwi with proofs of origin (e. g. supplier's declarations, movement certificates, certificates of origin, declarations of origin indicated on the invoice according to the preferential agreements of the European Community).

5 Delivery Dates, Contractual Penalty

5.1 The agreed delivery dates are binding. Compliance with the delivery periods and dates shall be determined by receipt of goods or, in case of Deliveries including installation or assembly, the date of completion at the place of delivery specified in the order. The delivery is only complete with the belonging documentation. If delivery is not specified as free domicile, the Contractor must make the goods available in due time, taking into account the time usually required for loading and shipment.

5.2 juwi is entitled to refuse the acceptance of goods that are not delivered on the delivery date specified in the purchase order, and to return those goods to the Contractor at the expense and risk of the same or store the goods with a third party.

5.3 juwi reserves the right to accept excess or short deliveries.

5.4 If the Contractor realizes that an agreed delivery date cannot be met for whatever reason, he has to notify juwi thereof immediately in writing, stating the reasons for and the estimated duration of the delay. Any claim by juwi based on the delayed delivery remains unaffected.

5.5 In the event of delayed delivery, juwi is entitled to statutory rights and claims. For each delayed delivery, juwi is entitled to claim payment of a contractual penalty by the Contractor, amounting to 0,2 % of the net value of the respective delivery for each started day of delay, up to a maximum of 5 % of the net value of the respective delivery. juwi is entitled to claim payment of a contractual penalty even if the delivery is accepted without reserve. A contractual penalty can only be claimed beyond the date of the final invoice if juwi reserves this right upon final payment.

5.6 juwi is entitled to claim potential forfeited contractual penalties according to the preceding clause as minimum extent of the damage which was caused by the same breach of obligation. The right to claim additional losses is not excluded. Paid contractual penalties shall be set off against such claims.

5.7 If the delivery date is exceeded with part of the due delivery, the provisions of clause 5 apply accordingly.

6 Acceptance, Transfer of Risk

6.1 If not otherwise stipulated, acceptance through juwi is mandatory only in case of a contract for work and services. juwi is not obligated to accept single parts of the delivery.

6.2 juwi is entitled to refuse acceptance of a defective delivery. In addition, juwi's obligations regarding acceptance are subject only to statutory provisions.

6.3 The commissioning of a delivery or the use of the same is in itself not sufficient



grounds for acceptance.

6.4 In any case, the risk of accidental loss and accidental deterioration shall pass to juwi upon hand-over of the goods at the place of delivery in case of Deliveries without installation and assembly, upon acceptance of the goods in case of Deliveries including installation and assembly or, if juwi is not obligated to carry out an acceptance procedure, upon hand-over at the place of delivery.

7 Quality Check, Spare Parts

7.1 Within his general and specific technical expertise, Contractor checks drawings, calculations and other specifications by juwi independently for potential mistakes or contradictions. The Contractor notifies juwi immediately of potential concerns, including those regarding suitability for use, so that the issue can be jointly clarified

7.2 The Contractor has to implement a quality assurance system which complies with the latest standards of the respective supplying industry. He will carry out the quality assurance measures including the required documentation independently and make the documentation available to juwi upon request.

7.3 not applicable

7.4 Before delivery, the Contractor carries out a thorough outgoing goods inspection. Goods that did not pass inspection must not be delivered. juwi checks the goods after receipt only with regard to their type (identity check), the quantity and damage during shipment as well as other potential obvious defects. juwi is not obligated to carry out further inspections. In this respect, the Contractor waives the objection to violation of inspection duty and delayed notice of defect according to Article 377 of the German Commercial Code (HGB). In the event of complaint, the costs for the inspection can be charged to the Contractor. For every kind of defect, the time-limit for a claim is always 14 days after identification of the defect.

7.5 For a period of five years as of the passing of risk, the Contractor has to keep identical spare and wear parts available for juwi. In any case, the Contractor will inform juwi in due time of the expiry of a spare and wear parts supply.

8 Material Defects and Defects of Title

8.1 Statutory provisions shall apply without restrictions to juwi's rights with respect to material defects and defects of title regarding the delivery from the Contractor. In case of defective delivery, the Contractor is obligated to remedy defects free of charge, at the discretion of juwi, either through subsequent repair or replacement delivery. All costs and expenses incurred by juwi as a result of the remedy of defects are born by the Contractor. This also includes additional costs arising from movement of the goods or the delivery to a different place. The same applies to costs for the return shipment of defective Deliveries.

8.2 In the event of imminent danger or extreme urgency, especially in order to prevent machine down-time, operational loss, and other consequential losses, juwi is entitled to undertake remedial action, to commission a third party, or to obtain other replacement, all the expense of the Contractor. If possible and reasonable, juwi will notify the Contractor of relevant defects in advance. juwi's statutory right to undertake measures of its own remains unaffected by the aforementioned.

8.3 All of juwi's statutory rights, especially the rights of cancellation, reduction and indemnity, claims in tort and for damages and reimbursement, in particular also claims for damages instead of performance, shall remain unaffected. At juwi's first request, the Contractor indemnifies juwi against all claims by third parties which are raised against juwi due to the defective delivery for which the Contractor is accountable.

8.4 Furthermore, the Contractor reimburses juwi for all costs and expenditures arising from the fact that, due to a defective delivery for which the Contractor is accountable, juwi has to recall a product, conduct a field campaign, issue a warning, or otherwise notify customers or third parties. The Contractor warrants the existence of appropriate product liability insurance.

8.5 The limitation period for defect claims is 36 months from the commencement of the statutory limitation period. If the statutory limitation period is longer than 36 months, this statutory limitation period applies. For goods repaired or re-placed as remedy of defects, a newly commencing respective limitation period of 24 months applies. If the initial, remaining limitation period is longer than 24 months, this initial, remaining limitation period shall apply.

8.6 A notice of defects by juwi within the limitation period interrupts the limitation until juwi and the Contractor reach an agreement regarding the remedy of defects and potential consequences. However, the suspension ends 6 months after the final rejection of the notice of defects through the Contractor. The limitation takes effect 3 months after the end of the suspension at the earliest, but, in any case, not before the expiry of the limitation period.

8.7 In case customers claim legal remedies against juwi because of a defective delivery which includes goods or services provided by the Contractor, juwi possesses the right of recourse subject to the provisions of Articles 478 and 479 of the German Civil Code (BGB), without fulfillment of the special requirements of the sale of consumer goods. The right of recourse also applies to juwi's indemnification of the customer.

9 Documents, Confidentiality, Customer-Provided Materials

9.1 juwi reserves all proprietary and patent rights to drawings, drafts, samples, manufacturing regulations, company-internal data, layouts, layout proposals, standard sheets, calculations, etc. which juwi provides to the Contractor in relation with the tendering or the execution of a contract. They must not be used for other purposes and have to be

kept with the proper professional care. After completion of the order, they have to be returned to juwi unsolicited.

9.2 The Contractor has to treat all aforementioned documents as well as business and operating secrets ("Information") confidentially. He is particularly not entitled to disclose Information or make it available to third parties without juwi's prior written consent. The Information has to be protected against unauthorized inspection. Subject to further rights, juwi is entitled to request the return of the Information if the Contractor violates the aforementioned duties. The obligation of secrecy shall continue to be valid for a period of 5 years after completion of the supplier relationship or contract. It ceases when all Information has become common knowledge.

9.3 juwi reserves ownership of all items, tools, and means of manufacturing ("Materials") provided to the Contractor. The Materials have to be stored free of charge and separated from other property. Processing or reshaping by the Contractor is carried out for juwi. In case the Materials are processed or mixed with other items not owned by juwi, juwi acquires joint ownership of the new product in proportion of the value of the Materials (purchase price plus VAT) to the other processed items at the time of processing. The Contractor bears the risk of loss, destruction or damage of the Materials.

9.4 The Contractor is obligated to use the Materials provided by juwi only for the manufacturing of the goods ordered by juwi. The Contractor agrees to insure the Materials owned by juwi at the replacement value at his own expense against damages arising from theft, fire, water, breakage, and other damages. The Contractor simultaneously assigns all claims for compensation under such insurance to juwi.

9.5 The Contractor undertakes to carry out any and all service and inspection work as well as any and all maintenance and repair work on the Materials in a timely manner and to report any malfunction immediately. Each contractual party is to bear half of the associated costs. In the event that these costs are attributable to defects in items manufactured by the Contractor or to improper usage through the Contractor, his employees or other vicarious agents, then these costs shall be born solely by the Contractor. The Contractor has to report any malfunction to juwi immediately; if and when he culpably fails to do so, he shall be liable for any consequential damage.

10 Third Party Rights, Privacy

10.1 The Contractor guarantees that no rights of third parties such as but not limited to rights in rem, industrial property rights, copyrights ("Property Rights") or public law constraints interfere with or prevent the intended use of the purchased goods and that third party rights in particular are not infringed upon.

10.2 If a third party asserts claims against juwi on the grounds of an infringement of a Property Right, the Contractor is obligated to ensure the usability of the product through the respective third party's customers at his own expense, including, where appropriate and at the discretion of the Contractor, the modification of infringing parts or the replacement by parts that are not subject to protection. The Contractor is liable for all damages that arise from an infringement of a Property Right caused by the intended use of the delivered goods, particularly from claims for compensation by customers or other third parties.

10.3 The Contractor shall indemnify juwi from claims for potential Property Rights infringements and shall bear all consequential costs and expenditures.

10.4 The limitation period for claims according to Article 10 is 5 years as of the formation of the claim.

10.5 juwi reserves all rights of title, use, registered design, patents, trademarks, copyright, privacy and other Property Rights, particularly with regard to the documents provided by juwi in physical and electronic format.

10.6 The Contractor revocably agrees that revealed personal data may be edited and processed in compliance with legal provisions.

11 Place of Performance, Jurisdiction, Applicable Law

11.1 Place of performance for Deliveries without installation and assembly is the delivery place specified by juwi. Place of performance for Deliveries including installation and assembly is the place where these services are to be performed.

11.2 The exclusive place of jurisdiction for all disputes arising from or in conjunction with the respective contract is, to the extent permitted by law, Mainz. juwi is furthermore authorized to bring suit to the Contractor at the courts of his general place of jurisdiction or of the place where the act of infringement has been committed.

11.3 German substantive law shall solely apply, excluding the UN Convention on Contracts for the International Sales of Goods (CISG).

12 Termination for cause

juwi shall be entitled to rescind the contract or to terminate it for cause, in particular if insolvency proceedings are re-requested or instituted against the Contractors assets or such proceedings are rejected due to lack of assets or if due performance of the contract is jeopardized by the fact that the Contractor has – not only temporarily – ceased to make his due payments and/or conduct business activities.

13 Severability Clause

The invalidity of any provision of these GTCP shall not affect the validity of other provisions hereof. The respective invalid provision shall be replaced by a valid provision that is suitable to implement the economic and regulatory purpose to the greatest extent possible. The same shall apply to any potential loophole.