

General Terms and Conditions of Purchase of the fiwa)group (as of 1 May 2019)

1. General, scope of application

Our Terms and Conditions of Purchase shall apply exclusively. We do not accept any terms and conditions of the Supplier that are in conflict with or differ from our purchasing conditions, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the Supplier's delivery without reservation despite being aware of terms and of the Supplier which are in conflict or deviate from our Terms and Conditions of Purchase.

2. Orders

Orders shall only be binding if they are issued or confirmed by us in writing. Offers are free of charge and are not binding for us.

3. Transfer of risk, shipment

Unless otherwise agreed in writing, delivery shall be made free of charge. The costs for packaging and shipping shall be borne by the Supplier. Any obligation to return the packaging shall only apply in the case of a corresponding written agreement. Unless expressly agreed otherwise, the delivery shall be carried out by train, post or a recognised logistics company. The transport risk shall be borne by the Supplier.

The risk shall only be transferred to us after the delivery has been delivered to the agreed receiving office/entity. If the Supplier is also responsible for the installation or assembly, the risk shall only be transferred after successful completion or after proper trial operation.

The Supplier shall be obliged to send us a shipping notice in two copies on the day of dispatch. The order number and other information requested in the order shall be indicated in the shipping notices, freight waybills and package labels. The Supplier shall bear the consequences of any inaccurate, incomplete or delayed shipping documents.

4. Delivery time

The delivery date stated in the order is binding. The Supplier shall be obliged to immediately inform us in writing if circumstances arise or become evident to it, which indicate that the delivery time cannot be adhered to. The reasons and the expected duration of the delay shall be communicated.

In the event of default in delivery, we shall be entitled to the statutory claims. In particular, we shall be entitled to demand compensation after unsuccessful expiry of a reasonable grace period and to withdraw from the contract.

5. Prices, terms of payment

The price stated in the order shall be binding. Unless agreed otherwise in writing, this price includes packaging and delivery to the destination.

Invoices and shipping papers can only be processed if they contain the information specified in the order, in particular the order number; the Supplier shall bear any and all consequences resulting from non-compliance with this obligation, unless it proves that it is responsible them.

Unless otherwise agreed in writing, we shall pay the purchase price within 14 days from delivery and invoice receipt, with 3% discount or within 30 days after the invoice receipt.

Invoices for partial services shall only be due and paid upon prior written consent.

The Supplier shall not be entitled to assign claims against us or to have them collected by third parties; Sec. 354 a HGB [German Commercial Code] shall remain unaffected.

The Supplier shall be entitled to set off our claims or to assert a right of retention only if and to the extent that their claim is uncontested or its counter-claim has become final.

6. Inspection for defects, liability for defects

We shall be released from the obligation to carry out an immediate inspection to the extent this is not a matter of defects which are obvious and immediately recognisable upon visual inspection. In particular, we shall not be obliged to perform immediate inspections or tests which require removal of the packaging, a separation of individual parts of a container, the use of chemical or physical testing methods, sample processing or the like, as well as a measurement or testing of moulds, tools and other devices or appliances; defects identified with such methods shall be deemed to be hidden defects.

The statutory claims for defects apply. In any case, we shall be entitled at our discretion to request the Supplier to remedy defects or deliver a new item (supplementary performance). If the Supplier does not properly fulfil the supplementary performance obligation without having rightfully refused such supplementary performance or if the Customer refuses supplementary performance finally and in earnest, or if the supplementary performance has failed or if there is a danger of downtime and the postponement of the supplementary performance is impossible due to other reasons, we shall be entitled to rectify the defect at the expense and risk of the Supplier or to have it eliminated by third parties and to request the Supplier to reimburse the necessary expenses.

The limitation period shall be 36 months, unless a longer regulation applies according to law.

In the event of timely notification of the defect, the limitation period for our claims for defects shall be suspended as long as the Supplier has not finally rejected such notification in writing.

In the event of defects, the limitation period shall begin to run again with the remedy; this shall also apply to parts which are related to the defective parts in a functional connection and in which a damaging effect by the defective part cannot be ruled out.

7. Product liability

To the extent the Supplier is responsible for product damage, they shall be obliged to indemnify us from claims for damages from third parties on first demand if the cause is in its sphere of control and organisational area and if it is liable in the external relationship itself. In the context of its liability for claims, the Supplier shall also be obliged to reimburse any expenses pursuant to Secs. 683, 670 BGB or Secs. 830, 840, 426 BGB which arise from or in connection with a recall carried out by us.

The Supplier undertakes to maintain product liability insurance with a coverage sum of at least EUR 5 million per personal/material damage.

8. Proprietary rights

The Supplier shall ensure that no third-party rights are violated in connection with its delivery. Insofar as an action is brought against us by a third party, the Supplier shall be obliged to indemnify us from these claims on first written request.

9. Place of performance, place of jurisdiction, applicable law

The place of jurisdiction is our place of business. However, we are also entitled to sue the Supplier at the court at its place of residence.

Unless otherwise agreed in writing, the place of performance shall be our place of business and/or, at our discretion, the place of use stated in the order.

The legal relations between us and the Supplier shall be governed by the law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10. Miscellaneous

In the event of a legal invalidity of individual provisions, these provisions shall remain effective; the invalid provision shall be replaced by such a provision that comes closest to the economic intent.

All agreements must be made in writing. This shall also apply to the partial or complete waiver of this written form requirement.

As at 01/05/2019