

General Terms and Conditions of Purchase of Rudolf Henrichsmeyer formaplan GmbH & Co KG, as at: October 2019

§ 1 General provisions

1. Our terms and conditions of purchase shall apply to the purchase of goods and services in accordance with the contract concluded between us and the supplier.
2. Our terms and conditions of purchase shall apply exclusively. Terms and conditions of the supplier which contradict or deviate from our terms and conditions of purchase shall not apply unless we have expressly agreed to their validity in writing. Our terms and conditions of purchase shall also apply if we unconditionally accept the performance despite being aware of terms and conditions of the supplier which conflict with or deviate from our terms and conditions of business. Our lack of response always means rejection of the supplier's conditions.
3. With the first delivery according to the present terms and conditions of purchase, the supplier acknowledges their exclusive validity also for all further orders.

§ 2 Delivery and dispatch

1. Orders, agreements and amendments are only binding if they are placed or confirmed by us in text form. Correspondence must be maintained with our purchasing department. Agreements with our technical departments or other departments require the express confirmation in text form by our purchasing department in the form of a supplement to the contract, insofar as agreements are made which change the points specified in the contract - in particular suitability, function and performance guarantee. In the case of technical changes or extensions requested by us after the order has been placed, which result in an additional price, a cost estimate must be submitted to our purchasing department in good time. We shall not be liable for any additional costs which we have not acknowledged in writing.
2. Production-related excess or short deliveries are only permissible if this has been agreed. Otherwise, we reserve the right to assert our contractual and statutory claims.
3. Goods not delivered according to order can be returned unfranked.
4. The supplier must comply with our shipping instructions. All shipments must be accompanied by packing slips and shipping documents. All individual parts, weight, dimensions, art. no., separation plans (if these are the basis of the order) etc. must be listed on the shipping forms and our order number/order date must be indicated. Deliveries without sufficient accompanying documents will be postponed in treatment and payment. Our order and article numbers are to be indicated in all letters and invoices.
5. The packaging must ensure that transport damage to the goods is avoided.
6. The risk of shipment shall be borne by the supplier. In the case of pure deliveries of goods, the risk shall not pass to us

until a body authorised by us has acknowledged receipt. In the case of wagon loads, the official railway weights at the place of arrival are decisive for the calculation; in the case of truck loads, the weights of a public scale are decisive. The supplier undertakes to manufacture the goods intended for us in such a way that the railway or the forwarding agent are not entitled to refuse liability for transport damage.

7. Costs of transport including packaging, insurance and all ancillary costs shall be borne by the supplier, unless expressly agreed otherwise.

8. Pallets, boxes, crates, barrels, cans and similar packaging materials shall be returned at the supplier's expense. Other packaging such as cardboard boxes and the like shall not be returned.

§ 3 Prices and terms of payment

1. Agreed prices are maximum prices irrespective of any cost increases which may have occurred between placing the order and delivery. Price reductions that occur in the period between order and delivery benefit us. Unless expressly agreed otherwise, the agreed prices shall include delivery "free domicile" and packaging. The agreed purchase price represents only the net price. The statutory value added tax is therefore not included in the prices; it is shown separately in the invoice at the statutory rate on the day of invoicing.
2. Invoices shall be issued immediately after dispatch of the goods, shall state the order and article number and shall be sent separately from the goods. Value added tax shall be shown separately. Incomplete, non-verifiable invoices - in particular invoices without order number/order date/receipt note - shall be returned to the supplier for completion. The payment period shall not commence until receipt of the correspondingly completed invoice.
3. In the case of orders without prior price agreements, we reserve the right to accept the prices charged. In such cases, the supplier may not charge more than the usual prices.
4. Advance payments and cash on delivery payments shall not be made by us.
5. Unless expressly agreed otherwise, we shall pay in accordance with the conditions printed on our order forms, otherwise as follows: invoices received by us by the 31st of the month will be settled on the 25th of the following month. The date of receipt of the invoice by our administration is deemed to be the date of receipt of the invoice. If the goods are not received until after the invoice, this day shall be decisive for determining the payment term and any agreed discount period. If early delivery is accepted, the due date shall be based on the agreed delivery date.
6. Payments shall be made subject to proper delivery and correctness of prices and calculations. If a defect subject to warranty is identified, we shall be entitled to withhold payment on a pro rata basis until the warranty obligation has been fulfilled.

§ 4 Set-off and assignment

1. The supplier may only offset undisputed or legally established claims.
2. We shall be entitled to offset with and against claims, including claims for damages, to which GeHa-Möbelwerke, Gebr. Henrichsmeyer GmbH & Co KG and Rudolf Henrichsmeyer formaplan GmbH & Co KG are entitled against the supplier or which the supplier has against one of the designated companies.
3. The assignment of claims against us shall only be effective with our written consent. In the case of an extended reservation of title, consent shall be deemed to have been granted.

§ 5 Confidentiality

1. The supplier is obliged to treat all commercial and technical details not in the public domain which become known to them through the business relationship with us as business secrets. The supplier shall treat the conclusion of the contract as confidential.
2. Drawings, models, templates, samples, similar objects and written explanations may not be handed over or otherwise made accessible to unauthorised third parties. The reproduction of such objects is only permitted within the framework of operational requirements and copyright regulations.
3. Subcontractors shall be obligated accordingly.
4. The supplier may only advertise their business relationship with us with prior written consent.
5. If a separate confidentiality agreement has been concluded, it shall take precedence over the above provisions.
6. § 11 remains unaffected.

§ 6 Delivery Periods, Delivery Dates

1. The delivery periods and dates stated in the orders and contracts are binding. All agreed delivery dates are fixed dates. Delivery to us shall be decisive for compliance with the delivery date or the delivery period. Only at this point is the risk passed on to us. Our delivery times must be observed.
2. The supplier is obliged to inform us immediately in writing of foreseeable delays in delivery, to inform us of the reasons for such delays and, if possible, to state the expected time of delivery. Our rights due to delay in performance shall remain unaffected by this duty to provide information.
3. We are entitled to refuse acceptance of goods which are not delivered on the delivery date specified in the order and to return them at the expense and risk of the supplier or to store them with third parties.
4. In the event of a delay in delivery, we shall be entitled to demand a contractual penalty of 0.3% of the net order value of the respective delivery per completed working day, but no more than 5% of the net order value. We are entitled to reserve the contractual penalty until payment of the goods concerned. Other claims due to delay in delivery remain

unaffected. The supplier's liability for damages shall also extend to any flat-rate damages and contractual penalties which we owe to our customer due to the supplier's delay in delivery, insofar as we have informed the supplier of the flat-rate damages or contractual penalty agreed with the customer.

5. Operational disruptions of any kind and other causes or events which lead to a restriction of our business entitle us to postpone the fulfilment of existing acceptance obligations or to withdraw from the order in whole or in part. Claims for damages cannot be derived from this.

§ 7 Quality and Acceptance

1. The supplier shall comply with the agreed technical data and other quality agreements, the recognised rules of technology, all relevant environmental regulations - in particular with regard to harmful substances and limit values - and the safety regulations for their deliveries. Changes to the delivery item require our prior written consent.
2. The supplier must inform us in good time of any planned technical changes (= use of materials, design changes) to the goods ordered by us (in particular in the case of production materials). In this case, we reserve the right to reject such changes for reasonable reasons or to enter into new negotiations with the supplier.
3. The obligation to inspect the goods without delay and to give notice of defects without delay shall be waived by the supplier. The inspection may be carried out up to five working days after delivery, and the notification of defects up to five working days after detection, whereby dispatch within this period is sufficient. Defects which are not found during an average inspection can be objected to after they have been ascertained. The objection of non-timely notice of defects is therefore excluded.
4. The values determined in our goods receipt are binding for dimensions, weights and quantities of a delivery.
5. If delivery to a third party has been agreed directly, this third party shall carry out the goods inspection in the sense of § 7 para. 3 upon delivery to them. This replaces our incoming goods inspection.
6. If the performance data and characteristics of the machines and plants to be supplied promised by the supplier are not achieved, they shall take the appropriate measures at their own expense and with our consent, if necessary also carry out conversions until the complete machine/plant permanently achieves the agreed performance data and characteristics. If the conversion measures do not lead to the agreed values of the machine/plant within a reasonable period or if the supplier does not comply with their obligation to rectify within a reasonable period, we shall be entitled to withdraw from the contract, to make the machine/plant available and to demand compensation for the accrued and accruing damage. In this case, the supplier shall compensate us for all financial losses incurred and to be incurred by us. We are free to take over the machine/plant anyway. However, this is conditional on an agreement being reached on the impairment.

§ 8 Warranty

1. The warranty obligations of the supplier shall be governed by the statutory provisions unless otherwise provided below.

2. We shall be entitled to the full extent of the statutory warranty claims. In particular, the supplier shall, at our discretion, either replace the defective goods free of charge or remedy the defect free of charge (including incidental costs, e.g. freight). In urgent cases - after consultation with the supplier - we shall be entitled to remedy the defects ourselves at the supplier's expense or to have them remedied by third parties or to procure replacements elsewhere. The same shall apply if the supplier is in default with the fulfilment of their warranty obligations. We expressly reserve the right to assert the right to claim damages in full and the right to reduce the purchase price in accordance with the statutory provisions. § 439 para. 3 of the German Civil Code (BGB) remains unaffected. In the interest of undisturbed production, we may remedy minor defects ourselves without prior notice and charge the expenses to the supplier without this affecting the supplier's warranty obligation. The supplier shall receive a report on the nature and extent of these defects and the repair work carried out. If a subsequent improvement is not possible or unreasonable, the right to rescission or reduction remains unaffected. For production materials - such as carrier plates, foils, glues, lacquers, fittings, etc. - we expressly reserve the right to assert claims for damages for consequential damages.

3. The limitation period for warranty claims is 36 months from delivery. For machines and systems, the warranty and (if agreed) guarantee period begins on the day of commissioning. If defects are discovered during commissioning, the period shall not begin until the day on which we declare the final acceptance of the machine or plant in writing. The statute of limitations shall also be suspended if we notify the supplier of a defect. In this case, the suspension shall end with the complete elimination of the defect or if the supplier refuses subsequent performance, and the limitation period shall commence at the earliest three months after the end of the suspension.

4. The warranty period shall begin anew for replacement deliveries, unless the supplier has visibly delivered a new delivery only as a gesture of goodwill or to avoid a dispute.

5. The supplier grants us the right to have the goods, machines and equipment delivered to us inspected by an expert appointed by us to ensure that the delivery fully complies with the order placed and the agreements made. If the delivery gives rise to complaints, the costs of the expert shall also be borne by the supplier.

§ 9 Liability for damages

1. The supplier shall be liable to us to the full amount in accordance with the statutory provisions for any damage caused intentionally or negligently by them or their vicarious agents.

2. Insofar as the supplier is responsible for a defect within the meaning of product liability law, they shall be obliged to indemnify us against claims for damages by third parties at our first request to the extent that the cause lies within their sphere of control and organisation and they themselves are liable externally. This right to indemnification shall also extend to expenses pursuant to §§ 683, 670 and §§ 830, 840, 426 of the German Civil Code (BGB) resulting from or in connection with a recall action carried out by us or our customers. As far as possible and reasonable, we shall inform the supplier of the content and scope of the recall measures to be carried out and give them the opportunity to comment. Other statutory claims shall remain unaffected.

3. The supplier shall be obliged to maintain liability insurance and product liability insurance in an appropriate amount and to prove this to us upon request.

§ 10 Property rights of third parties

1. The supplier assures that the rights of third parties do not conflict with the intended use of the purchased goods, and in particular that the industrial property rights of third parties are not infringed.

2. If claims are nevertheless asserted against us due to a possible infringement of third party rights, such as copyrights, patent rights and other industrial property rights, the supplier shall indemnify us from this and from any performance in connection therewith.

3. This shall not apply if the supplier has manufactured the delivery items in accordance with drawings, models or other equivalent descriptions or information provided by us and does not know or, in connection with the products developed by them, does not need to know that industrial property rights are thereby infringed.

4. The supplier shall be obliged to inform us immediately of any infringement risks that become known to us and to give us the opportunity to counteract such claims by mutual agreement.

5. The supplier shall unsolicitedly notify us of the use of published and unpublished own and licensed industrial property rights and applications for industrial property rights in the delivery item.

§ 11 Information and data

1. Models, drawings, drafts, samples, matrices, templates, tools, manufacturing instructions and other means of production provided by us to the supplier shall remain our property. They may only be used for other purposes, reproduced or made accessible to third parties with our prior written consent, must be stored with the care of a businessman and returned unsolicited after completion of the order.

2. Section 1 applies equally to tools, moulds, devices and machines which have been manufactured by the supplier for the purpose of manufacturing the goods ordered by us and which have been remunerated by us. Such tools, moulds, devices and machines shall become our property upon payment of the remuneration - if applicable pro rata. We

also reserve all rights to drawings produced according to our specifications.

§ 12 Data protection

We will store and use personal data in accordance with legal requirements and the General Data Protection Regulation (GDPR). Further data protection information about your rights and data processing can be found under the following link

http://www.formaplan.de/fileadmin/files/pdf/business_partner_privacy_information_dsgvo.pdf.

§ 13 Exclusion of liability

We and our employees, legal representatives and vicarious agents shall not be liable for damages suffered by the supplier. This exclusion of liability shall not apply if an essential contractual obligation has been breached. The exclusion of liability also does not apply to damages resulting from injury to life, body or health which are based on an intentional or negligent breach of duty as well as to other damages which are based on an intentional or grossly negligent breach of duty.

§ 14 Final provisions

1. Should any provision of these terms and conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The same shall apply if any other contractual agreement is or becomes invalid or unenforceable. Instead of an invalid or unenforceable other contractual agreement, a provision shall be deemed to have been agreed which is as close as possible to the economic and legal success of the invalid or unenforceable provision.
2. Amendments and supplements to these terms and conditions as well as other contractual agreements must be in text form in order to be legally effective. The waiver of this written form requirement shall also require text form.
3. The place of performance for the mutual obligations arising from this contract is Hövelhof. The place of jurisdiction for all present and future disputes arising in connection with the contractual relationship shall be Delbrück if the supplier is a registered trader. However, we shall also be entitled to sue the supplier at the courts having jurisdiction over the supplier's registered office. If the supplier is not a registered trader, the agreement on the place of jurisdiction shall only apply in the event that the supplier moves its registered office or usual place of residence outside the scope of application of this law after conclusion of the contract or if its registered office or usual place of residence is not known at the time the action is filed. The agreement on the place of jurisdiction shall also apply in the event that the supplier does not have a general place of jurisdiction in Germany.
4. The law of the Federal Republic of Germany shall apply.

5. The supplier shall bear all fees, costs and expenses incurred in connection with any legal proceedings against them outside Germany.