

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## 1. Scope

1.1. The following general terms and conditions of purchase (hereinafter referred to as "GPC") apply to all procurement contracts of Th. Geyer GmbH & Co. KG (Th. Geyer). We do not accept any terms and conditions of the supplier which contradict or deviate from our terms and conditions of purchase unless we have expressly agreed to them in writing. Our general terms and conditions of purchase shall also apply if we accept the delivery unconditionally in the knowledge that the supplier's terms and conditions conflict with or deviate from our terms and conditions.

1.2. Our general terms and conditions of purchase shall only apply to entrepreneurs (§ 14 German Civil Code [BGB]), legal entities under public law and special funds under public law.

## 2. Conclusion of contract

2.1. Our orders shall not be binding until they have been submitted or confirmed in writing.

2.2. Unless we have expressly waived an order confirmation, each order shall be confirmed to us in writing within one week stating the binding delivery time. A delayed or supplementary acceptance of our order shall be deemed a new offer and shall require our acceptance.

## 3. Prices, price changes, terms of payment

3.1. The price stated in the order is binding. The supplier expressly objects to any price change reservations. Prices are to be indicated without the legal value added tax. In all cases, value added tax shall be shown separately.

3.2. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the supplier (e.g. assembly and installation) as well as all ancillary costs (e.g. proper packaging and transport costs including any transport and liability insurance).

3.3. Invoices must show the order number as well as the date of the order or call-off from us and the supplier's tax number. Agreed partial or residual deliveries shall be marked as such in the delivery note and in the invoice. Should one or more of these requirements not be met and our processing be delayed as a result within the framework of normal business dealings, the payment periods specified in paragraph 4 shall be extended accordingly.

3.4. Unless otherwise agreed, payments shall be made net within 30 days after delivery or acceptance and receipt of the invoice or within 14 days with a 3% discount. The latest date is decisive for the deadline period.

3.5. The assignment of the supplier's claims against us to third parties is excluded without our express prior consent.

3.6. We do not owe any interest due. In the event of default in payment, the statutory provisions shall apply.

3.7. We shall be entitled to set-off and retention rights to the extent permitted by law. The supplier may only invoke a right of set-off or retention to the extent that his claim is undisputed, acknowledged or legally established.

## 4. Transfer of risk, dispatch, packaging

4.1. Delivery shall be made DDP (in accordance with Incoterms 2010 or the current version), unless otherwise agreed. The place of performance for the delivery obligation is our registered office in Renningen (Bringschuld), unless otherwise agreed.

4.2. The risk shall transfer to us upon proper handover at the agreed place of delivery. If acceptance has been agreed, this shall be decisive for the transfer of risk.

4.3. If it has been agreed that we will bear the shipping costs and we do not commission the carrier ourselves, the supplier must choose the mode of transport which is most cost-effective and best suited to us.

4.4. The packaging must prevent damage during transport. It must comply with the statutory regulations applicable at the time of delivery. The supplier is obliged to take back packaging material at our request.

4.5. All shipments must be accompanied by a packing slip and a delivery note stating our order number, article description and article number. In addition, a dispatch notice must be sent to us by separate post. If one or more of these specifications is not complied with, we shall not be responsible for any resulting delays.

## 5. Delivery, partial deliveries or partial services

5.1. The delivery time stated in the order is binding. Partial deliveries or partial services are only permissible with our prior consent. The supplier must inform us immediately if has reason to assume that he will not be able to fulfil his obligations in whole or in part or not in due time.

5.2. If the supplier does not render his performance in whole or in part or does not do so within the agreed delivery period or if he is in default, our rights - in particular to rescission and damages - shall be determined in accordance with the statutory provisions.

## 6. Export control and customs

6.1. The supplier is obliged to inform Th. Geyer in his business documents about any licensing obligations for (re-)exports of his goods in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of his goods. The supplier shall specify the following information for the relevant goods items in his price lists, quotations, order confirmations and invoices:

- The export list number according to annex AL to the German Foreign Trade Regulation, the European annex IV to the EC Dual-use regulation, the European annex I or comparable list items of relevant export lists, for US goods the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR).
- The commercial origin of its goods and the components of its goods, including technology and software.
- The statistical commodity code (HS code) of his goods.
- A contact person in his company to clarify any queries from Th. Geyer.

6.2. The supplier is obliged to inform Th. Geyer in writing of all foreign trade data relating to his goods and their components and to inform Th. Geyer immediately in writing (before delivery of the goods concerned) of any changes to the aforementioned data.

6.3. The supplier must complete and sign the necessary export control declarations for Th. Geyer in full and send them to Th. Geyer with the necessary documentation. The order only becomes effective once the complete and signed declaration is sent. Products subject to special export conditions must be notified in advance, stating the list in which they are listed (German export list, European annex I, European annex IV to the EC Dual-use regulation or other relevant export lists).

6.4. The supplier guarantees that the information provided in the export control declaration is complete and correct. Should changes occur in the future with regard to the delivery items which change the export control classification of the goods, the supplier will inform Th. Geyer immediately of these changes.

6.5. The supplier shall indemnify Th. Geyer against all claims or other sanctions which arise against Th. Geyer due to violations of export control law in connection with the delivery items. This shall not apply if the supplier is not responsible for the infringements concerned.

## 7. Inspection for defects

7.1. 377 HGB (German Commercial Code) applies to our commercial obligation to examine and give notice of defects with the following proviso:

We shall inspect the delivered goods immediately after receipt with regard to type, quantity and obvious damage, such as in particular transport damage, and provide notification of any defects discovered without delay. Defects discovered later must be reported immediately after their discovery. The complaint shall in any case be deemed to have been made immediately and in due time if it is received by the supplier within a period of 10 working days from receipt of the goods or, in the case of hidden defects, from discovery.

7.2. Payments do not constitute a waiver of the right to complain.

## 8. Liability, freedom from foreign rights

8.1. Th. Geyer objects to any limitation of liability in the supplier's GTC.

8.2. The supplier guarantees that the goods delivered by him are free from third-party rights (trademarks, patents, utility models, copyright, protected design, protection of performance under competition law) which could hinder the resale of the goods in the EU and EFTA. The supplier shall indemnify Th. Geyer against all costs of legal defence against claims asserted by third parties on account of infringements of rights in connection with the goods delivered by the supplier. This shall not apply if the supplier is not responsible for the infringement concerned. Th. Geyer also has the statutory claims for damages.

8.3. The supplier also guarantees that the goods can be resold worldwide without infringing any intellectual property rights.

- In this respect, the supplier waives any rights arising from trademarks, patents, utility models, copyrights, protected designs or protection of performance under competition law which he might use to counter the resale of the goods outside the EU or the EEA. The supplier shall indemnify Th. Geyer against all costs of legal defence against claims asserted by third parties on account of infringements of rights in connection with the goods delivered by the supplier. This shall not apply if the supplier is not responsible for the infringement concerned. Th. Geyer also has the statutory claims for damages.
- The supplier further undertakes to ensure that third parties outside the EU or the EEA do not assert any rights arising from trademarks, patents, utility models, copyrights, protected designs or protection of performance under competition law which could be invoked against the resale of the goods outside the EU or the EEA. The supplier shall indemnify Th. Geyer against all costs of legal defence against claims asserted by third parties on account of infringements of rights in connection with the goods delivered by the supplier. This shall not apply if the supplier is not responsible for the infringement concerned. Th. Geyer also has the statutory claims for damages.

## 9. Warranty for material defects

9.1. Our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly or operating instructions) and in the event of other breaches of duty by the supplier shall be fully subject to the statutory provisions unless otherwise provided below.

9.2. In accordance with the statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality and correspond to the current state of the art when the risk passes to us.

9.3. In addition, the supplier shall be liable for ensuring that the goods/services comply with the laws, regulations and technical standards applicable in the EU/EFTA area on the day of performance.

9.4. The supplier shall bear the costs incurred for the purpose of testing and repair (including any installation and removal costs). In the event of an unjustified demand for the removal of defects on our part, we shall only be liable for damages if we have recognised or grossly negligently failed to recognise that no defect existed.

9.5. If the supplier does not comply with his obligation to subsequent performance within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the supplier of the expenses required for this or an appropriate advance payment. If the supplier refuses subsequent performance or if it is a fixed debt or if subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set. The supplier must be informed immediately, if possible in advance.

9.6. Claims arising from guarantees given by the supplier shall remain unaffected.

## 10. Product liability, precautionary measures

10.1. Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us upon first request against claims for damages by third parties to the extent that the cause lies within his sphere of control and organisation and he himself is liable externally.

10.2. Within the scope of his obligation to indemnify within the meaning of para. 1, the supplier is also obliged to reimburse us for any expenses arising from or in connection with claims asserted against third parties. Other statutory claims shall remain unaffected.

10.3. The supplier is also obliged to bear the costs for precautionary measures as well as damages arising from these if the cause of the precautionary measure is within the supplier's sphere of control and / or organisation and he himself is liable externally. We shall inform the supplier - as far as possible and reasonable - of the reason, type and scope of the measure before taking precautionary measures and give him the opportunity to comment. Precautionary measures are measures that relate not only to individual defective products of ours, but to a large number of products of ours, in particular recall and conversion campaigns.

10.4. The supplier undertakes to take out and maintain product liability insurance with a sum insured of at least € 10 million per damage - as a lump sum. The supplier shall send a copy of the liability policy at any time upon request.

## 11. Advertising materials provided by the supplier

11.1. If the supplier is interested in the products offered by him being recorded using illustrations in the catalogue, in brochures and/or in the Th. Geyer web shop and distributed using the catalogue, brochures and/or the web shop, the following applies to the image, text, sound and other materials provided by the supplier for this purpose:

- The supplier grants Th. Geyer, free of charge, the non-exclusive right, unlimited in content, time and space, to use the material and all other information and documents in whole or in part for the purpose of advertising in physical and non-physical form, in particular to reproduce, distribute and/or make them accessible to the public. This includes, but is not limited to, the right to include the photographic material, information and documents in the Th. Geyer catalogue.
- Th. Geyer is entitled, without this triggering any payment obligations on the part of Th. Geyer or the customer in favour of the supplier, to pass on the material as well as the catalogue to its customers in whole or in part in physical and/or electronic form and to grant them the right to use the material as well as the catalogue in whole or in part in physical and/or non-physical form, in particular to distribute it and/or make it accessible to the public.
- The supplier guarantees Th. Geyer it has all rights that are necessary for the fulfilment of this agreement. In the event that third parties should assert claims against Th. Geyer due to the use of illustrations, documents and information provided by Th. Geyer, the supplier shall indemnify Th. Geyer against all claims. This shall not apply if the supplier is not responsible for the infringement concerned.

## 12. REACH clause

12.1. The supplier assures that he will not deliver any goods to Th. Geyer which contain or release substances which require registration or approval in accordance with regulation (EC) no. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation), including any future amendments and modifications, at the time of delivery to Th. Geyer, but which are not registered or approved.

12.2. If substances within the meaning of sentence 1 as such or in preparations or in articles do not require registration at the time of delivery to Th. Geyer only on the basis of the transitional provisions for phase-in substances regulated in the REACH Regulation, the supplier assures that it has either pre-registered these substances itself in due form and time or that it has ensured itself that they have been pre-registered in due form and time by the party obliged to register.

12.3. The supplier further assures he will inform Th. Geyer immediately if it becomes apparent to him that a substance pre-registered in accordance with sentence 2 will not be registered within the relevant transition period for the respective substance. In this case, he will not deliver any goods containing the substance in question to Th. Geyer after the relevant registration period has expired at the latest, without pointing out the missing registration before sending the delivery and expressly asking Th. Geyer for confirmation of the order.

12.4. If the supplier has violated its obligations under paragraphs 1, 2 or 3, Th. Geyer shall be entitled to withdraw from the contract insofar as the goods do not or no longer comply with the requirements of the REACH Regulation. In the event of withdrawal, Th. Geyer may return the goods to the supplier or dispose of them, both at the expense of the supplier, who must make an appropriate advance payment for this purpose.

12.5. The supplier assures that for substances contained in goods delivered to Th. Geyer or released by them, he will maintain a pre-registration, registration or approval required under the REACH Regulation and carried out by him for the duration of the supply relationship with Th. Geyer. If the supplier has not pre-registered, registered or authorised the respective substance himself, he assures that he has ensured that he will be informed immediately of the discontinuation of pre-registration, registration or authorisation. The supplier further assures that he will inform Th. Geyer immediately after becoming aware that a necessary pre-registration, registration or approval of a substance delivered to Th. Geyer has ceased to exist and that he will not deliver any goods to Th. Geyer containing or releasing such substances from the time the pre-registration, registration or approval ceases to exist.

12.6. With each delivery, the supplier assures Th. Geyer that he will send an up-to-date, complete safety data sheet that complies with the requirements of the REACH Regulation - irrespective of whether sending it is mandatory under the REACH Regulation or only required on request. If the supplier is required to carry out a chemical safety assessment, he shall also ensure that the safety data sheet has been checked for conformity with the chemical safety assessment and, if necessary, that it has been adapted. If the safety data sheet is neither mandatory according to the requirements of the REACH Regulation nor to be supplied on request, the supplier undertakes to provide information in writing or electronically about the registration number (if available), any authorisation requirement as well as information about granted or refused authorisations, restrictions and all other available and relevant information required for the identification and application of suitable risk management measures (safety information).

12.7. Th. Geyer must be informed immediately of any changes to safety data sheets or safety information and these are to be identified in the updated safety data sheet/safety information enclosed with the first delivery.

12.8. If the supplier is obliged to carry out a chemical safety assessment for a substance contained in a product delivered to or released by Th. Geyer and to prepare a chemical safety report, in particular on the basis of a substance use announced by Th. Geyer, the supplier warrants to have carried out this assessment and to have included conclusions from it in the safety data sheet or the safety information.

12.9. If the supplier supplies products to Th. Geyer containing more than 0.1 mass percent (w/w) of one or more substances which fulfil the criteria of article 57 of the REACH Regulation (i.e. which can be included in the list of substances subject to authorisation) and which have been determined in accordance with article 59 (1) of the REACH Regulation (i.e. which have been included on the "candidate list"), the supplier shall also provide sufficient information regarding the safe use of the product.

12.10. The fulfilment of the aforementioned obligations under paragraphs 1 to 9 shall be the supplier's primary obligations.

12.11. In the event of a breach of the obligations arising from paragraphs 5 to 9, Th. Geyer shall be entitled to withdraw from the contract if the supplier does not remedy the breach within a reasonable period set by Th. Geyer. Any further claims for damages shall remain unaffected.

12.12. If claims are made against Th. Geyer by a third party who has purchased goods supplied by Th. Geyer because the goods supplied do not comply with the requirements of the REACH Regulation, the supplier shall be obliged to indemnify Th. Geyer against these claims upon first written request to the extent that such claims against Th. Geyer are based on a breach of the supplier's obligations under this provision. This shall not apply if the supplier is not responsible for the infringement concerned. Th. Geyer shall not enter into any agreements with the third party without the consent of the supplier. In particular, Th. Geyer shall not enter into any settlements. The obligation to indemnify shall apply to all expenses necessarily incurred by Th. Geyer from or in connection with the claim by the third party, in particular legal defence and administrative costs as well as costs of necessary replacement procurement.

### 13. Restriction of Hazardous Substances Directive clause

13.1. The supplier warrants that, for all goods delivered by him, either he or his suppliers will comply with all the provisions of the DIRECTIVE 2002/95/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment, DIRECTIVE 2002/96/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 January 2003 on waste electrical and electronic equipment as well as from the national implementation regulations issued for this purpose, in particular the German act on the placing on the market, return and environmentally compatible disposal of electrical and electronic equipment, including any future supplements and amendments.

13.2. The supplier ensures that he has also had this assured by his upstream suppliers, if he does not have to fulfil these obligations himself, and that he has checked this by reasonable measures.

13.3. He owes Th. Geyer compensation for all damages and indemnification if one or both of the above warranties should be incorrect.

### 14. Compliance clause

14.1. The supplier hereby confirms that he does not employ or will not employ any person under the age of fifteen, in the case of hazardous work: any person under the age of eighteen, for the manufacture of goods or the provision of services (child labour). The supplier confirms that he has made reasonable efforts to determine whether his suppliers use child labour in the manufacture of goods or the provision of services and that this reasonable investigation has not provided any findings in this direction. The supplier hereby certifies that the personnel he employs for the production and delivery of the goods or for the provision of the services do so willingly.

14.2. The supplier is aware that these confirmations and obligations are essential elements of the contract. The supplier shall compensate Th. Geyer for all damages resulting from the violation of this provision by the supplier or one of its suppliers. The supplier indemnifies Th. Geyer in this respect.

14.3. If Th. Geyer informs the supplier of a violation of paragraph 1, the supplier shall immediately remedy this violation. If Th. Geyer determines that the supplier has not remedied the infringement within a reasonable period of time, this shall constitute an important reason for Th. Geyer to terminate any contracts with the supplier without notice.

14.4. The supplier hereby confirms that he is not engaged in any illegal practices, such as financial contributions or other gifts to employees of Th. Geyer or their family members for the purpose of receiving orders from Th. Geyer. He will not engage in such practices in the future. Th. Geyer may terminate any contracts with the supplier without notice in the event of a breach. The supplier then owes compensation and indemnification for claims that third parties can assert against Th. Geyer.

14.5. The supplier confirms that he at least complies with the environmental laws of the country in which the goods are manufactured or handled. Th. Geyer may conduct audits during normal business hours and after reasonable notice to ensure that legal requirements are met. If Th. Geyer finds that these laws have been violated, Th. Geyer may terminate any contracts with the supplier without notice for good cause. The supplier then owes compensation and indemnification for claims that third parties can assert against Th. Geyer.

### 15. Statute of Limitations

15.1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, insofar as nothing to the contrary is stipulated below.

15.2. Notwithstanding §§ 438 para. 1 no. 3, 634 a para. 1 No. 1 German Civil Code, the general limitation period for claims due to material defects or defects of title shall be three (3) years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. Longer statutory limitation periods due to defects shall remain unaffected. This shall apply in particular to claims based on defects which consist in a right in rem of a third party on the basis of which surrender of the object of sale can be demanded or in another right which is entered in the land register (§ 438 para. 1 \no. 1 German Civil Code) and for claims due to defects in a building or defects in products which have been used for a building in accordance with their usual use and which have caused the defectiveness of the building or a plant, the success of which consists in planning or monitoring services for a building (§§ 438 para. 1 no. 2, 634 a para. 1 no. 2 German Civil Code).

15.3. Insofar as we are entitled to recourse claims against the supplier on the basis of the

regulations on the sale of consumer goods (§§ 478, 479 German Civil Code), § 479 German Civil Code shall apply to the limitation of recourse claims. However, the limitation shall not apply before expiry of the period stipulated in section 15, paragraph 2 of these general terms and conditions of purchase.

15.4. In the event of fraudulent concealment of a defect by the supplier (§§ 438 para. 3, 634 a para. 3 German Civil Code) and insofar as we are also entitled to competing contractual and/or non-contractual claims for damages due to a defect, the regular statutory period of limitation (§§ 195, 199 German Civil Code) shall apply. However, the period of limitation shall not commence before the expiry of the period regulated in section 15 para. 2 of these general terms and conditions of purchase. The statutory limitation periods under the Product Liability Act shall remain unaffected in any case.

### 16. Confidentiality

16.1. The supplier is obliged to treat all business or technical information made available by us as strictly confidential and to obligate his employees accordingly. Such information may only be disclosed to persons who need to have such information for the purpose of supplying Th. Geyer. All such information remains our sole property. The obligation to secrecy shall not apply if the information is already generally known or was demonstrably known to the supplier prior to our notification. The same applies if the information becomes generally known after disclosure without a breach of contract, if the supplier becomes aware of the information from third parties without these third parties violating a confidentiality obligation, if the information is developed independently of the information we transmitted by the supplier himself or if it is disclosed by us in public or has to be disclosed due to statutory regulations. Violations of this obligation will result in compensation.

16.2. The supplier may not refer to the business relationship with Th. Geyer without the prior written consent of Th. Geyer.

### 17. Choice of law, place of jurisdiction

17.1. If the supplier is a merchant, legal entity under public law or special fund under public law, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Renningen. Furthermore, we shall be entitled to bring an action before the court having jurisdiction at the supplier's place of business.

17.2. The contractual relationship is subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

### 18. Partial invalidity

Should any of the above provisions be or become invalid or incomplete, the validity and enforceability of the remaining provisions shall not be affected by it.

As of 1. April 2019