

General Terms and Conditions of Purchase of Olmatic GmbH**1. General**

Only the following terms and conditions of purchase shall apply to our present and future orders and contracts. Amendments and supplements as well as terms and conditions of sale of the supplier deviating from the following terms and conditions of purchase shall only be deemed accepted if they are confirmed by us in writing as an addition to our terms and conditions of purchase. Acceptance of deliveries or services or their payment does not imply consent to the supplier's terms and conditions of sale. If the supplier does not agree with these terms and conditions of purchase, he must inform us immediately in writing. In this case, we are entitled to cancel the order without any cost consequences for us.

2. Order

- 2.1. Orders, contracts and delivery schedules as well as changes and amendments thereto must be made in writing. Delivery schedules can also be made by remote data transmission. Verbal agreements prior to or upon conclusion of the contract shall require our written confirmation to be effective.
- 2.2. Order confirmations must be made in writing without delay. If the supplier does not accept the order within one week of receipt, we shall be entitled to revoke the order. Delivery call-offs shall become binding at the latest if the supplier does not object within five working days of receipt.

3. Delivery

- 3.1. Deviations from our contracts and orders are only permitted with our prior written consent. Agreed quantities, dates and deadlines are binding. The receipt of the goods at our premises or at the separately agreed place of delivery shall be decisive for compliance with the delivery date or delivery period. If delivery "free domicile" has not been agreed, the supplier shall make the goods available in good time, taking into account the usual time for loading and dispatch.
- 3.2. If agreed deadlines are not met due to circumstances for which the supplier is responsible, we shall be entitled, at our discretion and without prejudice to any further legal provisions, to withdraw from the contract after expiry of a reasonable grace period, to procure replacement from a third party and to claim damages. We shall be entitled to compensation for all additional costs incurred by us due to delayed deliveries or services for which the supplier is responsible. Instead of claiming all individual additional costs, we shall be entitled to claim lump-sum damages in the amount of 1% of the value of the delivery for each commenced week of delay, but not more than 10% in total. The supplier shall be entitled to prove that we have not suffered any damage or that the damage suffered is significantly less.
Acceptance of the delayed delivery or service shall not constitute a waiver of claims for compensation.
- 3.3. If the supplier anticipates difficulties in production or the supply of input materials, or if circumstances beyond his control occur which are likely to prevent him from delivering on time and in the agreed quality, the supplier must notify our ordering department without delay.
- 3.4. Unless proven otherwise, the values determined by us during the incoming goods inspection shall be decisive for quantities, weights and dimensions..
- 3.5. The supplier undertakes to deliver the goods to us until at least 5 years.

4. Force majeure

Force majeure, labor disputes, operational disruptions through no fault of our own, civil unrest, official measures and other unavoidable events shall entitle us to withdraw from the contract in whole or in part insofar as they result in a significant reduction in our requirements.

5. Shipping notice, invoice and assembly instructions

The information in our purchase orders and delivery schedules shall apply. The invoice must be sent in duplicate to the address printed on each order, stating the order number; it must not be enclosed with the shipments. Assembly instructions must be comprehensible, complete and correct.

6. Pricing and transfer of risk

If no special agreement has been made, the prices are "free domicile" including packaging; value added tax is not included. The supplier shall bear the material risk until acceptance of the goods by us or our agent at the place to which the goods are to be delivered in accordance with the order.

7. Terms of payment

If no special agreement has been made, the invoice shall be settled within 30 days with a 2% discount or within 60 days without discount. The period shall run from the time when both the invoice and the goods have been received by us or services have been rendered. Payment shall be made subject to invoice verification.

8. Warranty

- 8.1. Acceptance shall be subject to inspection for correctness and suitability. We shall be entitled to inspect the delivery or service insofar as and as soon as this is feasible in the ordinary course of business; any defects discovered shall be notified by us immediately upon discovery. In this respect, the supplier waives the objection of delayed notification of defects.
- 8.2. Notwithstanding any other rights to which we are entitled under the statutory provisions, we shall be entitled, at our discretion, to claim free-of-charge replacement delivery or rectification of defects (subsequent performance) and - if setting a deadline for subsequent performance is unnecessary or unreasonable for us or if, after setting a deadline, subsequent performance does not take place within the specified period or fails - to demand a reduction of the purchase price (abatement) or to withdraw from the contract in whole or in part. The warranty period is twenty-four months, unless a longer period is agreed in individual cases. If claims have to be met by us due to a defect in the delivery which have their basis in the assertion of warranty claims by a consumer, the supplier shall owe compensation for our costs and expenses for a period of five years from the delivery of the delivery or service by the supplier to us.
- 8.3. If, as a result of defective delivery, an incoming goods inspection exceeding the usual scope becomes necessary, the supplier shall bear the costs thereof.
- 8.4. In urgent cases, in particular to avert acute dangers or to avoid excessive damage, we shall be entitled to remedy the detected defects ourselves at the Supplier's expense.

9. Product damage

In the event that claims are asserted against us by a customer or other third party on the basis of product liability, the supplier shall be obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the product delivered by the supplier. In cases of strict liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier shall bear the burden of proof in this respect.

In such cases, the supplier shall bear all costs and expenses, including the costs of any legal action or recall action. In all other respects, the statutory provisions shall apply.

10. Execution of work

Persons who carry out work on the premises, or in the premises, of Olmatic in fulfillment of the contract shall observe the provisions of the respective company regulations. The regulations existing for entering and leaving the buildings and premises shall be observed. Liability for accidents which occur to these persons on the company premises or in the premises shall be excluded, insofar as these have not been caused intentionally or by gross negligence on our part.

11. Provision

Materials, parts, containers and special packaging provided by us shall remain our property. They may only be used as intended. The processing of materials and the assembly of parts shall be carried out for us. It is agreed that we are co-owners of the products manufactured using our materials and parts in the ratio of the value of the materials provided to the value of the overall product, and that the supplier shall keep these in safe custody for us.

12. Secrecy

Documents of any kind which we provide to the supplier, such as samples, drawings, models and the like, as well as any other information provided by us, unless they are recognizably intended for the public, may not be made accessible to third parties unless this is necessary for the performance of the contract.

Products manufactured according to documents designed by us, such as drawings, models and the like or according to our confidential information or with our tools or copied tools may neither be used by the supplier himself nor offered or supplied to third parties. This shall also apply mutatis mutandis to our print orders.

13. Place of performance

The place of performance shall be the place to which the goods are to be delivered in accordance with the order.

14. Place of Jurisdiction, Applicable Law

The place of jurisdiction shall be, at our option, the registered office of the Supplier, Freudenstadt or the place of performance. The contract shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions. The application of the Hague Uniform Laws on the Sale of Goods, the Uniform UN Sales Convention or other conventions on the law of the sale of goods is excluded.