



## ALLRESIST GMBH General Purchasing Terms and Conditions

### § 1 General Provisions

1.1 For all orders that are issued by Allresist GmbH (hereafter, "Allresist"), only these General Purchasing Terms and Conditions shall be valid insofar as nothing to the contrary has been expressly agreed. Provisions of the Supplier in its General Business Terms and Conditions or on its order confirmation are hereby expressly rejected. The unconditional acceptance of order confirmations or deliveries shall constitute no acknowledgment of such terms and conditions. The laws of the Federal Republic of Germany shall be valid for these Purchasing Terms and Conditions.

1.2 When the initial delivery is made in accordance with these Purchasing Terms and Conditions, the Supplier shall also acknowledge their exclusive validity for all additional orders.

1.3 Orders and mandates that are issued shall become binding if they are issued in writing or have been confirmed in writing. The offer may only then be accepted within a timeframe of 14 days if nothing to the contrary has been agreed.

1.4 For all contractual agreements, Allresist shall hold a right to make immediate termination without any notice with the termination to become effective at the end of the respective month. In the event of the invalidity of the aforementioned provision, the law shall be valid.

### § 2. Delivery and Shipping

2.1 The delivery shall be made based upon the order and/or the subsequent instructions issued by Allresist regarding the agreed timeframes. The Supplier shall make prompt notification of changes to the timeframes.

2.2 The Supplier shall state Allresist's order numbers on all shipping documents, written correspondence and invoices.

2.3 The costs for the transport including the packaging, insurance and all other ancillary costs shall be assumed by the Supplier insofar as nothing to the contrary has been expressly agreed.

### § 3. Delivery Timeframes, Delivery Deadlines

3.1 The delivery timeframes or delivery deadlines stated on the orders shall be considered to be binding and the point in time when the goods arrive at the delivery destination shall be prevailing in this regard.

3.2 Allresist shall be entitled to refuse to accept goods which have not been delivered by the delivery date specified on the order and to send them back or have them stored by third parties at the Supplier's expense and risk.

### § 4. Quality and Acceptance

4.1 The Supplier shall ensure that the goods fulfil the applicable norms and the state-of-the-art technology standards. In this regard, it shall make its best efforts to set up a management system and continue to develop it in accordance with ISO 9001.

4.2 Allresist reserves the right to inspect the goods for obvious and visible defects promptly upon their receipt and to only then make delivery acceptance of them. In the event that a complaint is made, the Supplier may be charged the costs for the inspection and the replacement delivery. For each type of defect, the deadline for making a notification of defects shall be respectively 14 days after their discovery. During the warranty period, the Supplier waives its defence of a belated notification of hidden defects.

4.3 The values determined during the incoming goods controlling shall be prevailing for measurements, weights and unit figures.

4.4 In the event that a contractual penalty for delayed delivery has been agreed, the claim to the contractual penalty shall continue to remain valid even then if it is not expressly asserted when delivery acceptance is made. Any more extensive claims shall continue to remain valid without being required to assert any special reservations when delivery acceptance is made.

### § 5. Prices and Payment Conditions

5.1 The agreed prices shall be considered to be the maximum prices; Allresist shall be entitled to receive any price discounts that become valid during the timeframe between when the order is made and the invoice is paid.

5.2 Invoices must be drafted immediately upon the shipping of the goods while stating the order and article numbers. The VAT must be separately indicated.

5.3 The payment shall be made subject to the proviso of proper delivery having been made as well as that the invoice states the correct prices and computations. In the event that a defect is discovered which is covered by the warranty, Allresist shall be entitled to withhold the payment until the warranty obligation has been fulfilled.

5.4 Invoices shall become payable within 14 days after invoicing less a 3% discount; within 30 days after invoicing net cash.

### § 6. Offsetting and Assignment

6.1 The Supplier shall be entitled to offset only with undisputed or legally-upheld claims.

6.2 The assignment of claims against Allresist shall be valid only subject to its written consent.

### § 7. Warranty

7.1 The Supplier's warranty obligation shall be based upon the statutory directives insofar as nothing to the contrary is subsequently agreed. Upon Allresist's initial request to do so, the Supplier shall indemnify Allresist from all third-party claims which are asserted owing to defects, the violation of third-party proprietary rights or product damage to its delivery as the result of its proportional causation. The Supplier shall ensure that it holds appropriate product liability insurance coverage.

7.2 The warranty timeframe shall amount to at least 12 months after delivery is made to the delivery destination. If the statutory warranty timeframe is longer, then this warranty timeframe shall be valid.

7.3 In the event that a defective delivery is made, the Supplier must, as Allresist so chooses, either make a free-of-charge replacement delivery, grant a price discount in accordance with the statutory directives regarding price discounts or eliminate the defect upon a free-of-charge basis. In urgent cases, Allresist shall be entitled, after consulting with the Supplier, to eliminate the defect on its own, or have it eliminated by a third party, or otherwise procure a replacement delivery at the Supplier's expense. The same shall be valid if the Supplier enters into default regarding the fulfilment of its warranty obligation.

7.4 For replacement deliveries and rectification work, the Supplier shall be liable in the same scope as for the original delivery object—thus also for transport, infrastructure as well as labour costs without any restrictions in this regard. The warranty timeframe for replacement deliveries shall begin to run at the earliest upon the day of their arrival.

7.5 The Supplier shall be obliged to reimburse the appropriate costs for a recall campaign that is implemented in accordance with product liability law. Allresist shall endeavour to issue an opinion statement to the Supplier in advance as quickly as possible.

### § 8. Information and Data

Any drawings, drafts, models, company-internal data, etc., which we have provided to the Supplier for the rendering of the offer or for the implementation of an order, shall remain our property. They may not be used, reproduced or made available to third parties for other purposes and must be safeguarded with the due care of a prudent businessman.

### § 9. Third-Party Proprietary Rights

The Supplier assures that third-party rights do not oppose the contractual use of the purchased goods—particularly that third-party rights are not being violated. Insofar as Allresist nonetheless has claims asserted against it owing to a possible violation of third-party rights such as, for example, of copyrights, patent rights and other proprietary rights, the Supplier shall indemnify it in this regard and also from any related obligations it incurs.

### § 10. Data Protection

The Supplier declares its irrevocable consent that any disclosed personal data may be handled and/or processed upon an order-specific basis subject to the fulfilment of the statutory provisions.

### § 11. Compliance

11.1 The Supplier shall be obliged, within the parameters of the business relationship with us, neither to offer or grant and/or demand or accept advantages in business dealings nor in dealings with public officials which violate applicable anti-corruption directives.

11.2. The Supplier shall be obliged, within the parameters of the business relationship with us, to conclude no agreements or engage in any relatedly-agreed patterns of conduct with other companies which intend to attain or affect a hindrance, restriction or distortion of competition in accordance with the valid antitrust laws.

11.3 The Supplier shall ensure that the respectively-valid laws regarding the regulation of the general minimum wage are followed and to also obligate its commissioned sub-suppliers in this regard in the same scope. Upon request, it shall document the following of the aforementioned assurance. In the event that the aforementioned assurance is violated, the Supplier shall indemnify us from any third-party claims and shall be obliged to reimburse us for any monetary fines which are imposed on us in this context.

11.4 The Supplier shall fulfil the respective statutory provisions regarding the handling of employees, health protection and environmental protection as well as workplace safety issues and work to reduce the detrimental effects of its work activities on human beings and the environment.

In this regard, the Supplier shall make its best efforts to set up and continue to develop a management system in accordance with ISO 14001. Moreover, the Supplier shall follow the principles of the Global Compact Initiative of the UN which essentially addresses the protection of international human rights, the abolishment of compulsory and child labour, the elimination of discrimination during hiring and employment practices, as well as the responsibility for the environment.

### § 12. Severability Clause

In the event that individual clauses of these Purchasing Terms and Conditions should, in whole or in part, be or become invalid, this shall not affect the validity of the remaining clauses and/or the remaining passages or such clauses or the contractual agreement overall. The parties must replace an invalid provision with such a valid provision which most closely corresponds to the commercial intent of the invalid provision.

### § 13. Place of Performance and Legal Venue

The place of performance for the deliveries and the payments shall be Strausberg. The legal venue shall be the commercial residence of Allresist GmbH in Strausberg.

### § 14. Deviating Understandings

Any understandings that are reached that deviate from the content of these General Purchasing Terms and Conditions shall be valid only if we have acknowledged them in writing.

As of: Strausberg, 01/11/2017