



General Terms and Conditions of Purchase

These purchasing conditions are the basis for all orders and shall exclusively apply. Any conflicting or supplemental conditions of the part of the supplier shall be excluded, unless we have expressly declared in writing that we accept said conflicting or supplemental conditions, in whole or in part. Our purchasing conditions shall also apply if we accept delivery from the supplier without reservation with knowledge of conflicting conditions or conditions on the part of the supplier that deviate from our own conditions. Our purchasing conditions shall only apply for entrepreneurs as defined by § 14 of the German Civil Code (BGB), public law entities and special funds under public law. Our General Terms and Conditions shall apply for all current and future business relationships with the supplier.

1. Orders

- 1.1 Orders must be in written form; this condition is also met if orders are placed via electronic data transmission. This written form requirement shall also apply for retrospective amendments and supplements.
- 1.2 The order shall be confirmed in writing within ten working days on the copy of the order provided for this purpose (order acknowledgement). If the order was placed electronically, then it can also be confirmed in the same manner.
- 1.3 An order shall only be considered as having been placed if it is accepted by the supplier in all parts, including these General Terms and Conditions.
- 1.4 Any offers, cost estimates, etc. shall be provided to us free of charge by the supplier. This shall also apply for all expenses incurred prior to conclusion of this contract, which expenses shall be borne by supplier.
- 1.5 We shall retain the title to and copyright on illustrations, drawings, calculations and other documents; these shall not be made available to third parties without our express written consent. Illustrations, drawings, calculations and other documents shall only be used for production on the basis of our order; after the order has been completely processed illustrations, drawings, calculations and other documents shall be returned to us without solicitation. Illustrations, drawings, calculations and other documents shall be kept confidential relative to third parties; in this respect clause 12.5 shall also apply.

2. Prices - payment terms

- 2.1 The prices specified in the order are fixed prices including the statutory value added tax. In the absence of any written agreement to the contrary, the price shall include free delivery including packaging. Return of the packaging shall require a separate agreement. Without an express agreement, the supplier shall not be entitled to invoice any surcharges for dispatch, storage, freight, insurance, customs duties or fees.
- 2.2 Invoices shall separately show the value added tax owed. Original invoices shall not be included with the delivery of goods. The order number shall always be specified. The supplier shall be responsible for all consequences that arise through failure to comply with these obligations, unless he proves that he is not responsible for said consequences.
- 2.3 We shall make payments within 14 calendar days, starting from proper delivery and receipt of invoice, with 3% discount, or within 30 calendar days without discount, if nothing to the contrary has been agreed in writing in the specific case. A payment we have made shall be considered on time, if the issue date of the payment transfer medium is within the payment period.
- 2.4 We shall be entitled to offset rights and retention rights to the extent permitted by law.

3. Delivery time

- 3.1 The dates specified in the purchase order for delivery and performance shall be binding.
- 3.2 Timeliness of deliveries shall depend on receipt at the shipping address that we have specified.
- 3.3 The supplier shall be obligated to inform us immediately in writing if circumstances occur or become apparent to the supplier, as a result of which agreed delivery dates cannot be complied with.
- 3.4 In the event of a delay in delivery or performance, we reserve the right to demand lump sum damages amounting to 0.15 % of the gross order price per calendar day of delay; however this shall be limited to no more than 5 % of the gross order price. Damages for delay can be asserted until the final payment is due. In all other respects, we shall be entitled to assert our statutory rights in the event of delivery delay. In particular we shall be entitled to demand compensation instead of performance and/or cancellation after a reasonable period of time has expired without success. If we demand compensation, then the supplier shall have the right to prove to us that he is not responsible for the breach of duty. The supplier shall have the right to prove to us that no damage or significantly less damage has been caused by the delay.
- 3.5 Notwithstanding the terms set out in §§ 293 ff. of the German Civil Code (BGB), 373 f. of the German Commercial Code (HGB), delay in acceptance shall not occur until after an actual or verbal offer which remains unsuccessful, the supplier sets a deadline in writing for us to accept the supplied goods, at the latest however 14 calendar days after the agreed delivery date. The supplier shall only be entitled to demand reimbursement of additional expenses after this point in time. The legal consequences of § 373 of the German Commercial Code (HGB) are excluded. Transfer of risk shall only take place with occurrence of the delay in acceptance, as agreed in accordance with this provision.

4. Shipment - hazardous goods

- 4.1 The goods shall be packaged and shipped in such a manner that damage during transport is avoided.
- 4.2 Upon delivery of hazardous goods as stipulated in the Hazardous Goods Act, in each case the most recent national and international regulations must be complied with.
Within 30 calendar days of accepting the order, at the latest however with delivery of the goods, the supplier shall be obligated to provide us with product information and up-to-date EU safety data sheets in both English and German.
- 4.3 Shipping documents and delivery notes must contain the shipping address, and if necessary, the name of the recipient, the purchase order number and the purchase order date.
- 4.4 The supplier shall be responsible for all damages and consequences that arise due to failure to comply with the above provisions.

5. Transfer of risk

- 5.1 Delivery shall be executed carriage-free if nothing to the contrary is agreed in writing.
- 5.2 The point in time of transfer of risk shall depend on the agreed delivery conditions and the Incoterms valid at the time the order was placed. We shall be responsible for transport insurance.
- 5.3 If we have reserved the right to accept the goods after delivery, then transfer of risk shall only occur after acceptance.
- 5.4 Signing the delivery note shall not constitute acknowledgement that the goods delivered conform to the contract.

6. Export permit obligation

- 6.1 On the basis of the German Foreign Trade Act (AWG), the War Weapons Control Act (KrWaffKontrG), as well as similar laws, the supplier shall inform us, at the latest upon acceptance of the order, whether the goods to be supplied require an export permit or are subject to other restrictions.
- 6.2 The supplier shall be responsible for all damages and consequences that arise due to failure to comply with the provision above.
- 6.3 If the goods are subject to export authorization, in whole or in part, then we shall be entitled to cancel the contract at no charge.

7. Force majeure

In the event of force majeure, such as a natural catastrophe, unrest, official intervention, transport disruption, strikes, lockouts, not culpable disruptions to operations in both our company and also in the supplier's company and the companies of his sub-contractors, we shall be entitled to demand that the contract be executed at a later point in time. If these circumstances last for more than three months, then we shall be entitled to withdraw from the contract. The supplier shall not be entitled to any claims arising from the delay in the delivery time. The supplier shall immediately reimburse any counter-performances already received.

8. Guarantees and characteristics promised by the supplier

- 8.1 The supplier shall guarantee that all delivered goods and used raw materials are in compliance to all international and European Laws (especially regulations applying to work-, health-, fire-, environmental hazards as well as Product safety regulations) and all applicable technical requirements (especially VDI-, DIN-, CE-, GS-, PTB-, TÜV-, FTZ-, DVGW directives). All delivered goods shall also be marked with any applicable control stamp and / or mark of conformity.
- 8.2 The goods delivered shall comply with national environmental regulations and those under European law.
- 8.3 The goods delivered shall correspond to the state-of-the-art of development and manufacturing in material and technology, they shall comply with relevant statutory regulations and legal provisions, as well as the rules and regulations of authorities, trade associations and professional bodies (e.g. Equipment Safety Act, Foodstuffs and Commodities Act, environmental legislation and others). This shall particularly apply in the area of noise abatement, the recognized code of practice, safety regulations, accident prevention and VDE regulations and the agreed technical data. The supplier shall warrant that the items supplied that have an EAN barcode can be read without any problems.

9. Inspection for defects - liability for defects

- 9.1 We shall be obligated to inspect the goods for any quality and quantity deviations within a suitable time period; any objections shall be considered on time, if they are received by the supplier within five working days, starting from receipt of the goods, or in the case of hidden defects, from the date they are discovered.
- 9.2 We shall be entitled to the statutory defect claims without restriction. We shall be entitled to demand rectification of the defect or delivery of a faultless item as subsequent performance, at our discretion.
- 9.3 The supplier shall be obligated to reimburse us for all costs incurred in association with the defect. The right to further compensation, in particular to compensation in lieu of performance, shall remain expressly reserved.
- 9.4 We shall be entitled to rectify defects ourselves at the expense of the supplier in the event of imminent danger or special urgency.
- 9.5 In accordance with § 438 clause 1 no. 3 of the German Civil Code (BGB), the period of limitation shall be 36 months instead of two years, starting from transfer of risk.
- 9.6 If our customers lodge a claim associated with the sale of consumer goods, then the statutory periods of limitation set forth in § 479 shall apply.
- 9.7 The periods of limitation for liability for defects shall be suspended by our written notification of defects.

10. Product liability - third party liability - third party liability insurance coverage

- 10.1 Within the limits of statutory regulations, the supplier shall be liable for all damages incurred by us, our employees or third parties in conjunction with fulfillment of the order.
- 10.2 If the supplier is responsible for a product defect, then the supplier shall indemnify us from any third-party claims for liability, on first request, inasmuch as the cause falls within the supplier's organizational area and controlling responsibility, and the supplier himself is liable relative to third parties.
- 10.3 Within the scope of his liability as stipulated in clause 10.2, the supplier shall also be obligated to reimburse us for any costs incurred in accordance with §§ 683, 760 of the German Civil Code (BGB) and in accordance with § 830, 840, 426 of the German Civil Code (BGB), that arise as a result of or in conjunction with a product recall we have executed. We shall inform the supplier of the content and scope of the product recalls to be executed - to the extent possible and to the extent that can be reasonably expected - and we shall give the supplier opportunity to comment. Our other legal claims and rights shall remain unaffected.
- 10.4 The supplier shall be obligated to maintain product liability insurance coverage with an insured sum of € 10 million per personal injury/material damage incident – across the board; should we be entitled to any further claims for damages, such claims shall remain hereby unaffected.

11. Intellectual property rights

- 11.1 The supplier shall warrant that the delivery and the use of the delivery object do not infringe any rights of third parties.
- 11.2 If claims are asserted against us by a third party due to such infringement, the supplier shall be obliged to indemnify us from these claims upon first written request; we shall not be entitled to come to any agreements with the third party - without the supplier's consent, in particular we shall not be entitled to reach a settlement.
- 11.3 The indemnification obligation on the part of the supplier refers to all expenses we necessarily incur due to or in conjunction with a third party claim.
- 11.4 The period of limitation for these claims shall be ten years, from the date the respective contract was signed.

12. Retention of title - customer provision - tools - Confidentiality

- 12.1 Any parts provided by us shall remain our property. Processing or modifications carried out by the supplier are made on our behalf.
- 12.2 If our reserved goods are processed or irreversibly mixed with other objects not belonging to us, then we shall acquire co-ownership of the new item in proportion to the value of our goods (purchase price plus VAT) to the other processed or mixed goods at the time of processing or mixing. If the mixing is carried out in such a manner that the supplier's item is to be regarded as the main item, then it shall be considered as agreed that the supplier shall grant us proportional co-ownership; the supplier shall hold the sole ownership or co-ownership on our behalf.
- 12.3 We shall retain ownership of tools; the supplier shall be obligated to only use the tools to manufacture the goods ordered by us. The supplier shall be obligated to insure the tools belonging to us at their replacement (new) value, at his own expense against damage caused by fire, water and theft. Simultaneously the supplier shall already assign to us any claims for damages arising from this insurance; we hereby accept this assignment. The supplier shall be obligated to carry out all the necessary maintenance and service tasks on our tools, as well as to carry out all maintenance and service tasks at his own expense. The supplier shall immediately inform us of any malfunctions; if he culpably omits doing this, then the claims for damages shall remain unaffected.
- 12.4 Inasmuch as the security interests to which we are entitled as stipulated in clauses 12.1 and 12.2 shall exceed the gross purchase price of all our reserved goods which have not yet been paid for, by more than 10 %, then as demanded by the supplier we shall be obligated to release the security rights at our discretion.
- 12.5 The supplier shall be obligated to keep all illustrations, diagrams, calculations and other documents and information received, strictly confidential. All illustrations, diagrams, calculations and other documents and information received shall only be made accessible to third parties with our express permission. The non-disclosure agreement shall continue to apply after completing this contract; it shall expire if and inasmuch as the production know-how contained in the illustrations, diagrams, calculations and other documents has become public knowledge.

13. Minimum Wage

- 13.1 The supplier ensures for himself and all of his subcontractors, that anyone who shall be employed is fully covered in all aspects of social insurances required, in accordance to all local laws. The supplier also warrants for himself and all of his subcontractors that all legal, regulatory, workmen's compensation and agreed wage obligations and responsibilities are met, notably the in Germany applicable SGB IV and SGB VII. The AG reserves the right to request documents of compliance from the supplier, such as tax clearance certificates and social insurance carrier documents with current dates. In the event of a non-compliance or non-receipt of required / requested documentation, the AG reserves the right to a vendor's lien in an appropriate amount. Further rights of the AG remain unaffected.
- 13.2 Foreign workers may only be employed, if and when they have legal employment and residence authorization papers, as well as sufficient communication abilities in German language have to be ensured (or local/English, if specified in the order or as the site requires).
- 13.3 The supplier is legally bound to enforce all obligations listed on each contract, including these terms and conditions, by issuing related commitments for himself and for his subcontractors.
- 13.4 The AG shall not be liable for any claims (including legal fees), caused by the infringement of these terms and conditions by the supplier, his employees or his subcontractors.

14. Compliance Ethics

The ordering party is part of the international Veolia Environment Corporation, for whom the abidance of all compliance regulations is of special importance. Therefore the supplier obligates himself to adhere and comply to the "Veolia-Supplier-Charter – Responsible-customer-supplier-relationship". Veolia Environment take part in the strategic initiative "United Nations Global Compact". The participating businesses obligate themselves to orient their business practices and strategies to 10 universal acknowledged principles in the areas of human rights, working norms, environmental protection, and fighting corruption. The supplier is obligated to respect and adhere to these principles.

15. Place of jurisdiction – place of performance

- 15.1 If the supplier is a merchant, our registered place of business shall be the place of fulfillment.
- 15.2 If the supplier is a merchant, our registered place of business shall be the exclusive place of jurisdiction; however we shall also be authorized to bring action against the supplier at the court of his place of residence.
- 15.3 German law shall apply exclusively. Application of the UN Convention on Contracts for the International Sale of Goods shall be excluded.