
GENERAL TERMS AND CONDITIONS OF PURCHASE OF HERBERT WALDMANN GMBH & CO. KG

Last updated: 1 January 2018

1. Scope of application

1. These General Terms and Conditions of Purchase shall apply exclusively to dealings with entrepreneurs in the exercise of their commercial or independent professional activity, legal persons under private law, foundations and legal persons under public law as well as special funds under public law. They shall apply to all business transactions between Herbert Waldmann GmbH & Co. KG (hereinafter referred to as "Waldmann") and Supplier even if they are not explicitly referred to in any subsequent contracts. They shall apply to work and service contracts accordingly. The acceptance of products delivered shall be replaced by acceptance of work performed in case of work contracts and services delivered in case of service contracts.

2. Any opposing, additional or deviating provisions of Supplier that contradict these General Terms and Conditions of Purchase shall not become part of the contract unless Waldmann has explicitly agreed to them in writing. These General Terms and Conditions of Purchase shall apply even if Waldmann unconditionally accepts any of the Supplier's deliveries being aware of its opposing, additional or differing terms.

3. Any rights to which Waldmann is entitled in accordance with legal provisions or any other agreements beyond these General Terms and Conditions of Purchase shall remain unaffected.

2. Conclusion, modification and execution of the contract

1. Any offers, drafts, plans, estimates, samples and specimens of Supplier shall be provided at no cost for Waldmann. At Waldmann's request, Supplier shall take them back without delay and at its own expenses.

2. An order shall become binding only when it has been placed in writing by Waldmann or, in case of an oral order, confirmed in writing by Supplier in an adequate form. Automatically generated orders without names and signatures shall be deemed to be written documents. As far as the order contains any obvious errors, typing or calculation errors, it shall not be binding for Waldmann.

3. Supplier shall submit a written order confirmation including an explicit specification of the price and the delivery date without delay, within five working days at the latest. Any deviations from the order contained in the order confirmation shall be deemed to have been agreed only when they have been confirmed in writing by Waldmann. The same shall apply accordingly to any subsequent modifications of the contract.

4. As far as Waldmann has concluded a framework agreement for future deliveries with Supplier, an order placed by Waldmann shall be binding unless Supplier rejects it within three working days after receipt.

5. Order confirmations, dispatch notes, bills of lading, delivery notes, invoices and any other documents sent by Supplier shall include the order data, in particular order number, order date and supplier number.

6. If Waldmann does not respond to offers, requests or any other statements from Supplier, this shall be deemed to be an approval only if this has previously been agreed in writing.

7. Should variations from the originally agreed specification become necessary or seem appropriate in the course of the performance of the contract, Supplier has to inform Waldmann immediately in writing and submit proposals for modification. Waldmann shall inform Supplier whether and which modifications are to be carried out by Supplier with respect to the original order. Waldmann shall be entitled to modify the order at any time, in particular as regards the composition of the products. In such cases, Supplier shall be granted an adequate period of time to implement the necessary changes in production. If these modifications cause a change in the costs that Supplier incurs in connection with executing the contract, the Parties shall negotiate a corresponding adjustment of the price. If no agreement on an adjustment of the price can be achieved within eight weeks after the written request for a negotiation has been received, Waldmann shall be entitled to terminate the contract without observing a notice period.

8. Waldmann shall reserve all ownership rights, copyrights and any other property rights to all documents. These documents may be used only and exclusively for the production based on the order placed by Waldmann and must not be made accessible to any third party without the prior written consent by Waldmann. At Waldmann's request, Supplier shall return all documents to Waldmann without delay when they are no longer needed in the ordinary course of business. The same shall apply accordingly in particular to all drafts, samples, specimens and models of Waldmann.

9. Before the contract is concluded, Supplier shall inform Waldmann in writing if the products ordered are subject to export control or any other marketability restrictions under the applicable legal provisions in the Federal Republic of Germany. If this information is not provided appropriately, in particular if no information is given or if the information given is incorrect, incomplete or not provided in due time, Waldmann shall be entitled to withdraw from the contract irrespective of a fault on the part of Supplier after an adequate period of time has lapsed without success. The same shall apply accordingly if the products are subject to export control or other marketability restrictions. Any further claims of Waldmann shall remain unaffected.

10. If Supplier's financial situation deteriorates seriously or if the justified application for opening insolvency or similar proceedings with regard to Supplier's capital is rejected for lack of assets, Waldmann shall be entitled to withdraw from the contract in total or in part.

3. Packaging, dispatch, delivery and acquisition of ownership

1. Supplier shall comply with the guidelines specified by Waldmann concerning the dispatch of the products, in particular with the transport, packaging and delivery provisions. The packaging of the delivery must be appropriate for the kind of products. The products must be packaged in such a way that transport damage is prevented. Packaging materials shall be used only as far as they are required. Only packaging materials that are environmentally friendly and recyclable may be used. The use of returnable packaging shall only be admissible after Waldmann's prior written consent. Supplier shall label the packaging indicating in particular the scope of the delivery, the article and material numbers, the delivery quantity, the production date and the order data, especially order number, order date and supplier number. If Supplier must take back the packaging used pursuant to the packaging regulations, Supplier shall bear the costs for the return transport and the recycling.

2. Waldmann must be informed immediately when the products have been dispatched.

3. All deliveries must be accompanied by a single copy of the delivery note specifying the scope of the delivery, the article and material numbers, the quantity delivered, the production date as well as the order details, in particular order number, order date and supplier number.

4. In connection with the delivery of the products, Supplier must observe the German Ordinance on Hazardous Substances (GefStoffV), package and label the products concerned accordingly and explicitly indicate hazardous substances in the delivery note.

5. Goods may be delivered only during the usual business hours on working days, Monday to Thursday from 7:00 a.m. to 3:30 p.m. and Friday from 7:00 a.m. to 11:00 a.m. Supplier shall indemnify Waldmann from and against any claims raised by a third party due to deliveries outside the hours specified above unless Supplier is not responsible for the delivery outside the usual business hours.

6. Upon delivery, ownership of the products shall pass immediately to Waldmann free from any encumbrances. Supplier warrants that Supplier is authorised to resell the products and to transfer ownership of the products.

7. Without prejudice to any other obligations, Supplier shall comply with Waldmann's company policy. A summary of the company policy is available on the Waldmann website "www.waldmann.com" at "Company" and will be sent free of charge to Supplier at the latter's request. Supplier shall comply in particular with the environmental policy of Waldmann.

4. Delivery time

1. The delivery periods and dates specified in the order or otherwise agreed shall be binding. The delivery periods shall start on receipt of the order. The products must have arrived at the delivery address specified by Waldmann within the delivery period or at the agreed delivery date.
2. If Supplier becomes aware of the fact that the delivery deadline cannot be met, Supplier must inform Waldmann immediately in writing and specify the reasons for and the expected duration of the delay.
3. If Supplier is in default, Waldmann shall be entitled to request a contractual penalty of 0.5% of the net order value for each week of delay or part thereof but no more than 5% of the net order value unless Supplier is not responsible for the delay in delivery. Waldmann must assert the contractual penalty with the final payment at the latest. Cases of Force Majeure shall be excluded. Any further claims of Waldmann shall remain unaffected. Waldmann's delivery claim shall expire only when Supplier, at Waldmann's request, pays damages instead of delivering the goods. Acceptance of delayed deliveries shall not constitute a waiver of the claim for damages or the contractual penalty.
4. Deliveries before the agreed delivery date shall only be admissible after Waldmann's prior written consent. Waldmann shall be entitled to store products delivered before the agreed date at Supplier's expenses without the latter's written consent or to return them at Supplier's expenses unless the premature delivery is only marginal or Supplier is not responsible therefor.

5. Cross-border deliveries, rules on preferential origin

1. In case of cross-border deliveries, Supplier, at its own expense, has to provide the competent authorities in time with any declarations required for the export from the country from where the products are imported into the Federal Republic of Germany and the import into the Federal Republic of Germany. In particular, Supplier shall take any action required for obtaining the necessary documents and furthermore comply with the requirements for export controls and other marketability restrictions.
2. Supplier shall ensure that the products to be supplied or parts thereof are not subject to any national or international export restrictions, in particular the restrictions under the German Foreign Trade and Payments Act. If products or parts thereof are subject to such an export restriction, Supplier, at its own expense, shall obtain the required export licences for world-wide export.
3. Supplier warrants to Waldmann that the products comply with the rules on preferential origin of the European Union. Prior to the first delivery, Waldmann shall receive from Supplier a valid long-term supplier's declaration in accordance with the applicable EC regulation. Supplier shall inform Waldmann in writing without delay and without explicit request when the details specified in the supplier's declaration are no longer applicable.

6. Incoterms, prices and payments

1. All deliveries shall be made in accordance with Incoterms 2010 DDP D-78056 Villingen-Schwenningen unless anything else has been agreed by the Parties or is specified in these General Terms and Conditions of Purchase,
2. The price stated in the order shall be binding. Unless there is a deviating written agreement, prices shall be quoted "free to place of use" and include in particular the costs for packaging, dispatch (including dispatch materials), transport and insurance up to the delivery address specified by Waldmann as well as any customs and other public charges. Unless explicitly defined as net price, the price shall include the applicable VAT. If the price does not include dispatch and transport costs in an individual case and if it has not been agreed that Waldmann shall bear the dispatch and transport costs, this shall apply only to the costs corresponding to the most cost-effective dispatch and transport type even if an accelerated transport is necessary in order to meet the agreed delivery periods and deadlines.
3. If delivery exempt from VAT is possible, Supplier shall provide the required evidence as far as this falls within Supplier's scope of responsibility. For any deliveries within the European Union, Supplier shall communicate its VAT tax number in writing without explicit request, provide evidence of its status as an entrepreneur and cooperate in providing accounting and documentary proof of exportation.
4. The invoice must not be enclosed with the delivery but has to be sent separately. Invoices without order number, order date or supplier number shall not be considered as received since they cannot be processed.

5. Payment shall be made after acceptance of the products and receipt of the invoice within 14 days with a discount of 3%, within 21 days with a discount of 2% or within 30 days without any discount. Payments shall be made to Supplier only subject to verification of the invoice. Waldmann shall be entitled to effect payment also by cheque or bank transfer. In case of a defective delivery, Waldmann shall be entitled to retain payment for this delivery until the order has been fulfilled appropriately without loss of sales or cash discounts or similar price reductions for Waldmann. The period of payment shall start as soon as the defects have been completely eliminated. In case of premature delivery of the products, the period of payment shall start upon expiry of the delivery period or at the agreed delivery date at the earliest. As far as Supplier has to provide any material tests, test reports, quality documents or any other documents, the acceptance of the products shall mean the start of the period of payment only when the required documents have also been submitted to Waldmann.

7. Passing of the risk

1. Supplier shall bear the risk of accidental loss and accidental deterioration of the products until they have been handed over to Waldmann at the agreed place of delivery.
2. If Supplier is obliged to set up or install the products on the premises of Waldmann, the risk of accidental loss or accidental deterioration of the products shall pass to Waldmann only when the products have been set up or installed. This shall also apply when it has been agreed in individual cases that Waldmann is responsible for specific contributions, such as transport costs.

8. Warranties, reach, rohs, conflict minerals

1. Supplier warrants that the products supplied comply with the agreed specification, the approved samples as well as with the applicable legal provisions and the rules and regulations of public authorities, employer's liability insurance associations and trade associations, in particular with respect to accident prevention, industrial safety and the relevant DIN standards.
2. Supplier warrants compliance with the Regulation (EC) No. 1907/2006 (REACH). In this respect, Supplier complies with all notification, authorisation and registration requirements existing according to this Regulation. If, due to Supplier not observing the requirements appropriately, Waldmann has to fulfil some obligations, Supplier shall indemnify Waldmann from any costs incurred in this connection unless Supplier is not responsible for such non-compliance. Supplier shall be obliged to meet the labelling and information requirements applicable to the products supplied properly, completely and in due time without being requested to do so. Moreover, Supplier shall provide to Waldmann the Safety Data Sheets as per the Regulation (EC) No. 1907/2006 (REACH) before the first delivery, without being asked to do so. This information belongs to the essential properties of the products.
3. Supplier warrants compliance with the requirements of Directive 2011/65/EU on the Restriction of Hazardous Substances (RoHS) in Electric and Electronic Equipment and Directive 2012/19/EU on Waste from Electric and Electronic Equipment (WEEE) as well as the guidelines for the national implementation of these Directives, in particular the Directive concerning the Restriction of Hazardous Substances in Electric and Electronic Equipment (Electronic and Electrical Equipment Substances Act) (ElektrostoffV) and the Electric and Electronic Equipment Act (ElektroG). Prior to the first delivery to Waldmann, Supplier is to confirm in writing that the contractual products comply with the requirements of the RoHS Directive, the packaging of the products must be labelled accordingly and RoHS conformity is to be confirmed in the delivery note by the note "RoHS-compliant".
4. Supplier warrants that no conflict minerals have been used for manufacturing the products supplied, i.e. minerals where it is suspected that the revenues from their exploitation are used for financing armed groups or conflicts, in particular tin, tantalum, tungsten and their derivatives as well as gold from the Democratic Republic of Congo (DRC) or its neighbouring countries. Supplier shall ensure that conflict-free minerals are used by using only minerals from certified smelters providing the relevant documentation and obtaining from its suppliers only products that do not contain any conflict minerals for which also the relevant evidence is submitted. At Waldmann's request, Supplier shall submit without delay the proof that the products to be supplied contain only conflict-free minerals, i.e. in particular minerals from certified smelting plants.

9. Warranties and warranty claims

1. Waldmann shall report to Supplier any evident defects immediately after delivery of the products and hidden defects as soon as they are discovered. The notification shall be deemed to have been sent without delay when it is submitted within two weeks after delivery for evident defects and within two weeks after they have been detected in case of hidden

defects. In case of deliveries consisting of a large quantity of the same products, Waldmann shall check an adequate quantity of the products supplied for possible defects using random samples. As far as the products can no longer be sold as a result of the inspection, the quantity to be inspected shall be reduced by an adequate amount. If individual random samples of a delivery turn out to be defective, Waldmann shall be free to either request that Supplier should sort out the defective items or assert warranty claims subject to the applicable law with respect to the entire delivery. If, as a result of defects of the products, it becomes necessary to inspect the products to an extent beyond that of an ordinary incoming goods inspection, Supplier shall bear the costs for this inspection. If the notice of defects is delayed or lost, timely dispatch shall be sufficient.

2. If Waldmann and Supplier have a permanent supply relationship, Supplier shall be obliged to maintain an appropriate quality management system and to manufacture and test the products to be supplied in accordance with this quality management system. If Supplier purchases production or test equipment, software, services, material or other supplies required for manufacturing and testing the products to be delivered from sub-suppliers, the latter shall either be included into Supplier's quality management system or Supplier shall make sure that the quality of the deliveries received from the sub-suppliers meets the required standard. Supplier shall especially carry out own material tests. Supplier shall keep records of the quality assurance measures carried out and store these records and, where applicable, any samples of the products to be delivered in a clearly structured way. Supplier shall grant Waldmann access to the records as far as this is necessary, explain the records and hand over copies of the records and the samples, if applicable. As far as this is possible in the ordinary course of business, Waldmann shall check immediately after the products have been accepted if the ordered number of items has been delivered and whether these items correspond to the type that has been ordered and whether there is any visible transport damage. If a defect is found during these checks or at a later point in time, Waldmann shall report this to Supplier within two weeks after the inspection or as soon as the defect is detected. No further inspections shall be carried out for incoming goods.

3. If, due to defects, the products are not marketable or must be disposed of properly by Waldmann in compliance with the applicable legal provisions, Waldmann shall be entitled to dispose of the products at Supplier's expense unless Supplier is not responsible for the defects.

4. If the products are defective, Waldmann, without prejudice to any legal warranty claims, shall be entitled to either ask Supplier to perform the contract by remedying the defect or to request delivery of products that are free from defects. Supplier has to bear the costs incurred for fulfilment of the subsequent performance. This shall also apply if the products, in accordance with their intended use, have been mounted in other objects and/or forwarded after delivery to another place than the delivery address specified by Waldmann. If Supplier fails to fulfil the obligation of subsequent performance within an adequate period of time set by Waldmann, Waldmann may carry out the required measures at Supplier's risk and expense or have them carried out by a third party unless Supplier is not responsible for the failure of the subsequent performance when the additional time granted has expired. No deadline must be set if Supplier refuses both types of subsequent performance or if subsequent performance has failed or if Waldmann cannot reasonably be expected to accept it. Subsequent performance shall be unacceptable to Waldmann in particular when the defective products have already been forwarded to a third party. Neither will it be necessary to set a deadline if Supplier seriously and definitely refuses to perform or if there are exceptional circumstances which, having taken both Parties' mutual interests into consideration, justify the immediate assertion of warranty claims. Exceptional circumstances shall be given especially in urgent cases where subsequent performance by Supplier is not likely to prevent the threatening disadvantage for Waldmann. If no deadline must be set, Waldmann shall be entitled to carry out the required measures at Supplier's risk and expense without the necessity of an additional period of time having lapsed unsuccessfully provided that Waldmann informs Supplier accordingly. Any further claims of Waldmann shall remain unaffected.

5. The acceptance of the products as well as any processing, paying and reordering of products that have not yet been found and reported to be defective shall not be construed as an approval of the delivery or a waiver of warranty claims on the part of Waldmann.

6. The period of limitation for claims for defects of Waldmann shall be 36 months from the date of delivery of the products. This shall not apply if Supplier has fraudulently concealed the defect. If the defective products have been used for a building in accordance with their customary use and have caused the building's defectiveness or in case of a defect in a building, the limitation period shall be five years.

7. Suppliers of products requiring spare parts shall be obliged to deliver the required spare parts and accessories and tools to Waldmann at the previous prices plus a compensation for inflation for an additional period of ten years after expiry of the limitation period.

8. The legal provisions with respect to the sale of consumer goods at the end of the supply chain shall remain unaffected.

9. Any further claims by Waldmann arising from the guarantees of the Supplier shall remain unaffected.

10. Product liability

1. Supplier shall be obliged to indemnify Waldmann from any claims by a third party for reasons of national and international product liability law unless Supplier is not responsible for the defect of the product according to the national and international product liability law or principles of product liability. Any further claims of Waldmann shall remain unaffected.

2. In the framework of this obligation to indemnify, Supplier has to reimburse Waldmann in particular for all expenses resulting from or in connection with any warning, replacement or recall action carried out by Waldmann. Waldmann shall inform Supplier of the contents and the scope of the measures as far as possible and reasonable and give Supplier the opportunity to comment. Supplier shall use its best efforts to support Waldmann in implementing the measures to be carried out and take all measures requested by Waldmann as far as they can be reasonably expected from Supplier.

3. Supplier shall be obliged to take out and maintain an extended product liability and recall insurance policy with worldwide coverage and a coverage level appropriate for the products to the value of € 3 m minimum per person in case of personal injury and of € 5 m minimum in case of damage to property. At Waldmann's request, Supplier shall submit evidence of the conclusion and existence of an extended product liability and recall insurance policy to Waldmann. Supplier shall refrain from any action that could jeopardise the insurance cover and the obligation to assume liabilities in an insured case and Supplier completely and timely fulfils all contractual duties and obligations that are required to preserve insurance coverage and to secure the obligation to assume liabilities in an insured case.

4. Supplier undertakes to assign to Waldmann all coverage claims and rights to exemption it is entitled to as a consequence of the product delivery and based on the product liability and recall insurances it holds. Therefore, Supplier herewith assigns all possible present and future claims it is entitled to due to product delivery to Waldmann and based on the extended product liability and recall insurances, including all secondary rights, to Waldmann. Waldmann herewith accepts this assignment. Provided the assignment is not legally effective, Supplier commits towards Waldmann to instruct the insurer to effect payment with valid discharge of the debt to Waldmann. Therefore, Supplier hereby instructs the insurance company to make any payments only to Waldmann. Any further claims by Waldmann shall remain unaffected.

5. If Supplier does not fulfil its duties set forth in Paragraph 3, Waldmann shall be entitled but not obliged to take out an extended product liability and recall insurance policy at Supplier's expenses.

11. Third-party property rights

1. Supplier warrants that the delivery and use of the products does not violate any national or international patents, registered utility models, licences or any other property rights and/or copyrights of a third party. This shall not apply to products developed by Waldmann.

2. If Waldmann or its customers are held liable by a third party with respect to the delivery or use of the products because of a violation of such rights, Supplier shall be obliged to indemnify Waldmann from these claims. The obligation to indemnify shall refer to any expenses Waldmann incurs in connection with these claims made by its customers and/or third parties. Waldmann shall be entitled in particular to obtain the permission to use the products from the third party at Supplier's expense. The obligation to indemnify shall not apply if Supplier is not responsible for the violation of the property rights of a third party.

12. Force majeure

1. If, due to force majeure, Waldmann is not able to fulfil its contractual obligations, including but not limited to acceptance of the products, Waldmann shall be released from meeting the obligation for the duration of the obstacle and an adequate preparatory period after removal of the cause without being obliged to pay damages to Supplier. The same shall apply if any unforeseen situations for which Waldmann is not responsible, in particular industrial disputes, measures taken by public authorities, energy shortage or substantial operational disruptions, make it unacceptably difficult or temporarily impossible for Waldmann to fulfil its obligations. This shall also apply if such circumstances arise at a moment when Waldmann is in default of acceptance.

2. Waldmann shall be entitled to withdraw from the contract if such an event lasts for more than four months and Waldmann is no longer interested in the execution of the contract as a result of this obstacle. After expiry of the said period, Waldmann shall declare, at Supplier's request, whether it wants to make use of the right of withdrawal from the contract or whether the products will be accepted within an adequate period of time.

13. Liability of Waldmann

1. Waldmann shall be liable, without limitation, for any damage resulting from a breach of warranty or from any injury to life, limb or health. The same shall apply to intent and gross negligence or to the extent Waldmann has assumed any procurement risk. For the rest, Waldmann shall only be liable in case of ordinary negligence if material obligations have been violated that result from the nature of the contract and are of special importance for achieving the purpose of the contract. In case of violation of such obligations, default and impossibility, Waldmann's liability shall be restricted to damage that has to be typically expected in the framework of the contract. Any compulsory legal liability for product defects will remain unaffected.

2. As far as Waldmann's responsibility is excluded or restricted, this shall also apply to any personal liability of the employees, representatives and authorised agents of Waldmann.

14. Provision of material

1. If Waldmann provides any substances, parts, containers, special packaging material or similar things (hereinafter referred to as "Supplies"), Supplier shall be obliged to collect the Supplies from Waldmann at its own risk and expense.

2. Supplier shall not be entitled to pledge the Supplies, transfer them by way of security or to make any other dispositions that jeopardise Waldmann's property. In case of any seizures or any other kind of interventions by a third party, Supplier shall inform Waldmann immediately in writing and provide any required information, inform the third party of Waldmann's ownership rights and cooperate in implementing the measures taken by Waldmann for protecting the Supplies. As far as the third party is not able to reimburse Waldmann for any costs incurred in and out of court for enforcing Waldmann's ownership rights, Supplier shall be obliged to compensate Waldmann for any loss resulting therefrom unless Supplier is not responsible for the seizure or any other intervention of third parties.

3. Supplier shall be obliged to treat and store the Supplies with care. Supplier shall be obliged to reimburse Waldmann for the damage Waldmann suffered as a result of the loss, destruction or any other kind of damage concerning the Supplies unless Supplier is not responsible for the loss, destruction or damage. Supplier shall inform Waldmann in writing of the loss, destruction or other kind of damage without delay.

4. Supplier shall insure the Supplies at its own costs against overvoltage, fire and water damage as well as against theft at reinstatement value. At Waldmann's request, Supplier shall submit evidence of the conclusion and existence of the insurance policy to Waldmann. Supplier shall refrain from any action that could jeopardise the insurance cover and the obligation to assume liabilities in an insured case and Supplier completely and timely fulfils all contractual duties and obligations that are required to preserve insurance coverage and to secure the obligation to assume liabilities in an insured case.

5. Supplier undertakes to assign to Waldmann all coverage claims and rights to exemption it is entitled to as a consequence of the damage to or loss of Supplies and based on the insurance it holds. Therefore, Supplier herewith assigns all possible present and future claims it is entitled to based on this insurance to Waldmann. Waldmann herewith accepts this assignment. Provided the assignment is not legally effective, Supplier commits towards Waldmann to instruct the insurer to effect payment with valid discharge of the debt to Waldmann. Therefore, Supplier hereby instructs the insurance company to make any payments only to Waldmann. Any further claims of Waldmann shall remain unaffected.

6. If the Supplies are processed or transformed by Supplier, this shall always be carried out on behalf of Waldmann. Waldmann's right of ownership shall also pertain to the processed or transformed objects. If the Supplies are processed or transformed together with other objects not belonging to Supplier, Waldmann shall acquire co-ownership with respect to the new objects at a ratio of the value of the Supplies to the other processed objects at the time of processing or transformation. The same shall apply if the Supplies are combined or mixed with other objects not belonging to Supplier so that Waldmann loses its exclusive ownership right. Supplier shall store the new objects for Waldmann. In all other respects, the same provisions that apply to the Supplies shall also apply to the new objects created by processing or transformation or combining and mixing.

7. At Waldmann's request, Supplier shall compile inventory lists for all Supplies stored on Supplier's premises.

8. Supplier shall use the Supplies exclusively for manufacturing and delivering the products ordered by Waldmann or in accordance with other instructions issued by Waldmann.

9. Products manufactured by Supplier in whole or in part in accordance with Waldmann's instructions or by using the Supplies provided by Waldmann may be used, offered, delivered or made accessible to a third party in any other way by Supplier only after having obtained Waldmann's written consent. This shall apply also to products that Waldmann refused to accept for justified reasons. If this provision is violated, Supplier shall pay a contractual penalty corresponding to 110% of the net value of the products concerned to Waldmann unless Supplier is not responsible for the violation. Any further claims of Waldmann shall remain unaffected.

10. Supplier shall be obliged to surrender the Supplies to Waldmann immediately upon termination of the contract. The same shall apply accordingly if the provision of Supplies is no longer required. Supplier shall bear the costs for transporting the Supplies back to Waldmann. Supplier shall be obliged to reimburse Waldmann for any wear and tear or other deterioration of the Supplies beyond normal wear unless Supplier is not responsible for this wear and tear or other deterioration of the Supplies beyond normal wear.

15. Confidentiality

1. For a period of five years after delivery, the parties shall be obliged to retain in confidence any information marked as confidential or evidently recognisable as business or trade secrets that they gain knowledge of and not record, forward or exploit this information for any other purpose than required for the business relationship.

2. The confidentiality obligation shall not apply if the information has evidently already been known by the receiving party before the contractual relationship was established or has been commonly known or generally accessible before the contractual relationship was established or if it becomes commonly known or generally accessible through no fault of the receiving party. The burden of proof shall lie with the receiving party.

(3) By means of appropriate contractual agreements with their employees and representatives, including, but not limited to, any freelancers and contractors and service providers working for them, the Parties shall ensure that those persons will also refrain from using, forwarding or recording such business and trade secrets without authorisation for a period of five years after delivery.

16. Compliance: social and ecological minimum standards

1. Supplier undertakes to comply with all applicable legal provisions with respect to dealing with its employees, protection of the environment and safety at work and to work on a continual reduction of negative impacts on people and the environment. Furthermore, Supplier shall observe the principles of the Global Compact Initiative of the UN. They primarily concern the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination in recruitment and employment, the responsibility for the environment and the prevention of corruption. Further information on the Global Compact Initiative of the UN is provided at www.unglobalcompact.org.

2. If Supplier, its employees, sub-contractors, sub-suppliers or authorised agents violate these indispensable minimum social and economic standards, Waldmann shall be entitled to fix an adequate deadline for Supplier to remedy this violation. If the deadline has lapsed without success, Waldmann shall have the right to withdraw from the contract.

17. Final provisions

1. Supplier may assign any contractual rights and obligations to a third party or to have a third party carry out an order or essential parts of an order only after having obtained the prior written approval by Waldmann.

2. Supplier may set off any counterclaims only as far as they have been found to be final and conclusive by a court decision or if they are undisputed. Supplier shall only be entitled to assert a right of retention if the counterclaim is based on the same purchase order or contractual relationship.

3. The legal relationship between Supplier and Waldmann shall be subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4. The exclusive place of jurisdiction for all disputes resulting from the business relationship between Supplier and Waldmann shall be the place of business of Waldmann. Waldmann shall also be entitled to institute legal proceedings at Supplier's headquarters or any other admissible competent court.

5. The place of performance for Supplier's obligation to deliver and provide subsequent performance shall be the delivery address specified by Waldmann. Unless otherwise agreed in writing in individual cases, the place of performance for all services of Supplier and Waldmann shall be the place of business of Waldmann.

6. The contract language shall be German.

7. If any provision of these General Terms and Conditions of Purchase is or becomes, in whole or in part, ineffective or unenforceable or in case of any gaps in these General Terms and Conditions Purchase, the validity of the remaining provisions shall not be affected thereby. In lieu of the ineffective or unenforceable provision, an effective and/or enforceable provision of this type that most closely reflects the purpose of the ineffective or unenforceable provision will be deemed as agreed. In case of a gap, a provision of this type that would have been agreed upon for the purpose of these General Terms and Conditions of Purchase if the Parties had taken this into consideration at the outset will be deemed as agreed.

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Sitz Villingen-Schwenningen
Registergericht
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Geschäftsführer Gerhard Waldmann,
Markus Wiedmann

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Sparkasse Schwarzwald-Baar
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Deutsche Bank AG
Commerzbank AG
BW Bank
Dresdner Bank

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